



Centicero Terms of Service

General Policy

When using the Service provided by Centicero, defined below in Section 1.1, you agree to be bound by all of the following terms (the "Terms of Service") within this Agreement. Centicero reserves the right to alter, amend or modify any provision of this Terms of Service Agreement at any time with or without prior notice to you.

This Agreement is effective from your acceptance thereof, which is indicated by the establishment of your account. If you are a current Centicero client when this Agreement is activated, your continued use of the Service constitutes your acceptance of this Agreement.

Services

1.1 - Centicero provides Website Hosting services, including, but not limited to, Disk space for Website Storage; FTP Access for uploading and downloading files to and from your assigned account.

1.2 - Any means of identification assigned to you by Centicero (including username and IP address) will remain the property of Centicero. Centicero reserves the right to alter or replace these forms of identification at any time.

1.3 - Centicero makes no guarantees as to the continuous availability of the Service or any specific feature of the Service. Centicero reserves the right to discontinue and/or change the Service or any of its features at any time with or without notice.
Registration Requirements

2.1 - You agree to provide Centicero with accurate, complete and up-to-date billing information, including your legal name, electronic mail (e-mail) address, home address, and telephone number. All changes to this information must be reported to Centicero within 30 days of the change.

2.2 - By accepting this Agreement, you agree that you are responsible for all charges posted to your account until you close the account as specified in Section 10. If any information provided by you is inaccurate, not current or incomplete, Centicero retains the right to suspend or terminate your account.

Use Of The Services

3.1 - You, and those you authorize, are the only individuals who are authorized to access the Service through your account. You must ensure that all authorized users on behalf of your account comply with this Agreement.

3.2 - You are responsible for maintaining the confidentiality of passwords used by yourself or any authorized user for your account.

3.3 - You will not use the Service or permit others to use the Service through your account in any way that violates any law or regulation; subjects Centicero to liability; or is in any violation of the Centicero Terms of Service Agreement.

User Conduct

4.1 - You agree to be solely responsible for the content of your transmissions through the Service. You acknowledge that Centicero simply acts as a passive conduit for the distribution and transmission of data.

4.2 - You agree not to resell any part of the Service under your account including, but not limited to, disk space; pre-installed CGI scripts; software and any form of identification assigned to your account except you have the authorization from Centicero.

4.3 - You agree that your use of the Service is subject to all applicable local, state, national and international laws and regulations. Furthermore, you agree that you recognize that violation of any such laws, rules and regulations shall be cause for immediate termination, without notice, of your account at the sole discretion of Centicero.

Unacceptable Use of Service

5.1 - Illegality in any form, including, but not limited to, activities such as unauthorized distribution or copying of copyrighted material; violation of export restrictions; harassment; fraud; drug dealing; intentionally inflicting emotional distress; violating trademarks; copyrights; Privacy and other intellectual property rights.

5.2 - We reserve the right to remove permission to access the Service if we suspect security violation attempts involving your account, whether directly deliberately caused by you or not.

5.3 - Spamming, to send unsolicited commercial or non commercial email or newsgroup posts, from the server or involving your domain.

5.4 - Mail bombing, sending of large files or emails to other users against the request of an Internet user, whether or not our servers are used.

5.5 - Violations of system or network security is prohibited, and may result in criminal and civil liability. Examples include, but are not limited to, the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

5.6 - The use of programs that consume an excessive amount of CPU run time or Random Access Memory (RAM) on the server. High load Chat Room Scripts and Programs. All kind of Shell/SSH/Telnet access Scripts. High loaded Bulletin Board/Forums Systems.

5.7 - Unacceptable site content, links, storage and/or distribution including, but not limited to, pirated software or programs which are intended or used for security violation purposes ("cracking software"); "Warez Sites"; "IRC Bots"; and defamatory, scandalous, or private information about a person without their consent.

5.8 - Site content or links including, but not limited to, underage pornography or offensive material. Disturbing site content or links. Site content or links including threatening, defamatory, or scandalous language or information. Adult hosting is allowed.

5.9 - Background Running Programs, Background Daemons, including, but not limited to, IRC bots; IRC servers; eggdrop; BitchX(IRC Client); XiRCON; ShoutCast Plus IceCast; and any other program that interferes with normal server operation.

5.10 - Extended data storage. We provide disk space for web documents. We are not a file storage provider, and prohibit the use of our services for data backup storage. If we deem your account to be storing excessive data for the sole purpose of data storage and distribution, we may ask you to remove all offending data. This only applies to our Starter and Medium web hosting packages.

5.10 - Illegal Activities including but not limited to:

- * 5.11.1 - Distributing information regarding the creation of or sending of Internet viruses; worms; Trojan horses; pinging; flooding; mailbombing; or denial of service attacks.

- * 5.11.2 - Activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

- * 5.11.3 - Accessing illegally or without authorization computers, accounts, or networks. Attempting to penetrate security measures of a system ("cracking").

- * 5.11.4 - Exporting encryption software over the Internet or otherwise, to points where doing so is illegal.

- * 5.11.5 - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

- * 5.11.6 - Any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

- * 5.11.7 - Any activity including, but not limited to transmitting or otherwise making available ponzi schemes; pyramid schemes; fraudulently charging credit cards; and pirating software.

5.12 - Disclaimers found on the offending website will not protect the client account from being terminated if such site is in violation of this Agreement.

5.13 - Failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.

ALL FORMS OF 'UNACCEPTABLE USE OF SERVICE' ARE STRICTLY FORBIDDEN. EVIDENCE OF SUCH MATERIAL WILL BE CAUSE FOR IMMEDIATE TERMINATION OF SERVICE. CENTICERO ARE THE SOLE ARBITERS AS TO WHAT CONSTITUTES A VIOLATION OF THIS PROVISION. CENTICERO WILL NOTIFY THE APPROPRIATE LAW ENFORCEMENT DEPARTMENT IF SUCH VIOLATION IS A CRIMINAL OFFENCE.

Fees

6. - Centicero reserves the right not to issue refunds for fees paid in advance or for fees and/or payment made after the creation of your account, all payments to Centicero are non-refundable.

6.3 - One time fees including but not limited to additional features, change domain name and upgrade/renew fees are non-refundable.

6.4 - Current pricing for Centicero services may be obtained by checking price pages in <http://www.Centicero.com/>, Centicero reserves the right to change prices, rates and/or institute new charges/fees at any time.

6.5 - Payment must be made towards your account on its assigned due date. If your account is delinquent, your account may be suspended or terminated at the sole discretion of Centicero. Under the Late Payment of Commercial Debts (Interest) Act 1998, Centicero may, at its sole discretion, charge up to £40GBP (~\$80USD) in late payment fees. IF YOUR ACCOUNT INCURS CHARGES WHICH ARE DENIED BY YOUR FINANCIAL INSTITUTION, CENTICERO RESERVES THE RIGHT TO RE-BILL FOR THOSE CHARGES, REGARDLESS OF YOUR ACCOUNT STATUS. Centicero may, at its sole discretion, charge a fee of \$30.00 or greater to reinstate a suspended account.

6.6 - Centicero reserve the right to charge for support tickets that are due to client fault, or phone calls not for sales, billing or emergency (such as downtime) issues. Also we reserve the right to charge for tickets incorrectly flagged as High Priority for issues that do not warrant this, which are then forwarded to staff using methods such as SMS.

6.7 - If you believe that Centicero has billed you in error, you must contact the Billing Department within 30 days of the invoice or transaction date of the charge. Refunds or adjustments will not be given for any charges billed in error which are more than 30 days old. To contact the Billing Department, please leave an email to accounta@centicero.com or use "contact us" link on www.centicero.com

6.8 - Any site found to be in violation of the Acceptable use Policy or the details discussed in section 5 will be suspended/removed and subject to a \$50.00 fee.

6.9 - Should Centicero cease trading, we reserve the right not to provide refunds.

Disclaimer of Warranties

7.1 - You assume full responsibility and risk for use of the Service by you and your authorized users. The Service is provided on an "as is" and "as available" basis. Centicero does not warrant that the Service will be uninterrupted or error-free. Centicero makes no express or implied warranties, representations or endorsements including, but not limited to, warranties of title, non-infringement or implied warranties of service or fitness for a particular purpose regarding all information or service provided through Centicero. No advice or information given by Centicero, its employees, affiliates or contractors shall create a warranty.

7.2 - Centicero shall not be liable for any costs or damages arising directly or indirectly from use of the Service. It is solely your responsibility to evaluate the accuracy, quality, completeness, and usefulness of all opinions, advice, services, and other information provided through the Service.

User Remedies

8.1 - If you are dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by closing your account by one of the methods outlined in Section 10.

8.2 - Under no circumstances shall Centicero, its employees, affiliates or contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from any: use of your account or the Service or your inability to use the Service; your reliance on or use of information, services or merchandise provided on or through the Service or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

Indemnity

9.1 You agree to defend, indemnify, and hold Centicero and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by you or those who access this Service through your account; the use of the Service or the Internet in general; and the placement or transmission of any message, information, software, or other materials on the Internet by you or by those who have access to the Service through your account.

Termination of Agreement

10.1 - Termination of the account will take up to 30 days to process. Therefore, for non-yearly accounts, the cancellation request must come before 30 days before the initial billing date of the next month.

10.2 - Centicero may terminate this Agreement at any time without cause upon 30 days prior notice; or; immediately if you or any person who has access to the Service through your account, commit a material breach of this Agreement including, but not limited to, a breach of any obligation imposed under Sections 2, 3, 4, 5 or 6 or if you fail to pay any charges within 10 days of the date they accrue.

10.3 - Upon termination of this Agreement, all rights granted to you or your authorized users under this Agreement shall immediately cease and terminate.

10.4 – Should you purchase a domain with us and subsequently cancel the web hosting but not the domain, we reserve the right to charge a \$50 domain administration fee should

you wish to change the nameservers for that domain.

10.5 - Termination from this Agreement does not release you from the obligation to pay all accrued charges under this Agreement.

10.6 - Sections 6, 7, 8, 9, and 12 shall survive termination of this Agreement, Centicero retains the right to enforce these provisions regardless of account status.

Resellers

11.1 - All resold accounts are subject to the terms discussed in section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 12.

11.2 - Centicero accepts payment for reseller account via bank transfer or PayPal.

11.3 - If a reseller's monthly fee is past due, all accounts created under the reseller account and the initial reseller account itself will be suspended.

11.4 - A \$30.00 re-activation fee will be charged to any reseller who is in violation of 11.3.

11.5 - Any reseller who's account has been listed as suspended for over 15 days will be cancelled and charged a \$30.00 cancellation fee.

11.6 - Cancellation of a reseller account must be submitted at least 5 days prior to the next billing date. Any cancellation request that comes within the 5 day limit may be subject to a \$5.00 fee.

11.7 - Upon cancellation of a resold account, all accounts created under the initial account and the initial account itself will be removed. It is your responsibility to inform your clients and move their data.

11.8 - If cancellation of a non-yearly reseller account comes at the beginning of the month and no payments have been made towards that month for 7 business days, all accounts created under the reseller account will be immediately terminated and a \$30.00 cancellation fee will be imposed.

Closing an Account

12.1 - You may close your account by one of the following methods:
Use the account cancellation feature in the client's portal. Fill out all form fields.
Send an email to accounts@centicero.com.

Include company or personal letterhead. Include your account information (domain name, username, IP address, and password). Include your real name, contact address and contact number.

Failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.

Copyright Centicero 2007-2008. All Rights Reserved.