

# EmoeHost Terms of Service

EmoeHost.com (hereinafter referred to as "EmoeHost") provides web hosting to people all around the world. We have the responsibility to protect each client and provide them with the best service possible. The following guidelines were designed to ensure that our services remain of the utmost quality. Please read very carefully before ordering and/or using EmoeHost services.

## Content

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

Note: Pornography and sex-related merchandising are prohibited on any EmoeHost.com server. This includes sites that may infer sexual content, or Link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to EmoeHost.com servers or any other server on the internet. Links to such materials are also prohibited.

### Examples of unacceptable content:

- Pirated software
- Bulk Email related products
- Pornography
- Hacking/cracking related websites
- Warez and/or copyrighted MP3s
- Material illegal under United States of America law
- Sites containing or linking to material that may be considered detrimental to the public health, safety, or welfare. (Such as, but not limited to: Anarchists Cookbook, bomb making, weapon information, or anything else that may be considered detrimental or illegal.)

*EmoeHost.com & it's partners will be the sole arbiter as to what constitutes a violation of this provision, and reserves the right to deactivate and remove any site at any time for any reason without refund!*

## Copyright Violations

EmoeHost will respond to all reports of infringement that are formatted in accordance with the [Digital Millennium Copyright Act](#) and any other applicable copyright laws. Notices of infringement that do not comply with this act will not be processed. We will act in accordance with the DMCA when handling infringement reports.

## System Resource Usage

If EmoeHost's partner system administration team determines that an account is utilizing an unacceptable amount of system resources, EmoeHost may temporarily deactivate the account in question. If EmoeHost's staff deems necessary, an eviction notice may be sent to the customer of an offending account providing them with ten (10) days in which to either upgrade to a dedicated server or locate a new provider. This only occurs in extreme cases; EmoeHost will do all it can to assist customers prior to this scenario.

EmoeHost.com and it's partners will be the sole arbiter as to what constitutes a violation of this provision. Because of the nature of this provision, each account will be considered and analyzed individually.

## Backups

EmoeHost partner performs nightly backups of shared and reseller servers; however, these backups are for EmoeHost partner's administrative purposes only, and are in NO WAY GUARANTEED! Customers are responsible for maintaining their own backups on their own personal computers. EmoeHost or it's partners does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly (even if the malfunction was due to negligence on EmoeHosts or partners part). We will do our best to ensure complete and accurate backups, but assume

no responsibility for this duty. Always back your site up to your personal computer! We make no guarantees about the availability of backups. EmoeHost reserves the right to charge a fee for the acquisition of a backup.

## Unsolicited Email (SPAM)

SPAMing, or the sending of unsolicited email, from a EmoeHost.com server or using a return email address that is maintained on a EmoeHost.com server is STRICTLY prohibited. Using SPAM to advertise a site hosted on EmoeHost's network also constitutes as a violation of this provision. EmoeHost.com will be the sole arbiter as to what constitutes a violation of this provision. Sites found to be in violation of our SPAM policies will be immediately deactivated and no refund will be issued.

For anyone intentionally spamming on our systems, we reserve the right to bill them at rate of \$90/hour for any cleanup, research, and related work from their illegal activities.

## Support

Customer support is provided via email or by submitting a support ticket via your billing account. Technical support emails will be answered within 24 hours. Billing inquiries will be answered within one business day. Client agrees not to spam support. EmoeHost packages do not include web site design, custom programming and scripting, or web site consulting services however, EmoeHosts parent company, Emoe Design, can provide web site design and consulting services for an additional fee. Go to [emoedesign.com](http://emoedesign.com) for more information.

## Support Abuse

At EmoeHost, we always treat our customers with the utmost respect. In return, we expect the same from you. If our staff feels that you are consistently addressing them in a demeaning or rude manner, your account may be suspended and you may be asked to take your business elsewhere. In the event that we terminate service for support abuse, customers will be given ten (10) days notice to find a new host. A pro-rated refund may be issued on a case-by-case basis.

## Server Abuse

Any attempts to undermine or cause harm to a EmoeHost.com Internet Solutions server or customer of EmoeHost.com is strictly prohibited.

EmoeHost.com will be the sole arbiter as to what constitutes a violation of this provision. Accounts found in violation of this provision will be subject to immediate account deactivation without refund. EmoeHost will turn all available information about abuse incidents, including customer contact data, over to the proper authorities and press charges.

## Cancellation

You may cancel your account at any time. To cancel an account, submit your cancellation request to [emoesales@emoehostmaine.com](mailto:emoesales@emoehostmaine.com) or login to your [billing account](#) & submit a support ticket. To expedite your request, be sure to include the following information:

- Primary domain name on the account
- Verification that you have downloaded a backup of all necessary files

## Refunds

- 30 day money back guarantee.
- If Emoe Web Hosting terminates an account due to policy violations, there will be no refund.
- The fees for additional features are non-refundable.

Please read EmoeHost's Service Agreement.

EmoeHost reserves the right to revise our policies at any time.