

Webabyte LLC Terms of Service

Last Update: January 1st, 2023

Signed Official - Logan G.

Dated: January 1st, 2023

1) Backup and Data Loss

Your use of this service is at your sole risk. Webabyte LLC 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 Webabyte LLC's servers. Any reported network issue or server fail/upgrade/downgrade will result in server reinstall/redeploy.

2) Uptime Guarantee

We guarantee all services online will maintain at least 99% for shared web-hosting. All other services are dependent on the user as the user may power off their service at any given time. All requests must be made in writing via email. VPS/Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down, which is not related to our uptime guarantee.

3) Resource Usage Limits

VPS/Dedicated Server accounts may not:

- a) run public IRCd's or malicious bots.**
- b) run any type of BitTorrent client or tracker that links to or downloads illegal content.**
- c) use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.**
- d) use I/O intensive applications which adversely affect normal server operations.**

Shared/Reseller accounts may not:

- a) Run stand-alone, unattended server-side processes at any point in time on the server.
This includes any and all daemons, such as IRCd.**
- b) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.**
- c) Run any software that interfaces with an IRC (Internet Relay Chat) network.**
- d) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.**
- f) Participate in any file-sharing/peer-to-peer activities**

Those who don't respect point 3) 'Resource Usage Limits' will have their account terminated with no refund.

4) Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited email, bulk emailing, and spam. "Safe lists", purchased lists, and selling of lists will be treated as spam. Any user who sends out spam will have their account terminated* with or without notice. No refund. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the [ROKSO](#) may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated. Webabyte LLC reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion. Webabyte LLC reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Webabyte LLC and its staff.

5) Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

6) Money back Guarantee

Shared web-hosting has a 14 day money back guarantee. VPS Servers are only refundable if the services are not available in the first 48 Hours after your purchase. Dedicated Servers are non-refundable, we do not provide a refund for any reason on our dedicated servers.

7) IP Change /VPS Migration

IP change / VPS migration fee is \$5.

8) Indemnification

Customer agrees that it shall defend, indemnify, save and hold Webabyte LLC harmless from any and all demands, liabilities, losses, costs and claims, including reasonable

attorney's fees asserted against Webabyte LLC, its agents, its 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 customer, its agents, employees or assigns.

Customer agrees to defend, indemnify and hold harmless Webabyte LLC against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Webabyte LLC; (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 customers from Webabyte LLC's servers

9) Prohibition of Offensive Behavior

Racist, intolerant, "hate", defamatory, "stalking", invitations to fight, threatening or any communication of any nature that we decide, in our sole discretion, as being improper, will result in service termination without prior notice. Subscribers may not make comments on online social networking, blogs, forums or any online media websites, that we deem to be improper, unfair or discourteous to the effort made by Webabyte LLC's employees. Your account may be suspended or terminated without refund. This includes, but is not limited to, threats to sue, slander, libel, publicly post, or initiate a chargeback.

10) Disclaimer

Webabyte LLC shall not be responsible for any damages your business may suffer. Webabyte LLC makes no warranties of any kind, expressed or implied for services we provide. Webabyte LLC disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Webabyte LLC and its employees. All clients are provided with clean Windows OS/Linux, further security concerns (i.e. antivirus, antimalware, firewall, etc) are fully the client's responsibility.