



Web Hosting Wholesale

WebHostingWholesale.com

Web Hosting Wholesale General Service and Hosting Service Policy

1. Web Hosting Wholesale (WHW) provides web site hosting and email services and Internet access services and data storage and IP services. In this agreement, the term WHW will refer to both Web Hosting Wholesale and any entities involved in operating Web Hosting Wholesale, and any domain names used to represent Web Hosting Wholesale (i.e. WHW1.com and WebHostingWholesale.com). The term "client" refers to both the Company, if any, and the Billing Contact person indicated within WHW's billing system. The person opening the account or placing the order with WHW accepts to be the Billing Contact, and also swears to be an authorized representative and signer for the Company, if any, the order is placed for. The client agrees to provide all true and accurate information when placing any orders for service or product from WHW. All services provided by WHW may be used for lawful purposes only. WHW reserves the right to refuse service and/or access to its servers to anyone. Client is bound by this agreement upon any WHW service or product purchase. WHW reserves the right to suspend or cancel any client's access to any portion or all of WHW services, when WHW deems that the account has been used inappropriately.

2. WHW prohibits sites engaged in:
 - 2.1. **ILLEGAL ACTIVITIES** including but not limited to storing and/or distributing illegal copies of copyrighted software, warez sites, violating trademarks and copyrights, violating U.S. laws, violating U.S. Federal export laws, selling and/or distributing illegal contraband.
 - 2.2. **INTERNET ABUSE** including but not limited to spamming - mass unsolicited Emailing (spamming), distribution of mass emailing programs, cross-posting messages to large number of Usenet groups, posting obscene or inflammatory messages, threatening other Internet users, mail bombing Internet users, subscribing other Internet users to list services or mailing lists, running packet sniffers or port scanners, and spamming our support staff. Policy violators are responsible for a 500 dollar clean up fee.
 - 2.3. **SYSTEMS ABUSE** including but not limited to use of excessive CPU resources, use of excessive disk space, use of excessive email storage space, attempting to gain access to root and other clients' accounts (hacking), installing continuously running programs, and reselling CGI scripts.
 - 2.4. While WHW does not censor user's web sites, our policy prohibits **ADULT** sites. The determination of what is "adult content" and prohibited shall be solely made by WHW.

3. **Policy Violation**
 - 3.1. Should a policy violation occur, WHW reserves the right to terminate the account without notice and the client will be held responsible for any damages to WHW's business, system, servers, connectivity, reputation, service, network, operations, or equipment resulting from their actions including, but not limited to, government actions, vandalism, retaliation, and claims of libel, unfair competition, infringement of patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

4. **WEB SITE CONTENT AND DEVELOPMENT**
 - 4.1. The client is responsible for programming and for uploading their web site to our web servers. WHW does not provide free web site development, consulting, programming, or debugging services. The client is responsible for keeping a complete and current copy of their web site files as backup on a remote system (not on WHW servers). WHW is not responsible for any lost files, information, or data.

- 4.2. WHW's data backups are for backing up our system configurations and databases and are NOT for keeping backups of client web sites. Should any data need to be recovered from WHW's backup tapes or backup systems, there will be a restoration charge of \$80. WHW does not guarantee to possess the most current copy of a client's website, or any copy of client's website.

5. SUPPORT

- 5.1. Technical support is provided via email and phone. The first contact with WHW is through email. The client agrees not to spam our support staff and follow standard Internet etiquette.

6. PAYMENT POLICY

- 6.1. All services are provided on a prepayment basis. WHW accepts credit card payment, check payment, and wire transfers. All monetary transactions will occur in \$US currency. For new accounts, once an order is successfully submitted, the client is subject to WHW's refund policy.

7. Prepayment/Billing Cycle

- 7.1. Billing cycle will be according to the price plan indicated on clients order (examples: monthly, annual, semi-annual). An account billing cycle begins on the date the account is processed. Recurring billing cycles will begin on the same day of the month and end on the day prior to the beginning of the next billing cycle. Accounts that began on the 29, 30, or 31 will experience some variation, depending on how many days are in a particular month. Typically, a promotion billing cycle will become a monthly cycle automatically after the promotion period is over, unless requested otherwise by client. If client got a promotion deal, then after a promotion prepayment period has ended, the client account will automatically be converted to a month-to-month price plan and cycle, unless the client requests a different price plan, which normally has a different recurring prepayment cycle.

8. Credit Card

- 8.1. WHW accepts Visa, Mastercard, American Express, and Discover. No security deposit or additional processing fee applies. If payment is by credit card, the client authorizes WHW to charge the credit card provided for those charges for WHW services to be rendered, any past due balances, and overage charges in order to bring the account current. Credit card payments will be charged automatically on the first day of the billing cycle. Should any delays occur in credit card processing on the first day of the client's billing cycle, WHW may charge the amount due to the provided card at any time.

9. Checks

- 9.1. Checks, bank drafts, and money orders are accepted for prepayments that are three months or longer. If a Month-to-Month price plan is chosen, then a prepayment of three months worth is accepted. NSF (non-sufficient funds) checks, money orders, or bank drafts are subject to an additional \$30 returned check fee. If the client is set up to pay by credit card and decides to pay by check or money order, the client agrees to notify WHW prior to making payment.

10. Wire Transfer

- 10.1. Wire transfers are accepted only for non-US clients who are under the advanced prepayment plan. Wire transfers require an additional \$25 wire transfer processing fee.

11. InterNIC Fee

11.1. InterNIC payments are separate from WHW fees and will be billed directly to the domain owner. The client is responsible for timely payments to InterNIC for domain name ownership.

12. Billing Notification

12.1. Unless a special arrangement is made, no invoice is emailed or mailed for recurring billing cycles such as monthly, annually, quarterly, or semi-annually. Any notifications of billing will occur through email. Non-US clients will only receive invoices through email. WHW may choose to mail notifications and/or invoices instead.

13. Party Liable

13.1. Both the Company (regardless of the type of company) and the Billing Contact person listed within WHW's Billing System, and/or Customer Billing Interface (CBI) are liable for all payments and fees charged client's account. Liability falls to the last known valid person and/or valid company indicated on client's account. We need to be informed in writing of any ownership change, or liability change for client's account. In the case of an ownership change, which automatically causes a liability change, the new owner would need to also send our Billing Contact written acceptance to take over the client account. Only after both the current client account owner, and the new client have provided written ownership change acceptance notices will WHW consider the ownership officially changed, and liability transferred to the new client.

14. REFUNDS

14.1. Setup Fees are not refundable.

14.2. Amounts that are refundable are issued under the following circumstances:

14.2.1. An account is cancelled within the initial 15-day money back guarantee period

14.2.2. An account is cancelled and has a credit balance with WHW. An account is overpaid or otherwise has established a credit with WHW and the client desires a refund of that credit while they remain an active client

14.2.3. An account is prepaid but has cancelled before the due date of the prepayment.

14.3. If an account is cancelled for any reason, there will be no prorated refunds due for any prepaid period. If payment to WHW has been made via credit card then a refund related to those funds will only occur to that credit card. If payment to WHW has been made via check or wire transfer, a refund related to those funds will occur via check. All refunds are in \$US currency. Monies are NOT adjusted due to international currency value fluctuations. If a client has credit due to referral credits, then there will be no refunds for that credit. Referral credits are only applied to hosting fees and do not have cash value. Refunds are processed twice a month.

15. 15 Day Money Back Guarantee

15.1. If the client is not satisfied with WHW's services, and cancels within the first fifteen (15) days, then they will be refunded all amounts minus the setup fee.

16. PREPAYMENT ACCOUNT RENEWAL

16.1. We make it simple for clients by not having a renewal for accounts. Recurring prepayments are due according to the price plan cycle (i.e. monthly, semi-annual, annual) client chose or until client cancels service.

17. CREDIT CARD FAILURES

17.1. If the provided credit card fails authorization or is declined, an email will be sent asking client to update the credit card information. The client will have ten (10) days from the beginning of their billing cycle or from the date the email notice was sent, whichever ever occurs later, to update their credit card information or free up their credit line so that the charge may go through. Should the credit card charge fail a second time, WHW reserves the right to suspend or terminate the account immediately. A notice will be emailed or mailed to inform the client of the failed credit card charge. If the billing issue is not resolved within ten (10) days from the second notice date, the account will be closed. For new accounts, should the provided card fail to authorize payment for the initial charge, the account is automatically suspended or is not setup. If the account is closed and amounts remain severely past due, then account will be sent to a collection agency.

18. CHECK PAYMENT SCHEDULE

18.1. Services and account setup will begin only after initial payment is received. If paying by check, WHW must receive the check by the due date of each new billing cycle. If the check is not received, a notice will be emailed. The client has ten (10) days from the beginning of the new billing cycle or date of notice to get their check to WHW. If payment is not received, the account will be suspended. If the billing issue is not resolved within twenty (20) days from the beginning of the new billing cycle or date of notice, the account will be closed. Again, if the account is closed and amounts remain severely past due, then account will be sent to a collection agency.

19. ACCOUNT REACTIVATION

19.1. If an account was closed due to client request or billing issues and the client desires to reactivate the account, it might be possible to reactivate an account. The client is required to first pay any outstanding balances. If the client information has been purged from our database, the client is responsible for setup fees. If the cancellation was due to credit card charge back, WHW must approve the reactivation of the account. If the client was grossly negligent in payment and wishes to reactivate an account, WHW may require a deposit. This will be determined on a case-by-case basis. WHW cannot issue the same IP address as previously and the site may experience DNS caching. The client is responsible for re-uploading their web site files. WHW is not responsible for any lost files, information, or data. If an account was cancelled/closed due to policy violation, WHW will not reactivate the account.

20. CHARGE BACKS

20.1. If client requests a credit card Charge Back or a credit card Charge Back is initiated by client, and the Charge Back is ruled in our favor or the Charge Back is recognized as false by WHW, or we have already refunded an amount for which a Charge Back is requested, then a \$40 processing fee (False Chargeback Fee) will be applied. This \$40 processing fee is in addition to any other balances due, and it is due immediately upon client being informed via email or mail, regardless of the status of client's account (i.e. active, closed, suspended, or in dispute). We will charge client's credit card the \$40 processing fee, unless payment method for client's account is by check or some other means.

21. CANCELLATION/CLOSURE

21.1. WHW reserves the right to terminate service at any time. If an account is terminated for a policy violation, WHW may choose to (but not required to) refund portions for services not rendered, however monthly fees are not prorated. WHW reserves the right to delete the policy violating web site content without notice.

21.2. Account or service cancellations by client must be done at least one day prior to prepayment due date. WHW must receive a formal request to cancel via email to billing@WebHostingWholesale.com. A clients cancellation

request must be clearly indicated by explicitly using such a phrase as “close account”, “terminate account”, “cancel service(s)”, and indicate which service and/or account should be canceled. The client is responsible for removing all web site files and emails from our servers prior to cancellation. If client cancels account or service on or after the prepayment due date, then the full prepayment is to be paid immediately by client. After a cancellation request, WHW reserves the right to delete all web site files and emails related to the account without notice. All access will be disabled upon cancellation.

22. PRIVACY

22.1. WHW is dedicated to ensuring our client's right to privacy. Our systems do store personally identifiable information on our clients. This private information is only used for facilitating our web hosting services, which may include charging credit cards, contacting our clients in the event of an emergency or contacting our clients for advanced notification of any events that will affect their web hosting account. In no way shall WHW sell our client's personal information.

23. Cookies

23.1. WHW does make use of cookies in our web site properties. The cookie that WHW uses does not store any personal information. WHW does reserve the right to perform statistical analyses of visitor behavior and characteristics in order to measure the interest level and web site usage of the different areas of the site. The purpose of this analysis will be to improve our services, service offerings and to improve our web site.

24. INDEMNIFICATION

24.1. Client agrees to defend, indemnify and hold harmless WHW against any liabilities arising out of defective products sold to customers from WHW servers, personal injury or property damage caused by products or services sold or distributed from WHW servers, any material that infringes or allegedly infringes on the rights of a third party available from WHW servers, and any material that libels or allegedly libels a third party available from WHW servers.

25. DISCLAIMER

25.1. WHW's web site properties may contain technical inaccuracies or typographical errors. Changes to WHW's web site properties may be periodically made. Every good faith effort will be made to keep the web site content accurate and up to date. WHW reserves the right to make improvements and/or change our web site at any time without notice.

25.2. USE OF WHW's WEB HOSTING SERVICE IS AT THE CLIENT'S SOLE RISK. WHW's SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Neither WHW, its employees, affiliates, third party services, merchant licensors or the like, warrant that WHW's web hosting service will not be interrupted or error free. WHW will make every good faith effort to ensure that its web servers are available to as many Internet users as possible and that there is minimal interruption of service as possible

25.3. In no circumstance will WHW, its partners, its employees, or its affiliates be liable for any claims, any action either direct, indirect, special, incidental, or consequential, or any damages either punitive or alleged to have resulted, including loss of profits, from the use of or inability to use WHW's service, from service interruptions, from customer errors or problems with their Internet connectivity, from the client's equipment or available technology, from unauthorized access to WHW servers, from communication failure, from bandwidth congestion or interruptions, from natural disasters, or from acts of God.

26. MODIFICATION OF TERMS AND CHARGES

26.1. WHW reserves the right to change rates or otherwise modify provisions of this Agreement by notifying client at least thirty (30) days before the effective date of the change, by written or online notice. An online notice includes updates to website posted rates, and website posted copy of this Agreement. Your use of WHW services after such notice shall constitute customers acceptance of the modifications to this Agreement.

27. SEVERABILITY

27.1. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

28. NOTICES

28.1. Except as otherwise provided herein, all notices from client shall be in writing and mailed to:

Web Hosting Wholesale
P.O Box 2543
Santa Clara, CA 95055

29. GOVERNING LAW.

29.1. This Agreement shall be governed by and construed under the laws of the state of California, and County of Santa Clara, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included.

30. WAIVER.

30.1. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

31. U.S. GOVERNMENT RESTRICTED RIGHTS.

31.1. Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement.

32. Nondisclosure Of Communication and Confidentiality

32.1. Client agrees that all communication from WHW to client will be treated as confidential and kept confidential, and no portion of WHW's communication will be disclosed, or distributed, or copied to any other party or entity without the explicit written authorization from WHW. A fine of at least \$500 can be applied per incident for disclosure of communication. This includes posting our communication to third party sites, software, databases, forums, or bulletin boards.