

# **SWD HOSTING POLICY AND SERVICE GUIDELINES**

**SWD Hosting provides web hosting to many clients and we have a responsibility to protect each client and to provide the best services available. The following guidelines were designed to ensure these obligations are met.**

## **Content**

All services provided by SWD 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 SWD Hosting from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography and sex-related merchandising is prohibited on all SWD Hosting servers. This includes sites that may infer sexual content, or links to adult content elsewhere. SWD Hosting will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to SWD 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
- Any Site that consumes more than 20% of system resources

Following are a list of sites that will often require more than 20% of our systems resources: Multiple domains residing at a single IP address, domains with archives or galleries, (i.e. .gif, .jpg, .exe, .zip, .tar, etc.), and domain accounts offering download files.

We are not saying that your web site can not contain such files, however if at any time they consume 20% or more of our systems resources you will be contacted to resolve the problem.

SWD Hosting will be the sole arbiter as to what constitutes a violation of this provision.

## **Traffic Usage**

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$10.00 for each gig of traffic exceeded. This amount is not prorated, this meaning that 1 mb - 1 gig will be treated and billed as the same.

### **Commercial Advertising - Email**

Spamming, or the sending of unsolicited email, from an SWD Hosting server or using an email address or domain that is maintained on an SWD Hosting machine as reference is STRICTLY prohibited. SWD Hosting will be the sole arbiter as to what constitutes a violation of this provision. Our servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above.

Advertising sites on other servers which in turn contain links to a domain on our servers is prohibited. We consider spam to be any unsolicited commercial email (UCE) or unsolicited bulk email (UBE) in the mediums of Newsgroups, Fax, and Email. Distribution of mass emailing programs is also prohibited.

If you are found to have spammed, then we will immediately, without warning, disable your domain. In addition, we will impose a \$100 penalty for each spam policy violation.

We reserve the right to refuse or cancel service to known spammers. Lastly, we reserve the right to determine what violates this policy. We take pride in having one of the strictest anti-spam policies. To report abuses, please contact [abuse@swdhosting.com](mailto:abuse@swdhosting.com).

As such, any violation will result in immediate deactivation of services without refund.

### **Chat Rooms**

We do not allow clients to install their own chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option. You are free to use the chat room provided on your control panel under the CGI center.

### **Background Running Programs**

We may allow programs to run continually in the background. These are considered on a case-by-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

### **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 SWD Hosting is strictly prohibited.

### **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 SWD Hosting must adhere to the above policies.

## **BILLING**

### **Recurring Billing:**

We DO NOT send out invoices. All credit cards are billed automatically monthly or annually. It is the clients responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, as a courtesy we will send an email notification at which point we will need to be provided with another credit card within 24 hours. If we do not receive a response within 24 hours

the account will be deactivated and any accounts under that account plan.

**Account Deactivations:**

Any account deactivated due to non-payment will be deactivated and we require a reactivation fee of \$50.00 to be paid prior to reactivating the account.

**Refund Policy:**

We do offer a 10 day money back guarantee.

**REFUSAL OF SERVICE**

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

**LIMITATION OF LIABILITY**

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

Violations of these Acceptable Uses Policies should be referred to [abuse@swdhosting.com](mailto:abuse@swdhosting.com). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

**DISCLAIMER**

SWD Hosting cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. You are responsible for keeping a backup of your data, data backups are not available. Certain services provided by SWD Hosting are resold. Thus, certain equipment, routing, software, and programming used by SWD Hosting are not directly owned or written by SWD Hosting. Moreover, SWD Hosting holds no responsibility for the use of our clients accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as SWD Hosting sees fit.

**ACCOUNT ACTIVATION**

By activating your account with SWD Hosting, you agree to the above policies and disclaimer. Upon requesting an account activation, 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 within your account information.

NOTICE: If you sign up for an account and do not follow our terms. No refunds will be given. We will however let you know by email or phone before any action is taken and you will have a chance to solve the matter.

FURTHERMORE, SWD Hosting retains the right to change 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.

**Failure to follow any term or condition will be grounds for immediate account deactivation.**