

**Idealonweb Design  
10 Rolling Lane  
Leyden, MA 01337**

**Idealonweb Hosting Terms and Conditions**

Company/Client: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Present URL: \_\_\_\_\_

**1. Server abuse:** Any attempt to undermine or cause harm to a server, or client, of Idealonweb is strictly prohibited.

**2. Spamming:** 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. Spamming on other servers which in turn contain links to a domain on our network is prohibited. We consider spam any mass unsolicited message in the mediums of Newsgroups and E-mail. We reserve the right to determine what violates this policy. Any violation will result in immediate deactivation of services without refund. In addition, any site selling or promoting bulk e-mail services is not allowed.

**3. Server Resources:** Any web site that uses a high amount of server resources (such as, but not limited to CPU Time, Memory Usage, and Network Resources) will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

**4. Payment Policies:** All accounts are set up on a pre-pay basis. There is no commitment, obligation or contract associated with any of our packages or plans. Clients may choose quarterly or annual pre-pay and may cancel their account at any time. Upon cancellation of services, client is responsible for all money owed on the account from the time it was established to the time that the client notifies Idealonweb in writing for a request for termination of services. All pre-paid fees are non-refundable. Domain Registration fees are non-refundable.

**5. Refusal of Service:** Idealonweb reserves the right at its sole discretion to refuse or cancel service. Violation of any of Idealonweb's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

**6. Lawful Purpose:** Clients may only use Idealonweb's servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, material protected by trade secrets, and materials relating to issues of national security or safety. The designation of any materials as such described above is left entirely to the discretion of Idealonweb management. In addition any site selling or promoting bulk e-mail services is not allowed. Idealonweb reserves the right to refuse service to anyone.

**7. Indemnification:** Client agrees to hold harmless, protect and defend Idealonweb against liabilities, losses, cost and claims arising out of; (1) any injury to person or property caused by any products sold or distributed in association with Idealonweb's services; (2) any material supplied by client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to client from Idealonweb's services.

**8. Disclaimer:** Idealonweb will not be responsible for any damages or losses your business may suffer from the result of interruptions in service and/or loss of data. Idealonweb reserves the right to revise its policies at any time. Failure to follow any terms and conditions may result in account deactivation.

**The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.**

Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Franklin County, Massachusetts, and any dispute will be litigated or arbitrated in Franklin County, Massachusetts.

On behalf of the client (authorized signature):

Sign: \_\_\_\_\_ Date \_\_\_\_\_

Print: \_\_\_\_\_

On behalf of Idealonweb (authorized signature)

Sign: \_\_\_\_\_ Date \_\_\_\_\_

Print: \_\_\_\_\_