

# INFO LINK INC. WEB HOSTING TERMS OF USE AND SERVICE AGREEMENT

## ADVERTISEMENT

Info Link will never require clients to advertise for Info Link on their websites in any way, shape or form. Clients are allowed to use their sites for business/commercial or personal websites or content.

## CONTENT

All services provided by Info Link may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, material that is with "adult only" content, or material, protected by trade secrets and other statute.

**Note:** Pornography and sex-related merchandising are prohibited. This includes sexual content or direct links to adult content hosted elsewhere. Sites, promoting any illegal activity, violence or content that may be damaging to our servers or any other server, or links to such sites are also prohibited. Examples of non-acceptable content or links are:

- Pirated software or MP3 files
- Hackers programs or archives
- Warez Sites
- Pornography
- Spamming Software

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

## DISK SPACE

Info Link will monitor the customer's disk usage and if it exceeds the usage agreed upon, Info Link shall have the right to take corrective actions. Such corrective actions may include assessment of additional charges, discontinuance of service, or termination of this agreement.

## REFUND POLICIES

Info Link offers an unconditional 20-day money-back guarantee on hosting services. If the customer wishes to cancel a hosting account within the initial 20-day period for any reason, he/she has to notify Info Link via e-mail (webmaster@info-link.net) or the ticketing system at SureSupport.com, and the payment will be promptly refunded.

After the initial 20 days, refunds for services of monthly hosting plans will be pro-rated provided appropriate termination notice has been given.

No refunds will be given for early termination of semi-annual nor yearly hosting plans.

Since all domains registered through our services cannot be refunded, they will be subject to an annual domain registration fee. Therefore, if the customer purchased a hosting account with a domain registration, the domain registration fee will be deducted from the refund amount. As the customer is the sole owner of the registered domain name, arrangements can be made to transfer its registration to another provider.

If a customer disputes a setup / renewal charge for any account, Info Link will not re-activate the service, unless the customer covers all fees involved, including the chargeback fee and any other transaction fees.

Accounts terminated due to policy violations will not be refunded.

## TERMINATION NOTICE

The customer must provide a minimum of 30 days notice if the customer wishes to terminate service. If less than 30 days of notice is given, additional charges may be assessed, covering 30 days of service from the time of termination notice.

## RENEWAL POLICY

For the customer's convenience and to ensure uninterrupted services, Info Link will automatically renew hosting accounts as well as domain name registrations.

## DISPUTE RESOLUTION POLICY

In case of ownership dispute, Info Link reserves the right to be the sole decision maker in settling the dispute. There are several guidelines, based on which Info Link will decide who is the rightful owner of the disputed hosting account or domain name:

By default, Info Link will grant ownership to the person, who paid for the hosting account. If the purchase was made by credit card or checking account, the holder of the respective credit card or checking account will be considered the owner. If the purchase was made by U.S. Postal money order the respective sender of the funds covering the purchase of the account will be considered the owner. Info Link reserves the right to confirm the identity of the owner by contacting him/her by e-mail or telephone, in the same order of preference.

If the identity of the credit card holder or the sender of the funds as discussed above cannot be confirmed, Info Link will attempt to determine the owner in other ways, which include but are not limited to investigation of log files, investigation of the content hosted under the respective hosting account or domain name, and investigation of the sequence of annual payments for the disputed service.

In case of death or serious disability of the original owner, that prevent him/her from continuing to manage the hosting account or the domain name purchased, Info Link may grant ownership to another person or organization, if enough proof is presented about the original owner's condition, and based solely upon the investigation that Info Link will undertake about this issue.

Info Link will consider a court decision overruling in case of ownership dispute, and will always comply with such a decision.

#### **LOST LOGIN INFORMATION POLICY**

In case the customer has lost the hosting account or domain name login information, he/she can request it to be sent to the contact e-mail address for the respective service.

If the contact e-mail address is outdated or incorrect, the customer should contact [webmaster@info-link.net](mailto:webmaster@info-link.net), who will conduct an investigation of the issue, and assign a new proper contact e-mail address. In this case, the dispute resolution policy may be applied.

A login recovery charge may be assessed for login or password recovery.

#### **TRAFFIC GUIDELINES**

Sites that go over their traffic limit will be charged additionally, in accordance with the characteristics of the plan purchased. In case of failure to cover the fees incurred by excessive traffic. Info Link reserves the right to take corrective actions such as discontinuance of service, or termination of this agreement. In case Info Link takes corrective actions under this provision, the customer shall not be entitled to a refund of any fees paid in advance.

#### **CHAT ROOMS**

Running and linking to IRC servers or IRC bots and clients such as Eggdrop, BitchX, ircii, etc., is strictly prohibited.

#### **BACKGROUND PROGRAMS**

Programs running in the background are not allowed.

#### **RESOURCE USAGE**

To maintain the integrity of our shared hosting services, we have several special per-user resource limits in place. These include, but are not limited to:

Memory limitations: Customers using shared hosting services will be able to use only a certain portion of the total available memory on the server.

CPU usage limitations: Scripts that take too much real CPU time will be terminated.

Simultaneous script execution limitations: Customers will be able to run only a certain amount of CGI scripts simultaneously. Whenever this limitation is triggered, execution of subsequent CGI script requests via the web will be delayed. A nice error message will be displayed to the visitor's browser, and the script will try to reload after 5 seconds.

#### **PROXY SOFTWARE**

We do not allow running of proxy software on our servers.

#### **DISTRIBUTION AND/OR TRANSMISSION OF OBSCENE OR INDECENT SPEECH OR MATERIALS**

Violation of indecency and obscenity laws can result in criminal penalties.

#### **INTELLECTUAL PROPERTY RIGHTS**

Materials, accessible to the customer through Info Link's services, may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when exclusively permitted by the owner of such rights, the customer may not use Info Link's services in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which the customer accesses or receives through Info Link's network. If the customer uses a domain name in connection with Info Link's service, he/she may not use that domain name in violation of any third party trademark, service mark, or similar rights.

#### **NETWORK SECURITY**

Customers may not use Info Link's network in an attempt to circumvent user authentication or security of any host, network or account. This includes but is not limited to: accessing data not intended for the customer, logging into a server or account the customer is not exclusively authorized to access, password cracking, probing the security of other networks in search of weaknesses, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host or network. This includes, but is not limited to: flooding, mail bombing or other deliberate attempts to overload or crash a host or network. Info Link will fully cooperate with investigations of violations of systems or network security. This also includes cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

#### **DEFAMATION**

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

#### **SPAM OR UNSOLICITED E-MAIL**

The customer may not use Info Link's network, Info Link's equipment or Info Link's e-mail service in connection with the transmission of spam, flames, mail bombs, or similar unsolicited e-mail messages. The customer's domain may not be referenced as originator, intermediary or reply-to address in any of the above. This prohibition fully extends to sending of unsolicited mailings from another service that in any way mentions your domain name or implicates the use of the Info Link's network, Info Link's equipment or Info Link's e-mail services. A message is considered unsolicited if it is posted in violation of a newsgroup charter, or if it is sent to a recipient without his/her prior consent. For purposes of this provision, merely making one's e-mail address accessible to the public will not constitute a request or invitation to receive messages.

In case sufficient evidence is presented about any violation of this provision, Info Link reserves the right to disable the customer's account without prior notice. For the purpose of acquiring such evidence, Info Link will use various techniques, including but not limited to: closely inspecting all spam reports sent to Info Link's anti-abuse department (help@info-link.net), searching the logs of Info Link's mail servers, and scanning the server space for popular "spamming" applications. Info Link will be the sole arbiter as to what would be considered sufficient evidence.

#### **ABUSE**

Any attempt to undermine, slander, libel, threaten or cause harm to Info Link's customers, employees and property, or to the company directly, is grounds for immediate termination without refund. In addition, any such attempts will be prosecuted to the fullest extent of the law.

#### **INDEMNIFICATION**

Customer agrees to indemnify, defend and hold harmless, Info Link, its subsidiaries and other affiliated companies, its officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use.

#### **DISCLAIMER**

Info Link, at its sole discretion, may change these terms and conditions at any time. By using Info Link's services the user agrees that Info Link may: (1) revise these terms and conditions; and (2) change the services provided. Any such revision or change will be binding and effective immediately on posting of the revised terms or change to the service(s) on Info Link's web site, or on notification to the customer by e-mail. The customer agrees to review Info Link's web site, including these terms, periodically to be aware of any such revisions. If the customer does not agree with any revision, he/she may terminate the services at any time by notifying Info Link by e-mail or via the support web site (<http://www.suresupport.com>). Notice of the customer's termination will be effective on receipt and processing by Info Link. The customer agrees that, by continuing to use Info Link's services following notice of any revision to this Agreement or change in service(s), he/she abides by any such revisions or changes.

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anyone, including but not limited to others in the same company or organization without Info Link's express prior written consent.

**REFUSAL OF SERVICE**

Info Link reserves the right to refuse hosting for insecure applications that could be, for instance, utilized by an attacker to gain unauthorized access to the server and/or execute applications with the privileges of the customer that has uploaded the insecure application in question. Customers are responsible for keeping their applications up-to-date, checking for security issues with the application vendor, and updating to the latest secure version that is available. In the event that an insecure application is installed on the hosting account of the customer, Info Link reserves the right to disable access to it, or, if deemed necessary, to the hosting account in its entirety. This will be with the exclusive purpose of preventing damage to the customer and to the other customers hosted on the same server, and may be done with or (in case of emergency) without prior notice.

Info Link reserves the right at its sole discretion to refuse or cancel service. Violation of any of Info Link's Terms could result in a warning, suspension, or account termination. Submitting fake personal information can also be grounds for suspension or termination.

**LIMITED LIABILITY**

THE CUSTOMER AGREES THAT INFO LINK SHALL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES AND WEB HOSTING SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES AND WEB HOSTING SERVICES, (3) INTERRUPTION OF INFO LINK'S SERVICES OR INTERRUPTION OF THE CUSTOMER'S BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO INFO LINK'S WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS THE CUSTOMER EXPERIENCES IN RELATION TO THE SERVICES OFFERED BY INFO LINK; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND INFO LINK'S CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF THE CUSTOMER'S ACCOUNT; OR (8) APPLICATION OF THE DISPUTE POLICIES. INFO LINK ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF INFO LINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INFO LINK'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE RESELLER FOR THE DISPUTED SERVICE, BUT IN NO EVENT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, INFO LINK'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

By signing this agreement, (i) you acknowledge that you are an adult (18 years or older), (ii) you are legally eligible to enter into a contract at this time, (iii) you have read and understand the terms and conditions outlined in this agreement, and (iv) you agree to be bound by the terms and conditions in effect and as updated by Info Link when necessary. In addition, by placing an order for the services, you acknowledge that Info Link will commence processing such order and will immediately incur expenses and obligations for which you will be responsible.

If you do not agree to be bound by the terms and conditions, you may not use Info Link web hosting services and you should not sign this agreement. Info Link is under no obligation to provide service to individuals or businesses unwilling to be bound to this agreement.

The terms and conditions are subject to revision by Info Link at any time without notice. The latest version of the terms and conditions may be found online at <http://www.info-link.net/>

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Info Link Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Authorized Info Link Personnel: \_\_\_\_\_