

# Terms of Services

Revision date: 01/05/2015

All services provided by Watt Hosting ("Watt Hosting") 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 we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Watt Hosting from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to Watt Hosting' servers, or any other server on the Internet. Links to such materials are also prohibited.

## **Examples of unacceptable content or links:**

pirated software  
hacker programs or archives  
Warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A \$50.00 CANCELLATION FEE WILL APPLY. ADDITIONALLY, Watt Hosting WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

## **Traffic Usage**

All account plans come with a predetermined amount of traffic allowance. If the traffic limit is reached, the site will be suspended or extra bandwidth can be purchased through the billing portal.

## **IRC**

We currently do not allow IRC or IRC bots to be operated on our servers.

## **Server Abuse**

Any attempt to undermine or cause harm to a server or customer of Watt Hosting is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

## **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of Watt Hosting must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

## **Billing**

By the Account Activation Date of each month, Watt Hosting shall either:

- (1) debit the client's credit card (when such information has been provided by the client); or
- (2) deliver, by e-mail, an invoice in accordance with the applicable Service Fees for services rendered for the current month. When an invoice is delivered to the client, payment shall be remitted to Watt Hosting by no later than the specified payment due date. Watt Hosting shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice when your service is due for renewal. All credit cards are billed automatically on a monthly basis. It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. If payment fails, all accounts under that account plan, may be suspended without further notice.

## **Service Fees**

Certain services carry a setup fee charged by Watt Hosting to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to Watt Hosting and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

## **Money back guarantee & refund policy**

We offer a 7 day Money back guarantee on Website hosting.

Refunds: After the 7 day Money back guarantee, there will be no further refunds should the account be cancelled with a credit balance.

Domain and SSL purchases are Final and not refundable.

## **Account Deactivations**

Any account deactivated due to non-payment will require a reactivation fee of \$20.00 prior to reactivation.

## **Cancellation**

We require 30 days notice for a cancellation.

## **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

## **Limitation of Liability**

Watt Hosting shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Watt Hosting ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, Watt Hosting shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Watt Hosting ' servers. All damages shall be limited to the immediate termination of service.

## **Violations**

Violations of these Acceptable Use Policies should be referred to support@Watthosting.com. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

## **Disclaimer**

Watt Hosting cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by Watt Hosting are resold. Thus, certain equipment, routing, software and programming used by Watt Hosting are not directly owned or written by Watt Hosting. Moreover, Watt Hosting holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as Watt Hosting sees fit.

## **Account Activation**

By activating your account with Watt Hosting, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

**NOTICE:** If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem unless in our sole digression the content required immediate removal.

## **Server Uptime Guarantee**

Watt Hosting guarantees 99.9% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of excessive downtime.

Watt Hosting reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

## **Privacy**

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Watt Hosting has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Web site.

### **Information Automatically Logged**

We use your IP address to help diagnose problems with our server and to administer our Web site. We use this information for no other reason.

## **Order Forms**

Our site uses an order form for customers to request services. We collect sensitive information which is used only for our purpose, not third party receives any type of information from us.

Contact information from the order forms is used to get in touch with the customer when necessary.

Billing information that is collected is used to bill the user for services.

Unique identifiers are collected from Web site visitors to verify the user's identity.

Demographic and profile data is also collected at our site.

We use this data to tailor our visitor's experience at our site showing them content that we think they might be interested in, and displaying the content according to their preferences.

## **Security**

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control.

## **Third Parties**

Information collected on this site is strictly for our use, NO OTHER OUTSIDE PERSONS MAY VIEW YOUR PERSONAL INFORMATION SUCH AS BILLING INFORMATION, ETC.

## **Contacting us**

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact: [support@Watthosting.com](mailto:support@Watthosting.com)