

# Terms of Services

Revision date: 13 January 2017

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the ohostme.com website or any affiliated services (the "Service") operated by OHostme ("us", "we", "OHostme", "OHM" or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## 1) Purchases:

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

## 2) Account Setup:

We process most orders automatically once we, and/or our payment processor/partner have screened the order(s) for fraud. It is also your responsibility to provide us with a contact e-mail which does not belong the domain you purchased from us, or that your account is linked to.

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Website migrations are done as a courtesy, and whilst they are usually completed in a timely manner, more complex migrations may take longer. We only migrate cPanel to cPanel. For resellers, free migration includes up to 30 cPanel accounts in total, and at a single point in time. After the initial 30 accounts, further full migrations (where we fetch the backup from the remote server and restore it locally) are charged at a rate of \$35/hour. If a backup file is provided and uploaded to our

servers, restoring it is free of charge.

With some of our services, licenses may be included or purchased as an add-on to the service. You acknowledge that any third party license issued by OHostme or its affiliates may never be used outside of our network, unless our written and signed permission is given to do so. You also acknowledge and accept that use of third party software requires you to follow the third party software Terms of Service and other applicable service agreements. Misuse of licensed software may result in account suspension or termination, as well as an immediate termination of the software license. OHostme may report misuse of licensed software to applicable third parties.

### **3) Content:**

Any and all services provided by OHostme or its subsidiaries/partners are only to be used for lawful purposes. Law applicable is the law in the state of Illinois, and the United States of America.

Usage of the services provided by OHostme or its subsidiaries/partners, that infringes on another party's copyright or trademark, is prohibited. This includes, but is not limited to, distribution of copyrighted material without permission from the author or owning party, sales of counterfeit merchandise, or usage of material or data that you do not have the lawful right to use.

OHostme is a web hosting provider, and shall be used as such. Using a shared hosting account as a means for backups or storage for images, files or documents is forbidden, and may result in termination of your services. Using a non-reseller account to provide free or paid hosting services is also forbidden, and will result in the immediate termination of your services.

Storing/streaming large amounts of video or audio from our services is not allowed, and may result in suspension or termination of your services. This is because streaming of such requires a lot of resources, which may impact other clients negatively.

Hosting any software, source code or other material that is illegal or could be used to commit illegal acts is prohibited. This includes, but is not limited to, software exploits, exploit source code, hacking tutorials or tools, trojans or other viruses or malware, or instructions on how to create bombs or similar devices. These infractions (or suspected infractions) are investigated, and may result in termination of your services. Any evidence collected may also be reported to authorities, depending on the severity of the breach - at our discretion.

Hosting any kind of game server is prohibited due to the proneness of Denial of Service-attacks.

Using our backup storage services in order to provide public or private FTP access to any content is prohibited. The use of this product is for storing backups, not sharing files. It shall as such only be used for storing and retrieving backups between authorized systems.

OHostme reserves the right to remove any content, without prior warning or notice, that it deems obscene, illegal or threatening - or that violates the Terms of Service in any manner, way or form.

Any material that is deemed illegal in the United States of America, including - but not limited to - child pornography, bestiality, hate speech or scam sites, will be removed with or without notice, and will result in immediate termination of your services.

OHostme stands for, and fights for, an internet free of deception and fraudulent content. We believe the internet is an amazing source of information and entertainment - and should not be plagued with harmful content. We therefore strictly forbid any content that is fraudulent in nature. An example of

such content can be a site that replicates a brand or known entity of another, and by design therefore tricks a user into believing the site is real or affiliated with that entity even though it is not.

#### **4) Abuse:**

OHostme reserves the right to decide what is and is not considered abuse, and whilst the below acts as a general guideline for what may be considered abusive, it is entirely up to OHostme and its staff to make a final decision on whether or not a case falls within potential abuse.

Abuse can include, but is not limited to:

Any attempts to compromise, damage or otherwise generate a decline of an electronic devices performance, security or service, belonging to OHostme or any other entity, is strictly forbidden. This can include port scanning, vulnerability scanning or IP range scanners. All suspected infractions will be investigated by our Abuse Team, and may result in the immediate termination of your services.

Denial of Service (DoS/DDoS) attacks directed at us, or any other entity, from our servers or toward our servers, are absolutely prohibited. Any attempts at launching a DoS/DDoS attack, or any successful attack, will result in immediate termination of service, and the logs pertaining to this, along with customer details, will be reported to authorities.

Incoming DDoS targetted at a customer is also defined as Abuse as per these Terms of Service. OHostme offers a high level of protection against DDoS attacks targetted at our systems and entities thereof. Long-lasting, intermittent but frequent, or large attacks directed at a specific customer can lead to termination of the account in order to maintain overall network health.

Abuse of Staff - being unwilling to assist in the solution to your issues, being overly aggressive, condescending or vulgar, will result in suspension or termination of your services. All of our staff are here to help and assist you, and shall not tolerate abusive behaviour.

Any attempts, successful or otherwise, to send out SPAM/unsolicited e-mail, will result in immediate termination of your services. We maintain an absolute zero tolerance policy on all sending of SPAM or unsolicited e-mail. We also do not allow e-mail lists, whether legitimate or not. Any site that causes any IP inside of our IP space to be blacklisted will also be immediately suspended and/or terminated.

Phishing, malware or any other similar but equally harmful action, caused by offering false pretence or misleading visitors.

Usage of traffic exchange services, traffic generators (automated or otherwise) as well as any application creating spoofed traffic/requests is prohibited, and may result in the suspension of your account.

OHostme aims to notify clients regarding abuse within their domain network. Clients are responsible for maintaining communication with the Abuse Department and to take actions as advised. If no response is given within 48 hours of initial contact, OHostme reserves the right to immediately terminate the service, and remove any data associated with said client.

#### **5) Billing**

You agree to supply payment for the services received from OHostme, on the due date of said services. Payment should be made in full, according to the invoice received. You agree that unless you have submitted a cancellation request through the Client Area, your services will continue to be billed on a recurring basis.

Upon failing to pay in due time, you will receive reminder invoices. After 3 days, your services will be suspended, and thereby stop functioning. A late fee of \$2 will also be applied at this point, which will be applied on top of your invoice. You understand that this fee must also be paid in order for

your services to be re-activated. When thirty days has passed since your invoice was originally due, your account will be terminated, and all files associated with the account will be removed. If you should wish to re-open the account, this will be done at current pricing. Any old agreements or discounts you have will be void.

Dedicated Servers should always be paid on, or before their due date. We extend a maximum of up to five days grace period, at our discretion, before we disassemble the server.

Domain renewal notices are sent five times. 60 days, 30 days, 15 days, 7 days and 1 day before expiry. Upon failing to pay the invoice, your domains will expire, which may result in them being bought by someone else.

We utilize PayPal and Stripe to process payments. When paying with PayPal, you have the option to either make a one-time payment, or set up a Billing Agreement. A Billing Agreement (also referenced as a reference transaction or reference payment) means that any and all of your services, unless they are cancelled, will be paid on their due date. If there are funds in the PayPal account to cover the purchase, those will primarily be used to make a payment. If account balance is not sufficient, the primary payment method will be used (for example, a credit card). If this fails, the backup payment method will be used.

A single Billing Agreement covers every active service, and will be used on any service where it is set as the default payment method in our systems. You understand and accept that by setting up a Billing Agreement, you allow automatic payment of your service invoices, and manual payments with your consent. A Billing Agreement may be cancelled or revoked at any point in time, either by you as the user via PayPal's website, or by opening a ticket asking us to revoke the Billing Agreement.

## **6) Cancellation, Refund & Termination:**

OHostme offers a full 7 day refund policy on all web hosting packages. Top-level domain names are excluded, as they are non-refundable once purchased. Virtual Private Servers (VPS) and Dedicated Servers are also exempt from this policy.

Reseller Hosting is covered by the money-back guarantee as long as any applicable licensing is not redeemed. Once you (the customer) redeem any included licensing, you void your right to the money-back guarantee covered by this clause.

Should you (the customer) feel for any reason that you are not happy with your purchase, or for any other reason wish to cancel it, you may do so by submitting a support ticket through the client area. In the event of a refund, the access to your hosting account will immediately be suspended upon the refund going through, and all files associated with that hosting account will be permanently deleted. It is therefore advised that you back up any important files that you may need prior to requesting a refund.

After the 7-day period has ended, refunds are no longer accepted, unless special circumstances occur. These special circumstances could be (but are not limited to) prolonged outage of service, degraded performance, severe lack of support for said service, or pending investigation of fraudulent payment. These are judged on case-by-case basis, and the final decision is up to us.

To prevent abuse of this service, the money back guarantee can only be used once per client. If you (the customer) decide to make use of this clause, and then sign up for a service at a later point in time, you waive your right to the money back guarantee.

In the event that the customer has paid for a prolonged period of time, the customer may be entitled to a pro-rated refund. This is judged on a case-by-case basis and the decision is taken by OHostme.

Note that any cost related to the payment processor, or the cost involved in making a transaction using said payment processor or provider, will not be refunded.

Also note that abuse of service, or breach of this Terms of Service, voids your right to a refund, even if covered under the 7 day money back guarantee.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service by submitting a cancellation request in the Client Area.

**Cancellations** If you wish to cancel an existing service, you will need to submit a Cancellation Request via the billing portal. You would need to log in, find the service, and click on the cancellation button and reason via the support portal for it to be a valid cancellation. Support ticket cancellations will not be accepted. Failure to cancel services properly will result in you being held responsible for the next billing cycle's payment due.

OHostme reserves the right to terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

## **7) Fraud**

OHostme utilizes FraudRecord to screen new orders for previous fraudulent activity and report existing clients who violate our Terms of Service. In case of a violation, you may be reported to FraudRecord for misbehaviour using non-identifiable anonymous information.

We also utilize the services of MaxMind in order processing. MaxMind uses several methods to verify the authenticity of an order. In cases of high-risk purchases, you may be required to provide a scan of a government issued identification, and in very rare cases even the credit card used for the purchase. Failing to meet these requirements may mark your order as fraudulent in nature, resulting in it not being processed, and reported to FraudRecord as potential fraud (see above).

## **8) Backups & Data Loss**

Whilst we do offer backups service on selected hosting plans, your use of this service is at your sole risk. This service is provided to you as a courtesy. OHostme is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on OHostme servers.

## **9) Resource Usage**

OHostme utilizes CloudLinux to actively monitor, as well as limit resource consumption. This is done to provide a stable and fast platform for all users, and to avoid having users bring down the performance of others.

#1: Users may not consume 15% or more of system resources for a period longer than 60 seconds.

#2: Users may not run any type of crawler, web indexer or web spiders.

#3: Users may not use any software that interfaces with IRC, or an IRC network.

#4: Users may not run cronjobs with intervals of less than 15 minutes.

- #5: Users may not run any unattended daemons, or other server-side processes.
- #6 Users may not run any torrent application, tracker, or client.
- #7 Users may not participate in any file-sharing/peer-to-peer activities.
- #8 Users may not run any gaming servers such as Counter Strike, Half-Life, Battle Field, etc.
- #9 Users may not run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- #10 Users may not offer image, file, document or data storage, free hosting or email services and audio/video streaming on shared servers.

The use of more than 200,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid over-usage, however databases will still be backed up. Every file (a webpage, image file, email, etc) on your account counts as one inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension.

OHostme also sells Virtual Private Servers. Most resources on a Virtual Private Server (such as RAM, Diskspace and Bandwidth) are hard-limited to the values purchased. CPU is however only limited pertaining to number of cores, not usage of said cores. Since CPU usage is hard to determine (where spikes of high CPU usage is normally acceptable), and since our platforms work on an equal-share basis, we do not have clear limits on acceptable CPU usage. We instead reserve the right to immediately suspend or terminate any server that shows consistent patterns of resource abuse. We will typically hand out several warnings prior to taking action - however the performance and stability of the entire platform is regarded as the highest priority.

Our Backup Services utilize a fair usage policy on bandwidth and I/O. Should a user show what OHostme considers abnormal usage patterns that suggest a decline in grade of service could occur, OHostme agrees to contact the user and provide a 24-hour timespan to resolve the issue. Bandwidth usage may never exceed three times the plan space purchased in a single month.

## **10) Uptime Guarantee**

OHostme guarantees a 99% uptime calculated on a monthly basis. If you find that your uptime is less than 99%, you may receive credit for the downtime. Credit is at the discretion of OHostme. Every case of downtime is investigated thoroughly, so that any intermittent problems can be fixed. Note that third-party uptime monitors do not count as evidence of downtime, as they can report downtime due to bad routing or local DNS issues.

On Virtual Private Servers, uptime is heavily controlled by the user and the software installed. Our responsibility includes ensuring that the allotted resources are available, as well as ensuring the network uplink & physical server health. Any downtime caused by software or configuration installed/done by the end-user is disqualifies the usage of SLA terms.

Backup Services are exempt from the standard uptime guarantee due to the increased level of maintenance required for the nature of these services to be fluent. Whilst the actual availability of these services is normally much higher, the uptime guarantee is lowered to 90%, calculated on a monthly basis.

To request credit for downtime, please open up a ticket to the Billing Department within 5 days of

incidences, along with any justification or evidence of said downtime.

## **11) Reseller: Client Responsibility**

Resellers are responsible for providing support to their clients. OHostme does not assume any responsibility, nor do we offer support, for our Reseller's clients. Any support requests which require assistance from OHostme needs to be made by the reseller, from their own client account. The reseller furthermore assumes responsibility for any and all data and content stored, or transmitted under their reseller account. The reseller also assumes responsibility for the actions of their clients. OHostme will hold the reseller accountable for any of their clients actions which result in a breach of the law, or the Terms of Service.

## **12) Price Changes**

OHostme reserves the right to make modifications to the price and/or resources available to existing services, as well as change the price listed on Ohostme website or any other points of sale.

## **13) Support Scope**

As a user of our services, you are fully responsible for the installation and operation of any and all scripts or applications on your service. We are not obligated (although we often try) to troubleshoot or provide any support related to malfunctioning scripts or applications. You are also responsible for maintaining security and updates of any and all installed applications.

## **14) Disclosure to Law Enforcement**

OHostme may disclose any and all subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. OHostme will try to ensure that the request is lawful and that there is basis for such a request before disclosing such information. We do however co-operate fully with law enforcement agencies.

## **15) Limitation Of Liability**

In no event shall OHostme, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## **16) Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

OHostme its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be

corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

OHostme strives to uphold a very high standard of our services however. For specific information pertaining to our SLA in cases of outages, please refer to the appropriate sections of this Terms of Service.

## **17) Arbitration**

By using our services, you agree to binding arbitration. If any disputes or claims arise against OHostme or its subsidiaries, such disputes will be handled by an arbitrator of our choice. All decisions rendered by that arbitrator will be binding and final. You are also responsible for any and all costs involved or related to such arbitration.

## **18) Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.