



# Hosting Terms of Service, Privacy, and Acceptable Use Policies

Revision date July 28, 2016

## Welcome to beachdog.com!

Thanks for using our Products and Services. The Services are provided by beachdog.com, Inc. ("beachdog.com"), located at 1517 Pacific Avenue North, Long Beach, Washington, 98631, United States.

**By using our Services, you are agreeing to these terms. Please read them carefully.**

Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

## Hosting Terms of Service

All services provided by beachdog.com ("beachdog.com") 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 harmless beachdog.com from any claims resulting from the use of service, which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to beachdog.com' servers, or any other server on the Internet. Links to such materials are also prohibited.

### Examples of unacceptable content or links

- pirated software
- hacker programs or archives
- Warez sites

NOTICE IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A \$50.00 CANCELLATION FEE WILL APPLY. ADDITIONALLY, beachdog.com WILL NOTIFY THE PROPER AUTHORITIES.

### Requirement to keep programs, scripts, and plugins current

ALL SERVER-SIDE SOFTWARE (EG. WORDPRESS, PLUGINS, AND OTHER SCRIPTS AND/OR PROGRAMS) MUST BE KEPT CURRENT. IF YOU DO NOT KEEP CODE CURRENT ON YOUR SITE, AND THE SERVER IS NEGATIVELY AFFECTED AS A RESULT, YOU WILL BE FINANCIALLY RESPONSIBLE FOR ANY AND ALL WORK DONE IN RESPONSE. YOU WILL NOT HAVE INPUT ON OUR DECISIONS REGARDING THE WORK REQUIRED, WHICH WILL BE BILLED TO YOU AT A COMBINATION OF OUR SHOP RATE AND THE ACTUAL COST OF ANY CONTRACTORS WE DEEM NECESSARY TO RIGHT THE SERVER ONCE AGAIN.

You can avoid risk of this situation by employing a beachdog.com Basic Maintenance Plan for your site. When a site is on a maintenance plan, beachdog.com will update scripts as required on your behalf. More information can be found at <https://beachdog.com/service-menu#addtl>

If the site is not on a Basic Maintenance Plan, beachdog.com will make these updates as requested by you. Beachdog.com will also make such updates without regard to their effect on your site if doing so is necessary for server-wide security. Should your site be negatively effected, restoration costs will be made at your cost, as soon as possible after they are reported.

ALL WORDPRESS SITES MUST INCLUDE AN ADMINISTRATIVE LOGIN FOR [WEBMASTER@BEACHDOG.COM](mailto:WEBMASTER@BEACHDOG.COM) AND EMPLOY THE BEACHDOG.COM MANAGEMENT PLUG-IN

**Usage**

All account plans come with a predetermined amount of traffic allowance. We reserve the right to alter your hosting account plan at any time if your usage exceeds the plan purchased for the term. Typically, this is done at the annual renewal, however significant changes in usage sometimes require a pro-rated change mid-term.

**Backups**

Beachdog.com's hosting accounts include a nightly backup service, however these backups are for beachdog.com's administrative purposes only, and are in NO WAY GUARANTEED! Customers are responsible for maintaining their own backups on their own personal computers. Beachdog.com does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly (even if the malfunction was due to negligence on beachdog.com's part). We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty. Always back your site up to your personal computer! We make no guarantees about the availability of backups. Additional backup options are available through our Maintenance Plans.

**Support Abuse**

At beachdog.com, we always treat our customers with the utmost respect. In return, we expect the same from you. If our staff feels that you are consistently addressing them in a demeaning or rude manner, your account may be suspended and you may be asked to take your business elsewhere. In the event we terminate service for support abuse, customers will be given ten (10) days notice to find a new host. We will issue a refund only for the unused portion of pre-paid service.

**IRC, Cron Jobs, and Background Running Programs (bots/daemons/monitors)**

We currently do not allow IRC or IRC bots to be operated on our servers.

We do allow cron jobs to be conducted on our servers. You can set up and manage the cron jobs for your account from the "cron" section of SiteAdmin.

Customers are not permitted to run programs in the background on shared hosting servers. This tends to use a lot of system resources, and can impair service to other customers on that server.

**Shell Access**

Shell access is provided on an as-needed basis. It does not come enabled on accounts by default. A request for this feature must be sent to technical support before it can be used. The request must include a domain name, username and explanation of why shell access is required. We reserve the right to refuse this service to any customer for any reason.

**Server Abuse**

Any attempt to undermine or cause harm to a server or customer of beachdog.com is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

**Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

**Billing**

Beachdog.com shall deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered for the current term. When an invoice is delivered to the client, payment shall be remitted to beachdog.com by no later than the specified payment due date. beachdog.com shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on a monthly basis.

**Service Fees**

Certain services carry a setup fee charged by beachdog.com to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to beachdog.com and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

## Service Quality Guarantee

We offer a 30-day Service Quality Guarantee on all web and design products and services. The client is responsible for locating and reporting errors, which are then corrected at no additional charge. For print projects, errors must be addressed during the proofing process. We cannot be responsible for errors not caught in proofing.

## Account Deactivations

Any account deactivated due to non-payment will require a reactivation fee of \$25.00 prior to reactivation.

## Refund Policy

We do not generally refund cancelled contracts. For example, if your contract is annual and you request a refund after two months, no refunds will be admitted. No refunds are issued for setup charges, add-on charges, domain-registrations, add-on purchases, SSL certificates, SEO/SEM services, or overage charges. In case of AUP violations, any and all refunds are forfeit.

## Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

## Limitation of Liability

beachdog.com shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from beachdog.com ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, beachdog.com shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of beachdog.com ' servers. All damages shall be limited to the immediate termination of service.

## Violations

Violations of these Acceptable Use Policies should be referred to [webmaster@beachdog.com](mailto:webmaster@beachdog.com). All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

## Disclaimer

beachdog.com cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits a client would have gained if their site were functioning. Certain services provided by beachdog.com are resold. Thus, certain equipment, routing, software and programming used by beachdog.com are not directly owned or written by beachdog.com. Moreover, beachdog.com holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as beachdog.com sees fit.

## Account Activation

By activating your account with beachdog.com, you agree to the above policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

NOTICE If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

## Server Uptime Guarantee

Although beachdog.com has an excellent record for reliability, we do not offer an uptime guarantee. However, our network and servers are monitored continuously, and are rarely down except for scheduled maintenance and hardware and software upgrades.

beachdog.com reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

# Privacy

beachdog.com has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Web site.

## Information Automatically Logged

We use your IP address to help diagnose problems with our server and to administer our web site. We use this information for no other reason.

## Order Forms

- Our site uses an order form for customers to request services. (128 bit encryption). We collect sensitive information used only for our purpose, not third party receives any type of information from us.
- Contact information from the order forms is used to get in touch with the customer when necessary.
- Billing information that is collected is used to bill the user for services.
- Unique identifiers are collected from Web site visitors to verify the user's identity.
- Demographic and profile data is also collected at our site.

We use this data to tailor our visitor's experience at our site showing them content that we think they might be interested in, and displaying the content according to their preferences.

## Security

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We use strong SSL encryption to ensure your privacy.

## Third Parties

Information collected on this site is strictly for our use, NO OTHER OUTSIDE PERSONS MAY VIEW YOUR PERSONAL INFORMATION SUCH BILLING INFORMATION, ETC.

## Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact [webmaster@beachdog.com](mailto:webmaster@beachdog.com)

## Acceptable Use Policy

As a provider of web site hosting and other Internet-related services, beachdog.com offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. beachdog.com respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, beachdog.com reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, beachdog.com has developed an *Acceptable Use Policy ("AUP")*, which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using beachdog.com' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that beachdog.com cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because beachdog.com cannot monitor or censor the Internet, and will not attempt to do so, beachdog.com cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that beachdog.com does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over beachdog.com' network and may reach a large number of people, including both subscribers and non-subscribers of beachdog.com, subscribers' postings to the Internet may affect other subscribers and may affect beachdog.com' goodwill, business, reputation or operations. For these reasons, subscribers violate beachdog.com policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities

## **Spamming**

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward beachdog.com, but also because it can overload beachdog.com' network and disrupt service to beachdog.com' subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, beachdog.com will investigate and shutdown the account that is SPAMing. A \$250 charge for violating this policy will be charged to the person initiating the SPAM. Furthermore beachdog.com reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent should beachdog.com choose to pursue and prosecute.

## **Audio/Video Streaming**

Audio/Video Streaming is not hosting friendly. As such, beachdog.com does not allow any streaming of audio or video content. Offending accounts will be suspended without noticed or terminated.

## **Adult-Oriented Content**

beachdog.com does not allow adult content and will suspend/terminate any offending account.

## **Large File Policy**

beachdog.com is not for file hosting and distribution - as such, customers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail [webmaster@beachdog.com](mailto:webmaster@beachdog.com).

## **Obscene Speech or Materials**

Using beachdog.com' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. beachdog.com is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

## **Defamatory or Abusive Language**

Using beachdog.com' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

## **Forging of Headers**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message is strictly prohibited.

## **Illegal or Unauthorized Access to Other Computers or Networks**

Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also includes any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

## **Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities**

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing or denial of service attacks. Also, 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.

## **Copyright Violations**

Beachdog.com will respond to all reports of infringement that are formatted in accordance with the Digital Millennium Copyright Act and any other applicable copyright laws. Notices of infringement that do not comply with this act will not be processed. We will act in accordance with the DMCA when handling infringement reports.

## **Domain Parking Circumvention**

Any attempt to circumvent domain-parking restrictions by using selective HTTP redirects or any other method to send traffic from parked domains to sites other than the main site is strictly prohibited. If multiple domain names with separate content are required, domain pointers must be used instead.

### **Facilitating a Violation of this AUP**

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software.

### **Export Control Violations**

Exporting encryption software over the Internet or otherwise, to points outside the United States.

### **Usenet Groups**

beachdog.com reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

### **Other Illegal Activities**

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

### **Other Activities**

Engaging in activities, whether lawful or unlawful, that beachdog.com determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. beachdog.com will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with beachdog.com' policy or applicable law. However, when beachdog.com becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by beachdog.com.

beachdog.com is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching beachdog.com' facilities from those subscribers may have originated from a customer of the subscriber or from another third party. beachdog.com does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. beachdog.com reserves the right to directly take action against a customer of its subscribers. Also, beachdog.com may take action against the beachdog.com' subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, beachdog.com anticipates that subscribers who offer Internet services will cooperate with beachdog.com in any corrective or preventive action that beachdog.com deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of beachdog.com policy.

beachdog.com will not intentionally monitor private electronic mail messages sent or receive by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. beachdog.com may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, beachdog.com may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. beachdog.com assumes not obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such notice. Finally, beachdog.com may disclose subscriber information or information transmitted over its network where necessary to protect beachdog.com and others from harm, or where such disclosure is necessary to the proper operation of the system. However, beachdog.com will never sell information to other services or outside companies.

beachdog.com expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate beachdog.com policy. Finally, beachdog.com wishes to emphasize that, in using our services, subscribers indemnify beachdog.com for any violation of the Service Agreement, law or beachdog.com policy resulting in loss to beachdog.com or the bringing of any claim against beachdog.com by any third party. This means that, if beachdog.com is sued because of a subscriber's or customer of a subscriber's

activity, the subscriber will be responsible for payment of any damages awarded against beachdog.com, plus costs and reasonable attorney's fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including beachdog.com and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to [webmaster@beachdog.com](mailto:webmaster@beachdog.com).

## Acceptance

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Business Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

I agree to the terms and conditions

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