Hosting Terms and Agreements

Acceptable Use Policy (AUP)

By using our webhosting services, you agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses:
Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, violation of U.S. export restrictions, harassment, fraud, trafficking in obscene material, drug dealing, and other illegal activities.
Interpretation
The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. Webflogger.com reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.
Illegal Use
Webflogger.com servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: "Pirated software", "Hackers programs or archives", "Warez Sites", "Irc Bots", "Mp3".
We will be the sole arbiters as to what constitutes a violation of this provision.
System and Network Security
Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.
It is a violation for anyone who, including but not limited to, employs posts or programs which consume excessive CPU time or storage space, permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; or resale of access to CGI scripts installed on our servers.

Tortuous Conduct
No one shall post defamatory, scandalous, violent or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
Spamming
Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
It is contrary to Webflogger.com policy for customers to use our servers to effect or participate in any of the following activities:
To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
To send unsolicited mass e-mailings, if such unsolicited e-mailings provoke complaints from the recipients;
To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Webflogger.com provided server, or using a Webflogger.com provided server as a maildrop for responses;
To falsify user information provided to Webflogger.com or to other users of the service in connection with use of a Webflogger.com service.
When Webflogger.com becomes aware of an alleged violation of its Acceptable Use Policy, Webflogger.com will initiate an investigation (within 24-48 hours). During the investigation Webflogger.com may restrict Customer 's access in order to prevent further possible unauthorized activity. If the Customer is found in violation of our SPAM policy, Webflogger.com Inc. may, at its sole discretion, restrict, suspend, or terminate Customer's account and/or pursue other civil remedies. Also, Webflogger.com Inc. reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. If

such violation is a criminal offense, Webflogger.com will notify the appropriate law enforcement department of such violation.

Webflogger.com does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

The Customer shall be held liable for any and all costs incurred by Webflogger.com Inc. as a result of the customer's violation of these terms and conditions. This is including, but is not limited to, attorney fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. First violations will result in a Cleanup Penalty of $250 and the customer's account will be reviewed for possible immediate termination. A second violation will result in Cleanup Penalty of $500 and immediate termination of the customer's account. The Customer who violates this policy agrees to also pay Investigation Fees of no more than $125 per hour that Webflogger.com Inc. personnel must spend to investigate any violations. Credit card payments will not be accepted for all incurred penalties or violation charges.

Modification

Webflogger.com reserves the right to add, delete, or modify any provision of this Policy at any time without notice. Reporting Network Abuse Any party seeking to report any violations Webflogger.com's policy may contact via e-mail: support@Webflogger.com.

WEBFLOGGER.COM CUSTOMER SERVICE AGREEMENT

This is an agreement between you and Webflogger.com regarding your use of Webflogger.com's computer, interactive information, communication and server management service. This Agreement governs the terms and conditions under which Webflogger.com makes the services offered by Webflogger.com available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the " Webflogger.com " webhosting or similar services. Under this Agreement, you must comply with Webflogger.com's then current "Acceptable Use Policy," as updated from time to time by Webflogger.com.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. Webflogger.com will host an account for you, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Account Holder. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. We require notification of non-renewal with at least 30 days notice but not more than 60 days prior to the renewal date. You must have all account information to cancel (including Billing Name, Email Address, Domain Name, Main Username, Main Password). If you do not provide this notice, you will be charged for the next terms rate. There are no refunds on a la carte services.

2. Webflogger.com's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Webflogger.com expressly disclaims any representation or warranty that the Webflogger.com services will be error-free, secure or uninterrupted. No oral advice or written information given by Webflogger.com, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

3. The Virtual Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Further, the Account Holder agrees not to store, transmit, link to, advertise or make available any images containing pornography. Violations of these or any other provisions of this Agreement may result in termination of the services provided by Webflogger.com, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Webflogger.com based upon the severity of the violation. Webflogger.com reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading, or obscene, or is otherwise in breach of Webflogger.com's then current Acceptable Use Policy, in the sole and absolute opinion of Webflogger.com. Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Webflogger.com from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Webflogger.com, (collectively, Claims) related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement.

4. Account Holder acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Account Holder. Account Holder is aware that Webflogger.com reserves the right to change the specified rates and charges from time to time.

5. The Account Holder agrees to follow generally accepted rules of "Netiquette" when sending e-mail messages or posting to newsgroups. Account Holder is responsible for security of its password. Webflogger.com will not change passwords to any account without proof of identification, which is satisfactory to Webflogger.com, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes Account Holder, Account Holder understands that Webflogger.com will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Webflogger.com be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless Webflogger.com from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6. The Account Holder agrees not to harm Webflogger.com, its reputation, computer systems, programming and/or other persons using Webflogger.com's services. Webflogger.com reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by Webflogger.com may be provided on a shared server. This means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate it's website. Webflogger.com will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then Webflogger.com has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless Webflogger.com and any other Account Holder from any and all Claims resulting from the Account Holder's use of the services provided by Webflogger.com The terms of this Section will survive any termination of this Agreement.

7. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Webflogger.com.

8. If the Account Holder sells or resells advertising or webspace to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. Webflogger.com has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current Webflogger.com Acceptable Use Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Webflogger.com, Webflogger.com may terminate the services being provided to the Account Holder.

9. Webflogger.com will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Webflogger.com be liable to the Account Holder for any damages resulting from or related to any failure or delay of Webflogger.com in providing access to the Internet under this Agreement. In no event shall Webflogger.com be liable to the Account Holder for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Webflogger.com under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive any termination of this Agreement.

10. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A Webflogger.com account may not be transferred without prior written approval from Webflogger.com. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of the Webflogger.com services, including any damages resulting therefrom, until the Account Holder notifies Webflogger.com's customer service.

11. If Webflogger.com assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the Webflogger.com services, the right to use that Internet Protocol address will remain with and belong only to Webflogger.com, and the Account Holder will have no right to use that Internet Protocol address except as allowed by Webflogger.com in its sole and absolute discretion.

12. This Agreement constitutes the entire agreement between the Account Holder and Webflogger.com with respect to the Webflogger.com services and supersedes all prior agreements between the Account Holder and Webflogger.com. Webflogger.com's failure to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is

held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

13. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in Dayton, Ohio. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

14. The Account Holder agrees to indemnify and hold Webflogger.com harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Webflogger.com will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

15. Webflogger.com may include the Account Holder's name and contact information in directories of Webflogger.com service subscribers for the purpose promoting the use of the services by additional potential clients. However, Webflogger.com is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of the Account Holder.

16. The interpretation and enforcement of this Agreement shall be governed according the laws of the state of Ohio (excluding its choice of law rules) and the federal laws of United States applicable therein. The Account Holder hereby consents to personal jurisdiction in the federal and provincial courts of Dayton, Ohio for any action arising out of or relating to the Account Holder's use of the Webflogger.com services. The federal and provincial courts of Dayton, Ohio will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this Section will survive any termination of this Agreement.

17. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

18. Because the Internet is a global communication tool, and we have clients from nearly every country in the world it is difficult to dictate what is considered "adult material." However, it is not our function to discriminate against those who choose to utilize adult content or adult related material. This being said, there are still several reasons why Webflogger.com has been forced to create its no adult sites policy for its virtual server users.

19. Account holders can receive a full refund if account is cancelled within the initial 30 days after sign up. For all subsequent monthly payments the account holder can receive the refund only if account is canceled within 3 days after the monthly payment is made. Any refund request must be received within 30 days of cancellation to be considered a valid request.

20. Webflogger.com may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

21. If an account holder's account becomes overdue, the account will be suspended. Interest will accrue on the overdue account at a rate of 10% per month until the outstanding balance is paid in full.

22. If an account holder charges back for services rendered, the customer's account will be immediately terminated.

23. If an account holder's account is overdue for 90 days, the account will be handed over to an outside collection agency. At that time the account holder will incur a $50.00 collection fee added to the balance previously due.

24. Credit card payments will not be accepted for all incurred penalties or violation charges.

25. All accounts are subject to verification.

26. You agree that Webflogger.com may establish limits concerning use of any Webflogger.com service offered on any Webflogger.com web site, including without limitation the maximum number of days that e-mail messages will be retained by any Webflogger.com service, the maximum number of e-mail messages that may be sent from or received by an account on any Webflogger.com service, the

maximum size of an e-mail message that may be sent from or received by an account on any Webflogger.com service, the maximum disk space that will be allotted on Webflogger.com's servers on your behalf either cumulatively or for any particular service. You agree that Webflogger.com has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Webflogger.com service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Webflogger.com service may change at any time.

27. What does Webflogger.com consider "Adult Material?"

Any site whose revenue is gained in part or whole from its adult content.

Photos or videos showing frontal nudity on either men or women for non-scientific or non-artistic purposes. Photos or videos showing graphic violence or death.

Revenue-generating hyperlinks to sites who violate policy #1.

Why does Webflogger.com have this policy?

Bandwidth and Resources

A virtual server is a shared environment where many servers reside on each particular machine. This being said, consider that an average "adult site" gets more hits than 100 standard websites. Some of the smaller adult sites get around 5 GB of transfer per day. With these types of resources being utilized, our servers would be severely slowed if we allowed these high traffic sites to also reside on our servers. On top of that, we would be forced to raise our prices to pay for the additional bandwidth. We strive to keep our servers fast and inexpensive, and our bandwidth clear; therefore, adult sites are not an option.

Webflogger.com reserves the right to decide what it considers "adult content", "adult material", "sexually explicit", or "sexually related". Let us know if you are unsure of the approval of your site before placing an order.