



*Michael I. Chamberlain*

Phone 412-841-6471  
FAX 724-382-1425  
Email michael@micwd.com  
Online <http://www.micwd.com>

## **TERMS OF SERVICE (AS OF JANUARY 15, 2004)**

### **Service Agreement**

The account holder (hereafter referred to as “user”) understands that Michael I. Chamberlain (hereafter referred to as “M.I.C.”) is a provider of web page design, Internet World Wide Web (WWW) page hosting, and e-mail services. Michael I. Chamberlain reserves the right to deny service to any person as deemed upon inquiry. At any time, M.I.C. may determine an account to be in violation of these and other policies, resulting in account suspension or cancellation without refund. The person ordering service must be at least eighteen (18) years of age, or must provide explicit written parental permission, to enter into this legal contract for service.

For web sites designed by M.I.C., the following applies. Because web designs are considered intellectual property, web sites designed by M.I.C. are considered to be property of M.I.C. At no time will any person(s) other than those approved by M.I.C. perform service on such sites. It is understood that all material relating to the user’s account will be handled by M.I.C., including, but not limited to: web hosting, content, images/graphics, and your domain.

While M.I.C. agrees to provide the best web hosting services possible, occasionally problems with servers or upstream providers cause web sites and e-mail communications to be interrupted. M.I.C. does not have control of such anomalies, but will ensure that such problems are corrected in a timely manner. There are no 100% guarantees when it comes to the Internet, however, M.I.C. will try to provide 99.9% uptime.

### **Acceptable Use**

M.I.C. servers can be used for lawful purposes only. This includes the promotion of web sites relating to legitimate businesses and organizations. The user agrees to use services as described in these Terms of Service. In general, the user agrees to pay for all services rendered on time and use those services as if they were part of their institution.

### **Illegal Use**

The transmission, storage, or distribution of materials in violation of local, state, or federal laws are strictly prohibited. This includes, but is not limited to: copyrighted material, trademarks, trade secrets, or other intellectual property. Examples of such are pirated software, hacker archives, Warez related sites, copyrighted MP3s, and IRC bots. Any violation of these matters will result in account cancellation without refund.

### **Security / Server Abuse**

Violations of system and/or network security will result in immediate account cancellation without refund. These security threats include, but are not limited to: unauthorized access and use, scanning of system security infrastructure, interference to other users, mail bombing, and deliberate attempts to overload the system.

### **Chat Rooms, SPAM, IRC Bots, & Other Resource Intensive Items**

M.I.C. Design does not allow individual chat rooms, unsolicited commerce email (SPAM), IRC modules/bots, and other resource intensive items. These items are considered resource intensive as they require a great amount of space, bandwidth (data transfer), and can cause damage to the server by affecting server performance and network integrity. M.I.C. reserves the right to determine an account in violation of these matters. Use of these items is strictly prohibited and will result in account suspension/cancellation without refund.

### **Software Distribution, Multimedia Files, & Databases**

M.I.C. will allow the distribution of software assuming the rights of the software producer are not infringed upon by such action. A maximum of 20% of your web space and data transfer may be used for such matters, any excess of this amount will result in appropriate charges for web space and data transfer. Multimedia files such as graphics, audio, and video files are allowed up to 70% of your web space and data transfer, any excess of this amount will result in appropriate charges for web space and data transfer. The same policy applies to databases, with a maximum disk allowance of 10% before additional charges are imposed. M.I.C. reserves the right to determine an account in violation of these matters, and account suspension/cancellation without refund could be implemented if deemed necessary by the system administrator.

### **False Advertising**

M.I.C. will not design or host a web site for a business that does not exist, or no longer exists. For consumer safety, and in accordance with the law, M.I.C. reserves the right to deem a hosted web site in violation of this amendment. Web sites containing time-sensitive material should be dated for authenticity.

### **Payment Policy**

M.I.C. assumes that the user will pay for all services rendered. Should the user not pay their account balance on time, the account will be at risk for suspension and reactivation fees will apply. Web hosting services are prepaid, meaning that the user will be billed for web hosting and domain registration approximately one month before their current service expires. Should the user wish to discontinue service, simply mail a written request to discontinue service and the invoice will be repealed. For the user's convenience M.I.C. accepts personal and business checks, money orders, and Visa/Mastercard credit cards. Should the user elect to pay for services with a credit card, M.I.C. will automatically charge the credit card for the amount of future invoices unless otherwise notified. For services other than web hosting the user will have a grace period ranging from two to three weeks (14-21 days). The grace period is decided by previous ability to make payments on the account. Not paying the account on time, or not paying the entire invoice amount, will result in a service charge of \$3.00 per instance. All returned checks will be assessed a \$30.00 processing fee. Invoices and receipts will be sent via electronic mail communications (e-mail). Should a user wish to receive invoices via postal mail there will be a charge of \$1.00 per invoice.

**Cancellations, Refunds, & Suspensions**

Should the user's account be found to be in violation of these Terms of Service, M.I.C. reserves the right to suspend the account, without refund of the remaining portion of service. Should the user decide to cancel service within the first thirty (30) days, M.I.C. will refund all web hosting fees, minus any domain registration costs and setup fees. Domain registration costs will be determined by the regular domain registration fee of \$35.00 per year of registration. Should the user wish to cancel their account before the first one hundred eighty (180) days of service, a prorated refund of the unused portion will be issued, and will not include domain registration fees as previously explained. After the first one hundred eighty (180) days of service, no refund will be issued.

**Revisions & Amendments**

M.I.C. reserves the right to make revisions and amendments to these Terms of Service as deemed necessary. Notices will be sent to the user's primary on file e-mail address should significant changes be made to the policy. M.I.C. will assume the user's acceptance of all revisions/amendments made to these Terms of Service unless notified otherwise. Such notification must be made in writing on company letterhead within thirty (30) days of the date amended.

*\* Matters relating to privacy and security are addressed in the Privacy Policy on our web site.*