



AmeriWeb Hosting

"Where Hosting Meets the Internet"

Office: (773) 735-5144

<http://ameriwebhosting.com>

sales1@ameriwebhosting.com

Ask for a no-obligation quote!

TERMS and CONDITIONS

IMPORTANT!

All customers must abide by these guidelines.

Policy and Service Guidelines

We provide web hosting to hundreds of clients, and we have a responsibility to protect each client and to provide the best services available. The following guidelines were designed to ensure these obligations are met.

Content: All services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography and sex-related merchandising is prohibited on all our servers. This includes sites that may infer sexual content, or links to adult content elsewhere. Both AmeriWeb Hosting and our providers will be the sole arbiter in determining violations of this provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to our servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links include Pirated software, Hacker programs or archives, Warez sites, Sites with adult or pornographic content, Non-Licensed MP3's or Software and more. We will be the sole arbiter as to what constitutes a violation of this provision.

Disclaimer - AmeriWeb Hosting and our network providers are not responsible for any damages caused by services provided, and makes no warranties of any kind, expressed or implied for services we provide.

Commercial Advertising - eMail: Spamming, or the sending of unsolicited eMail, from our server or using an eMail address or domain that is maintained on our machine as reference is STRICTLY prohibited. We will be the sole arbiter as to what constitutes a violation of this provision.

Background Running Programs - We may allow programs to run continually in the background. These are considered on a case-by-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed. IRC We currently do not allow IRC or IRC bots to be operated on our servers.

Server Abuse - Any attempt to undermine or cause harm to a server, or customer is strictly prohibited. We also may move your site or request cancellation if you use a majority of system resources which affects other users. Refusal of Service: We reserve the right to refuse, cancel, or suspend service at our sole discretion.

All accounts and customers using our services must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate account deactivation.

Resellers

Resellers are responsible for ensuring all clients abide by our terms and conditions, and resold accounts are subject to cancellation for violation. We charge the credit card on file for resellers for all accounts, our reseller is responsible for billing and collecting for their clients.



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Payments

You will receive your invoice, either by eMail or postal mail (your option) on or about the 20th of each month. Payments are due on the 5th of the following month, and are considered overdue on the 6th. Please contact us immediately if your payment will be delayed. Automated payments to your credit card are our standard method of payment.

- To make a payment on-line: <http://ameriwebhosting.com/accounting>
- We accept PayPal payments, send to: robertk1@ameriwebhosting.com
- One Time payments can be made here: <http://ameriwebhosting.com/payments.htm>
- You can also mail your payment to:

AmeriWeb Hosting
PO Box 389392
Chicago, IL 60638

DELINQUENT ACCOUNTS : AmeriWeb Hosting is not set up to pursue slow paying accounts. We expect all accounts to be kept up to date, as this results in a savings to us. We pass this savings on to our customers in the form of lower rates. **Overdue accounts not paid by the 7th will incur a \$5 late fee.** If payment has not been made by the 15th and we have not made other arrangements with you, your Internet site will be suspended until payment is made. **ALL SUSPENDED ACCOUNTS WILL INCUR A \$25 REINSTATEMENT FEE.** This covers the extra expense we pay to suspend, and then re-enable your web site. AmeriWeb Hosting does not suspend accounts or add late fees unless necessary. We prefer to have our customers as partners, rather than rivals. Please be sure to contact us as early as possible should any nonpayment issues arise. Lets work together to solve problems, rather than letting it get out of control.

Cancellation

If for any reason you are not satisfied with our services, please let us know. We build our services around making hosting simple for the customer and want you to be happy. If for some reason we cannot meet your needs, you may notify us and we will discontinue billing your account at the end of your current bill cycle. No refunds are issued for partial months of hosting services.

New domain registrations are final once submitted, however you may transfer your domain to another provider at any time. Once you have submitted your order for a domain name it is registered and not reversible, and we cannot refund the domain registration charges. To transfer or modify domain information, eMail us. If a domain is not available or taken before our system can register it, we will notify you and offer to register another domain or refund the registration charges. You should note the Uniform Domain Name Dispute Resolution Policy from ICANN before registering a new domain.

We make no promises of profit or income. You are responsible for abiding by laws/tax laws applicable in your place of business.

Your use of AmeriWeb Hosting services are at your sole risk. All services are provided on an "AS IS" basic WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, CONSTRUCTIVE, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to you in full.



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MINIMUM TERM: AmeriWeb Hosting usually does not accept one or two month hosting accounts. We have a three month minimum. If you have a very short term hosting need, please contact us to see how we can help!

YEARLY BILLING: AmeriWeb Hosting can bill you on an annual basis, at considerable savings. At the end of your 1 year term, we will contact you with your next year's payment and due date. You may cancel effective at the end of your 1 year term or extend your hosting package for an additional year. Should your needs change during your year's prepaid term, please contact us. Many times we can switch you into another package at small cost.

REFUSAL of SERVICE : AmeriWeb Hosting reserves the right to refuse, cancel or suspend service at our sole discretion. We cannot accept hacker sites, porn sites, or sites that can cause harm to others. If you have any questions, please contact us.