

## **Creative Internet Consulting TERMS OF SERVICE & ACCEPTABLE USE POLICY**

### **SERVICE**

Creative Internet Consulting reserves the right to refuse service and /or access to anyone. Creative Internet Consulting does not allow any of the following content to be stored on its servers: Illegal Material- This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation. Illegal Adult Material - Includes all illegal pornography, erotic images, or otherwise lewd or obscene content. The designation of "illegal adult material" is left entirely to the discretion of JC-Hosting such as Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

### **USE POLICY**

High bandwidth usage: Creative Internet Consulting offers an high bandwidth policy by maintaining very large ratios of bandwidth per customer. In rare cases, Creative Internet Consulting may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Creative Internet Consulting reserves the right to impose the High Resource User Policy for the consideration of all customers.

### **HIGH RESOURCE USER POLICY**

Resources are defined as bandwidth and/or processor utilization. Creative Internet Consulting may implement the following policy to its sole discretion: When a website is found to be monopolizing the resources available Creative Internet Consulting reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Creative Internet Consulting continues hosting the website for an additional fee.

### **Unauthorized use of other people's accounts or computers:**

Creative Internet Consulting will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

### **SPAM POLICY**

Any unauthorized use of accounts or computers by a Creative Internet Consulting customer, whether or not the attacked account or computer belongs to Creative Internet Consulting, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation and civil or criminal legal action, depending on the seriousness of the attack.

Commercial advertisements with e-mail unsolicited commercial advertisements are not allowed in e-mail (commonly known as SPAM or UCE) and will result in account suspension or cancellation.

Sending a message, especially an advertisement, to more than five or six recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium. Excepted are opt-in mailing lists where the recipients have explicitly requested to receive advertisements and have an opt-out

option. Proof must be made that recipient has opted-in to receive advertisements and/ or newsletters in case of complaint.

#### CHAT ROOMS

We do allow clients to install their own chat rooms however chat rooms are subject to utilization policy, hence approval with the Creative Internet Consulting support team prior to utilizing the chat software is strongly recommended.. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. Parachat chat rooms do not apply to this rule. They are perfectly fine to install. Parachat software chatrooms are available from companies such as [www.everyone.net](http://www.everyone.net) (Plug-In-Community) or [www.jpilot.com](http://www.jpilot.com) (remote java chat) and do not put any system hogs on our servers.

#### PAYMENT POLICY

All accounts are set up on an annual pre-pay basis. All pricing is guaranteed for the term of pre-payment. Creative Internet Consulting reserves the right to change prices at any time for \*new\* customers only. Existing customers have, as soon as an order is placed, a price-lock on their account and are guaranteed to ALWAYS receive the same or lower price than they originally signed-up for. Hence customers will never face or incur higher or increased charges. Unless other terms have been agreed upon, any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Creative Internet Consulting in online writing for a request for termination of services. All payment is in U.S. currency.

#### PAYMENT OPTIONS

In order to streamline our accounting procedures and keep costs down Creative Internet Consulting offers only one payment option at this time, Pay Pal.

#### CANCELLATION POLICY

Creative Internet Consulting has an unconditional money back guarantee for the first 30 days of hosting. Customers can cancel service any time by sending email to [lisa@creativeinternetconsulting.com](mailto:lisa@creativeinternetconsulting.com). We request to hear a reason for cancellation in order to improve our service. If request for refund comes in, client MUST give Creative Internet Consulting a 48 hour grace period to fix the technical issue that is the basis for refund request. If then after that time technical problem is not solved, a 30-day money back refund is granted under following criteria: If client is within his 30-day money back guarantee period, Creative Internet Consulting will credit 100% of the pre-paid money. If cancellation occurs after the first 30 days and there is sufficient reason to warrant a refund, it will be given minus following handling, initial support and service charges: prorated refund for time the account was hosted at Creative Internet Consulting, and a 10% handling fee. Refunds will be honored through the normal PalPal refund process. It is the client's responsibility to maintain a current Pay Pal at time of refund request. Please note that refunds for money wires and / or check orders cannot be honored as they are not applicable.

#### Uptime Guarantee Coverage & Limitations

Creative Internet Consulting guarantees service availability of 99.9% of any 12-month period, the following limitation of coverage applies: Server reboots, scheduled server maintenances, CPU / Memory / HDD failures, manual server misconfigurations are covered; RAID cluster failures, RegistryDNS outages or Registrar DNS failures, Denial of Service attacks, Acts of God, Wars and any third-party failures are NOT covered.

#### LAWFUL PURPOSE

Creative Internet Consulting reserves the right to refuse service to anyone. Customers may only use Creative Internet Consulting's servers for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene and material protected by trade secrets. Creative Internet Consulting expressly forbids anyone from using Creative Internet Consulting servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, adult OR pornographic material, or any other material which we deem to be objectionable, including, but not limited to, again - pornography, again - adult materials, satanic materials, and any and all materials of an adult nature. The designation of any materials as such described above is left entirely to the discretion of Creative Internet Consulting management.

#### INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold Creative Internet Consulting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Creative Internet Consulting, 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 Creative Internet Consulting against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Creative Internet Consulting's serves; (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 customer from Creative Internet Consulting' server.

#### DISCLAIMER

Creative Internet Consulting will not be responsible for any damages your business may suffer. Creative Internet Consulting makes no warranties of any kind, expressed or implied for services we provide. Creative Internet Consulting disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by Creative Internet Consulting and its employees. Creative Internet Consulting reserves the right to revise its policies at any time.

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