

## Backy Corp Terms of Service

Backy Corp follows the strict guidelines of our customer privacy statement. Please make sure you understand the Privacy statement fully.

Backy Corp provides Internet World Wide Web page hosting, Marketing, and Development. Backy Corp has certain legal and ethical responsibilities consisting with the use of its server and equipment involved in these services.

Backy Corp general policy is to act as a provider of Internet presence. Backy Corp has specific ethical concerns regarding the use of its computers detailed below. Backy Corp reserves the right to suspend or cancel a customer's access to any or all services provided by Backy Corp when we decide that the account has been inappropriately used.

Backy Corp places certain limits on our hosting accounts some of these limits include limited amount of emails sent out per hour, max connections to the MySQL server, ext. Backy Corp does not allow file storage on any of our servers. Any account found to using there account for file storage will be removed from Backy Corp's server and no refund will be given.

### SERVER ABUSE:

Any attempt to undermine or cause harm to a server, or customer, of Backy Corp is strictly prohibited.

Unauthorized use of other people's accounts or computers Backy Corp will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorized use of accounts or computers by a Backy Corp customer, whether or not the attacked account or computer belongs to Backy Corp, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

**IMPORTANT NOTE** - Backy Corp has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below **WITHOUT WARNING OR PRIOR NOTICE**. No refunds of fees paid will be made if account termination is due to violation of the terms outlined below. Customers may not run IRC, bots or clients. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailings, newsgroup spamming, excessive incoming emails (junk emails) pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by Backy Corp to be unacceptable use of Backy Corp's services including abuse of server resources. Backy Corp reserves the right to refuse service to anyone.

Backy Corp does not allow clients to place any sort of leech script or remote download

script. Any website found to have such content or scripts will be terminated.

Accounts may be terminated that include the following content or which have links to the following content:

Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual Displaying material containing obscene nudity or pornographic material Displaying material that exploits children under 18 years of age Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

#### **FREE Shared Hosting Service:**

Free shared hosting clients are not required to place ads on there website. Please note that Backy Corp reserves the right to remove any account at anytime without notice. Free hosting support is limited and does not include 24x7 support. Should you require 24x7 support you will need to upgrade to a paid hosting package.

#### **ABUSE OF TRAFFIC AND BANDWIDTH:**

The intention of Backy Corp is to provide a large space to serve web documents, not an off site storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on Backy Corp's server. 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 discretion of Backy Corp management. Any customer who violates Backy Corp's Policies in abusing either space/site transfer will be notified and given 2 days to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages.

To maintain the integrity of our service the following limitations apply:

Sites with banners, graphics or cgi scripts running from their domain used on other domains. Sites with picture galleries (This is any site where 50% of the files transferred is graphics) Sites offering download files or archives. (This is any site where 50% or more of there monthly traffic is from file downloads). Sites using more than 10% of system resources for longer than 60 seconds. Sites running multimedia files (QuickTime, Real Audio, Real Video, MP3).

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Backy Corp is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Backy Corp servers. All of Backy Corp's servers provide a way for you to make and download backups of on your own.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include: (Please note this is a non inclusive list and Backy Corp reserves the right to make changes at anytime.)

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- MUDs/RPGs/PPBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

Backy Corp will be the sole arbiter as to what constitutes a violation of this provision.

#### UNSOLICITED EMAIL(SPAM):

Unsolicited commercial advertisements are not allowed in e-mail, and will likely result in account suspension or cancellation. Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.

Sending a message, especially an advertisement, to more than five or six recipients, is by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium. Upon your first Spam offense your mail will be disabled for 72 hours. Upon your second Spam offense your entire domain will be disabled for 72 hours and you will be fined \$100.00 per sent Spam. Upon your third offense your account with Backy Corp will be terminated, you will be fined \$200.00 per sent Spam. No refunds will be given if your account is terminated for Spam.

#### CGI SCRIPTS:

Each account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal server operation without prior warning.

## ABUSE OF SMTP MAIL SERVER:

We do not allow clients to send more than 250 pieces of e-mail per hour. If you do send more than 250 pieces of e-mail per hour, your account will be placed on hold for Network Abuse. If you are sending legitimate e-mails and they total more than 250 per hour your account will be moved to a special server that is specifically designed to handle high volumes of e-mail. You will be charged \$50.00/month in addition to your regular hosting charges if your account is moved to this server. Please submit a ticket to our help desk at [www.hdesk.us](http://www.hdesk.us) to have your domain moved.

## BACKGROUND RUNNING PROGRAMS:

We may allow programs to run continually in the background. These are considered on a one-to-one 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.

## PAYMENT POLICIES:

All accounts are set up on a month to month basis. All pricing is guaranteed for the term of monthly payments. Backy Corp reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (2 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Backy Corp by submitted a ticket to our help desk at <http://hdesk.us> requesting termination of services. All payment is in U.S. currency. Backy Corp will bill each client \$50 per returned check and \$50 per wire transfer received.

## CANCELLATION:

Backy Corp reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by Backy Corp if Backy Corp institutes it's right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

All of Backy Corp's web hosting plans are backed by a 30 day money back guarantee. If you are not completely satisfied with our services or support within the first 30 days of service, you will be given a full refund of the service amount. For web hosting services of 30 days or less, the full contract amount less any overages will be refunded if Backy Corp is notified within the first 30 days following activation. No refund is available after the 30th day. This policy does not apply to any additional services such as overages, referrer logs, real audio/video, additional disk space, additional IP's, additional pop accounts, client exec licenses, etc.

Backy Corp only allows one no questions 30 day refund to be issued per person per billing account. If you sign up for more than one domain you will be only given a refund for one domain name. Backy Corp also does not provide 30 no questions asked refunds on the reseller special or free hosting clients that upgrade to paid hosting.

Cancellation of service, must be done as the following:

Submit a ticket to Backy Corp's Help Desk at <http://hdesk.us> with your domain name, username, password, and a full statement allowing us to cancel service.

Your files WILL BE DELETED when we receive this email. Phone or email requests will not constitute acceptance of any cancellation and a refund will NOT be given if cancellation is not properly requested. Refunds will be made by company check or issued back to your credit card within 30 days of receipt of cancellation, if a refund is due.

#### LAWFUL PURPOSE:

Backy Corp reserves the right to refuse service to anyone. Customers may only use Backy Corp server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Backy Corp management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue this contract was entered into in San Bernardino, California and any dispute will be arbitrated in San Bernardino, California, The parties waive any objection based on inconvenient forum in

*You and we agree to submit any dispute arising under this agreement, except a dispute alleging criminal violations, to arbitration in accordance with the Uniform Rules for Binding Arbitration of the Better Business Bureau of the Southland (published online at [www.labbb.org](http://www.labbb.org)) in effect at the time of initiation of arbitration. A volunteer arbitrator will render a decision based upon fairness, not necessarily upon legal principles, but it will be final and binding on both of us. Judgment on the decision may be entered in any court having jurisdiction. You will not have to pay anything for the arbitration.*

*This Agreement to Arbitrate affects important legal rights. Neither of us will be able to go to court for disputes once we agree in advance to arbitrate. And neither of us will be committed by the terms of this agreement to arbitrate unless this clause is initiated or unless your signature on this contract as a whole immediately follows this clause.*

*Further information about BBB arbitration may be obtained by calling the Better Business Bureau in Colton at (909) 825-0490.*

---

the context any manner of dispute resolution commenced within the County of San Bernardino.

By Signing up for Backy Corps web hosting services free or paid hosting you agree to the above statement. Your signing up for the hosting services constitutes your digital signature agreeing to Backy Corp's terms of service and the agreement to use binding arbitration provided by the Better Business Bureau of the Southland.

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD Backy Corp HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST Backy Corp.