



TERMS OF SERVICE

➔ TERMS OF USE - CURRENT POLICIES

DIGITAL PERFECTUS, LLC WILL NEVER REQUIRE CLIENTS TO ADVERTISE FOR DIGITAL PERFECTUS, LLC 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 Digital Perfectus, LLC 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**
 - ▶ **Porn**
 - ▶ **Spamming Software**
 - Digital Perfectus, LLC will be the sole arbiter as to what constitutes a violation of this provision.
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➔ DISK SPACE

- Digital Perfectus, LLC will monitor the customer's disk usage and if it exceeds the usage agreed upon, Digital Perfectus, LLC 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 POLICY

- Digital Perfectus, LLC offers an unconditional 60-day money-back guarantee on hosting services. If the customer wishes to cancel a hosting account within the initial 60-day period for any reason, he/she has to notify Digital Perfectus, LLC via e-mail (hosting@digitalperfectus.com) or customer service at cs@digitalperfectus.com, and the payment will be promptly refunded. Since all .com, .net, .org, .us, .biz and .info domains registered through our services cannot be refunded, they will be subject to a \$10.00 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.
- Digital Perfectus, LLC does not offer any partial or prorated refunds after the initial 60-day money-back guarantee period.
- If a customer disputes a setup / renewal charge for any account, Digital Perfectus, LLC 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.

ACCOUNT RENEWAL POLICY

- Digital Perfectus, LLC does not renew accounts automatically. For the customer's convenience, Digital Perfectus, LLC will send a renewal reminder to the contact email address on file for the corresponding hosting account. The customer is ultimately responsible for renewing the hosting account through one of the options given by Digital Perfectus, LLC.
- Customers are not allowed to open a second hosting account for a domain that is already hosted through Digital Perfectus, LLC. If the customer wants to continue hosting the specified domain with Digital Perfectus, LLC, he/she needs to renew the account using one of the renewal options given by Digital Perfectus, LLC.

DISPUTE RESOLUTION POLICY

- In case of ownership dispute, Digital Perfectus, LLC reserves the right to be the sole decision maker in settling the dispute. There are several guidelines, based on which Digital Perfectus, LLC will decide who is the rightful owner of the disputed hosting account or domain name:
 - By default, Digital Perfectus, LLC will grant ownership to the person, who paid for the hosting account. If the purchase was made by credit card or PayPal, the holder of the respective credit card or PayPal account will be considered the owner. If the purchase was made by Western Union, bank transfer, or some other similar way, the respective sender of the funds covering the purchase of the account will be considered the owner.

Digital Perfectus, LLC 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, Digital Perfectus, LLC 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, Digital Perfectus, LLC 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 Digital Perfectus, LLC will undertake about this issue.

▶ Digital Perfectus, LLC 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 hosting@digitalperfectus.com, 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.

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 traffic overusage, Digital Perfectus, LLC reserves the right to take corrective actions such as discontinuance of service, or termination of this agreement. In case Digital Perfectus, LLC 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 RUNNING 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 produce an error message.

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 Digital Perfectus, LLC'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 Digital Perfectus, LLC'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 Digital Perfectus, LLC's network. If the customer uses a domain name in connection with Digital Perfectus, LLC'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 Digital Perfectus, LLC'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. Digital Perfectus, LLC 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

The customer may not host material that is:

- threatening or obscene;
- offensive to any person or group. This includes but is not limited to prejudice, racism, intolerance, hatred, and harassment; expressions that are by nature libelous, defamatory, and offensive to or disrespectful of ethnic, racial, religious, or other groups;
- harmful to minors;
- likely to cause damage to reputation of third parties.

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

SPAM OR UNSOLICITED E-MAIL

- The customer may not use Digital Perfectus, LLC's network, Digital Perfectus, LLC's equipment or Digital Perfectus, LLC'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 Digital Perfectus, LLC's network, Digital Perfectus, LLC's equipment or Digital Perfectus, LLC'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, Digital Perfectus, LLC reserves the right to disable the customer's account without prior notice. For the purpose of acquiring such evidence, Digital Perfectus, LLC will use various techniques, including but not limited to: closely inspecting all spam reports sent to Digital Perfectus, LLC's anti-abuse department (hosting@digitalperfectus.com), searching the logs of Digital Perfectus, LLC's mail servers, and scanning the server space for popular "spamming" applications. Digital Perfectus, LLC 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 Digital Perfectus, LLC'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, Digital Perfectus, LLC, 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**

- Digital Perfectus, LLC, at its sole discretion, may change these terms and conditions at any time. By using Digital Perfectus, LLC's services the user agrees that Digital Perfectus, LLC 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 Digital Perfectus, LLC's web site, or on notification to the customer by e-mail. The customer agrees to review Digital Perfectus, LLC'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 Digital Perfectus, LLC by e-mail. Notice of the customer's termination will be effective on receipt and processing by Digital Perfectus, LLC. The customer agrees that, by continuing to use Digital Perfectus, LLC's services following notice of any revision to this Agreement or change in service(s), he/she abides by any such revisions or changes.
- The content available through this site is the sole property of Digital Perfectus, LLC and is protected by patent, copyright, trademark and other intellectual property laws. Except as otherwise explicitly agreed in writing, Digital Perfectus, LLC-owned content received through this site may be downloaded, displayed, reformatted and printed for your personal, non-commercial use only. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate the content received through this site to anyone, including but not limited to others in the same company or organization without Digital Perfectus, LLC's express prior written consent.

 **REFUSAL OF SERVICE**

- Digital Perfectus, LLC 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, Digital Perfectus, LLC 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.
- Digital Perfectus, LLC reserves the right at its sole discretion to refuse or cancel service. Violation of any of Digital Perfectus, LLC'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 DIGITAL PERFECTUS, LLC 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 DIGITAL PERFECTUS, LLC'S SERVICES OR INTERRUPTION OF THE CUSTOMER'S BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO DIGITAL PERFECTUS, LLC'S WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS THE CUSTOMER EXPERIENCES IN RELATION TO THE SERVICES OFFERED BY DIGITAL PERFECTUS, LLC; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND DIGITAL PERFECTUS, LLC'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. DIGITAL PERFECTUS, LLC 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 DIGITAL PERFECTUS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DIGITAL PERFECTUS, LLC'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER 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, DIGITAL PERFECTUS, LLC'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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