

Terms of Service ("TOS") – 2HOST

2HOST agrees to furnish services to the subscriber of services ("Client"), subject to the following TOS ("Terms of Service").

2HOST reserves the right to change this TOS at any time. Such changes, modifications, additions or deletions shall be effective immediately upon posting on-line at this location. You acknowledge and agree that it is your responsibility to review this site and this TOS periodically and to be aware of any modifications. Your continued use of the services after such modifications will constitute your: (a) acknowledgment of the modified TOS; and (b) agreement to abide and be bound by the modified TOS. If you do not agree to these terms, please contact us to cancel your services.

Contact Information

You agree to provide 2HOST with accurate and complete contact information. Contact information means any data relating to your identity, electronic mail, and street address, or telephone and fax number, or any other information that you provide to 2HOST in order to receive or to continue receiving services. Further, you agree to provide 2HOST with updated contact information within a reasonable period of time following the change in circumstance that creates the need for updated information.

Payments and Fees

Establishment of this service is dependent upon receipt by 2HOST of payment of stated charges. Subsequent payments are due on a recurring date that coincides with the date of sign up or the first day of every (calendar) month. The accepted methods of payment are credit card and Paypal. Paypal payments must be submitted to through the invoice pay link inside the client area only. Clients are responsible for any additional transaction fees that coincide with any payment methods.

2HOST reserves the right to deny Client the use of any payment method for, but not limited to, abuse or misuse of a payment method. Abuse of a payment method may also be grounds for further disciplinary action up to and including the immediate and permanent cancellation of the Client's services or their entire account with 2HOST. If a check or ACH draft is returned for any reason, the account will be assessed a \$49 service charge per item. If payment for the returned check amount and service fee is not remitted in full by 1 P.M. CST the following business day, the server will be deactivated until payment is received and will be subject to regular reconnect fees. Credit cards that are declined for any reason are subject to a \$5.00 declination fee.

Service will be interrupted on accounts that reach 3 days past due. Service interrupted for nonpayment is subject to a \$50 reconnect charge. Accounts not paid by due date are subject to a \$10 late fee. Accounts that are not collectible by 2HOST may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay a Processing and Collection Fee of not less than \$75 nor more than \$200. If you desire to cancel your account, please follow the proper procedure as outlined in this TOS.

If a service is deactivated due to non-payment the service in question will only be reactivated once payment for the outstanding balance has been received in full. If all services on an active account are deactivated all outstanding invoices must be paid in full before any one service will be reactivated. 2HOST reserves the right to keep a service deactivated until funds paid have cleared.

Account Cancellation

Client must submit service cancellations by opening a ticket through our client portal at least 7 days but not more than 30 days before the end of the service's billing cycle. Cancellation requests are not accepted through phone, email, fax, or any other method besides through opening a ticket through our client portal. You must have all account information to cancel an account. Only the authorized account holder may cancel the account.

In the event of cancellation, customer will automatically be billed for any excess bandwidth usage during the then-current monthly billing cycle.

Bandwidth

Client agrees that bandwidth usage shall not exceed the number of gigabytes per month for the services ordered by Client. 2HOST will monitor Client's bandwidth usage and will provide RTG graphs of bandwidth usage for Client to review in the 2HOST client portal. 2HOST shall have the right to take corrective action if Client's bandwidth usage exceeds the amount allocated by Client's service plan ("Allocation"). Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all services, or termination of this agreement, which actions may be taken in 2HOST's sole and absolute discretion. 2HOST believes in communicating with our clients and will try to work with our clients to resolve any overage issues before taking action which could cause a client's service to become unavailable.

Bandwidth usage is measured on a monthly basis coinciding with Client's billing cycle. Both incoming and outgoing traffic are counted.

In the event that a customer exceeds the included allocation, 2HOST may, at its sole discretion, collect a deposit in the amount of \$0.25 per GB for the projected overage for the month, immediately against customer's credit card on file with 2HOST.

Client agrees to pay 2HOST any additional fees for bandwidth overages within 3 days of the invoicing period at a rate of \$0.25 per GB of bandwidth used over the Allocation. Any bandwidth overage bill not paid within three (3) days of invoicing will subject the server and services to suspension.

Unused bandwidth allocations cannot be carried over to future months, or applied to other servers.

IP Allocations

All IP addresses which are assigned to Client must be justified per ARIN Guidelines at <http://www.arin.net/policy/nrpm.html>. If it is determined that IP addresses which have been assigned to Client are not being used in accordance with these guidelines, they may be revoked.

SPAM and Unsolicited Commercial Email (UCE)

2HOST takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or spam over our network. Very simply this means that customers of 2HOST may not use or permit others to use our network to transact in UCE. Clients of 2HOST may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

a. Violation of 2HOST's email policy, as outlined in the Acceptable Use Policy ("AUP") will result in severe penalties. Upon notification of an alleged violation of our AUP, 2HOST will initiate an immediate investigation (within 48 hours of notification). During the investigation, 2HOST may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our AUP, 2HOST may, at its sole discretion, restrict, suspend or terminate customer's account. Further, 2HOST reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. 2HOST will notify law enforcement officials if the violation is believed to be a criminal offense.

b. First violations of this policy will result in an "Administrative Fee" of \$100 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$250 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$149 per hour that 2HOST personnel must spend to investigate the matter.

c. As our Clients are ultimately responsible for the actions of their clients over the 2HOST network, it is advisable that Clients develop a similar, or stricter, policy for their clients.

Refund and Disputes

All payments to 2HOST are nonrefundable. This includes one time setup fees, prepayment fees, and subsequent charges regardless of usage. Client shall not be entitled to any refunds, pro-rated or otherwise, in the event of early termination of this agreement by 2HOST according to the terms herein. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer or payment provider (chargeback) that, in 2HOST's sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay 2HOST an "Administrative Fee" of not less than \$75 and not more than \$200.

Excessive Upgrades and Downgrades

2HOST does not normally charge any fees for account upgrades and downgrades. However, because upgrading and downgrading between virtualized accounts (such as VPS) and full dedicated server accounts, is a labor-intensive and time consuming process, as is changing the primary disk in dedicated servers, 2HOST reserves the right to charge for upgrades and downgrades at the hourly rate of \$75 per hour.

Harassment and Abuse

2HOST does not tolerate abuse of any kind towards it's employees. This includes all verbal harassment, yelling, swearing, rudeness, threats, and any intentionally disruptive behavior directed at 2HOST or any of it's staff or agents. Client agrees to engage our 2HOST in a professional manner whether in email, helpdesk tickets, live chat, forums, or on the telephone. Any abuse will be construed as a violation of this Terms of Service agreement. No refunds will be provided for any service termination which arises as a result of a violation of this clause.

Damages

Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of 2HOST and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that 2HOST shall not be liable for any damages arising from such causes beyond the direct and exclusive control of 2HOST. Client further acknowledges that 2HOST's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall 2HOST be liable for any special or consequential damages, loss or injury.

2HOST is not responsible for any damages your business may suffer. 2HOST does not make implied or written warranties for any of our services. 2HOST denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by 2HOST.

Non-Waiver

Client agrees that 2HOST's failure at any time to enforce any of the provisions of this TOS or any right or remedy available hereunder, or at law or equity, or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights, remedies, or options or in any way to affect the validity of this TOS. The exercise by 2HOST of any rights, remedies, or options provided hereunder, or at law or equity, shall not preclude or prejudice 2HOST from exercising thereafter the same or other rights, remedies, or options.

Force Majeure

You agree that 2HOST is not responsible for any damages, delays, or other failures to fulfill its obligations hereunder as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of materials or equipment from suppliers, failures or blackouts, labor disputes, and/or other occurrences beyond its control whether or not similar to those listed above.

Assignment

Neither this TOS nor any of the rights, interests or obligations hereunder may be assigned by the Client (whether by operation of law or otherwise) without the prior written consent of 2HOST. 2HOST may assign this TOS without the consent of Client. Subject to the foregoing, this TOS shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Misc.

We reserve the right to refuse service to anyone at any time for any reason.

2HOST is not responsible for data integrity on equipment reclaimed for non-payment.

You, as 2HOST's client, are solely responsible for the content stored on and served by your 2HOST service.

Anything not explicitly stated in this TOS is subject to interpretation at 2HOST's sole and absolute discretion.

Contact

Please direct all questions regarding this AUP to legal@2host.com