

Terms of Service

(Policies)

Use of this service constitute agreement of the following Policies.
The parties hereto do hereby agree as follows:

1. DESCRIPTION:

A. As an Internet Web Host provider, Blackhart Computer Services provides: (Depending on Plan Purchased)

Up to 500 MB Disk Storage
Up to 5 GB Bandwidth
FrontPage Extensions
CGI Access

2. SERVICE USAGE:

A. User Parameters: The agreement hereby is intended to cover one Customer only (per contract), and is for the sole use of the Customer specifically named and does not extend to any other person or entity. Customer is responsible for the content of their Web Site, and is bound by the terms under this contract.

B. Legal Parameters: This services may only be utilized for lawful purposes, and the usage of the service in connection with or adjunct to any matter or thing which violates any municipal, state or federal statute or regulation is prohibited. Customer agrees to adhere to all rules and policies of the "Terms of Service" page. Customer agrees to indemnify and hold harmless Blackhart Computer Services from and against any and all claims, actions, causes of actions, losses or damages (including legal fees) arising from the usage by Customer of the service in violation of this paragraph.

C. Account Usage: Customer may not use the account as a storage facility, or as a general download site for MP3, unlicensed software's, etc. Customer may also not offer free emails, free websites, free banner exchange services, or any large scale free services. Customer may also not run any type of irc bots, free for all links pages (FFA), or other software(s) (combined or individually) that runs for more than a few minutes and/or takes up more than 10% of server resources at any given moment. We have the right to stop programs that unfairly take up the resources that negatively affect us or other clients. Customer shall not use more than 5 Gigabytes of transfers a month. Client will be billed at \$0.25 per Megabyte of transfer over 5 Gigabytes.

D. Submitted Items: Any comments or materials sent to Blackhart Computer Services regarding this web site or any services of Blackhart Computer Services may be used without liability, and without compensation or attribution to the sender. Blackhart Computer Services may reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute such content or materials to others without limitation.

3. SERVICE FEES:

- A. Invoicing for web site(s) will be billed a minimum of one (1) month in advance, with payments of the service fee for service through the end of the 1 month due upon inception. In the event that Customer shall fail to pay for such services in advance of that 1 month period, then Blackhart Computer Services shall be entitled to unilaterally terminate this agreement, in which case, at its sole discretion, Blackhart Computer Services may discontinue or suspend service to Customer until payment is made. Any service disconnection or suspension shall require a \$100 resume services fee.
- B. All web site design & graphic designs fees are to be paid 50% in advance and the balance on delivery of said item(s).

4. INFORMATION USE:

- A. Information gathered by Blackhart Computer Services, is for internal use only, and will not be sold or traded. It may be disclosed to law enforcement officials as allowed by law.

5. LEGALITY POLICY:

- A. Any illegal activity that takes place from your account, or if any charge backs are made from you, we reserve the right to shut down your entire account without refund.

6. APPROPRIATENESS:

- A. Any inappropriate activity that takes place from your account, or if any charge backs are made from you, we reserve the right to shut down your entire account without refund. Activity that we consider inappropriate includes but is not limited to, hacking, racist material, spamming, illegal adult content site and pornography.

7. REFUND POLICY:

- A. If you are found spamming or sending out unsolicited bulk emails, your account will immediately be terminated without refund.
- B. If you are found running an illegal adult content site or linking to an illegal adult content site, your account will immediately be terminated without refund.
- C. If you are found running a mass file storage, or mass MP3 storage site, your account will immediately be terminated without refund.
- D. If you are found running any type of irc bots, free for all links pages (FFA), your account will immediately be terminated without refund.
- E. If you are found running a hacking, pirating, serials, or linking to such sites, your account will immediately be terminated without refund.
- F. If you are found running a racist, defamatory site, or linking to such sites, your account will immediately be terminated without refund.
- G. All Web Site Design fees are non-refundable.
- H. All graphics fees are non-refundable.
- I. All consulting fees are non-refundable.
- J. Blackhart Computer Services will not issue refunds for monthly accounts.
- K. Blackhart Computer Services will issue refunds for yearly accounts, on a pro-rated basis.

8. LIMITATION OF LIABILITY:

A. YOU HEREBY AGREE THAT BLACKHART COMPUTER SERVICES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS OR DATA ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, EVEN IF BLACKHART COMPUTER SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE SERVICE WILL NOT EXCEED THE TOTAL FEES PAID BY YOU UNDER THIS AGREEMENT.

9. UNAUTHORIZED USE:

A. Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1996 and the National Information Infrastructure Protection Act.

10. UNENFORCEABILITY OF PROVISIONS:

A.

If any provisions of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.



© 2008 Blackhart Computer Services