

# Hosting Terms and Conditions for Shared Hosting and Dedicated Servers

This page describes the terms and conditions for Shared Hosting and Dedicated Servers provided as a service through 01930.com and Everybody's Interactive (Owner and operator of 01930.com). It is the responsibility of the account owner to read and understand the terms and conditions described in this document. Applying for and/or paying for a hosting account with 01930.com or Everybody's Interactive is proof that the account holder has read this document and agrees to it's terms.

You may be requested to download, sign and fax a copy of this document back to Everybody's Interactive. Please use [this document](#) as a printable version.

Any questions or comments regarding this document should be sent to [tech@01930.com](mailto:tech@01930.com).

To Contact Everybody's Interactive:

Everybody's Interactive  
PO Box 3101  
Gloucester, MA  
01930  
978.283.6034  
[tech@everybodysinteractive.com](mailto:tech@everybodysinteractive.com)

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This page contains:

- [Summary of Customer Responsibilities](#)
  - [Terms of Service](#)
  - [Credit/Charge Card Fraud Policies](#)
  - [Acceptable Use Policies](#)
  - [Dedicated Server use and Bandwidth](#)
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## Summary of Customer Responsibilities

- You need your user name and password to obtain technical support, so don't lose them. Keep them secret so others can't access your account.
- Use a competent Web designer, or web design program. Pay attention to the security of your CGI scripts so they aren't hijacked. We are not

responsible for insecure scripts.

- Keep backup copies of your Web site on your computer.
- You and your users need to diligently check email and empty server-based mailboxes. When your mailbox is full for an extended time, you will lose mail.
- You understand that domain name DNS record updates take up to 72 hours to propagate globally.
- You agree to and will follow the [Acceptable Use Policies](#) and applicable statute.
- You understand that the rates and pricing described in this document are applicable to the date of agreement and are subject to change.
- You understand that your site will not be accessible if your domain name expires, or your domain name record has incorrect information in the dns settings. In either case please contact your domain name registrar.
- You understand that paying for a domain hosting account or signing and faxing this document to the hosting administrator constitutes a legally binding contract.

## Terms of Service

All payments are made in U.S. Dollars. All shared hosting accounts are prepaid for 1 year and payments are non-refundable. Hosting space will be provided for the term of 1 year regardless of the domain name.

If, during that period, the client hosting space is used for a domain name other than the original domain name for which the hosting space was provided, the hosting space account will be charged a \$50.00 fee for a standard reimplementation. A standard reimplementation is resetting the hosting space to it's original file structure under a new domain name.

Extra bandwidth is available at \$3 per gigabyte ( $10^9$  bytes) of bandwidth.

AUP violations are charged a clean-up fee of \$110/hour, \$250 minimum. There is a \$35 fraud investigation charge for charge card fraud, and a \$35 NSF check processing charge for returned checks.

Custom staff work is available for \$110/hour on a time-available basis. Work performed will be billed at the hourly rate, and is due before or upon completion. No grace period is allowed for payment of balances. Failure to pay balances promptly may result in termination or suspension of service. Termination or suspension of services is under the discretion of 01930.com and Everybody's Interactive management. Copyright on developed code, material and media is explicitly not transferred until full payment of all balances are paid, unless otherwise noted. Proprietary code and other authoring files are not included in the deliverable format that comprise the finished product - unless other wise noted (additional payment and contract required).

Payment for any and all monies due may be made by check, credit or charge card (Visa, MasterCard, Discover, or American Express), or by PayPal. Cash may be tendered in person at our offices. Wire transfers are accepted only by pre-arrangement and with the receipt fee paid by the sender.

We reserve the right to waive set-up and downgrade fees on a case-by-case basis.

## Credit/Charge Card Fraud and Chargebacks:

Everybody's Interactive does not tolerate Internet credit card fraud. We assume you submit your orders in good faith. We therefore expect that if there is a problem or question about your order, or payment for your order, you will call us at 978.283.6034 first.

Charge card fraud is a crime. We expect charge card holders to deny a charge when he or she did not authorize a charge appearing on their bill - we do *not* expect a charge card holder to use the charge dispute process as an alternate way to close their account or show displeasure about support or services. The denial of a charge tells us that the charge was made fraudulently. We process fraud notifications using the following policy:

**IDENTIFICATION:** With correspondence electronically submitted to us, we retain the date and time plus the IP (Internet protocol) address used by the person making the correspondence. This, plus our logs showing access, can uniquely identify the Internet customer's computer used to commit the fraudulent charge.

**IMMEDIATE DISCONNECTION:** Upon notification of a fraudulent charge, we will immediately disconnect or discontinue all services associated with the original order and order upgrades, and confiscate any and all equipment and data provided to use that is associated with the fraudulent order.

**DENIAL OF FUTURE SERVICES:** Fraudulent order information, including charge card information, will be added to our black-list database, to prevent further fraud. This information will also be shared with other service providers, credit reporting agencies, and law enforcement agencies.

**INVOICE FOR FRAUD PROCESSING:** The person found to have placed the order will be sent, via postal mail, an invoice for \$35 for the fraud investigation and clean up. The person committing the fraud could then be subject to legal action: property liens, bank account liens, and garnishing of wages. Such actions will also be reported to credit reporting agencies.

If you are not satisfied with your purchase, or the service or support you are receiving, please call us at +1 978.283.6034 so we can resolve the problem. We have a good history of successfully resolving problems with our services and

products. Or, you can contact us at [tech@01930.com](mailto:tech@01930.com) with your problems and concerns. That address is also a good place to start when reporting fraud involving charges to Everybody's Interactive.

## Acceptable Use Policies

Everybody's Interactive has the responsibility to provide each of our clients with the best services available to the best of our ability and expertise. Our policies are designed to maximize the availability of all advertised services to our customers. Including you.

Hosting accounts that violate our Acceptable Use Policies may be deactivated, without prior notice and without warning. We don't allow:

- **Inappropriate or Illegal Material:** publishing or linking to pornography, obscenity, trademarks or copyrighted material without permission, virus and Trojan Horse software, "pirate", "hacker", "warez", and "P2P" file archives.
- **Deceptive or Fraudulent Material:** publishing or linking to faux Web pages designed to deceive the reader to take inappropriate action (as opposed to parody), forged From: or envelope source in e-mail.
- **Display of Private Information:** publishing or linking to financial information, Social Security Numbers, credit card numbers, bank account numbers, medical information, or other sensitive information about others.
- **UBE ("spam"):** sending unsolicited bulk e-mail, using UBE, even if not sent from Everybody's Interactive or their servers, to advertise (*spamvertise*) your site, providing *any* service to spammers such as mailboxes or Web sites.
- **Abusive Activities:** Internet scans or monitoring of any kind, denials of service attacks, and any other activity designed to disrupt the enjoyment of the Internet by others.
- **Internet Relay Chat:** scripts, bots, "eggdrops", servers, or clients of any kind.
- **Account or Domain Identity Fraud:** deliberately providing inaccurate information for contacts, billing, or WHOIS registration information.
- **Account Abuse:** purchasing multiple accounts solely for the purpose of avoiding limits and charges for bandwidth, scripts that bypass our mail transport agents (MTAs) by using port 25/tcp.
- **Excessive Activities:** use of more than 15 percent of server resources (CPU, memory, disk accesses), or the unapproved use of background-running scripts
- **Excessive Bandwidth:** use of more network bandwidth (sum of incoming and outgoing traffic) than is permitted by your hosting plan and any excess-bandwidth purchase.
- **Inappropriate Use:** using more than 33 percent of traffic or disk usage for file storage and transfer without prior permission.

- **Exploitable Server Scripts:** any CGI script that can be hijacked for unintended purposes. The formmail.cgi and formmail.pl scripts are specifically prohibited, and are automatically disabled when found; we provide a secure formmail.php script for your use.
- **Any other material, use, or activity** that Everybody's Interactive determines to be harmful to its on-site system and facilities, its operations, its network, or to other Internet users.

\*If you are close to exhausting your bandwidth, additional bandwidth may be purchased at \$3 per gigabyte for all but Expert hosting plans.

Everybody's Interactive will be the sole arbiter as to what constitutes a violation of these provisions. At Everybody's Interactive's sole discretion, exceptions may grant exceptions. You agree to indemnify and hold us harmless for any claim, lawsuit, or block-listing that results from your publications, activities, or use of our services, and you further agree to reimburse all expenses incurred by Everybody's Interactive because of your violations of our Terms of Service and Acceptable Use Policy. Everybody's Interactive does not extend any warranty or guarantee with regard to its service offerings; all products and services are offered on a "best-effort" basis. We are not required to give notice before deactivating your use of our services.

Many violations of our Acceptable Use Policies and Terms of Service require labor to clean up the resulting mess. We charge violators \$110/hour for all staff work to mitigate any effect caused by the violation, with a \$250 minimum.

Everybody's Interactive reserves the right to filter all incoming and outgoing e-mail by whatever technical means are available to us, including the use of "spam filters", blocking lists, and router ACL entries, to reduce the amount of UBE (spam) our customers see.

Everybody's Interactive reserves the right to filter any Internet protocol packets to and from our network, by any means, when in Everybody's Interactive's opinion such packets cause harm to our network, equipment, customers, or other users of the Internet.

The computers operated by Everybody's Interactive are "protected computers" as defined in 18 USC 47 section 1030(e)(2)(B) and therefore subject to the protections provided in the "CAN-SPAM Act of 2003" passed by the United States Congress. All computers and network equipment operated by Everybody's Interactive have access to accounts, services, and equipment by customers and other parties controlled by limited-purpose user interfaces and/or by authentication procedures using name and password/passphrase tokens. Access to all equipment and services is permitted only through these two access means. Access by means other than the limited-purpose user interfaces or authentication procedures is expressly forbidden, and illegal under United States Federal law (18 USC 47 sections 1030 and 1037).

## Dedicated Servers

Dedicated Server Accounts have the option of monthly billing.

Hardware upgrades after initial setup are \$110 per hour with a half hour minimum.

Having a server running with us means you must follow the Acceptable Usage Policy (AUP), which can be found [here](#).

Servers requiring more bandwidth than the allowed limit can purchase additional bandwidth in bulk. Additional T1's can be added to your server at a rate of \$700/each.

Plesk PSA version 7.0 is a control panel software that is web based and allows you and your clients to add and remove options. For more info on this product please see [sw-soft.com](http://sw-soft.com) for a Demo Control Panel. Control panel comes pre-configured for 30 domains only. If you require more domains per server please contact our tech staff at [tech@01930.com](mailto:tech@01930.com).

Bandwidth for each server is figured at 400 gigs per month and is fully brustible to 800 gigs per month. If your server goes over the 400 gigs of bandwidth for the month your account will be billed the additional bandwidth charges at \$3/per gig for every gig you go over the allowed amount. Bandwidth is figured at 95th percentile like most other companies. Everybody's Interactive will sample Customer bandwidth utilization every five (5) minutes. At the end of the month, all samples from the month will be organized from highest to lowest. The top 5% of samples are then discarded, and Customer will be billed based on the next highest reading, either inbound or outbound. If it is a partial month, Everybody's Interactive will bill based off the standard 95th percentile rule for the samples captured during that partial period.

Each server is monitored every 15 minutes and can be setup to email or page you if there is a problem. This option can be added for a one time setup fee of \$39.95.

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**Please use [this document](#) as a printable version.**

## Authorization

Please fill out the form below and fax the signed document to Everybody's Interactive at 978.283.6034.

I, the undersigned, am authorized to use and manage the Domain Name listed in the space provided below.

Full Name:

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Company:

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Domain Name:

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Address:

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City:

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State:

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Zip:

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Date:

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Signature:

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