

Over 200,000 Domains Hosted In Our Own Data Center In Hopkinsville, KY

- A MAIN PAGE
- ₽ SIGN UP NOW
- HOSTING PLANS
- → BUSINESS CENTER
- ☐ WEB DESIGN SERVICES
- ₽ TAKE CREDIT CARDS
- ☐ SUPPORT CENTER
- ☐ OUR PROMISE TO YOU
- ☐ AFFILIATE PROGRAM

# HACKER SAFE











## Terms of Service

The following Terms of Service must be agreed to and abided by for use of our services. Please be aware that IX Web Hosting reserves the right to modify the Terms of Service at any time, and without notice as is deemed necessary by IX Web Hosting. Please read these terms and conditions carefully.



TOS Agreement v2.6 - Updated September 6th, 2007

IX Web Hosting's primary objective is to value and support our subscribers

wherever, whenever and however possible. Our management and staff will provide the highest level of attention and dedication to all of our subscribers.

In pursuit of our primary objective, IX Web Hosting agrees to deliver the agreed upon services, as declared in the "New Account" confirmation, to our customers at the time

of purchase, subject to the following Terms of Service (hereafter referred to as TOS).

In addition, the use of IX Web Hosting's service(s) by a subscriber constitutes an unconditional acceptance of and agreement to IX Web Hosting's TOS. IX Web Hosting reserves the right to change or modify the TOS at any time without notice.

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### I. 100% Money-Back Guarantees

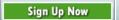
#### A. 30-Day Money Back Guarantee

IX Web Hosting proudly offers its subscribers a "30-Day Money Back Guarantee."

## Sign Up Now!

#### Convinced?

Click To Sign Up Now!



## Questions?

We're Here To Help You 24/7

1-800-385-0450 (inside USA) 1-270-707-2051 (outside USA)

## Control Panel

User-Friendly Control Panel

Try Our FREE DEMO

Control Panel Demo

## Frika's Advice

Watch What She Says About IX!



#### Live Chat

Our Skilled Support Will Answer All Your Questions

Day and Night - NEW!

Chat With Us

This guarantee allows subscriber to purchase IX Web Hosting's services with full confidence and zero-risk. Consequently, subscriber may request a full refund within 30 days of initial sign-up and be refunded all fees paid to-date, including setup fees, less any additional over-usage and free domain registration costs (see section I.C below). Terminated accounts are not eligible for this guarantee if the termination occurred due to a violation of this TOS.

This guarantee can be requested at anytime within the 30 days of the commencement of service if subscriber is not satisfied with IX Web Hosting's services. If the 30-day service of the subscription has been exceeded, subscriber is not eligible for this guarantee. A request for this guarantee must be submitted via IX Web Hosting's "Contact Us" form located at this URL:

https://www.ixwebhosting.com/index.php/v2/pages.customerCenter.

If requesting a refund, we ask that subscriber briefly explains the reasons for doing so, as well as any suggestions on how IX Web Hosting could improve service.

#### B. Any-Time Money Back Guarantee

IX Web Hosting proudly offers its subscribers an "Any-Time Money Back Guarantee." This guarantee allows subscriber to use IX Web Hosting's services with full confidence and zero-risk. Consequently, subscriber may request a full refund of the current month's fees (not the current billing cycle) and to-date pre-paid fees for future months, less any additional over-usage, setup fees and free domain registration costs (see section I.C below). Terminated accounts are not eligible for this guarantee if the termination occurred due to a violation of this TOS.

This "Any-Time Money Back Guarantee" can be requested at anytime that you are not satisfied with IX Web Hosting services. A request for this guarantee must be submitted via IX Web Hosting's "Contact Us" form located at this URL: <a href="https://www.ixwebhosting.com/index.php/v2/pages.customerCenter">https://www.ixwebhosting.com/index.php/v2/pages.customerCenter</a>.

If requesting a refund, we ask that subscriber briefly explains the reasons for doing so, as well as any suggestions on how IX Web Hosting could improve service.

#### C. Refunds for Domain Registrations

IX Web Hosting utilizes an industry standard third party Registrar for domain name registration services. Once an order is placed for a new domain name through IX Web Hosting, we register the domain for the customer through the Registrar. Domains registered in this manner are not eligible for a refund and the cost for such domains will be subtracted from any service refund from IX Web Hosting.

New domains may be cancelled and receive a full refund only within the first 24 hours after placing an order. This grace period only applies to new domain name registrations and is not applicable for domain renewals.

If you cancel your IX Web Hosting service, you will retain ownership of your domain name for as long as you continue to renew the domain. You may renew the domain through IX Web Hosting or through the Registrar.

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#### II. 99.9% Uptime Guarantee

IX Web Hosting guarantees that your website will be up and running at least 99.9% of the time during any 12-month period. This guarantee includes network uptime, server uptime, web server and service uptime. It does not cover any areas where IX Web Hosting has no direct influence, such as backbone provider failures, fibre-optic main line cuts, DNS or Registrar issues with subscriber's domain name, routing issues between subscriber location and IX Web Hosting data center. The uptime guarantee is also not applicable if the service interruption was caused by external issues such as Acts of God, Wars or any other natural or unnatural events that IX Web Hosting cannot directly influence.

To request a **service credit due to an uptime concern**, please submit a request for this guarantee via IX Web Hosting's "Contact Us" form located at this URL: <a href="https://www.ixwebhosting.com/index.php/v2/pages.customerCenter">https://www.ixwebhosting.com/index.php/v2/pages.customerCenter</a>.

If requesting a "service credit" we ask that subscriber briefly explains the reasons for doing so.

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#### III. Prohibition of Adult Content

Subscribers of IX Web Hosting's services are prohibited from storing or posting adult content, or links to adult content, through the subscribed service. All material of pornographic nature is considered adult content. Online image galleries whose primary purpose is the public display of fine art or artistic mediums are not considered to be adult content.

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#### IV. "Fair-Use" Resource Assignment

IX Web Hosting offers high-limit or unlimited amounts of disk space and/or other

resources, such as bandwidth transfer, email or FTP accounts. The intention of IX Web Hosting is to provide ample resources for customer convenience, so that customers needn't to worry about exceeding limits.

It is acknowledged by users of IX Web Hosting services that these resource allotments are optimized and dedicated towards serving web documents and self-need email / FTP services and is not to be used as offsite storage area for electronic files, or as a provisioning service for third party email or FTP hosts. All downloadable files or files stored on the server must be available for download via a HTML document stored on the Internet in a publicly or privately accessible area, and must be directly related to the general nature of the website index. Illegal content such as pirated software, music or other media are strictly prohibited and are not allowed on IX Web Hosting servers.

It is also acknowledged by users of IX Web Hosting services that these resources are limited by physical restraints of technology as well as by reasonable limits of a shared resource environment. Users must realize that server technology limits the amount of available resources for use, including but not limited to disk drive space, CPU processing power, memory and access speed. IX Web Hosting takes measures to utilize the latest and most economically feasible mass server market technology available to provide services. It is furthermore acknowledged by users of IX Web Hosting services that all provided services are of a shared-server nature, and other users are sharing the provided space. Customer accounts are placed on a server with up to hundreds of other users. IX Web Hosting, along with many other hosting providers use this business model in order to offer web hosting services en masse at inexpensive and affordable rates.

It is acknowledged that any single account is entitled to utilize the server resources, within reason, up to what is allotted or by what is physically available. If resources become scarce, IX Web Hosting reserves the right to limit users of the affected machine to a lower limit to preserve the effectiveness of the service for all users. If a particular user is in extreme excess of what the average users of the machine have in use (actually used) of their resource allotments, that customer may be asked to remove content, cut resource usage, or relocate to a dedicated service provider. This policy only applies to web sites that are considered to be abusive in service, disk space or resource consumption and where it is evident that the "fair-use" of resources among customers has been breached, particularly in regards to disk space, bandwidth or CPU processing power utilization. Additionally, web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the sole discretion of IX Web Hosting.

If a "Fair-Use" breach occurs, which's determination is solely up to IX Web Hosting, subscriber may have to remove files from or reduce access to subscriber's account to an extent as determined by IX Web Hosting, in order to restore full serviceability to other subscribers affected by the breach. In any case, the subscriber will be notified of any actions that IX Web Hosting may have to take.

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#### V. SPAM and Unsolicited Commercial Email (UCE)

IX Web Hosting takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM through our network and services. Customers of IX Web Hosting may not use, or permit others to use, our network to partake in UCE distribution. Customers of IX Web Hosting may not host or permit hosting of sites or information that is advertised by UCE from other networks.

Upon notification of an alleged violation of our SPAM policy, IX Web Hosting will initiate an immediate investigation. During the investigation, IX Web Hosting may restrict customer access to the network to prevent further violations. Subscriber will thereafter be advised of the situation. If a subscriber is found to be in violation of this TOS, IX Web Hosting may, at its sole discretion, unilaterally restrict, suspend or terminate the violating customer's account. Further, IX Web Hosting reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. IX Web Hosting will notify law enforcement officials if the violation is believed to be a criminal offense.

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#### VI. Prohibited Scripts and Applications

IX Web Hosting strictly prohibits the use of certain scripts such as IRC, Proxy, SSH, Telnet, or any other script which may overwhelm server resources due to the inherent nature of the script itself or by defect in the coding of the script. If a user script is found to be in violation of this clause, or is found to be overwhelming system resources, the user may be requested to remove the script, or in cases of system resource abuse, it may be removed without prior warning and/or the user account may be suspended for further review.

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VII. Payment

Establishment of this service is dependent upon receipt of payment of stated charges by IX Web Hosting. Subsequent payments are due on the anniversary date of the month for that month's service or whichever is the selected billing cycle.

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#### VIII. Failure to Pay

IX Web Hosting may temporarily deny or terminate service upon the failure of the subscriber to pay the charges when due. Such termination or denial will not relieve the subscriber of responsibility for the payment of all accrued charges and any collection fees

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#### IX. Account Cancellation

A subscriber may cancel his account at any time online via his account control panel's "Billing Options." If requesting a cancellation, we ask that subscriber briefly explains the reasons for doing so, as well as any suggestions on how IX Web Hosting could improve service. The cancellation will take effect immediately and the subscriber's account will remain active until the end of the subscription. Account resumption is possible with one click from the same menu, in case you should redecide.

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#### X. Subscriber Acknowledgement

Subscriber acknowledges that the service provided is of such a nature that the service can be interrupted for many reasons other than the negligence of IX Web Hosting and that damages resulting from any interruption of service are impossible to ascertain. Therefore, subscriber agrees that IX Web Hosting shall not be liable for any damages arising from such causes beyond the direct and exclusive control of IX Web Hosting. Subscriber further acknowledges that the IX Web Hosting's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall IX Web Hosting be liable for any special or consequential damages, loss or injury.

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#### XI. Change of Nameservers

In cases of new hosting accounts or additions / modifications to hosted domain names or any other cases which involve the change of nameservers of a domain from other DNS servers to IX Web Hosting's DNS servers, there may occasionally be a delay of several days, weeks or longer depending on the accessibility of control options at the respective registrar of the domain name registration. It is possible that if the registrar (or the entity having control over the domain registration) is not cooperative, the domain nameservers can not be changed at all. Due to the unpredictable nature of the nameserver change process, no guarantees are made regarding the amount of time a specific change may take. On customer request, nameserver change of domain names is done by IX Web Hosting on behalf of the account holder. In such cases, a successful change of nameservers cannot be guaranteed in any way or fashion as it solely depends on the accessability or cooperation by the domain name registration's registrar.

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#### XII. Support Boundaries

Use of IX Web Hosting services requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of subscriber's website.

The subscriber is responsible for programming and for uploading the website to our servers. Website development, consulting, programming and debugging are beyond the free hosting support services. However, our web design and programming team will be happy to prepare a quote to fit your specific requirements.

The subscriber agrees that he or she has the necessary knowledge to create and maintain their website and agrees that it is not the responsibility of IX Web Hosting to provide this knowledge or service.

IX Web Hosting provides technical support for services only to its subscribers. We limit our technical support to our area of expertise. The following is our guideline when providing support:

IX Web Hosting provides support related to your service plan's features' physical functioning. IX Web Hosting does not provide technical support for the subscriber's customers.

The only way to request technical support is to utilize the technical support helpdesk options located within the IX Web Hosting control panel, or by calling our 24/7 Toll-Free Phone Support, or by using our 24/7 <u>LiveChat</u> feature.

If you are able to get online and have other questions, the answers may be on our documentation manual at

https://www.ixwebhosting.com/index.php/v2/pages.manual

We encourage you to check there first. Lastly, the "Quick Help" option in the control panel you are using may have the answer to your question. Please investigate these resources before contacting tech support.

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#### XIII. Network

#### A. IP Address Ownership

If IX Web Hosting assigns a subscriber an IP address for use with the subscription, the right to use that IP address shall belong only to IX Web Hosting and the subscriber shall have no right to use that IP address except as permitted by IX Web Hosting. IX Web Hosting shall maintain and control ownership of all IP numbers and addresses that may be assigned to subscribers by IX Web Hosting. IX Web Hosting reserves the right to change or remove all such IP numbers and addresses in its sole and absolute discretion, at any time.

#### B. Data Transfer and Disk Usage

Subscriber agrees that bandwidth and disk usage shall not exceed the maximum number of megabytes per month for the service plan subscribed by the customer ("Agreed Usage"). IX Web Hosting will monitor subscriber's bandwidth and disk usage. IX Web Hosting shall have the right to take corrective action if subscriber's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all services, or termination of this Agreement, which actions may be taken is in IX Web Hosting's sole and absolute discretion, at any time deemed necessary by IX Web Hosting. If IX Web Hosting takes any corrective action under this section, subscriber shall be entitled to a pro-rated refund of any fees paid in advance prior to such action. In any cause, subscriber will be warned of approaching or exceeded resource limits via email by IX Web Hosting's automated notification system.

#### C. System and Network Security

Subscribers or any network users are prohibited from violating or attempting to violate the security of IX Web Hosting's network or any and all components there in. Violations of system or network security may result in civil or criminal liability. IX Web Hosting will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting subscribers who are involved in such violations. These violations include, but are not limited to:

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

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#### XIV. Notification of Violation

Subscribers or any network users are prohibited from violating or attempting to violate the security of IX Web Hosting's network or any and all components there in. Violations of system or network security may result in civil or criminal liability. IX Web Hosting will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting subscribers who are involved in such violations. These violations include, but are not limited to:

- First violation: Any Subscriber, which IX Web Hosting determines to have violated any element of this TOS shall receive an email warning them of the violation. Subscriber's service is subject to a temporary suspension at IX Web Hosting's discretion pending a subscriber's agreement in writing to refrain from any further violations.
- Second violation: Subscribers, whom IX Web Hosting determines to have committed a second violation of any element of this TOS shall be subject to immediate suspension or termination of service without further notice.

NOTE: IX Web Hosting reserves 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 contacting the subscriber. IX Web Hosting will contact the subscriber as soon as it is feasible

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#### XV. Suspension of Service or Cancellation

IX Web Hosting reserves the right to suspend network access to any subscriber if in the judgment of IX Web Hosting, the subscriber's account is the source or target of a violation of any of the terms of the TOS, or for any other reason which IX Web Hosting deems necessary.

If inappropriate activity is detected, all accounts of the subscriber in question will be deactivated until our investigation is complete. Prior notification to the subscriber is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The subscriber may not be credited for the time the subscriber's machines were suspended if the subscriber is found to be at fault.

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#### XVI. Miscellaneous Provisions

Subscriber must provide IX Web Hosting real and current contact information at all times. E-mail address, telephone and fax contacts are used, and in that order of preference.

- 1. IX Web Hosting takes no responsibility for any material placed on its network by others. IX Web Hosting is not responsible for the content of any other websites linked to. Links to other sites are provided as Internet navigation tools only. IX Web Hosting disclaims any responsibility for any inappropriate use and any liability to any person or party for any other person or party's violation of this policy.
- 2. IX Web Hosting's subscribers are not permitted to run IRC servers
- Furthermore, IX Web Hosting reserves the right to, but is not obligated to, review the content posted via the service and to refuse or remove any such materials in its sole discretion, without notice at any time.

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#### XVII. Disclosure to Law Enforcement

The TOS specifically prohibits the use of our service for illegal activities. Therefore, subscriber agrees that IX Web Hosting may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agency that requests such information, provided they posses the proper court-approved warrant, without consent or notification to the subscriber.

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#### XVIII. Indemnification

Each party (the "Indemnifying Party") hereby indemnifies the other party (the "Indemnified Party"), its officers, directors, employees and agents, and agrees to defend and hold them harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys fees) arising from any claim, demand, action or proceeding based upon the alleged breach or untruthfulness of any of the Indemnifying Party's representations or warranties, or incurred in the settlement or avoidance of any such claim, provided, however, that the Indemnified Party shall give prompt notice to the Indemnifying Party of the assertion of any such claims and provided further that Indemnifying Party shall have the right to select counsel and control the defense thereof, subject to right of the Indemnified Party to participate therein.

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#### XIX. Severability

If any provision of this TOS shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this TOS is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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#### XX. Applicable Law

This TOS is subject to the governing laws of the State of Kentucky. Courts of competent jurisdiction in Hopkinsville, Kentucky shall hear and decide any disputes.

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#### XXI. Data Integrity

The subscriber is responsible for keeping a complete and current copy of their website files as a backup on a remote system (not solely on IX Web Hosting servers).

#### IX Web Hosting is NOT RESPONSIBLE for any lost files, information or data.

IX Web Hosting makes regular internal backups of internal system configurations and databases. These backups are NOT intended for keeping backups of subscriber websites

Although IX Web Hosting backups may include subscriber sites and information for disaster recovery purposes, these backups are not to be relied on by the subscriber. IX Web Hosting does not guarantee to possess the most current copy of a subscriber's website in its own backups.

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#### XXII. Non-Existing User Pages

IX Web Hosting reserves the right to supply content-enriched pages, including but not limited to search engines, advertisements, directory links, etc., for non-existent user pages that are served by IX Web Hosting to requesting sources. These pages include error pages (i.e. 404 Not Found), new account place-holder pages, unused domains and suspended user sites.

All users of IX Web Hosting services have the option of creating their own error pages and content pages. Unless created by the user, such pages will default to the IX Web Hosting provided content.

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#### XXIII. Web Design Services

#### A. Ordering and Planning Process

Immediately after the completion of the ordering process 100% payment is required before the commencement of the project. The customer is responsible for providing the text, logos and requirements for the basic look and feel of the website. The customer's quick responsiveness is mandatory at all stages of the project, but particularly during the planning process. Failure to provide all required information within the specified timeframes will result in a delay or cancellation of the project. If and how much of a refund will be issued depends on the amount of work already completed and is at the sole discretion of IX Web Hosting as defined further below.

#### **B. Revision Process**

Each package comes with a certain number of total revisions. As soon as IX Web Hosting provides a design and project update the customer must respond within three business days with all necessary feedback and corrections. If the customer does not respond within the specified timeframe it will be assumed that the suggested design and changes were accepted and approved so the work may progress further towards finalization

#### C. Approval Process

During the project development process IX Web Hosting provides regular design and project updates. While IX Web Hosting performs its own testing of the entire website and functionality, the final responsibility lies with the customer to ensure that the modules and the complete project has been tested for any deficiencies or errors and to confirm that the site is operating as originally intended. It is expected that the customer responds with any feedback and corrections within the timelines specified with every update, to ensure that the project can be completed on time. If the customer does not respond within seven business days (unless pre-agreed) upon delivery of the website's final version, it will be assumed that the work is accepted and the completion of the project approved. Any further changes must be requested in the form of maintenance for the existing website.

#### D. Refund Policy

For all projects a consolidated brief must be submitted that contains all requested information before starting the project. If the customer fails to submit the required information within 30 days of making the payment IX Web Hosting may decide to consider the project inactive and not proceed with its implementation.

If an order is cancelled within 14 days of making the payment and before any work has been done, we will refund 75% of the payment. If the work has already begun the maximum refund will be 50% of the payment. There will be no refund if more than 50% of the work has been completed. Under special circumstances IX Web Hosting reserves the right to negotiate and refund an appropriate portion of the amount paid by the customer.

IX Web Hosting is not liable for any damages that arise from misinformation or misrepresentation under any circumstances.

#### E. Ownership and Copyright

Upon final payment and approval of the completed website design project, our client becomes the owner of the website. He is free to take his site to another developer or host with another company. Please note that all the content on the customer's website is the sole responsibility of its respective owner. IX Web Hosting is not responsible or liable for any copyright or trademark claims regarding third party logos, trademarks or names used on the website. They are the property and responsibility of the respective owners. The customer agrees that IX Web Hosting may use the created website in its portfolio to showcase completed work to prospective customers and for its own marketing purposes such as, but not limited to, newsletters.

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#### XXIV. IX Web Hosting - SiteDude Services

#### A. Ordering Process

Any IX Web Hosting customer who wishes to utilize the SiteDude Transfer Service must fill-out the appropriate order forms for the service, providing all information requested.

Payment is required before commencement of the moving process. Charges for all orders will be done by IX Web Hosting.

IX Web Hosting reserves the right to refuse any request for transfer service or to cancel the request if the project is deemed more complex than originally agreed to.

After completion of the ordering process, an IX Web Hosting SiteDude Representative will contact the customer within one business day to gather all the necessary information to start the moving process.

Orders will be considered inactive and will be deleted if the customer fails to give all the requested information within 30 days of order placement.

#### **B.** Required Information

The customer is responsible in providing all information necessary to complete the move (i.e. passwords, script lists, database information, etc.). Path-specific scripts or functions must be described to IX Web Hosting to ensure a proper update and transfer. Failure to provide all required information within the specified timeframes may result in a delay or cancellation of the project.

IX Web Hosting is not responsible for site functions or segments not listed or described by the customer. However, IX Web Hosting may see the oversight and make the correction automatically, but this is not guaranteed.

#### C. The Transfer Process

Segment by segment, we will transfer and modify site scripts, content, databases, and accounts to IX Web Hosting's services. During the website transfer process, IX Web Hosting will provide regular updates and perform its own testing of the entire functionality of the website.

The end result of this service is to have the customer's web site transferred to IX Web Hosting services and working properly.

Final responsibility is with the customer to ensure and confirm that the website is working properly, tested for any deficiencies or errors, and is working as originally intended.

If the customer does not respond with any feedback and corrections within five business days (unless pre-agreed) upon the final stage of the moving process, it will be assumed that the work is accepted and the completion of the website moving process is approved. Any further changes or modifications will be solely the responsibility of the customer.

#### D. Non-disclosure of Confidential Information

IX Web Hosting agrees not to use any Confidential Information disclosed to it by the customer for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the moving process.

Confidential Information includes, but not limited to, login information, passwords, files, databases (including, but not limited to, products, services, and customers), web designs, configuration information, or financial information of the customer.

#### E. Refund Policy

Refunds may only be given provided that the customer's hosting account is in a financially good standing. No refund requests shall be granted otherwise.

If an order is cancelled within 5 days after making the payment and before any work

has been done, we will refund 75% of the payment.

If the work has already begun, the maximum refund will be 50% of the payment. There will be no refund if more than 50% of the work has been completed. If and how much of a refund will be issued depends on the amount of work already completed and is at the sole discretion of IX Web Hosting.

#### F. Limited Liability

IX Web Hosting is not liable for any damages or data loss that arise from the use of this service. IX Web Hosting is not liable for any damages that occur from misinformation or misrepresentation by the customer which may result in a loss or corruption of data.

Under no circumstances shall the customer hold IX Web Hosting responsible for any loss of data or inability to properly configure complex scripts or programs. All customers should have dedicated recent data backups in the event data loss or corruption occurs.

The maximum liability of IX Web Hosting is limited to the amount paid for by the customer for the SiteDude Transfer Service and shall not exceed that amount.

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