

## TERMS OF SERVICE

### Content

All the storage space and the services provided must be used for lawful purposes only. Any information, data or material in violation or contradiction of any United States Federal, State or City law is prohibited for storage or transfer. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by commercial secret etc. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service which damages any party. The information concerning pornography and sex-related merchandising is prohibited for all our servers. The websites infer sexual content, or links to adult content elsewhere are also strictly forbidden. Also prohibited are sites that promote any illegal activity or present content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

*Examples of unacceptable content or links:*

- Pirated software
- Hacker programs or archives
- Warez sites
- Sites with adult or pornographic content
- Non-Licensed MP3's or Software
- Different IRC bots and similar software...

Commercial Advertising - Email: Spamming, or the sending of unsolicited email, from our server or using an email address or domain that is maintained on our machine as reference is STRICTLY prohibited. We will be the sole arbiter as to what constitutes a violation of this provision.

You must not use any ePowHost equipment or any ePowHost email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This shall include the sending of unsolicited mass mailings from any other service that in any way implicates the use of the ePowHost equipment or any ePowhost email address. A message is considered to be unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. Simply making one's email address accessible to the public will not constitute a request or invitation to receive messages, for purposes of enforcing this provision.

When any customer is found to have been engaged in spamming in violation of this agreement, ePowhost reserves the right to disable that customer's web site without warning. In addition, ePowhost may impose a \$200 penalty for each spam policy violation. ePowhost solely reserves the right to refuse or cancel service to spammers. ePowhost reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund. Such cancellation of services for cause, specifically the reasons provided herein, shall automatically void ePowhost's 30 Money Back guarantee.

We will be the sole arbiter as to what constitutes a violation of this provision.

Server Abuse: Any attempt to undermine or cause harm to a server, or customer is strictly prohibited. We also may move your site or request cancellation if you use a majority of system

resources which affects other users. Refusal of Service: We reserve the right to refuse, cancel, or suspend service at our sole discretion.

All accounts and customers using our services must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate account deactivation.

Any account comes with 3000 MB limit of storage. So we add additional disk space by requests at no additional charge. Use the following form for the contact "My site is already used XXXX Mb of YYYY Mb allowed. Please add additional 1000 Mb of the disk space". Here is the terms to enhance storage size:

- 1) 80% of storage capacity have to be used already with the files being stored directly utilized for the website
- 2) not be utilizing storage capacity for emails
- 3) agree to have storage increased in 1000 MB increments up to the allowed maximum free storage offer.

### **Payment terms and conditions**

Customers who are on recurring monthly plans are due for automatic billing from their credit card one month after their sign up date, and every month thereafter, on or about the same day of the month.

If your credit card information has changed, then you must notify us immediately so we may change this information. If on your bill date, your credit card is declined, or payment is not made, you will get a notice that your account will be suspended in 5 days. If after this notice and 5 days has passed your account may be interrupted temporarily and an email will be sent to the address on file to notify you of this problem. If payment is not arranged within 14 days, we will close your account, and any files will be lost. All prices are in US Dollars (USD). Any other payments, such as check or bank transfer must be received to be posted by the due date for your account.

We are happy to accept Visa, Mastercard, American Express cards for payment. We use various fraud prevention methods to protect us, our merchant account, our bank and the customer who owns the credit card being used. This includes tracking the IP number and ISP of the person who is using the credit card, verifying the card matches the Zip Code and Address of the cardholder. If anyone attempts to obtain service using a fraudulent or unauthorized credit card, your hosting account will be terminated without warning, we will have the right to place an 'account suspended' page on your IP, and we will cooperate with authorities to report the incident and the information used to obtain the account including your domain name. We will also bill you for all charges to us, including but not limited to bank fees, amounts charged back, plus 5%. We take credit card fraud very seriously. If you have received a credit card statement with our name on it, and did not order our services, please email [order@epowhost.com](mailto:order@epowhost.com) immediately. Your credit card statement will be billed as 2CheckOut.com.

## **Service Denouncement or Cancellation**

Any reason you are not satisfied with our services, please let us know. In case for some reason we cannot meet your needs, you may notify us and we will discontinue billing your account at the end of your current bill cycle.

Any refunds are issued for already paid hosting services, except during the first 30 days of service purchase.

Web site that uses an excessively high amount of server resources including but not limited to CPU time, memory, and network bandwidth will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

Violation of any of ePowhost's Rules and Regulations could result in a warning, suspension, or possible account termination. ePowhost reserves the right at its sole discretion to refuse or cancel service. Terminated accounts will not be refunded including during the 30 Day money back guarantee period due to policy violations.