

ACE-HOST.NET

Terms and Agreement

This agreement will govern your purchase and use of any Ace-Host.Net Services (collectively called "Plan(s)" and or "Package(s)", your account will also be referred to as your "Plan(s)" and or "Package(s)), ordered by you and accepted by Ace-Host.Net and explains the terms and conditions that apply to your purchase and the use of the Plan(s). It is required that you register and accept this terms and conditions in order to use the Plan(s). By clicking the checkbox next to the text that reads "I have read, understood and accept the Terms and Agreement" (also known as Acceptance Checkbox) you acknowledge that you have read this agreement and agree to be bound by the terms and conditions contained on this document as well as all policies and guidelines incorporated by reference. You agree that the act of submitting your order form online is equivalent to your signature. You agree that all the information you submit online is true and correct to the best of your knowledge.

Disagreement. If you do not agree to the terms of this document, or any of Ace-Host.Net's policies or guidelines, do not check the Acceptance Checkbox and your Plan(s) will not be created. If you do not agree to the terms of any modification to ANY Ace-Host.Net document, immediately notify Ace-Host.Net of your termination of this agreement, thereby terminating your Plan(s) with Ace-Host.Net

Modification Agreement. Ace-Host.Net reserves the right to change or modify any of the terms and conditions contained on this document and any policy or guideline incorporated by reference at any time. From time to time it is at Ace-Host.Net reserves, in its sole discretion, the right to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting to Ace-Host.Net's web site Ace-Host.Net will only post a notice of any revisions or changes to this document for thirty 30 days in the Control Panel of Ace-Host.Net's web site Ace-Host.Net may change or modify ANY policies or guidelines without notice to you. Your continued use of Ace-Host.Net's Plan(s) will be the reflection of your cooperation and acceptance of any changes or modifications.

Term. (i) 30 Days Terms - This agreement will be for the "term" of 30 days, beginning from the moment you register for the Plan(s). This agreement and your Plan(s) will be automatically renewed at the expiration of the term unless you followed the instructions described in the Termination Policy below. (ii) 1, 3, 6, or 12 Month(s) Terms - This agreement will be for the "term" of One (1), Three (3), Six (6), or twelve (12) month(s), beginning from the moment you register for the Plan(s). This agreement and your Plan(s) will be automatically renewed at the expiration of the term unless you followed the instructions described in the Termination Policy below.

Payment. All charges for your Plan(s) must be paid in advance according to the most current price of the Plan(s). Upon registration, you must pay for your Plan(s) by credit card or personal check. Upon paying for your Plan(s), you thereby grant permission to Ace-Host.Net to charge any fees in accordance with your Plan(s). If you choose to pay by check, you authorize Ace-Host.Net to automatically transfer money from your checking account, without invoice, via the transit and routing numbers you will supply or have supplied in the order form. If you pay by credit card, you must notify Ace-Host.Net of any changes (including, but not limited to the, number, expiration, cancellation of your card, and your billing address) to your card that may prevent Ace-Host.Net from billing you. Check / money orders can be sent on a as needed basis worked out with a Billing Manager. Check / money orders can not be refunded in addition the 30 Day-Money Back Guarantee does not apply to check / money orders.

Lateness. If payment is not collected on the date due, your account will be suspended, until payment is received in full. It shall be the client's sole responsibility to assure payment is received in full and on time. If an account is suspended for insufficient payment, the client shall be responsible for contacting Ace-Host.Net and arranging alternate payment.

30 Day-Money Back Guarantee. You have a 30 day guarantee which will only apply to shared hosting Plan(s). If you do not feel Ace-Host.Net has delivered the business you expected, you may terminate this agreement within the first 30 days from your initial order date, and receive a refund for the agreed upon monthly Plan(s) fee and shall exclude, without limitation, the refund of any or all setup fees, software purchases, or promotional discounts, etc... To receive the refund, you must terminate your Plan(s) in the manner described in the Termination Instructions below and discontinue your uses of the Plan(s), and Ace-Host.Net must receive this notice within the first 30 day period of your Plan(s). You also agree to provide Ace-Host.Net with a description of why you are not satisfied with Ace-Host.Net's Plan(s). Checks or Money Orders cannot be refunded with this policy. This policy does not apply to check or money order payment.

Plan(s) Usage. The Acceptable Use Policy (also called AUP) dictate the general policies and procedures for the use of the Plan(s). Ace-Host.Net's Online Privacy Statement informs the customer of how Ace-Host.Net will collect, store, process and use the information associated with the use of your Plan(s). Ace-Host.Net's Privacy Policy is located on Ace-Host.Net's web site and may be updated at any time. You should carefully read the AUP, as by registering for hosting you will be bound by the AUP and any modifications made to said document. Ace-Host.Net reserves the right to terminate your Plan(s) without prior notice if you, in any way, should violate any part of the AUP or this Agreement.

Content Requirement. Use of the Plan(s) requires a certain amount of knowledge in the use of Internet Programming Languages, protocols and software, etc... This knowledge will vary depending on the usage and content level of your web site You or your webmaster must have the knowledge necessary to maintain your web site, as it is not Ace-Host.Net's responsibility to advise, teach, supply or provide any such knowledge or customer support outside of the Plan(s) agreed to you by Ace-Host.Net

Usage of allotted Resources. You agree that the use of the Plan(s) will not exceed the server resources (bandwidth, storage) allotted to your Plan(s). If you use any resources that surpass the percentage or megabytes agreed upon, or if you exceed E-mail storage and attachment size limitations, Ace-Host.Net may, in its sole discretion, suspend the Plan's usage, or terminate this agreement. Also, you are responsible for reasonable CPU and Memory usage. In the event that Ace-Host.Net elects to take corrective action, you will not be entitled compensation for any used or unused prepaid fees.

Quality of Service. Ace-Host.Net will make its best efforts to provide quality, and uninterrupted services but this is not a guarantee. Ace-Host.Net will not be responsible for any damages caused by service interruption, temporary delay, or outages of the Plan(s). Again, Ace-Host.Net does not make any promises or guarantees as to uptime and will not be help responsible for any damages or financial loses due to downtime.

Web Site Back-Ups. You are responsible for maintaining backups of your web site, email and data bases . Ace-Host.Net does not maintain any form of backup of your web site. However, Ace-Host.Net provides an easy mean to create backups of your web site within your control panel. You should always maintain current backups of your web site and data bases.

Employee Solicitation. You agree not to approach Ace-Host.Net's employees with proposal to hire them as his own employees or contractors. If you were to hire any of Ace-Host.Net's employees, you agree to pay Ace-Host.Net for each employee the greater amount of three year's salary for that employee or \$300,000.

Limited Liabilities. Under no circumstances, including, without limitation, negligence or other tort, principles of contract, warranty, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise, shall Ace-Host.Net in creating, producing or distributing the Plan(s) thereunder be liable to you for any indirect, special, consequential, incidental or exemplary damages including, without limitation, to damages for lost profits, loss of use, lost of data, errors, defects, phone bills, communication lines bills, loss of privacy, damages to third party even if Ace-Host.Net has been advised of the possibility of such damages. In no event will Ace-Host.Net or its suppliers have any liability for unauthorized access to, theft or destruction of any content made available for distribution by the Plan(s) through fraud or devices.

Indemnification. You agree that you shall defend by counsel reasonably accepted by Ace-Host.Net, protect and hold Ace-Host.Net harmless from and against any and all demands, liabilities, losses, costs, expenses, claims, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgment directly or indirectly arising out of or related to the Plan(s) provided Ace-Host.Net to you.

Disclaimer. You acknowledge and agree that Ace-Host.Net accepts no responsibility or liability for, and employs no control over, the content of the information passing through Ace-Host.Net's host servers, network hubs, or the Internet. All services performed thereunder are performed "as is" and without warranty against failure of performance including, without limiting to, any failure due to computer hardware or communication systems. Except as expressly provided in this Agreement, Ace-Host.Net does not make and hereby disclaims, and you hereby waive all reliance on, any representations or warranties, arising by law or otherwise, in reference to the Plan(s), including, but without limiting to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or developing from course of dealing, course of performance, or usage in trade.

Automatic Plan(s) Upgrade. Ace-Host.Net may automatically upgrade Plan(s) without notice.

Termination Instructions: To terminate your Plan(s) you must follow these instructions. Any other forms of termination will not be acceptable. You must provide Ace-Host.Net with notice of a termination at least 7 days before the end of the Term by filling out the Account Termination Form at <http://ace-host.net/TerminateAccount.html>. Any attempts to cancel by telephone, email or our ticket system will be rejected and billing will continue until these instructions have been followed.

Liabilities and Obligations on Termination. If the Agreement expires or is terminated for any reason, Ace-Host.Net is not liable to you because of such an expiration or termination for compensation or reimbursement on Plan(s) of the loss of prospective profits, anticipated sales, goodwill or on Plan(s) of any investment, relation to, or association with your business or for any other reason resulting from your termination or expiration. Any termination of this Agreement will not deem you exempt from past due invoices or fees that have acquired prior to the termination of this Agreement owed by you to Ace-Host.Net as provided in this Agreement. Ace-Host.Net reserves the right to refuse service to anyone and terminate any Plan(s) without reason with 10 days notice.

Violations. Failure to follow Ace-Host.Net's Agreement, policies, guidelines (collectively called "Conditions") will result in cancellation of your Plan(s). Ace-Host.Net will be the sole arbiter as to what constitutes a violation of the Conditions. Ace-Host.Net reserves the right to remove any Plan(s) without prior notice. Ace-Host.Net may investigate any reported violation of the Conditions or any complaints and take any action that it deems appropriate and reasonable to protect its systems, facilities, and/or third parties.

Refund Policies. You and Ace-Host.Net agree that there will be no monetary compensation for terminated Plan(s)/services regardless of the reason. No Refund or prorated. Setup Fees are nonrefundable for any reason. Payment methods of check/money order are nonrefundable. Account cancellations within the trial period (first 30 days) of the account have 30 days to request the refund as stated in section 17 referring to section 7

Promotions. Promotions through Ace-Host.Net are subject to cancellation at anytime. Ace-Host.Net has the right to revoke any promotional offer previously offered on an account should it not comply with the terms and conditions of the promotion. Promotional terms and rates do not apply to renewals of terms or accounts without limitation. Refunds offered by Ace-Host.Net through any and all promotions can only be claimed within the first 30 days after the first date of issuance through the promotion. Any request for a promotion to be in-acted after the designated promotional period will be denied.

Actions. Ace-Host.Net reserves the right to restrict or remove any content from its equipment that violates the Conditions, or is objectionable, or infringing on any third party's rights or in potentially violation of any laws. In the event that Ace-Host.Net becomes aware of the violation of the Conditions, a third party's rights or laws, Ace-Host.Net may immediately take corrective action which may include, but not be limited to, (1) restricting the Plan(s), (2) suspending or terminating the Plan(s), (3) restricting or prohibiting any and all use of Ace-Host.Net's equipment, and/or (4) pursue other civil remedies. The above stated rights however does not obligate Ace-Host.Net to monitor or exert control over the information made available through the Plan(s). Ace-Host.Net will not be obligated to refund you any fees or charges paid in advance for corrective actions due to possible violations of the Conditions.

Disclosure. Ace-Host.Net may reveal any information it deems necessary or appropriate, including, without limitation, user profile (e.g. name, e-mail address, etc...), usage history, material contained on Ace-Host.Net's system in order to abide by any applicable laws, lawful governmental requests, to protect Ace-Host.Net's systems and customers, or to provide and protect the quality, functionality, and integrity of Ace-Host.Net's business and equipment. Ace-Host.Net reserves the right to report any activities that it suspects violates any laws or regulations to the appropriate law enforcement officials, regulators or any other appropriate third parties.

Compensation. You agree to compensate, Ace-Host.Net and its affiliates and suppliers (and their respective employees, directors and representatives) for any and all expenses, including, without limitation, all claims, actions, proceedings, suits, liabilities, fines, and attorneys' fees, incurred by Ace-Host.Net or it's suppliers, arising out of or relating to (1) your violation or breach of any agreement, terms, representation or warranty of this Agreement or any applicable policy or guideline; (2) your improper or illegal use of the Plan(s); or (3) your violation, alleged violation, or misappropriation of any intellectual property right (including, but not limited to, trademark, copyright, patent, trade secrets) or nonproprietary right of a third party.

Entire Agreement. This agreement in addition with and to all policies and guidelines incorporated herein by reference, constitutes the entire agreement and contract between you and Ace-Host.Net and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreement between you and Ace-Host.Net with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. You agree that you are entering into this entire agreement on the basis of any representations or promises not expressly contained in the entire agreement.

Advertising. Ace-Host.Net may, free of any obligation to compensation, payment or reward, use your name and refer to you as a client, in advertising, publicity, or similar materials distributed or displayed to current or prospective clients.

Refusal of Service - Ace-Host.Net reserves the right to refuse service to any customer at anytime.

Laws. The entire agreement shall be governed by the laws of the United States and the state of Michigan and its validity constructions, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of Michigan applicable to contracts entered into and performed entirely within the State of Michigan. You shall at all times accord with all applicable laws and regulations and shall protect and save Ace-Host.Net harmless from your failure to stray from accordance. You agree that Ace-Host.Net shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government. You shall not use the Plan(s) in any way that violates US export laws, including without limitation, uses related to the distribution of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use. You agree that you are not located in, under control of, or a national or resident of any country restricted as a destination by US law or on the US Treasury Department's list of Specially Designated Nationals or the US Department of Commerce's Table of Denial Orders.

Severability. If any provisions of the entire agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable form and shall in no way affect the validity or enforceability of, the remaining provisions of the entire agreement, which shall remain valid and enforceable according to its terms. If it is deemed severable form, the liability of Ace-Host.Net and its suppliers to you will be limited to the amount actually paid to Ace-Host.Net by you under this agreement during the three (3) months preceding the date on which the claim accumulated. This limitation applies to all causes of action in the aggregate including, but not limiting, to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other damages. The fees for the Plan(s) set by Ace-Host.Net have been and will continue to be based upon this allocation risk. Accordingly, you hereby release Ace-Host.Net and its suppliers from any and all obligations, liabilities, and claim beyond the limitation stated in this section

Warranties and Representation. You warrant and represent to Ace-Host.Net that you are (1) at least eighteen 18 years of age; (2) you possess the legal right and ability to enter this agreement; (3) you will use the Plan(s) only for lawful purposes and remain in accordance with this Agreement and all policies and guidelines that may apply; (4) you will be financially responsible for your Plan(s); (5) you have acquired, or will acquire all necessary arrangements for hypertext links to a third party Web sites or other content; (6) you have verified or will verify the accuracy of materials distributed or made available through use of the Plan(s), including, without limitation, your content, claims, warranties, guarantees, nature of business, and address where business is conducted, and (7) your content does not infringe or violate any right of any third party (including intellectual property rights) or violate any applicable law, regulation or ordinance.

Acceptable Use Policy for Ace-Host.Net

The Acceptable Use Policy ("Policy") explains the proper conduct and prohibited uses of Ace-Host.Net's Services (collectively called Plan(s)). It is essential in providing quality service, and protecting all our customers' privileges. By registering for the Plan(s), and accepting the Terms and Conditions, you also acknowledge, and accept that you are also bound by this Policy, and agree to abide by this Policy for as long as you are bound by the Terms and Conditions agreement.

Modification. Ace-Host.Net reserves the right to update this Policy at anytime and will be immediately effective upon posting to our web site, Ace-Host.Net.

Violations. Violation of this Policy is strictly prohibited. Any violation will result in immediate suspension, termination and/or compensations awarded to Ace-Host.Net for damages caused by these violations as detailed in this Policy. You shall remain solely liable and responsible for your use of the Plan(s) and any all content that you display, upload, download, or transmit through the use of the Plan(s). Ace-Host.Net will be the sole arbiter as to what constitutes a violation of this policy.

Illegal Use. You may use Ace-Host.Net's Plan(s) for lawful purposes only. Transmission, distribution, sale, or storage of any material that violates any law, regulation or this Policy is strictly prohibited. This includes, without limitation: copyrighted material; trademarks; patent; trade secrets, material that obscene, defamatory, constitutes an illegal threat or violates export control laws. Examples of unacceptable content or links include: pirated software, hacker programs or archives, Warez sites. Ace-Host.Net reserves the right to restrict, prohibit, or remove any content that Ace-Host.Net determines in its sole discretion to be harmful to the server, networks, equipment, reputation, customer or any other third party.

E-mail. Spamming, the sending of unsolicited mass e-mail from, through, or towards Ace-Host.Net's server is strictly prohibited. Spamming includes, without limitation: (1) any form of advertising such as commercial advertising; (2) informational announcements to people who do not request them; (3) harassing e-mails, whether through language, frequency, amount, or size; (4) chain letters; (5) malicious e-mail such as "mail bombing"; (6) e-mail containing forged or false information, including the mail-sender and routing information, and subject header. You will also violate this policy if you use the services of other ISP or IPP to spam, but channeling these activities to your Plan(s) on Ace-Host.Net's server. Ace-Host.Net will be the sole arbiter as to what constitutes a violation of this provision. Any violation of this provision will result in immediate termination of your account, plus accessed a minimum fine of \$200.

Usage. We do not allow any kind of illegal software downloads on our servers.

Adult Content. Adult-oriented sites, pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content of any kind or provide links to adult content elsewhere. We also prohibit sites that provide storage, sale, distribution, hypertext link to, advertisement, promotion or hosting of material that is unlawful, defamatory, obscene, harmful, threatening, harassing, or an intrusion of privacy or publicity rights, or otherwise objectionable.

CGI-scripts. Cgi-script sharing among domains not hosted by Ace-Host.Net is strictly prohibited. Any CGI-scripts considered to be harming system performance or network integrity will be shut down without prior notice. Also, excessive CPU processing or memory usage is strictly prohibited on any Ace-Host.Net server.

Security. Any form of violation of Ace-Host.Net's, or any third party's server, system, or network security through the use of the Plan(s) are prohibited and may result in criminal or civil liability. Ace-Host.Net may investigate such incidents involving such violations and cooperate with the proper law enforcement authorities if a criminal violation is suspected. This includes, without limitation: (1) distributing or hosting content, destructive or harmful content including, without limitation, viruses, Trojan Horses, worms, time bombs, cancel bots or any computer programming routines that may damage or interfere with any system, program, data or personal information; (2) any form of hacking or unauthorized access, which includes, without limitation, use probing, or scanning of systems security or authentication measures, data or traffic; (3) interference with service to any user, host, or network including any form of attempts to overload a system, any form of system attacks, or forgery which can come from any kind of program/script/command or messages of any kind designed to interfere with a user's terminal session, via any means, locally or by Internet; (4) any form of interception which includes, without limitation, unauthorized monitoring of data or traffic on any network, server or system without express authorization from the owner; (5) any form of avoidance of system restriction; (6) and any form of failure to safeguard accounts which includes, without limitation, failure to prevent unauthorized access by giving away passwords. Ace-Host.Net reserves the right to limit or disable any and all account features that may compromise server security.

Fraud Content. Offering or distributing any fraudulent goods, services, schemes or promotions (e.g. - make money fast schemes, chain-letters, pyramid schemes), or submitting false data on any sign-up form, contract or online application through registration, or any fraudulent use of information obtained through the use of the Plans, including, without limitation, use of credit card numbers, phone numbers, e-mail addresses, or home addresses is strictly prohibited.

Copyright or trademark infringement: Use of the Ace-Host.Net service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Copyright or trademark infringement is cause for immediate account termination without refund!

Privacy Policy

Privacy for our customers is extremely important to Ace-Host.Net. We strongly believe in individual's rights to privacy and that personal information is not a commodity and should not be treated as one. At all times, we will never share your personal information with any third parties without your permission. Your email addresses are not for sale or trade and are strictly guarded. All client information such as email, phone numbers, addresses, etc is used only for internal purposes. This contact information is used to get in touch with you when necessary and for announcements. Financial information is only collected and used by a 3rd party payment processor.