

Poweron Technology Services Terms of Service

The use of services from Poweron Technology Services, LLC., [hereafter referred to as "Poweron"] constitutes agreement to these terms.

1.) Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) incase of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

2.) Content

All services provided by Poweron may only be used for lawful purposes. The laws of the State of New Mexico, and the United States of America apply.

The customer agrees to indemnify and hold harmless Poweron from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. If you believe that your copyright or trademark is being infringed upon, please email abuse@Poweron Technology Services, LLC. with the information required. If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, ".img" / image hosting only sites that do not host an actual domain name, Escrow, High-Yield Interest Programs(HYIP), Bank Debentures, Bank

Debenture Trading Programs, and Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, sites promoting illegal activities

We reserve the right to refuse service to anyone. Any material that in our judgement that is obscene or threatening is prohibited and will be removed from our servers with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services.

If in doubt regarding the acceptability of your site or service, please contact us and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible.

3.) Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamadvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Poweron reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Poweron reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of Poweron.

4.) Payment Information

You agree to supply appropriate payment for the services received from Poweron, in advance of the time period during which such services are provided. You agree that until and unless you notify Poweron of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Poweron reserves the right to change the monthly payment amount and any other charges at anytime.

5.) Backups and Data Loss

Your use of the service is at your sole risk. Poweron is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Poweron servers.

6.) Cancellations and Refunds

Poweron reserves the right to cancel the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via support ticket . Poweron gives you an unconditional 30 day money back guarantee on managed shared hosting, and reseller solution's. There are no refunds on dedicated servers, administrative fees, install fees for custom software, or domain name purchases. Refund requests after 30 days will be refunded on a prorated basis of any unused time.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

7.) Resource Usage

User may not:

- a) Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- b) Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Run any bit torrent application, tracker, or client.
- f) Participate in any file-sharing/peer-to-peer activities
- g) Run any gaming servers such as counter-strike, half-life, battlefield1492, etc
- h) Run cron entries with intervals of less than 15 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`

8.) Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9a.) Money back Guarantee

On dedicated servers and colocation no full refund will be honored -- the 30 day money back guarantee does not apply. We reserve the right to refund a prorated amount or no refund at all.

Each of Poweron's managed shared and reseller servers carry a 30 day unconditional money back guarantee on them. If you are not completely satisfied with our services within the first 30 days of your service, you will be given a full refund of the contract amount. Remember, this is only for monthly shared or reseller packages and does not apply to dedicated servers, administrative fees, install fees for custom software, or domain name purchases.

9b.) Uptime Guarantee

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the refund is at the discretion of Poweron dependant upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. To request a refund, please contact sales@Poweron Technology Services, LLC. with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions. Dedicated servers are covered by a network guarantee in which the refund is prorated for the amount of time the server is down which is not related to our uptime guarantee.

10.) Reseller: Client Responsibility

Resellers are responsible for supporting their clients. Poweron does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their client's behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. Poweron will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

11.) Shared (non-reseller accounts)

Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account.

12.) Dedicated Servers

Poweron reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server on file to prevent downtime from forced password resets. Poweron reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter.

13.) Price Change

The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on Poweron Technology Services, LLC., and the right to increase the amount of resources given to plans at any time.

14.) Indemnification

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

15.) Disclaimer

Poweron shall not be responsible for any damages your business may suffer. Poweron makes no warranties of any kind, expressed or implied for services we provide. Poweron disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Poweron and its employees.

16.) Disclosure to law enforcement

Poweron may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies.

We will cooperate fully with law enforcement agencies.

17.) Changes to the TOS

Poweron reserves the right to revise its policies at any time without notice.