



**DDOSHOSTINGPROTECTION.COM**  
**Enterprise Class Hosting**

## Terms of Service

**IMPORTANT NOTICE: \*All Payments To DDoshostingprotection Are Non-Refundable\***

**"DDoshostingprotection") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).**

Use of DDoshostingprotection Service constitutes acceptance and agreement to DDoshostingprotection AUP as well as DDoshostingprotection TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of DDoshostingprotection and AUP (acceptable use policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Illinois, Cook County applicable to contracts enforceable in that state. Venue will be Cook County, Illinois

**1. Disclosure:** The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition DDoshostingprotection shall have the right to terminate all service set forth in this Agreement.

**2. Service Rates:** Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

**3. Payment:** Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. Subscriber agrees that DDoshostingprotection automatically charges subscriber's credit card every month. DDoshostingprotection reserves the right to process client credit cards from 1 to 5 days before the actual due date to ensure that the funds are received by the due date.

**4. Payments and Fees:** Credit cards that are declined for any reason are subject to a \$1.00 declination fee. Service will be interrupted on accounts that reach 4 days past due. Service interrupted for nonpayment is subject to a \$50 reconnect charge. Accounts not paid by due date are subject to a \$25 late fee. Accounts that are not collectable by DDoshostingprotection may be turned over to an outside collection agency for collection. If

your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. Colocation servers that are terminated for nonpayment will be considered abandoned and forfeited after 30 days

**5. Refund and Disputes:** All payments to DDoshostingprotection are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in DDoshostingprotection sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay DDoshostingprotection an "Administrative Fee" of not less than \$50 and not more than \$150.

**6. Failure to Pay:** DDoshostingprotection may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

**7. Account Cancellation:** All requests for canceling accounts must be made via email to sales@DDoshostingprotection.net with at least 7 days. You must have all account information to cancel.

**8. Service Interruptions:** Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons. Therefore, subscriber agrees that the company shall not be liable for any damages. In no event shall the company be liable for any special or consequential damages, loss or injury.

**9. Invoicing:** DDoshostingprotection does not send out invoices automatically. If a subscriber needs an invoice, they can request one at billing@DDoshostingprotection.net

**10. SPAM and Unsolicited Commercial Email (UCE):** DDoshostingprotection takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of DDoshostingprotection may not use or permit others to use our network to transact in UCE. Customers of DDoshostingprotection may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

**a)** Violation of DDoshostingprotection SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, DDoshostingprotection will initiate an immediate investigation (within 48 hours of notification). During the investigation, DDoshostingprotection may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, DDoshostingprotection may, at its sole discretion, restrict, suspend or terminate customer's account. Further, DDoshostingprotection reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. DDoshostingprotection will notify law enforcement officials if the violation is believed to be a criminal offense.

**b)** First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay

"Research Fees" not to exceed \$175 per hour that DDoshostingprotection personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

**c)** As our Customers are ultimately responsible for the actions of their clients over the DDoshostingprotection network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

### **IMPORTANT NOTICE**

Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

### **11. Network**

**a)** IP Address Ownership: If DDoshostingprotection assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to DDoshostingprotection, and Customer shall have no right to use that Internet Protocol address except as permitted by DDoshostingprotection in its sole discretion in connection with the Services, during the term of this Agreement. DDoshostingprotection shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by DDoshostingprotection, and DDoshostingprotection reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting. All IPs that are allocated to client must be utilized within 48 hours. If allocated IPs are not utilized within this time frame DDoshostingprotection reserves the right to retract IPs that are not being utilized without notifying the client

**b)** Bandwidth Usage. DDoshostingprotection will monitor Customer's bandwidth. DDoshostingprotection shall have the right to take corrective action if Customer's usage negatively impacts other clients.

**c)** Second Violation: Users that DDoshostingprotection determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

**c)** System and Network Security: Users are prohibited from violating or attempting to violate the security of the DDoshostingprotection Network. Violations of system or network security may result in civil or criminal liability. DDoshostingprotection will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- i. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- iii. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- v. Taking any action in order to obtain services to which such User is not entitled.

## **12. Notification of Violation:**

**a)** DDoshostingprotection is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

**b)** First violation: Any User, which DDoshostingprotection determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at DDoshostingprotection discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

**c)** Second Violation: Users that DDoshostingprotection determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

**d)** We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

**13. Suspension of Service or Cancellation:** DDoshostingprotection reserves the right to suspend network access to any customer if in the judgment of the DDoshostingprotection network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which DDoshostingprotection chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended. Customers of colocation servers must make arrangements for the server to be picked up and removed from DDoshostingprotection.net. The server will be considered abandoned and forfeited after 30 day.

**14. TOS Changes:** DDoshostingprotection reserves the right to amend its policies at any time. All Sub-Networks, resellers and unmanaged servers of DDoshostingprotection must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to

implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

**15. Indemnification:** DDoshostingprotection wishes to emphasize that in agreeing to the DDoshostingprotection Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies DDoshostingprotection for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to DDoshostingprotection or the bringing of any claim against DDoshostingprotection by any third-party. This means that if DDoshostingprotection is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against DDoshostingprotection, plus all costs and attorney's fees.

**15a.** Customer acknowledges that the service provided is of such a nature that service can be interrupted for many different reasons and interruptions can be prolonged due to external or internal events. Therefore, subscriber agrees that the DDoshostingprotection.net shall not be liable for any damages arising from such loss of service for any reason. In no event shall the company be liable for any special or consequential damages, loss or injury.

**15b.** Customer acknowledges that colocation servers can be damaged from shipping and handling of the colocation servers. Customer shall not hold DDoshostingprotection.net liable for damage to any colocation server for any reason. The customer is responsible for insuring the monetary value the of the colocation server for the value of the server. In no event shall the company be liable for any special or consequential damages, loss or injury.

**16. Miscellaneous Provisions:** You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

**a)** A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

**b)** Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at any time without consent from or notice to Subscriber. Company reserves right to cancel customer rights under this contract at any time without further obligation.

**c)** DDoshostingprotection takes no responsibility for any material input by others and not posted to the DDoshostingprotection Network by DDoshostingprotection. DDoshostingprotection is not responsible for the content of any other websites linked to the DDoshostingprotection Network; links are provided as Internet navigation tools only. DDoshostingprotection disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

**d)** DDoshostingprotection is not responsible for any damages your business may suffer. DDoshostingprotection does not make implied or written warranties for any of our services. DDoshostingprotection denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by DDoshostingprotection.

**17. Responsibility for Content:** You, as DDoshostingprotection customer, are solely responsible for the content stored on and served by your DDoshostingprotection server.