

Web Hosting Policies

Revision Date: 30-June-2009

This service agreement is between the Center for Arts Management and Technology (hereinafter "CAMT," "we," "our," or "us") and the client organization (hereinafter "Client," "they," "their," or "them").

Upon applying for and using the hosting services provided by CAMT, Client indicates their agreement to the following terms and conditions, as outlined below. The use of our services constitutes an agreement with these terms and conditions. If they do not agree with any of these policies, Client must contact support@camt-hosting.org immediately.

All of our accounts are bound by our policies. Violation of these policies will result in warnings, account suspension, account termination, and/or legal action, depending on the severity of the violation.

Terms of Services

1. At the time of applying for and using this service, Client must be a non-profit incorporated (501c3) business whose primary mission and practices are related directly to the arts.
2. CAMT, as a web hosting service provider, will supply Client with a basic web hosting solution. For all accounts, this solution will provide them with disk space based on their indicated preference on our shared server to upload, update, and maintain their Web site via FTP access. Other services and features are restricted to those detailed at any time on the CAMT Web site.
3. CAMT requires that Client information, as listed on the web hosting registration and account form, is a complete and accurate representation of Client contact details. Client primary contact must be a valid representative of the entity or organization listed on the CAMT web hosting application form.
4. This agreement supersedes any other oral agreement between CAMT and Client.
5. Any of the terms, prices or services offered can be modified or updated by CAMT with prior online or email notification.

Client Responsibility

1. Client is responsible for uploading their Web site files and/or providing and setting up any Web site content. CAMT is not responsible for modifying or updating any Client Web site material.
2. Client is responsible for the content of any postings, data or transmissions. This responsibility is extended to any individuals or entities given access to the account by the Client.
3. CAMT is not responsible for ensuring the Client's domain name service is correctly configured to point to our servers. They ultimately are responsible for making any necessary domain name service changes, or providing us with technical access and all requested information, to ensure it is correctly configured. CAMT will provide necessary IP address and domain name information when requested.
4. Client is responsible for updating and maintaining their contact information with CAMT. Any changes to Client contact information must be made in the client's Account Info area at <http://my.camt-hosting.org>. Client is responsible for ensuring that CAMT is able to notify the Client for technical or other issues or purposes deemed necessary by CAMT to maintain the account. Additionally, if Client's incorporated status changes at any time in the future, they must inform CAMT immediately.

Lawful Purpose

CAMT reserves the right to refuse service to anyone in using our networks or servers for unlawful purposes. Clients may not use our servers, facilities, and capabilities to conduct, or solicit the performance of, any illegal activity, or to conduct any other activity which infringes on the rights of us or any third party.

Inappropriate Material

Client may not host or handle material that contains pornography, adult material, obscenity, discriminatory/hate propaganda, "warez", hacking-related material, material which promotes the illegal distribution of software, or any material that results in reasonable complaints from other Clients or third parties. Client must also comply with all applicable local, state, and national laws, rules and regulations

Intellectual Property Rights

Clients may not upload or transmit any message, data, image or program that would violate the property rights of others. This includes the unauthorized transmission of copyrighted text, images, music, programs, or trade secrets or other confidential proprietary information, trademarks, service marks or trade names used in an infringing manner. Clients may not upload or transmit any information which is libelous or defamatory, or which violates or infringes on any right of privacy of any person.

Interference with Service

There shall be no attempt to gain unauthorized access to our systems or accounts, disrupt service or network connectivity, misuse our facilities, or create fraudulent accounts.

Viruses

Client will utilize anti-virus software on any computer that will be connecting and transferring files to our server, and all files will be scanned by this software prior to upload. In the event that any virus or destructive element is found on our server or furnished with any content transferred to our server, the Client will use their best efforts upon learning that such situation exists to immediately eliminate the virus or destructive element. Client then will immediately notify our Support Specialist as to the existence of any such virus or destructive element upon discovery thereof, and we will have the right to take any steps we deem necessary to eliminate the virus or destructive element and to be reimbursed by the Client for its costs relating to any such commercially reasonable steps.

"Junk Email" (SPAM, Flames, and Mail-Bombs)

Our servers and our hosted domains may not be the source, intermediary, or destination address involved in the transmission of junk email, nor will they be listed in any junk email message. The use of our servers to send or relay junk email is prohibited. We define "junk email" to be a mass unsolicited message in any medium. Violation can result in immediate termination of all services. Fines and legal action may be imposed. Any Client who is repeatedly flamed/mail-bombed or attracts such behavior will be asked to leave.

Sub-hosting

Our services are provided for end users only. No sub-hosting or resale of any services, for fee or for free, is permitted.

Resource Usage

We meter but do not explicitly limit site traffic (bandwidth). Bandwidth is drawn from a common pool shared by all accounts. Accounts using more bandwidth per month than CAMT deems appropriate (over 5 GB per month) may receive a warning and be subject to certain conditions.

Any site which monopolizes the server CPU, causes disruption of service, or negatively impacts server performance will not be allowed. Any account which, due to extraordinary resource utilization, negatively impacts other Clients will be required to reduce resource utilization, or move to another hosting service.

If Client's total file size on our shared server goes beyond the 500 MB disk space limit, a warning may be issued. Client will have two (2) weeks to adjust their files to bring the total file size to below the limit. Failure to comply may result in temporary suspension of their Web site.

Scripting and Database Development

No scripting is allowed on CAMT servers. CAMT reserves the right to immediately terminate any harmful process without prior notice.

Database development is not permitted on CAMT's hosting services. FreeCGI, SSI, PHP, database services, and other CPU-intensive features are not permitted.

Technology Parameters

1. Client is responsible for providing all telephone, computer, hardware and software equipment and services necessary to access CAMT networks, systems and servers. CAMT makes no assurances that the Client's equipment is compatible with its services.
2. CAMT is not responsible for any service problems experienced due to the use of any programs, scripts or software that is not provided by CAMT nor resides on our network, systems or servers.
3. CAMT is not responsible for the correct functioning or trouble-shooting of any programs, scripts or software placed on our servers by the Client.

IP Address Ownership

CAMT owns and maintains all IP addresses assigned to our hosting accounts. We reserve the right to change or move them with prior notice.

Web site Accessibility

Client's Web site will be made available to third parties via the Internet 24 hours a day, seven (7) days a week, excluding the following circumstances:

1. Scheduled maintenance and regular system repairs as initiated by CAMT.
2. Down time caused by circumstances beyond CAMT control.
3. Down time caused by circumstances not reasonably foreseeable by CAMT such as (but not limited to) service problems experienced due to telecommunications or digital transmission links failures or interruptions, or general Internet failures or slow-downs.

Complaint Against Client

(excluding Trademarks and Copyright complaints)

1. Generally speaking, unless CAMT is issued a court order, or otherwise required by law, CAMT will respond to third-party complaints or notices by submitting the information to Client and asking Client to respond appropriately. With few exceptions, we will not deactivate or delete Client accounts.
2. CAMT does not proactively review the Web site content of our Clients. In some situations, we may review Web site content to validate compliance with our policies.
3. We take no responsibility for the content or information contained on our Clients' Web sites.

Emergencies / Use Affecting Others

1. We reserve the right to take any proactive steps we deem necessary to maintain the security, connectivity, performance and services of our Clients, including but not limited to actions requiring us to deactivate a Client's Web site, shut down our network, or review the content on a Client's Web site to evaluate the reason for perceived behaviors.
2. In rare instances, we may need to completely delete a Client's Web site because of some significant failure, security breach or other emergency. In such cases, we do our best to backup their Web site prior to deletion, but we cannot ever guarantee a full restore of their Web site.

Backup / Restore

- CAMT cannot guarantee that the contents of a Client's Web site will never be deleted, or that a backup of their Web site will always be available.
- **We always recommend that our clients keep a local backup of their web site.** This means that all contents of a Web site should be copied to their local desktop computer and they should take steps to make a third backup (on tape, multiple floppies, another desktop, or elsewhere).
- CAMT makes a full backup of our server each night (starting around 12am, EST); however, we cannot guarantee a full restore of a Client's Web site at any time.
- We reserve the right to charge an administrative fee to restore any portion of a Client's Web site. It can take approximately 12 to 72 hours to fulfill restore requests.
- Content of Web site files are ultimately the Client's responsibility.

Client privacy

We respect the privacy of our Clients and will not sell or trade their names and addresses. Unless the Client informs CAMT directly to the contrary, CAMT has the right to list Client in a Client directory on our Web site and directly link to their Web site.

We reserve the right to provide contact information upon request in matters relating to potential legal action, flagrant abuses, as required by law, or when appropriate contact information cannot be found on the Client's web site.

Client gives CAMT consent to contact Client directly, via post, email or phone, regarding its services, for Client survey feedback, general announcements or other information that CAMT may deem potentially important to Client.

Criminal prosecution

There are numerous federal, state and international laws regulating the use of the Internet. We will not hesitate to initiate criminal prosecution and/or cooperate with government agencies relating to abuse of our services or systems.

Refusal of service

We reserve the right to refuse service to anyone at our sole discretion.

Termination of Agreement

Service may be terminated by CAMT upon written notice of a breach of the policies laid out in this service agreement by Client. The termination is valid if Client fails to remedy the breach within two (2) weeks of receiving written or electronic notification.

Client is offered opportunity on an annual basis to renew or discontinue their agreement with CAMT. If a client stops using CAMT hosting prior to the end of annual hosting period, no refunds will be given.

Limitations of Liability

1. CAMT operates a shared hosting environment, which affords a hosting option for our Clients and introduces some risk that a Client could impact others.
2. We cannot accept any liability for downtime, interruptions of service, loss of business, breach of security or inadvertent access to Client's private data.
3. We cannot accept any liability for our response to a legal requirement or court order. Furthermore, there are some circumstances where CAMT must use its best judgment on how to respond to opposing legal viewpoints. In such instances, we cannot accept any liability where our judgment is ultimately wrong.
4. CAMT makes no warranty, express or implied in connection with its products and services, including without limitation any implied warranties of merchantability or fitness for a particular purpose.
5. The maximum liability of CAMT to client for damages relating to CAMT's failure to provide services shall be limited to reimbursement of the total fees paid by client to CAMT. Notwithstanding the foregoing, the maximum liability of CAMT to client for damages for any and all other causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to reimbursement of the total fees paid by client to CAMT. In no event shall CAMT be liable for (a) any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the network, systems, software or the services provided hereunder, even if CAMT has been advised of the possibility of such damages, or otherwise for any such claim, or (b) for any damages or costs arising from any third party's actions, failure to act, or delay in performing any obligation whatsoever. Without limiting the generality of the foregoing, CAMT shall not be liable for personal injury or property damage.

Center for Arts Management and Technology

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