



NSwebcontrol Web Hosting Terms

ver1.4

Terms of Service:

NSwebcontrol is a web hosting operation owned, controlled and operated by Nadia's Studio LLC. Hosting services provided by NSwebcontrol are open to anyone, irrespective of whether Nadia's Studio LLC has been contracted for design, development, or any other services. The terms and conditions listed below only apply to internet hosting services provided by NSwebcontrol and do not infringe upon or alter any other contract or terms and conditions that the client may have in place with Nadia's Studio LLC for design or development services.

Eligibility; Authority

NSwebcontrol services are available only to users who can form legally binding contracts under applicable law. By signing this document and using NSwebcontrol services, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are agreeing to these Terms on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms of Service, in which case the terms "you", "your", "user" or "customer" shall refer to such corporate entity. If, after your agreement to these Terms of Service, NSwebcontrol finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these Terms of Service. NSwebcontrol shall not be liable for any loss or damage resulting from NSwebcontrol's reliance on any instruction, notice, document or communication reasonably believed by us to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, NSwebcontrol reserves the right (but undertakes no duty) to require additional authentication from you.

NSwebcontrol Services Agreement ("Agreement"):

The terms and conditions set forth herein constitute the full and complete Agreement between you, your agents, successors and assigns ("you" or "your") and NSwebcontrol Web Hosting. ("NSwebcontrol"). Your agreement to be bound by the terms contained herein is acknowledged by your use of your site hosted on our servers, use of the NSwebcontrol web site, NSwebcontrol support services and/or any NSwebcontrol software, service, or product made available to you.

This Agreement as well as any additional NSwebcontrol policies, together with all modifications thereto, constitutes the complete and exclusive agreement between you and NSwebcontrol concerning your use of NSwebcontrol's products and/or services. The

terms contained in this Agreement supersede and replace any other agreement or negotiation between you and NSwebcontrol whether oral, written or otherwise including any statements made by any representative of NSwebcontrol at any time.

By purchasing and/or using NSwebcontrol 's goods and/or services, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, modifications, conditions or policies which NSwebcontrol may establish and/or revise at any time, and any agreements that NSwebcontrol is currently bound by or will be bound by in the future.

You agree that NSwebcontrol may modify this Agreement from time to time. You agree to be bound by any changes NSwebcontrol may make to this Agreement as of the date in which such changes are made. You agree that NSwebcontrol shall not be bound by any representations made by third parties who you may use to purchase goods and/or services offered by NSwebcontrol.

ACCEPTABLE USE POLICY & TERMS OF SERVICE

NSwebcontrol provides World Wide Web Hosting services. NSwebcontrol has certain legal and ethical responsibilities consisting with the use of its servers and equipment involved in these services. NSwebcontrol's general policy and objective is to act as a quality provider of Internet presence for small to medium-sized companies and organizations.

NSwebcontrol reserves the rights to suspend or cancel a customer's access to any or all services provided by NSwebcontrol when we decide that the account has been inappropriately used as defined by the sections below.

SERVER ABUSE

Any attempt to undermine or cause harm to a server or customer of NSwebcontrol is strictly prohibited. Any use or attempted use of an Internet account or computer without the rightful owner's authorization (i.e. "hacking" into an account) will be considered server abuse. Other forms of server abuse include "Internet scamming" (tricking other people into releasing their passwords), password theft, denial of service attacks, security hole scanning, SQL injection attacks, knowingly or purposeful uploading of Trojan viruses, spoofing other websites, etc. Any use of the services provided to you by NSwebcontrol to engage in attacks or attempted unauthorized access on any server or computer will result in action against you. Possible actions include warnings, account suspension or cancellation, as well as civil or criminal legal action, depending on the seriousness of the attack.

~~~~~  
**IMPORTANT NOTE** - NSwebcontrol has the right to discontinue service, or deny access to anyone who violates our policies or the terms and conditions described below WITHOUT WARNING or PRIOR NOTICE. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below.  
~~~~~

You may not run IRC, bots or web-crawling clients on our servers. Unacceptable uses also include, but are NOT limited to: unsolicited bulk emailing, newsgroup spamming,

using illegal content, copyright infringement, trademark infringement, link farming (the act of or by use of scripts), and/or anything else determined by NSwebcontrol to be unacceptable use of our services including abuse of server resources.

WEB APPLICATIONS and WEB ACCESSIBLE SCRIPTS

All web applications that are out-of-date and actively being exploited will be shut down immediately without prior notice. You are responsible for and should evaluate – or have a knowledgeable expert evaluate for you - your web-based applications and scripts on a regular basis to ensure their security and orderliness.

Hosting accounts may also be terminated if they include the following content or have links to the following content: Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity; promoting or providing instructional information about illegal activities; promoting physical harm or injury against any group or individual; displaying material that exploits children under 18-years of age; acts of copyright infringement including offering pirated computer programs or links to such programs; information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of server-cracker utilities.

STORAGE SPACE AND BANDWIDTH ABUSE

NSwebcontrol will not permit storage space abuse. You are permitted to upload and store files and data on your web services account up to the allowable space and bandwidth limits for your hosting plan.

If you exceed the allowable space or bandwidth limits for your plan, you will have to either upgrade your plan to a higher limit, or pay monthly add-on fees. Failure to either reduce the space and bandwidth amounts for your account, or failure to upgrade your account or pay the add-on fees will result in termination of services.

These requirements are in place to ensure that all clients have adequate server space and bandwidth and that clients are paying an appropriate fee for the amount of server load they are generating. NSwebcontrol will be the sole arbiter as to what constitutes a violation of this provision.

UNSOLICITED EMAIL & SPAMMING

Unsolicited commercial advertisements ("SPAM") are in violation of Federal law and are not allowed in e-mail, and will likely result in account cancellation. NSwebcontrol monitors its servers for spam advertising on domains hosted within our network. If active spamming is found to be originating from your domain, we retain the right to eliminate without notice any software or applications found to be generating spam from your site. In addition, depending on the severity and frequency of spamming activity from your domain, we reserve the right to terminate your account without any prior notice.

The following activities are not allowed:

- SPAM, which includes, but is not limited to, bulk mass mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts (under Federal law, such messages may only be sent to those who have explicitly requested it from your domain, or with which you have a legitimate business relationship.);

- Forging, altering or removing electronic mail headers - any domain sending stealth spam may be terminated without warning and without refund.
- Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or account ("mail bombing");
- Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. Sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such;

TECHNICAL SUPPORT BOUNDARIES

NSwebcontrol provides technical support for you that encompasses within our area of expertise only. Such expertise includes assistance, troubleshooting, and debugging of our cPanel control panel interface, servers within our immediate responsibility and any other hosting related issues. However, under no circumstances is NSwebcontrol neither obligated to help you in the installations of new application modules, templates and/or programming languages, nor in providing assistance for any errors produced by any applications that have been modified by you previously. Furthermore, NSwebcontrol is not responsible for the functioning of your website, its navigation system, email or any other related features such as e-commerce stores, SSL certs, blogs, etc. You are responsible for obtaining any necessary add-on features (SSL certs, etc.) and renewing such features or services when necessary.

NSwebcontrol, through Nadia's Studio LLC, can provide dedicated support to assist you with these elements under separate contract by contacting support@nswebcontrol.com.

Exceptions to this section: *If you have engaged Nadia's Studio LLC for design and/or development assistance in creating and setting up your web site, Nadia's Studio LLC will accept responsibility for the initial technical development and functioning of your site. However, you will retain responsibility for the daily operation of your site and for accepting, processing and filling any customer orders, dealing with client communications through your site, and/or responding to customer issues as owner of the site. You will retain responsibility for all content and materials used on the site. Unless a maintenance agreement has been implemented, you will retain responsibility for the operation and functioning of the site after the initial site launch. NSwebcontrol and Nadia's Studio LLC has no obligation to provide on-going support and/or troubleshooting unless a maintenance contract is executed.*

WEBSITE BACKUPS AND RESTORATION

A full backup of each site will occur at least once per week. This backup is intended to allow for a complete restore of a site if the site has become corrupted or compromised, or if a hardware failure occurs on the server. You can request a site restore at any time by using our [Technical Support On-line Form](#). In addition to the standard backups we provide, it is advised that you should perform a site backup prior to making any major revisions or additions to your site. You can perform "on-demand" backups and site restores at any time using the backup feature built into your site's cPanel. NSwebcontrol is not responsible for providing current, up-to-the-minute backups of your site. If your site has frequent content updates requiring more frequent backups, we can work with you to provide an appropriate backup service. However, additional fees may be required to access this service.

In the event of a network data center hardware or software issue that causes your host server to fail, the most recent backup file for your site will be restored to the server at no expense to you. However, if your site is compromised due to modifications of your site by you or a 3rd party not affiliated with NSwebcontrol or Nadia's Studio LLC, and the site or server must be restored, you will be charged \$50 for the site restoration.

Note that completing a site restore can often take several hours, particularly for large sites. This is due to the time required to upload all site files to the server. NSwebcontrol will not be responsible for the time duration or any loss of business from your site during the restoration period if a site restore is necessary.

CGI SCRIPTS

Each web hosting account comes with its own CGI-BIN. You are free to use any CGI script you wish, however we reserve the right to disable any CGI script that degrades normal server operation or presents a server security concern.

BACKGROUND RUNNING PROGRAMS

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

PAYMENT POLICIES

All pricing is guaranteed for 12 months from the date of initial purchase, at which time pricing may or may not change. NSwebcontrol reserves the right to change prices at any time, unless other terms have been agreed upon. Clients will be notified of any change in pricing at least 30 days prior to enacting the price change.

You are responsible for all fees owed on the account from the time it was established to the time that you notify NSwebcontrol to request termination of services.

NSwebcontrol will bill each client \$20 per returned check, per wire transfer received and per credit card chargeback received. NSwebcontrol accounts are setup on anniversary billing cycles.

Please contact the billing department at billing@nswebcontrol.com should you have any questions or wish to change your anniversary billing cycle.

All payments are to be made to Nadia's Studio LLC in U.S. dollars.

CANCELLATION OF SERVICE

NSwebcontrol reserves the right to cancel a service at any time for violation of these terms or for non-payment. All fees paid in advance of cancellation will be pro-rated and refunded by NSwebcontrol upon cancellation. Any violation of policies which results in extra costs billed to you (i.e. transfer, space etc.) must be paid by you to prevent cancellation of service.

All of NSwebcontrol hosting plans are backed by a 30-day money back guarantee. If you are not completely satisfied with our services or support within the first 30 days of your

contract, you will be given a full refund of the contract amount excluding domain registration fees, add-on/upgrade fees and overages. You may cancel your hosting service at any time by using the cancellation form at the following url: <http://www.NSwebcontrol.com/cancellation.php>. Phone or email requests may also be made by calling 614-850-9296 or by emailing support@nswebcontrol.com.

If you cancel within the first 30 days, the full contract amount less any overages will be refunded if NSwebcontrol is notified within the first 30 days following activation. This policy does not apply to any additional services such as overages, additional disk space fees, additional POP email accounts, domain registration fees, SSL cert purchases, etc.

If you cancel after the first 30 days of service, any funds remaining on the account will be refunded on a pro-rated basis.

NSwebcontrol reserves the right to determine how the refund will be made. Currently, refunds are made via check mailed to the address on record for the account. Refunds will be processed within 5 business days after the request for cancellation.

PROMOTIONAL RATES & SPECIAL OFFERS

NSwebcontrol may offer subsequent promotional rates or special offers from time-to-time, the terms of which may or may not be more favorable than the terms and conditions for your services. Any such promotions or modifications shall not affect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

INTELLECTUAL PROPERTY RIGHTS

Material accessible to you through NSwebcontrol's services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets and proprietary information. Except when expressly permitted by the owner of such rights, you must not use NSwebcontrol or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material that you access or receive through the NSwebcontrol network. If you use a domain name in connection with NSwebcontrol or similar service, You must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

NETWORK SECURITY

Customers may not use the NSwebcontrol network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into a server or account you are not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. You may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. NSwebcontrol will cooperate fully with investigations for violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil

liability.

ELECTRONIC COMMERCE

If you operate an on-line store on your NSwebcontrol account, you will be solely responsible for the development, operation and maintenance of your online store and products along with all content and materials appearing online or on your product, including without limitation: (a.) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b.) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c.) ensuring that the content and materials appearing within the store or related to your products are not libelous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from. You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your website. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

***Exceptions to this section:** If You have engaged Nadia's Studio LLC for design and/or development assistance in creating and setting up your web, Nadia's Studio LLC will accept responsibility for the initial technical development and functioning of your site. However, you will retain responsibility for the daily operation of your site and for accepting, processing and filling any customer orders and/or responding to customer issues as owner of the site. You will retain responsibility for all content and materials used on the site. Unless a maintenance agreement has been implemented, you will retain responsibility for the operation and functioning of the site after the initial site launch. NSwebcontrol and Nadia's Studio LLC has no obligation to provide on-going support and/or trouble-shooting unless a maintenance contract is executed.*

STATIC & DYNAMIC CONTENT CACHING

You expressly (i) grant to NSwebcontrol a license to cache the entirety of your website, including content supplied by third parties, hosted by NSwebcontrol under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights. Caching helps support backups of your site.

IP ADDRESS OWNERSHIP

NSwebcontrol shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by NSwebcontrol. NSwebcontrol reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

LAWFUL PURPOSE

NSwebcontrol reserves the right to refuse service to anyone. You may only use NSwebcontrol servers for lawful purposes and our services may not be used for illegal purposes or in support of illegal activities. We reserve the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. If anything is not legal in the United States of America, it is not permitted to reside on our servers. Transmission, distribution or storage of any material in violation of

any applicable law or regulation is prohibited. This includes but not limiting material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. The designation of any materials as such described above is left entirely to the discretion of NSwebcontrol management.

If illegal content or usage is found, the account will be suspended and/or terminated. You agree that NSwebcontrol may disclose any and all Your information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request with appropriate court warrant documentation. Regardless of the place of signing this agreement, you agree that for purposes of venue this contract is entered in Franklin County, Ohio, and any dispute will be litigated or arbitrated in Columbus, Ohio. Defendants further waive all objections to venue. IN NO EVENT SHALL NSWEBCONTROL'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED (\$500.00) DOLLARS.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, SAVE AND HOLD NSWEBCONTROL HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST NSWEBCONTROL, 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 YOU, YOUR AGENTS, EMPLOYEES OR ASSIGNS. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NSWEBCONTROL AGAINST LIABILITIES ARISING OUT OF: (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH NSWEBCONTROL'S SERVER. (2) ANY MATERIAL SUPPLIED BY THE CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM NSWEBCONTROL'S SERVER.

DISCLAIMER

NSWEBCONTROL WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER RELATED TO THE SERVICES PROVIDED BY NSWEBCONTROL. NSWEBCONTROL MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. NSWEBCONTROL DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY NSWEBCONTROL AND ITS EMPLOYEES. NSWEBCONTROL RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF NSWEBCONTROL MUST ADHERE TO THE ABOVE POLICIES. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT CANCELATION.

PRIVACY STATEMENT

NSwebcontrol follows the strict guidelines of our customer privacy statement. Please make sure you understand this statement fully. You can view the Privacy Statement at <http://www.nswebcontrol.com/NSwebcontrol Privacy Policy.pdf>. Your signature below signifies your acceptance and understanding of our privacy policy.

ACCEPTANCE OF TERMS

By purchasing hosting services from NSwebcontrol.com, you agree to these terms and conditions for the duration of your hosting service. If you have any questions regarding

these terms, contact us via email at support@nswebcontrol.com or by phone at 614-771-3935.

These terms may be revised periodically, and your use and renewal of your hosting services will be recognized as acceptance of any revised version of these terms. You may always view the latest version online at <http://www.nswebcontrol.com/>.