

Policies and Terms of Service

Updated November 2019

Qwik Media Inc. hereafter referred to as QWIK MEDIA, provide a range of electronic and other services. Internet Services provided by QWIK MEDIA, hereafter referred to as the Site, are provided under the following Terms of Service agreement.

Short & sweet version:

Unsolicited or Commercial Bulk Email Policy:

If you send *unsolicited* e-mail or post *excessive* messages promoting your site, business, or opportunity, or cause responses from such e-mail message or posting to be directed to your mailbox at QWIK MEDIA facilities, your site, account, etc. will be deleted without warning. We will also bill you for the services you use while sending such messages, the time required to clean up any mess that you make, and any legal fees or other costs we incur while dealing with the incident.

Free Speech policy:

We don't really care about what you send in e-mail, or what you put on your web pages. But, material that we deem to be grossly offensive, including clear expressions of bigotry, racism, or hatred, will not be tolerated.

Piracy:

We will not tolerate the use of our services to promote software piracy.

The full version:

Qwik Media Inc. (QWIK MEDIA) offers a number of Internet-related services.

It is contrary to our policy for any user of any of these services to take part in any of the following activities through a QWIK MEDIA provided service:

1. To send unsolicited mass emailings to more than twenty-five (25) email users, causing such unsolicited emailings to provoke complaints from any of the recipients;
2. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a QWIK MEDIA account or with a QWIK MEDIA account as a maildrop for responses;
3. To use the QWIK MEDIApublishing.com domain name or the domain name of any QWIK MEDIA affiliates to advertise any QWIK MEDIA website or service via Unsolicited Commercial Bulk Email as defined above.

QWIK MEDIA considers the above practices to constitute abuse of its service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by QWIK MEDIA's terms and conditions of

service. Engaging in any of these practices will result in termination of the offender's account and/or access to QWIK MEDIA services.

In addition, QWIK MEDIA reserves the right, where feasible, to implement technical mechanisms that block multiple postings as described above before they are forwarded.

This policy addresses only the kinds of network abuse specifically enumerated above. In addition to these activities, QWIK MEDIA's terms and conditions of service also prohibit other forms of abuse such as harassment and the posting of illegal or unlawful materials, and QWIK MEDIA will respond as appropriate to these other activities as well.

Nothing contained in this policy shall be construed to limit QWIK MEDIA's actions or remedies in any way with respect to any of the foregoing activities, and QWIK MEDIA reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, **including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from use of QWIK MEDIA services.**

In addition, QWIK MEDIA reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

By use of the Site, you agree to use the Site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions discussed below.

Site Guidelines

QWIK MEDIA is not responsible for the content of any homepage, and the views expressed are the responsibility of the User and not QWIK MEDIA. QWIK MEDIA does not review Web pages in any way before they appear on the Site. QWIK MEDIA reserves the right to remove any page from the Site at any time without notice.

QWIK MEDIA provides space for Web Pages & Sites but makes no implied or express warranties about the reliability of these pages. QWIK MEDIA is not responsible for any damage caused by loss of access to, or deletion or alteration of web pages; individual Users are responsible for monitoring and creating backups of their pages.

The following is a **non-exclusive** list of actions and content not permitted on the Site:

- i. Any use of copyrighted material without the express permission of the author or owner.
- ii. Pages that exploit the images of anyone under the age of 18.
- iii. Material that we deem to be grossly offensive, including clear expressions of bigotry, racism, or hatred.
- iv. Messages, web pages, or communications of any kind that promote illegal activity.
- v. Material that defames, abuses or threatens others.

- vi. Making available copyrighted software which has been “cracked” - i.e., the copyright protection has been removed from the software.
- vii. Making available serial numbers for software which can be used to illegally validate or register software;
- viii. Making available tools that can be used for no purpose other than for “cracking” software.

Indemnity

User agrees to indemnify QWIK MEDIA and any third-party information providers against any and all claims and expenses, including attorneys' fees, arising from the User's use of the Site. This expressly includes: (i) User's responsibility for any and all liability arising from the violation or infringement of proprietary rights or copyrights and (ii) any libelous or unlawful material contained within User's Web Page or other portion of the Site.

Termination of Service

QWIK MEDIA may terminate any and all information, communications, Postings, or Web Pages at any time, without notice, for conduct that violates this Agreement or other policies or guidelines set out by QWIK MEDIA elsewhere on the Site. QWIK MEDIA may terminate and delete any and all information, communications, Postings, or Web Pages for online conduct that QWIK MEDIA believes is harmful to other Users, the business of QWIK MEDIA, or other third-party information providers.

Choice of Law

This Agreement shall be construed and controlled by the laws of the Province of Ontario, without regard to its conflict of law provisions. Any dispute arising hereunder will be governed by the laws of the Province of Ontario.

If you have any questions regarding the information on this page please contact admin@qwikmedia.com.