



## Standard Policies - Web Hosting

### Loopshot Web Hosting Standard Policies

The following policies apply to web hosting customers only. Dedicated and Managed Server customers please see our Dedicated/Managed Server policies.

Loopshot provides World Wide Web page hosting and Electronic Mail services. Loopshot's general policy is to act as a neutral provider of hosting services to the global Internet. Loopshot reserves the right to suspend or cancel a customer's access to any or all services provided by Loopshot when Loopshot decides that the account has been inappropriately used. Loopshot also adheres to and enforces the Acceptable Use Policies created for Usenet and the Internet as a whole.

#### Lawful Purpose

Loopshot reserves the right to refuse service to anyone. Customers may only use Loopshot's servers and network 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. The designation of any materials as such described above is left entirely to the discretion of Loopshot management.

### Specific Acceptable Use Policies

#### Unauthorized Use

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

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

#### Zero Tolerance

Loopshot's policy concerning unsolicited email and cross-posting to Usenet newsgroups is immediate cancellation. If you engage in any of these activities on our network, your service will be terminated immediately, with no prior notice, and no refunds for unused portions of service will be granted.

This policy has been developed not as a limit for network traffic, but as an issue of Internet etiquette.

#### Server Use

Web sites are to be used by the primary owner only. Customers are not permitted to subhost including reselling, storing, or giving away web hosting services off of their web site to other parties. Subhosting is defined as allowing a separate, third party to host content on the owner's web site. Exceptions include banner ads, classified ads, and personal ads. Loopshot also makes general exceptions in the cases where the third party is hosting a personal web site, a non-profit organization's web site, or a religious organization's web site.

We have reseller programs available. Interested parties should contact us at [sales@loopshot.com](mailto:sales@loopshot.com) for more details.

Domain pointers are to be used for the purpose of having more than one way to find the same site, not for the purpose of sharing an account among multiple sites. Domain pointers are not to be used as a substitute for purchasing separate accounts.

Loopshot reserves the right to refuse service and/or access to its servers and network to anyone.

Loopshot expressly forbids any server use for distribution, storing, processing, linking to or otherwise handling in any way the following:

- **Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any federal, state or local regulation.
- **Adult Material** – Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of “adult material” is left entirely to the discretion of Loopshot.
- **Warez, et. al.** – Includes pirated software, ROMs, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting any of the above. Also includes any sites which provide “links to” or “how to” information about such material.

### **Liberal Limited Use Policy**

All content on Loopshot servers must be related directly to and linkable from your web site. Loopshot disk space is not to be used for storage or backups of any kind.

Archiving software and/or creating backup web sites on Loopshot servers is not permitted.

**High resource usage:** Loopshot offers a very liberal limited use policy by maintaining very large ratios of bandwidth and disk space per customer. In rare cases, Loopshot 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, Loopshot reserves the right to impose the High Resource User Policy for the consideration of all customers. In short, Loopshot does its best to provide all of the resources our customers may need for web hosting while reserving the right to move any one customer to the High Resource User Policy to prevent monopolization of server resources.

### **High Resource User Policy**

Resources are defined as bandwidth, disk space and/or processor utilization.

Loopshot, at its sole discretion and on a case by case basis, shall utilize the following resource usage policy:

- Any web site found to be included in the top 5% of high resource use in a one month period will be subject to the following:
  - Transfer to one or more dedicated server packages at a current fee of \$199 per month for each package with a \$500 initial setup fee for each package.
  - Fees are due on the next monthly billing date for the web site. (Annual accounts will be billed monthly unless customer pays for entire period)
  - Customer is required to provide written authorization for the increase in monthly fees.
- Failure to comply will result in cancellation of the site on the next monthly billing date following notification.



## **Payment Policies**

### **Initial Fees:**

When you begin service, you must pay the setup fees and the first period's monthly charges before we can start your service. Setup fees are not refundable. We accept payment by credit card or check only.

When you use a credit card for your initial payment and the bank declines the card, we will notify you by email. We will attempt to bill the card again in three days. If the card is again declined and we don't receive another valid credit card number from you within two weeks, we will cancel your order.

When you use a check for your initial payment, we require the check to clear before activating your order. If at that time there are insufficient funds in your checking account to cover the invoice amount, we will return the check and cancel your order.

### **Monthly Recurring Charges:**

You may choose to pay on a monthly or a yearly billing cycle. You must pay for your service by the first day of each billing cycle. Billing cycles are based upon when you initially signed up for service. For instance, if you started service on the 15<sup>th</sup> of the month, your billing due date will be on the 15<sup>th</sup>. If you pay by credit card, we will automatically bill your credit card on the billing cycle anniversary date. If you pay by check, we will send you an invoice postmarked 14 days in advance of your next billing cycle anniversary date. We will send invoices to you either by email or regular mail. Invoices sent by regular mail are subject to an additional postage and handling fee.

We will automatically charge your credit card on the first day of your billing cycle. If the bank does not accept your credit card after we make three attempts to charge the card, we will have to suspend your account. We will notify you by email so you can provide us with another credit card number. If we do not receive payment within a week after we have notified you, your service may be interrupted.

If you pay the monthly recurring charges by check, we will process the check when we receive it. If the bank rejects the check due to insufficient funds, we will notify you via email. If we do not receive payment within a week after we have notified you, your service will be suspended.

### **Pricing Policy:**

Loopshot will not change its pricing during the middle of your billing cycle. If we change our pricing, it will be effective the first day of the next billing cycle.

If you signed up for Loopshot services under a special promotion and you change your services, the special promotion pricing will no longer be valid for remaining services.

### **Cancellation:**

Loopshot reserves the right to cancel your service at any time. If we do cancel your service, we will refund any unused amounts that you have paid us. If we cancel your account because you have violated Loopshot usage policies, no refund will be paid.

You may cancel your service at any time. You can use our online cancellation form located at <https://www.loopshot.com/members>. You may also cancel your account using fax or regular mail. Any accounts cancelled by fax or regular mail must include:

- Account name
- A valid signature of the primary contact

- Reason for cancellation
- Last four digits of credit card or bank checking account number on file

The customer is responsible for all money owed on the account from the time it was established to the time that Loopshot has confirmed cancellation.

Transferring your domain name from Loopshot does not mean your account is automatically cancelled. You must notify us to cancel your account, using one of the methods explained above.

Loopshot does not refund for partial months of service. Refunds will be paid only for full prepaid months of service. If a refund is due to you, it will be sent by Loopshot check or made by credit card return within 30 days of receipt of cancellation.

### **Loopshot Privacy Statement:**

Loopshot regards its clients' information with utmost respect and care. We believe it is important that our clients should have an expectation that the information they provide to Loopshot is held in strict confidence and is used for internal business only.

1. Loopshot will only collect and store information required for the effective operation of Loopshot and its associated companies as an Internet presence provider.
2. Loopshot will, from time to time, use our customer mailing lists for network updates, system information and general sales information. Loopshot can limit mailings to only those clients who want to participate
3. Information on customer usage or traffic will be confidential and will not be made known to any individual or company where this information is not required for the operation of Loopshot.
4. Customer passwords are confidential and will not be made available to any person or company outside of Loopshot for any reason whatsoever.
5. Credit and bank information will be held in confidence. However, it will be used in any way possible to aid in the recovery of delinquent or defaulting debtors.
6. All information will be stored as securely as possible while maintaining the ability for authorized Loopshot staff to quickly and effectively access this information when required for operational purposes.
7. Loopshot will cooperate with law enforcement personnel and legal investigations of our users. All customer information, however, will be private unless ordered by a court to surrender this information.

### **Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Loopshot harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Loopshot, 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 the customer, its agents, employees or assigns. Customer agrees to defend, indemnify, and hold harmless Loopshot against liabilities arising out of; (1) any injury to any person or property caused by any products sold or otherwise distributed in connection with Loopshot's servers or servers managed or maintained by Loopshot; (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 Loopshot's servers or servers managed or maintained by Loopshot.



**LOOPSHOT**  
ADVANCED WEB HOSTING

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### Disclaimer

Loopshot is under no duty to look at each customer's or user's activities to determine if a violation of this policy has occurred, nor does Loopshot assume any responsibility through its policies to monitor or police Internet-related activities. Loopshot disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy. Loopshot will not be responsible for any damages customers or their enterprises may suffer. Loopshot reserves the right to revise its policies at any time.

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