

Terms of Agreement

RIPCHORD WEB SOLUTIONS' general policy is to act as an Internet service provider. RIPCHORD WEB SOLUTIONS reserves the right to suspend or cancel any customer's to any or all services provided by RIPCHORD WEB SOLUTIONS when we decide that the account has been used inappropriately.

RIPCHORD WEB SOLUTIONS shall not be responsible for any delay resulting directly or indirectly from natural disasters such as fire, shortages of facilities, acts of civil or military authority, catastrophes, or any other circumstances beyond our control. In case this happens, the customers will have to make arrangements to defer the service to a mutually agreed date and time.

Content

RIPCHORD WEB SOLUTIONS does not allow the use of these materials or links:

- Pornography,
- Pirated softwares
- Warez sites
- Live chats
- Irc chats
- Hate Sites
- Unlicensed MP3 files
- Hack programs, scripts and archives

Chat Rooms

We do not allow clients to install their **own** chat rooms. Most chat rooms tend to be large system hogs and we cannot allow it as an account option on shared/reseller servers.

CGI-based message boards

We do not allow usage of CGI-based message board scripts (like UBB, UB2K, 360forum, etc.), since such scripts on busy sites cause high CPU and memory loads and at a high load can cause server downtime. Please consider using php based bulletin boards like Vbulletin, phpBB, XMB, Burning board, etc. instead. These php-based and MySQL-based message boards cause much lighter load to the server.

IRC

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

Background Running Programs (Processes)

Customer is not allowed to run any background processes on our servers. In case the customer's background processes are overloading the servers, they will be disabled followed by an e-mail notification or in critical situations, without it.

Email

Spamming and mail bombing is strictly prohibited. Any customer who uses their e-mail for spamming will have their account terminated immediately. All fees and pre-paid services will not be refunded.

Unauthorized Use of Credit Cards, Accounts or Computers

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

Resource Usage

No system in the world has unlimited resources, and we expect you to act responsibly when consuming resources on our system. If you consume unnecessary and excessive resources on our system we may suspend your access at any time without prior notice to correct the situation.

- *Run any type of interactive real-time chat applications as they consume much server resources. Remotely-hosted services are fully allowed.*

- *Run stand-alone, unattended server-side processes at any point of time on the server. This includes any and all daemons, proxy servers and anonymizers.*
- *Run any software that interfaces with an IRC (Internet Relay Chat) network.*

Server Abuse

Any customers found to abuse our servers will have their accounts immediately suspended. Any account that excessively uses the server resources may be temporarily stopped to provide optimal server resources for other clients. If any account is found to be affecting server performance for a prolonged period of time, it may be disabled. We recommend moving such sites to virtual dedicated or dedicated hosting plans where there are more options and fewer restrictions.

Bandwidth Usage

All plans have an allotment of Bandwidth usage for each month. Any bandwidth usage that is over the limit of the monthly allotment will be charged accordingly. Unused bandwidth may not be carried over to the following month.

Backup

You data are backed up to our disk daily, however, as the servers are connected to the Internet constantly, the server content are exposed to hacker's attacks, viruses and other adverse effects. RIPCHORD WEB SOLUTIONS will not be liable for data loss even if backups were created. We will restore your account on your request, however, we encourage you to generate your own backups regularly and save them locally for security reasons. Our backup system is fully automated and there is no way to guarantee that a particular file or piece of data will be backed-up at the specific time. We do not account for incomplete backups and render no compensation for non-current data contained in the backups.

Contact Information

The customer is responsible to keeping their contact information up to date. If there are any change of address, telephone number, etc. send an email to billing@ripchordwebsolutions.com. We cannot be held responsible for communication mix-up.

Fees and Payments

The customer agrees to pay the product/plan they have ordered.

Our products/plans should be paid in advance. We will not activate any account that is not yet paid in advance.

We reserve the right to suspend any account if payment has not been made after 5 working days of the due date.

Bank charges, if any, should be shouldered by the customer, RIPCHORD WEB SOLUTIONS will not be held responsible for any charges incurred as a result of overdrawing of the bank account or credit card or as a result of failed transaction.

Network Security

Violation of Network System such as, but not limited to, unauthorized access, or trying to breach network security is prohibited. Any time a security breach is detected, the involved Server will be immediately shut down. Our technicians will immediately investigate the situation.

The Customer is responsible for any misuse of his account, even in case the misuse was committed by a third party (your relative, friend, business partner, etc.) For your own security, try to minimize the circle of acquaintance having access to your account password. We strongly recommend you not to keep the same passwords for too long, change them at least once in two months for security reasons.

Cancellation

If any reason you are not satisfied with RIPCHORD WEB SOLUTIONS' service, you may cancel your account anytime by sending an email to billing@ripchordwebsolutions.com. There is no reimbursement and no pro-rate if the customer decides to terminate the services before the end of a prepaid term, regardless of the reason for the termination.

Waiving the Service

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

RIPCHORD WEB SOLUTIONS reserves the right to suspend, restrict or terminate any account in case they violate this Term of Service.

Indemnification

The customer agrees that he or she shall not hold RIPCHORD WEB SOLUTIONS liable to the customer for any claims, liabilities, losses, costs, damages, expenses, including attorney fees and court costs that arise from any judgments directly or are indirectly created by the services of RIPCHORD WEB SOLUTIONS.

Policy change

FASTNEXT reserves the right to make changes to these Terms of Service at any time without any notification. Changes to our Terms of Service take effect immediately upon being posted on our website. You acknowledge that it is your responsibility to follow the possible policy changes on our website at <http://www.ripchordwebsolutions.com/tos.pdf>.

Entire Agreement

This Agreement supersedes all prior and current, oral or written understandings and agreements between RIPCHORD WEB SOLUTIONS and the customer involved. Any prior statements that are not written in this agreement, even if they are promised orally or written are deemed void. Customers hereby acknowledge and will abide by all the rules set forth in this agreement.

Limited Liability

RIPCHORD WEB SOLUTIONS shall not be liable under any circumstances for any damages the customer's businesses may suffer for any reason, even if RIPCHORD WEB SOLUTIONS has been advised of the possibility of such damages. If a problem occurs that is within RIPCHORD WEB SOLUTIONS' control, we will issue credits based on the length of the downtime according to the customer's service plan. As the Internet is unpredictable, customers are aware that Network availability is not guaranteed to be 100%. RIPCHORD WEB SOLUTIONS shall not be liable for any claims resulting from the corruption or deletion, of any website or data in RIPCHORD WEB SOLUTIONS' servers.