



166 Bayfield St.
Barrie, ON Canada
L4M 3B5
TEL: (705) 721-5600
FAX: (705) 726-0399

Website: www.apexia.ca
Email: info@apexia.ca

Domain Hosting Application

Name: _____ Company: _____

Address: _____

City: _____ Province: _____ Postal Code: _____ - _____

Phone: Home _____ - _____ - _____ Business: _____ - _____ - _____

Preferences: (subject to availability)

Login Name: _____ Login Password: _____
(2 - 16 characters) (min. 6 chars and/or #s)

Package:	Webpage/Email Storage space	Email accounts (POP3)	Monthly transfer	Price:
Starter	20 MB/20 MB	1	1 GB	\$15.00/month ___
Pro	100 MB/100 MB	20	5 GB	\$30.00/month ___
Power	250 MB/250 MB	40	10 GB	\$45.00/month ___

Setup Fee:

All plans subject to a one time \$30 setup fee.

Options:

MySQL database (\$5/mth) ___ Email paging (\$5/mth) ___ Email faxing (\$5/mth) ___

Domain name registration payable to registrar: (\$15 CA/yr .ca) ___ (\$15 US/yr .com) ___

Domain name: _____

Payment:

Interac/Cash ___ Cheque ___ MC ___ Visa ___ Auto Credit Card ___ DEFT ___

Credit Card: (Required for Domain name registration and monthly or quarterly billing)

Number: _____ Expiry: ___/___

Name: _____

Term: (Quarterly and yearly discounts does not apply to domain name registration fee)

Monthly ___ Quarterly (less 5%) ___ Yearly (less 10%) ___

Upon signing, customer acknowledges to have read, understood and agreed to the Terms and Conditions on the back of this form. Under 18 requires parent/guardian signature.

Signature: _____ Date: _____

How did you hear about us? I'm a current customer ___ Other Apexia customer ___

Phone book ___ Internet search ___ Other: _____

Revised: Jan. 7, 2006

Terms and Conditions (Hosting services)

- 1) All sales are final. No refunds will be issued.
- 2) Apexia Voice and Data exercises no control whatsoever over the content of the information passing through it.
- 3) Apexia Voice and Data makes no warranties of any kind, whether expressed or implied, for the service it is providing. Apexia Voice and Data also disclaims any warranty of merchantability or fitness for a particular purpose. Apexia Voice and Data will not be responsible for any damage you suffer. This includes loss of data resulting from delays, nondeliveries, misdeliveries or service interruptions caused by its own negligence or your errors or omissions.
- 4) Apexia Voice and Data may only be used for lawful purposes. Transmission of any material in violation of Provincial or Federal regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Apexia Voice and Data from any claims resulting from your use of the service which damages you or another party.
- 5) Any access to other networks through Apexia Voice and Data must comply with the rules appropriate for that other network.
- 6) Use of any information obtained via the Apexia Voice and Data Internet communications service is at your own risk. Apexia Voice and Data specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 7) All invoicing is executed electronically. Payment is due upon receipt of invoice. Accounts are in default and subject to a 2.5% per month late payment fee if payment is not received by due date printed on invoice. If your payment is returned to us unpaid you are immediately in default and subject to a returned cheque charge of \$20 from us. Accounts determined to be in default will have their service(s) interrupted. During this time the customer's domain name(s) and corresponding email addresses will not be functional. Email which was previously sent to the customer but not retrieved will be stored and will only be retrievable after customer has paid their account in full. If customer fails to pay their account in full after 90 days their account (including any stored email) will be deleted. Such interruption does not relieve you from the obligation to pay the monthly, quarterly or annual account charges. Only a written request to terminate your service relieves you of your obligation to pay the monthly, quarterly or annual account charge.
- 8) Service is invoiced in a timeframe consistent with the classification of your account. 30 days written notice is required to cancel service. Apexia Voice and Data reserves the right to change the rates and otherwise modify these Terms and Conditions by notifying you 30 days in advance of the effective date of the change.
- 9) Unused bandwidth may not be transferred or credited to any other month.
- 10) Apexia Voice and Data reserves the right to disconnect a user's services at any time.
- 11) These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.
- 12) Emailing or posting unsolicited bulk email or SPAM will result in your account being terminated.
- 13) Use of Apexia Voice and Data constitutes acceptance of these Terms and Conditions