

ProMediaCom Web Hosting - Network Overview

TERMS OF SERVICE

This service agreement has been put together to provide you with a complete set of policies that bind us as the hosting services provider, and you, as our customer.

This service agreement is between ProMediaCom Web Hosting Managed Hosting (hereinafter "Company," "we," "our," "us," or "ProMediaCom Web Hosting") and you, our customer (hereinafter "Customer", "client", "you" or "your").

We as your web hosting service provider, will supply you with a shared web hosting or a dedicated hosting solution. As your web hosting provider, we will make available various services and software for maintaining your website, as indicated on our website.

Upon paying for and using the hosting services provided by ProMediaCom Web Hosting, Customer indicates his/her agreement to the following terms and conditions, as outlined below. This agreement supersedes any other oral agreement between ProMediaCom Web Hosting and Customer.

Customer Responsibility

Illegal material

SPAM Policy

High Resource User Policy

Chat Rooms

Backups

Payment Policies

Cancellation & Refunds

Indemnification

Disclaimer

- **CUSTOMER RESPONSIBILITY** - It is solely customer's responsibility not to share his/her account, ftp, control panel, support login details with anyone. If his/her account is compromised, we cannot be held responsible for this. In an extreme case if the server security is compromised in anyway, the customer shall be held liable for this and shall be billed for the time spent by technical team to fix it (\$150/hour) and the customer account shall be de-activated till the investigation gets over.

- RESTRICTED MATERIAL

We do not allow any of the following content to be stored in the web hosting space (ftp space included) that you are provided with.

This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation. Pornography, nudity, erotica, and sex-related merchandising, including sites that may infer sexual content, or link to adult content elsewhere are not permitted.

WareZ and malicious software - Includes pirated software, ROMS, emulators, hacking, password cracking. IP spoofing, Trojan horses, viruses, spy-ware, dialers, malware etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

- **SPAM** (unsolicited bulk e-mail) - We have zero tolerance for SPAM. We reserve the right to block the account

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of anyone spamming or reported spamming after investigation.

If you are found to be engaged in any of the above activities then your account can be terminated without warning and you will not be entitled for any refunds, including the money back guarantee and we will report you and the incident to the proper local, state and federal authorities and will prosecute you to the full extent of the law and shall be fined \$1000.

- HIGH RESOURCE USER POLICY

Resources are defined as bandwidth and/or processor utilization.

We may at any given time implement the following policy to its sole discretion:

When a website is found to be monopolizing the resources available, we reserve the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of servers on which your site will be hosted.

- CHAT ROOMS

We do not allow customer to install chat rooms. Chat rooms tend to be large system hogs and we do not permit it as an account option on our shared hosting solutions.

- BACKUPS

We regularly make backup copies of information stored on its servers for disaster recovery purposes. Nevertheless, availability of backups is not guaranteed and we will not be responsible for loss of customer data. Customers are advised to make regular backups of the information they store on our servers. Our Control Panel provides tools that facilitate data backup and restoration.

- PAYMENT POLICIES

All accounts are set up on a prepay basis. Although we reserve the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment.

The account will be automatically charged for the next payment period unless a cancellation request is submitted as per our "cancellation and refunds policy".

In situations where the account holder does not renew his/her account, We will suspend the service after 10 days of payment being past due. We do not guarantee that suspended sites will remain intact on our servers.

In addition, we reserve the right to suspend other services by the same customer with an outstanding balance, until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer submits a cancellation request.

No bills or invoices will be sent by regular (postal) mail. All invoices will be sent directly to customer(s) via email after the online purchase has been made. At this point the customer's card will be charged automatically. The invoice(s) shall be either sent by us or by our credit card processor.

- CANCELLATION AND REFUNDS

If for some reason, you are not satisfied with our services, please apply for the cancellation within the first 30

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days of your payment date. In case you fail to apply for the refund and cancellation during this period, it shall void 30 day money back guarantee. Setup charges if any are not refundable.

In case you are ProMediaCom Web Hosting's customer for more than 30 days, please make sure to apply for the cancellation anytime before the next billing cycle date.

To apply for the cancellation and/or refund, you must submit a cancellation ticket at [https://my.ProMediaCom Web Hosting.net](https://my.ProMediaComWebHosting.net), under the category "Plan - Cancel". Please also provide us with the reason of cancellation, so that we can work harder to improve upon that area. Phone or Online Chat cancellations are not acceptable. No refunds are applicable once 30 day money back guarantee is over.

Accounts that are either cancelled, deactivated, and/or have services suspended for violation of our terms of service, or accounts that exceed their disk or bandwidth usage amount do not qualify for our 30 day money back guarantee and will not receive any refunds.

Requests to cancel accounts or the termination of your payment plan with us will result in the IMMEDIATE deactivation of your account. In a case where a client has ceased a billing cycle, the account will be deactivated upon investigation by our billing department.

NO refund under any condition shall be processed if a customer fails to comply with our "Terms of Service".

- INDEMNIFICATION

Customer agrees that he/she shall defend, indemnify, save and hold ProMediaCom Web Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against ProMediaCom Web Hosting owners, their agents, their customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customers, agents, employees or assigns of the owners of ProMediaCom Web Hosting. Customer agrees to defend, indemnify and hold harmless ProMediaCom Web Hosting owner/s against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with ProMediaCom Web Hosting. (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from ProMediaCom Web Hosting.

- DISCLAIMER

ProMediaCom Web Hosting will not be responsible for any damages your business may suffer. ProMediaCom Web Hosting makes no warranties of any kind, expressed or implied for services we provide. ProMediaCom Web Hosting disclaims any warranty or merchantability or fitness for a particular purpose, including loss of data resulting from delays, server malfunctions, missed backups, non-deliveries, wrong delivery, and any and all service interruptions caused by ProMediaCom Web Hosting proprietors and their employees.

ProMediaCom Web Hosting reserves the right to alter, change or modify any provision of this Terms of Service Agreement at any time with or without prior notice to you