

General Terms of Service

These Terms of Service (the "Agreement") are an agreement between Libera-Te LLC ("SpaceWWW", "us", "our", or the "Company") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Libera-Te LLC and of the SpaceWWW.com website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

1. Additional Policies and Agreements

1. Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Services, you also agree to the terms of the following policies.
 1. [Privacy Notice](#)
 2. [Acceptable Use Policy](#)
 3. [Copyright Infringement Policy](#)
2. Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.

2. Account Eligibility

1. By registering for or using the Services, you represent and warrant that:
 1. You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.
 2. If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the Services.
2. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. SpaceWWW is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, you may utilize the [SpaceWWW User Area](#) to

update your contact information. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.

3. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.
4. Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. IP justification practices are subject to change to remain in compliance with the policies of the American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.
5. The Service and any data you provide to SpaceWWW is hosted in the United States (U.S.) unless otherwise provided. If you access the Service from outside of the U.S., you are voluntarily transferring information (potentially including personally-identifiable information) and content to the U.S. and you agreeing that our collection, use, storage and sharing of your information and content is subject to the laws of the U.S., and not necessarily of the jurisdiction in which you are located.

3. Transfers

Our Transfers Team will make every effort to help you move your website to us. Transfers are provided as a courtesy service. We do not make any guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult, if not impossible, to migrate some or all account data. In some cases we may not be able to assist you in a transfer of data from an old host. The free transfer service is available for thirty (30) days from your sign up date. Transfers outside of the thirty (30) day period will incur a charge; please contact a member of our Transfers department to receive a price quote. In no event shall SpaceWWW be held liable for any lost or missing data or files resulting from a transfer to or from SpaceWWW. You are solely responsible for backing up your data in all circumstances.

4. SpaceWWW Content

1. Except for User Content (as defined below), all content made available through the Services, including images made available through website builder tools provided by SpaceWWW (the "Licensed Images"), designs, templates, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively with the Licensed Images, "SpaceWWW Content"), are the property of SpaceWWW or its licensors. No SpaceWWW Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any SpaceWWW Content.

2. To the extent applicable, you are granted a limited, revocable, non-sublicensable, license to use the Licensed Images solely in connection with the Services. You are prohibited from using any Licensed Images: (i) with pornographic, defamatory, or unlawful content or in such a manner that infringes upon any third party's trademark or intellectual property rights; (ii) as a trademark, service mark, or logo; and (iii) portraying any person depicted therein (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: (a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; (b) in connection with the advertisement or promotion of tobacco products; (c) as endorsing a political party, candidate, elected official, or opinion; (d) as suffering from, or medicating for, a physical or mental ailment; or (e) engaging in immoral or criminal activities.
3. Any use of SpaceWWW Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any SpaceWWW Content. All rights to use SpaceWWW Content that are not expressly granted in this Agreement are reserved by SpaceWWW and SpaceWWW's licensors.

5. User Content

1. You may be able to upload, store, publish, display and distribute information, text, photos, videos, emails, and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to SpaceWWW that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party.

Solely for purposes of providing the Services, you hereby grant to SpaceWWW a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, SpaceWWW does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.

2. SpaceWWW exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through SpaceWWW's computers, network hubs and points of presence or the Internet. SpaceWWW does not monitor User Content. However, you acknowledge and agree that SpaceWWW may, but is not obligated to, immediately take any corrective action in SpaceWWW's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that SpaceWWW shall have no liability due to any corrective action that SpaceWWW may take.

6. Compliance with Applicable Law.

1. You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where you reside or your organization is located regarding User Content, User Websites, online activities, email and your use of the Services. More specifically, but without

limitation, you agree to comply with all applicable laws regarding the transmission of technical data exported to or from the United States or the country in which you reside. The Services are controlled and operated by us from our offices within the United States (although we may share data with third parties around the world to assist us in providing the Services as further described in our [Privacy Notice](#)) and we make no representation that the Services are appropriate or available for use in other locations. Those who access the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Services where prohibited by law.

For the purposes of European Directive 95/46/EC, the General Data Protection Regulation 2016/679) ("GDPR") and any applicable national implementing laws in your jurisdiction, and with respect to your subscribers' or customers' personal data, you acknowledge and agree that you are the Controller (as that term is defined in the GDPR), and we are a Processor (as that term is defined in the GDPR) insofar as you may store personal data through your use of our Services only as permitted and subject to the terms of this Agreement. You also acknowledge and agree that you are responsible for complying with all obligations of a data controller under applicable law (including the GDPR).

To the extent the GDPR applies to you, you represent and warrant that in using our Services, you will clearly describe in writing how you plan to use any personal data collected and you will ensure you have a legitimate legal basis to transfer such personal data to us and that you have the necessary permission to allow us to receive and process (e.g., store) such personal data on your behalf. The additional data processing terms set forth [here](#) shall apply where you are a Controller subject to the GDPR.

7. Third Party Products and Services

1. Third Party Providers

SpaceWWW may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing.

SpaceWWW does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. SpaceWWW is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

2. SpaceWWW as Reseller or Licensor

SpaceWWW may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-SpaceWWW Products"). SpaceWWW shall not be responsible for any changes in the Services that cause any Non-SpaceWWW Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-SpaceWWW Products, either sold, licensed or provided by SpaceWWW to you will not be deemed a breach of SpaceWWW's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-SpaceWWW Product are limited to those rights extended to you by the manufacturer of such Non-SpaceWWW Product. You are entitled to use any Non-SpaceWWW Product supplied by

SpaceWWW only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-SpaceWWW Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-SpaceWWW Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

3. **Third Party Websites**

The Services may contain links to other websites that are not owned or controlled by SpaceWWW ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.

8. Prohibited Persons (Countries, Entities, And Individuals).

The Services are subject to export control and economic sanctions laws and regulations administered or enforced by the United States Department of Commerce, Department of Treasury's Office of Foreign Assets Control ("OFAC"), Department of State, and other United States authorities (collectively, "U.S. Trade Laws"). You may not use the Services to export or reexport, or permit the export or reexport, of software or technical data in violation of U.S. Trade Laws. In addition, by using the Services, you represent and warrant that you are not (a) an individual, organization or entity organized or located in a country or territory that is the target of OFAC sanctions (including Cuba, Iran, Syria, North Korea, or the Crimea, the Donetsk People's Republic, or the Luhansk People's Republic regions of Ukraine); (b) designated as a Specially Designated National or Blocked Person by OFAC or otherwise owned, controlled, or acting on behalf of such a person; (c) otherwise a prohibited party under U.S. Trade Laws; or (d) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license. Unless otherwise provided with explicit written permission, SpaceWWW also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any country or territory that is the target of OFAC sanctions. The obligations under this section shall survive any termination or expiration of this Agreement or your use of the Services.

9. Account Security and SpaceWWW Systems.

1. It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.
2. The Services, including all related equipment, networks and network devices are provided only for authorized customer use. SpaceWWW may, but is not obligated to, monitor our systems,

including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.

3. Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. SpaceWWW may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
4. Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by SpaceWWW of an issue, we reserve the right to leave access to services disabled.
5. SpaceWWW reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

10. HIPAA Disclaimer. We are not "HIPAA compliant."

You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. SpaceWWW does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to "protected health information" is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that SpaceWWW is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact <https://helpchat.SpaceWWW.com>.

11. Compatibility with the Services

1. You agree to cooperate fully with SpaceWWW in connection with SpaceWWW's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, SpaceWWW is not responsible for any delays due to your failure to timely perform your obligations.

2. You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by SpaceWWW to provide the Services, which may be changed by SpaceWWW from time to time in our sole discretion.
3. You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. SpaceWWW does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

12. Billing and Payment Information

1. Prepayment.

It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.

2. Autorenewal.

Unless otherwise provided, you agree that until and unless you notify SpaceWWW of your desire to cancel the Services, you will be billed on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us. You may disable the automatic renewal option for the Services at any time online via the Renewal Center in your [Account Manager](#). Additional instructions can be found [here](#). In the event that the account expires, all User Content will be permanently removed from the server. Please make a backup of all User Content before you disable autorenewal. So long as your Account remains active, other Services account such as domain names or Domain Privacy will continue to autorenew. Please contact SpaceWWW by phone or online chat if you require any assistance.

3. Taxes.

Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to SpaceWWW's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

4. Failure to Pay.

If you fail to pay the fees due for the Services, we may suspend or terminate your Services and pursue any collection costs incurred by SpaceWWW, including without limitation, any arbitration and legal fees and SpaceWWW's reasonable attorneys' fees. If any check is returned for insufficient funds, SpaceWWW may impose a minimum processing charge of \$25.00 plus any applicable taxes. Accounts will not be reactivated until all outstanding amounts are paid. We are not responsible for any deleted or lost User Content that results from any suspension or termination of the Services.

Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment, we do not automatically reactivate the dedicated servers. Contact SpaceWWW directly after you make a late payment to reactivate the dedicated server.

5. Domain Payments.

It is solely your responsibility to notify SpaceWWW's Billing department by calling 1-866-964-2867 or by using [LiveChat](#) after purchasing a domain. Domain renewal notices are provided as a courtesy reminder and

SpaceWWW is not responsible for a failure to renew a domain or a failure to notify a customer about a domain's renewal. Domain renewals are billed and renewed fifteen (15) days before the renew date.

6. Fraud.

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. SpaceWWW may report any such misuse or fraudulent use, as determined in SpaceWWW's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.

7. Invoice Disputes.

You have ninety (90) days to dispute any charge or payment processed by SpaceWWW. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

8. Payment Card Industry Security Standard Disclaimer.

SpaceWWW complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. SpaceWWW does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

9. Unused coupons will expire at your next renewal if not applied by that date

13. Money-Back Guarantee, Cancellation and Refund Policy

1. Money-back Guarantee. If you purchase an account with a thirty (30) day money-back guarantee, you may receive a full refund of basic shared, VPS, dedicated and reseller hosting fees paid (the "Money-back Guarantee Refund") if you cancel within the first thirty (30) days of the Initial Term (the "Money-back Guarantee Period"). To request a Money-back Guarantee Refund, please contact our billing department by calling (866) 964-2867 or by using our online [LiveChat](#). The Money-back Guarantee Refund shall only accrue and be due to you upon your compliance with, and subject in all respects to, the terms and conditions of this Section 13. The Money-back Guarantee does not apply to Services with a monthly term, domain registration fees, administrative fees, install fees for custom software or other setup fees, or any fees for additional Services.

2. The Money-back Guarantee Refund is valid for PayPal and credit card payments only. Due to the costs associated with processing payments made by other methods, we are not able to offer the Money-back Guarantee Refund for other payment methods. Any refunds are made at the sole discretion of SpaceWWW.

3. Non-refundable Products and Services.

There are no refunds on domain names, administrative fees, install fees for custom software, and certain add-on services including SiteLock.

4. Cancellations After 30 Days.

SpaceWWW does not offer refunds for cancellations that occur after thirty (30) calendar days following the purchase.

5. Domains.

1. Domain Renewals.

Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify SpaceWWW's Billing department by calling 1-866-964-2867 or by using [LiveChat](#) to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.

2. Domain Name Fees.

If your plan includes a free domain name and you cancel within 1 year, our standard fee of \$22.99 for the domain name (and any applicable taxes) (the "Domain Name Fee") will be deducted from your refund.

6. Foreign Currencies.

Exchange rate fluctuations for international payments are constant and unavoidable. All refunds are processed in U.S. dollars and will reflect the exchange rate in effect on the date of the refund. All refunds are subject to this fluctuation and SpaceWWW is not responsible for any change in exchange rates between the time of payment and the time of refund.

7. Termination.

SpaceWWW may terminate your access to the Services, in whole or in part, including deletion or confiscation of all files, content, and/or domain name registrations, without notice in the event that: (i) you fail to pay any fees due hereunder to SpaceWWW; (ii) you violate the terms and conditions of this Agreement; (iii) your conduct may harm SpaceWWW or others, cause SpaceWWW or others to incur liability, or disrupt SpaceWWW's business operations (as determined by SpaceWWW in its sole discretion); (iv) you are abusive toward SpaceWWW's staff in any manner; or (v) for any other lawful reason, including to comply with applicable law, or as otherwise specified in this Agreement. In such event, SpaceWWW will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination.

8. Suspended Accounts.

SpaceWWW reserves the right to terminate any account that has been in a suspended or deactivated state for thirty (30) days which will result in the loss of all data stored on the account.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.

14. Resource Usage

1. Shared Hosting

1. **Acceptable Use Policy.** Disk space is intended for use in accordance with SpaceWWW's [Acceptable Use Policy](#) and limited to web files, active email and User Website content only. Shared hosting space may not be used for storage, including without limitation, of media, emails, as offsite storage of electronic files, or FTP hosts. SpaceWWW expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. SpaceWWW may, in its sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of SpaceWWW's terms and conditions.

2. **Plan Limits.** SpaceWWW may, in its sole discretion, terminate access to the Services, apply additional fees, or remove/delete User Content for those User accounts that exceed the limit(s) of the User's current plan. To avoid service interruption, SpaceWWW may automatically upgrade your account to a higher tier plan at an additional fee if you exceed the limit(s) of your current plan.

3. **Excessive Server Resources.** Use of SpaceWWW's resources must be consistent with a shared hosting environment and must otherwise comply with this Agreement. Accounts with a large number of files (inode count in excess of 200,000) can have an adverse effect on server performance. Similarly, accounts with an excessive number of database tables (in excess of 5000 database tables) or an excessive database size (in excess of 10GB total database usage or 5GB database usage in a single database) negatively affect the performance of the server. In the event that you exceed these amounts, SpaceWWW may request that you reduce the number of files/inodes, database tables, or total databases to ensure optimal server performance. SpaceWWW reserves the right to terminate your account, with or without notice, for excessive use of resources that result in a degradation of server performance or the Services.

4. **Bandwidth Usage.** With the exception of resellers, shared servers are not limited in their bandwidth allowance. Resellers are subject to the terms of the plan they purchased and usage information can be viewed in the control panel.

2. Virtual Private Servers (VPS) and Dedicated Servers Usage.

Dedicated and VPS usage is limited by the resources allocated to the specific plan you purchased.

Virtual Private Servers (VPS), Dedicated Servers, and Shared Reseller.

1. cPanel Accounts.

1. SpaceWWW reserves the right to restrict the number of cPanel accounts and/or terminate any excessive cPanel accounts as determined in SpaceWWW's sole discretion.
2. Customers who exceed SpaceWWW's limit for cPanel accounts may be charged for additional cPanel accounts.

15. Reseller Terms and Client Responsibility

1. Resellers shall ensure that each of their clients complies with this Agreement.
2. Resellers are responsible for supporting their clients. SpaceWWW does not provide support to clients of SpaceWWW's resellers. If a reseller's client contacts SpaceWWW, SpaceWWW reserves the right to place a reseller client account on hold until the reseller can assume responsibility for the reseller's client. All support requests must be made by the reseller on its client's behalf for security purposes.

3. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. SpaceWWW will hold any reseller responsible for any of their client's actions that violate the law or this Agreement.
4. SpaceWWW is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify SpaceWWW from and against any and all claims made by any User arising from the reseller's acts or omissions.
5. SpaceWWW reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by SpaceWWW.
6. Resellers in the SpaceWWW Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

16. Shared (non-reseller accounts)

Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.

17. Dedicated Servers

SpaceWWW reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is your responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password resets. SpaceWWW reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups. Dedicated servers that have invoices outstanding for more than ten (10) days may be subject to deletion which will result in the loss of all data on the server. SpaceWWW will not be liable for any loss of data resulting from such deletion.

18. Appointment Booking

If you elect to use SpaceWWW's Appointment Booking Service ("Booking") to schedule appointments through the User Website, you acknowledge that you are responsible for managing and fulfilling your appointments and service offerings. BOOKING IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND SPACEWWW MAKES NO WARRANTIES THAT THE SERVICE WILL PERFORM IN AN ERROR-FREE AND UNINTERRUPTED MANNER. SPACEWWW HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OF PROFITS OR BUSINESS RESULTING FROM YOUR USE OF BOOKING.

19. Email Marketing

If you elect to use the email marketing feature ("Email Marketing"), your use of Email Marketing shall be governed by the Constant Contact Website and Products [Terms and Conditions](#) of Use (the "Email Marketing Terms"). To the extent there is any conflict between the Email Marketing Terms and this Agreement, the Email Marketing Terms shall control solely with respect to your use of Email Marketing.

20. Store

If you elect to use SpaceWWW e-commerce store Services ("Store") for selling any of your products and/or services ("Store Content"), you are solely responsible for any and all Store Content and any transactions or other activities conducted on or through the Store. Your Store activities are your responsibility and SpaceWWW disclaims any and all liability related to any Store Content. You represent and warrant to SpaceWWW that (i) you have all necessary rights to post or distribute such Store Content, and (ii) your Store Content does not infringe or violate the rights of any third party.

1. You acknowledge and agree that SpaceWWW may, but is not obligated to, monitor your Store and may take any corrective action in SpaceWWW's sole discretion, including without limitation removal of all or a portion of the Store Content, and suspension or termination of any and all Services without refund of any pre-paid fees. You hereby agree that SpaceWWW shall have no liability due to any corrective action that SpaceWWW may take, including without limitation suspension or termination of your Store.

2. You acknowledge and agree that you are solely responsible for your compliance with the following:

- - all applicable laws and regulations related to the Store and any Store Content including any related consumer, data privacy, and e-commerce laws;
 - taxes and fees associated with the Store, including taxes related to purchase or sale of products and services in connection with the Store;
 - customer service for the Store, including any inquiries, concerns, warranties you may offer, or claims and complaints relating to the Store;
 - fulfillment and the delivery of Store Content to your customers; and visibility for all terms and policies that may apply, including but not limited to privacy policies, cookie policies, return policies, and any offered warranties.
 - Your Store Content is subject to SpaceWWW's Acceptable Use Policy. In the event you violate this policy, SpaceWWW reserves the right to, at any time and in our sole discretion, without notice, suspend and disable access, or remove your Store and/or Store Content without any liability to you or your customers, including without limitation, any loss of profits, revenue, data, goodwill, or other losses except where prohibited by law.

21. LogoMaker

1. If you elect to use SpaceWWW's LogoMaker Service ("LogoMaker") to create a logo or design for your use, you acknowledge that LogoMaker uses certain elements, including colors, fonts, icons, and other designs. These elements are also made available to other Users and, as such, any logo created by LogoMaker may be similar or identical to logos created by other Users who use LogoMaker. LOGOS CREATED BY LOGOMAKER ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND WEBSITE BUILDER MAKES NO WARRANTIES THAT THE LOGOS DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. It is your responsibility to determine (a) whether any logo created by LogoMaker is subject to any third party rights and (b) whether you may use and/or register your logo as a trademark.

2. You may not assign or resell your LogoMaker logo to any third party, and you may not challenge the use or registration of any other logo created by LogoMaker on behalf of another User.

22. WordPress Plugins.

If you install or use WordPress plugins operated by Automattic on your hosting account (including, for example, Jetpack), you also acknowledge and agree to (1) the WordPress.com Terms of Service located at (<https://en.wordpress.com/tos/>) which apply to your use of all Automattic products and services; and (2) the Automattic Privacy Policy located at (<http://automattic.com/privacy/>), including without limitation, Automattic's collection of data as described therein.

23. Titan Email.

Your use of the third-party Titan Email service shall be subject to all terms and policies available at: <https://support.titan.email/hc/en-us/sections/360006033194-Agreements-and-Policies>, which may be updated from time to time in Titan's sole discretion.

24. Price Change

SpaceWWW reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change on any annual or longer term plans. It is your sole responsibility to periodically review billing information provided by SpaceWWW through the user billing tool or through other methods of communication, including notices sent or posted by SpaceWWW.

25. Coupons

Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

26. Limitation of Liability

SPACEWWW SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT WILL THE SPACEWWW PARTIES BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF SPACEWWW IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPACEWWW'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SPACEWWW FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, SPACEWWW'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

27. Indemnification

You agree to indemnify, defend and hold harmless SpaceWWW, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

28. Arbitration

By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by SpaceWWW and will be held at the AAA location chosen by SpaceWWW in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, SpaceWWW will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and SpaceWWW alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceeding against SpaceWWW in violation of this paragraph, you agree to pay SpaceWWW's reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

29. Independent Contractor

SpaceWWW and User are independent contractors and nothing contained in this Agreement places SpaceWWW and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

30. Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

31. Disclaimer

You acknowledge and agree that any use of the Services, including any information or content obtained through the Services, is entirely at your own risk. You further acknowledge and agree that SpaceWWW exercises no control over, and accepts no responsibility for, the content of the information passing through SpaceWWW's host computers, network hubs and points of presence or the Internet.

32. Backups and Data Loss

Your use of the Services is at your sole risk. SpaceWWW makes and stores backups of shared and reseller accounts pursuant to its disaster recovery policy. SpaceWWW reserves the right to charge a restoration fee if you request copies of the backups. SpaceWWW does not maintain backups of dedicated accounts. User is solely responsible for backing-up all User Content, including any User Websites off of SpaceWWW's servers. This is an affirmative duty, even if the User purchases or has third party products, such as CodeGuard. SpaceWWW is not responsible for the loss of any User Content.

Any shared account using more than 20 GB of disk space will be removed from our off-site backup with the exception of databases continuing to be backed up. All data will continue to be mirrored to a secondary drive to help protect against data loss in the event of a drive failure.

33. Limited Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SPACEWWW AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE "SPACEWWW PARTIES") DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. THE SPACEWWW PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE SPACEWWW PARTIES ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. NO ADVICE OR INFORMATION GIVEN BY SPACEWWW OR SPACEWWW'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. SPACEWWW DOES NOT GUARANTEE THAT SUBSCRIBERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. SPACEWWW DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR SPACEWWW IN PARTICULAR. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

34. Disclosure to Law Enforcement

SpaceWWW may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We cooperate fully with law enforcement agencies.

35. Entire Agreement.

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

36. Headings.

The headings herein are for convenience only and are not part of this Agreement.

37. Changes to the Agreement or the Services

1. SpaceWWW may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the SpaceWWW website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.

2. SpaceWWW reserves the right to modify, change, or discontinue any aspect of the Services at any time.

38. Severability

If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

39. Waiver

No failure or delay by you or SpaceWWW to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

40. Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of SpaceWWW. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. SpaceWWW may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

41. Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

42. Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs your use of the Services and is incorporated by reference into SpaceWWW's Terms of Service. Unless otherwise stated, defined terms in this AUP have the same meaning as provided in the Terms of Service. SpaceWWW may modify this AUP at any time without notice.

The Services provided by SpaceWWW may only be used for lawful purposes. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Services. SpaceWWW reserves the right to refuse service to anyone at our sole discretion. Any material or conduct that in our judgment violates this AUP in any manner may result in suspension or termination of the Services or removal of content with or without notice.

Failure to respond to a communication from our abuse department within the specified time period in our communication to you may result in the suspension or termination of the Services.

1. Prohibited Uses

1. You may not directly or indirectly use the Services in connection with any of the following, as determined in SpaceWWW's sole discretion:
 1. You may not use the Services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject SpaceWWW to liability, including, without limitation, in connection with any of the following, each of which is prohibited under this AUP:
 1. Disclosing sensitive personal information about others;
 2. Storing personal or sensitive information, including without limitation, "Protected Health Information" as defined under the U.S. Health Insurance Portability and Accountability Act ("HIPAA");
 3. Phishing or engaging in identity theft;
 4. Distributing computer viruses, worms, Trojan horses or other malicious code;
 5. Promoting or facilitating prostitution or sex trafficking;
 6. Hosting ponzi or pyramid schemes, or websites that engage in unlawful or deceptive marketing practices;
 7. Hosting, distributing or linking to child sexual abuse material (CSAM) or content that is harmful to minors (CSAM will be suspended immediately without notice and reported to law enforcement or the National Center for Missing and Exploited Children);
 8. Engaging in the unlawful distribution of controlled substances, drug contraband or prescription medications (including without limitation, promotion, marketing, or sale of prescription medications without a valid prescription);
 9. Gambling;
 10. Promoting or facilitating violence or terrorist activities; or
 11. Infringing the intellectual property or other proprietary rights of others.
 2. Excessive Use of Resources or Network Abuse
You may not consume excessive amounts of server or network resources or use the

Services in any way which results in server performance issues or which interrupts service for other customers. Prohibited activities that contribute to excessive use, include without limitation:

1. Hosting or linking to an anonymous proxy server;
 2. Operating a file sharing site;
 3. Hosting scripts or processes that adversely impact our systems; or
 4. Utilizing software that interfaces with an Internet Relay Chat (IRC) network.
3. **Unauthorized System Access**
You may not directly or indirectly use the Services to gain access to any network or system without permission, including without limitation
1. Accessing another network without permission, including to probe or scan for vulnerabilities or breach security or authentication measures;
 2. Attacking other networks (e.g., utilizing botnets or other means to launch Denial of Service (DoS) or other attacks);
 3. Intercepting or monitoring data without permission; or
 4. Using any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of SpaceWWW's website or servers for any unauthorized purpose.
4. **Storage of Backups**
You may not use your hosting account as a backup solution. Our Services are designed to host your website only and may not be used as a data repository. SpaceWWW reserves the right to remove backups from your hosting account with or without notice.
5. **Zero Tolerance Spam Policy**
1. Any user account which causes or results in our IP space being blacklisted will be immediately suspended and/or terminated.
 2. Forging or misrepresenting message headers is prohibited.
 3. Websites advertised via spam (i.e. "Spamvertised") may not be hosted on our servers.
 4. You may not use the Services to sell contact lists or send email to any purchased lists (i.e. "Safe Lists").
 5. You may not use the Services to send spam or bulk unsolicited messages. We may terminate with or without notice the account of any user who sends spam.

2. Enforcement

1. Your Services may be suspended or terminated with or without notice upon any violation of this AUP. Any violations may result in the immediate suspension or termination of your account.
2. SpaceWWW reserves the right to disable or remove any content which is prohibited by this AUP, including to prevent harm to others or to SpaceWWW or the Services, as determined in SpaceWWW's sole discretion.

3. Violations will be reported to law enforcement as determined by SpaceWWW in its sole discretion.
4. A failure to respond to an email from our abuse team within forty-eight (48) hours, or as otherwise specified in the communication to you, may result in the suspension or termination of your Services.
5. Websites hosted on SpaceWWW's servers in the U.S. are generally governed by U.S. law. As a web host, SpaceWWW is not the publisher of user generated content and we are not in a position to investigate the veracity of individual defamation claims. Rather, we rely on the legal system and courts to determine whether or not material is defamatory. In any case in which a court of competent jurisdiction, as determined in SpaceWWW's sole discretion, orders material to be removed, SpaceWWW will disable access to such material.
6. Notwithstanding the foregoing, SpaceWWW users are responsible for using the Services in compliance with applicable laws in their jurisdiction, including without limitation, any laws relating to defamation, unsolicited emails, spamming, privacy, obscenity, and intellectual property infringement. SpaceWWW reserves the right to take local legal considerations into account and to respond accordingly in SpaceWWW's sole discretion.
7. Enforcement of this AUP is at SpaceWWW's sole discretion.

3. Reporting Violations

To report a violation of SpaceWWW's AUP or infringement of intellectual property, please complete the form [here](#).

VPS Terms of Service

1. Cancellations and Refunds

Any abuse of our staff in any medium or format will result in the suspension or termination of your services. Customers may cancel at any time via a cancellation form. SpaceWWW provides a 30-Day Money-back Guarantee on Virtual Private Servers for any customer who paid the first invoice with a credit card.

Only first-time accounts are eligible for a refund. For example, if you have (i) previously had an account with us, canceled such account and signed up for another account, or (ii) if you have opened a second account with us, then you will not be eligible for a refund.

Payments made via the following methods are not eligible for a Money-back Guarantee, but may be refunded via a credit posted to your hosting account:

1. Bank Wire Transfers
2. Western Union Payments
3. Checks
4. Money orders

2. Resource Usage Limits

VPS accounts may not:

1. exceed a 15 minute load average greater than two (2) times the amount of CPU cores given.
2. run public IRCd's or malicious bots.
3. run any type of BitTorrent client or tracker that links to or downloads illegal content.
4. use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.u
5. se I/O intensive applications which adversely affect normal server operations.

3. Inodes

VPS accounts come with a default inode limit of 10,000,000 to better protect the file system. The limit can be increased if there is a legitimate reason to have it increased. To make a request, please email our support team.

4. Mail Policy

VPS accounts will be governed by our dedicated server mail policy, which is available at Dedicated server mail policy.

5. Backup and Data Loss

Your use of the Services is at your sole risk. User is solely responsible for backing-up all User Content, including any User Websites off of SpaceWWW's servers. This is an affirmative duty, even if the User purchases or has third party products, such as CodeGuard. SpaceWWW reserves the right to charge a restoration fee if you request copies of the backups. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by SpaceWWW.

Dedicated Mail Policy

- The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.
- Email Scripts must be able to handle and document all information from a double opt-in list. This includes recording the sign-up IP address and date/time, double opt-in verification IP address and date/time, processing opt-outs (via web or email), and list removal on bounce backs. All opt-outs or bounce back removals must be handled in a timely manner. If your account is found to be using a script that does not meet these requirements, SpaceWWW reserves the right to suspend, terminate, or deactivate your script or account.
- Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.
- Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at:
<https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>

Email Policy

The use of services from SpaceWWW.com, LLC [hereafter referred to as "SpaceWWW"] constitutes agreement to these terms. You may view our Privacy Notice [here](#).

1. Limits

There is a 500 outgoing email hourly limit per domain. This limit is also applied towards Mailman. If you send over this amount in any hour, most of the e-mails will bounce back with an undeliverable error. If this occurs, it will then take some time for your account to be able to send again so we recommend waiting at least 1 hour after this issue occurs to begin sending email again.

Many of our servers have a limit of 30 POP3/IMAP checks per hour per each user's connecting IP address. If you go over this you're likely to get a wrong password error message or an error stating "login incorrect". If this occurs, please wait an hour and it will automatically unblock you. To prevent this from happening again, please make sure to disable auto checking or at least set it to something higher such as once every 10 minutes.

Any mailing list larger than 5,000 addresses will require a dedicated server or VPS hosting solution from us. Note: Dividing one large list into smaller lists to get below this limit is not allowed.

There is also a limit to the number of Mailman mailing lists permitted as follows (NOTE: This does not apply to other mailing list programs such as PHPList. This only applies to Mailman.)

1. Hatchling package: 20 Mailman mailing lists
2. Baby package: 25 Mailman mailing lists
3. Business package: 50 Mailman mailing lists
4. Reseller and Dedicated packages: Unlimited number of Mailman mailing lists

2. Mailing Lists Rules

1. Any time you're sending a message no matter how large your e-mail list is you must throttle it. We recommend you throttle it to at the very least sending 1 email every 8 seconds. (Sending 1 every 8 seconds would send 450 emails within 1 hour, keeping you below the 500 outgoing email limit.) If the mailing list software you're using does not allow you to throttle you must switch to an application or script that will. We recommend PHPList, which can be found in your CPanel, under Quickinstall.

IMPORTANT: If you do not throttle and you try sending 500 emails, the server will try sending all 500 in 1 second which is not possible on our shared servers. This will cause a very high load on the server and the entire server will be sluggish, potentially affecting your sites and service, until this sending process is completed. It is our job to keep the server up and running without being sluggish or experiencing issues. Anyone who causes the server's load to go high will be suspended and the process will be terminated. If you choose not to throttle, you will most likely be suspended for crashing the server.

2. Any mailing list over 900 email addresses is only allowed to be sent to during off-peak times to prevent high server loads. Off peak times qualify as all day Saturday and Sunday, and 1AM - 8AM Eastern Standard Time, Monday through Friday.

3. The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.

Email Scripts must be able to handle and document all information from a double opt-in list. This includes recording the sign-up IP address and date/time, double opt-in verification IP address and date/time, processing opt-outs (via web or email), and list removal on bounce backs. All opt-outs or bounce back removals must be handled in a timely manner, and outbound mail must be throttled on shared packages to a maximum of five hundred (500) emails per hour. If your account is found to be using a script that does not meet these requirements, SpaceWWW reserves the right to suspend, terminate, or deactivate your script or account.

4. Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.
5. Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at:
<https://www.ftc.gov/business-guidance/resources/can-spam-act-compliance-guide-business>
6. No direct SMTP mailers are allowed. An example of this would be a Darkmailer or The Bat!. Any mail should be sent through the local mail server/MTA for further delivery by the server and not done directly by scripts.

Copyright Policy

DMCA Policy Network Solutions takes intellectual property rights very seriously and it is our policy to respond to clear notices of alleged copyright infringement. This DMCA Policy ("DMCA Policy") (i) describes the information that should be present in these notices, (ii) is incorporated by reference into Network Solutions's Terms and Conditions, and (iii) is consistent with the form suggested by the United States Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Website, <https://www.copyright.gov/dmca/>). It is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to verify. Unless otherwise stated, defined terms in this DMCA Policy have the meanings provided in Network Solutions's Terms and Conditions. To file a notice of alleged infringement with us, you must provide a written notice that includes your full contact information and sets forth the items specified below. 1. The name, address, phone number, email address (if available) of the copyright owner or a person authorized to act on the copyright owner's behalf; 2. Identification of the copyrighted work(s); 3. Identification of the infringing material you are asking us to remove or disable, and the Internet location of the infringing material; 4. A statement that you have a good faith belief that use of the disputed material is not authorized by the copyright owner, its agent or the law; 5. A statement that the information in the complaint is accurate, and under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and 6. A physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. You may submit the signed notification using our abuse reporting form. Alternatively, you may email or send the signed notification to: Network Solutions Attn: Legal Department 5335 Gate Pkwy Jacksonville, FL 32256 Email: dmca@spacewww.com Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyright. Accordingly, if you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Network Solutions may respond to take-down notices by removing or disabling access to the allegedly infringing material and/or by terminating services. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the Customer and/or administrator of the affected site or content. Network Solutions may document notices of alleged infringement it receives and/or on which action is taken. As with all legal notices, a copy of the notice may be made available to the public and sent to one or more third parties who may make it available to the public. Upon receipt of notice from Network Solutions that a claim of infringement has been made and/or that the material has been removed or that access to it has been disabled, Customer may provide a counter notice to Network Solutions. To be effective, a counter-notice must include ALL of the following information: • A physical or electronic signature of the Customer; • Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; • A statement under penalty of perjury that the Customer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and • The Customer's name, address, and telephone number, and a statement that the Customer consents to the jurisdiction of Federal District Court for the judicial district in which the Customer is located, or if the Customer's address is outside of the United States, the jurisdiction of the U.S. District Court for the Middle District of Florida, and that the Customer will accept service of process from the complainant or the complainant's agent. Upon receiving a proper counter-notice, Network Solutions will take reasonable steps to restore the material in 10-14 business days unless the copyright owner commences court proceedings to prevent the restoration of the material and Network Solutions is informed of such proceedings. Network Solutions in its sole discretion reserves the right to suspend or terminate the services of customers who are found to have repeatedly infringed the copyright (or intellectual property) of others.

Data Request Policy

Privacy Notice.

Please see SpaceWWW's [Privacy Notice](#) for further information on what information SpaceWWW collects, how it is used and when it may be disclosed. Subject to SpaceWWW's Privacy Notice, this Data Request Policy describes the types of data requests that SpaceWWW may receive and how SpaceWWW may respond to such requests.

1. Type of Requests.

SpaceWWW may receive the following types of requests concerning its Subscribers:

1. **Data Requests.** A data request is a request for information or documents relating to Subscriber accounts in connection with official criminal investigations or other legal proceedings. Except in limited emergency situations (see below), SpaceWWW requires data requests to be made through formal U.S. legal process and procedures, and such requests will be handled in accordance with applicable law. Examples of acceptable data requests include:
 1. Subpoenas
 2. Court Orders
 1. Search Warrants
 2. Legal process received from outside the United States may require a Mutual Legal Assistance Treaty (MLAT) with the United States
 3. Other forms of legal process such as Civil Investigative Demands
3. **Preservation Requests.** A preservation request asks SpaceWWW to preserve Subscriber account records in connection with official criminal investigations or other official legal proceedings. Preservation requests must include the following information:
 1. Identification of the account(s) at issue (as further described in Section 6 below);
 2. Identification of the investigating agency and/or specific pending official proceedings (requests must be signed on law enforcement letterhead);
 3. Assurances that the requesting agency or individual is taking steps to obtain appropriate legal process for access to the data that SpaceWWW is being asked to preserve; and
 4. A valid return email address and phone number.
4. **Emergency Requests.** An emergency request is only appropriate in cases involving imminent serious bodily harm or death. We respond to emergency requests when we believe in good faith that such harm may occur if we do not respond without delay.
5. **Disclosure of Non-Public Domain Registrant Information.** As the sponsoring registrar or reseller of certain domain names governed by the Internet Corporation for Assigned Names and Numbers ("ICANN"), SpaceWWW must permit third parties with a legitimate interest to access masked (non-public) registrant information subject to the

data subject's rights under the General Data Protection Regulation ("GDPR") or other similar privacy laws as applicable.

2. Notice to SpaceWWW Subscribers. SpaceWWW's policy is to notify its Subscribers of requests for their data unless SpaceWWW is prohibited from doing so by applicable law or court order.
3. Information to Include in a Request. The following information must be included in a request for Subscriber data:
 1. First and last name of the customer and email address associated with the account; and
 2. Domain name and/or IP address associated with the account.

NOTE: A Request that only includes an IP address may be overly broad and insufficient for SpaceWWW to locate a Subscriber account. Please include additional identifiers such domain name or username whenever possible.

SpaceWWW may not be able to respond to a request without this information.

Additionally, SpaceWWW reserves the right to request a copy of the compliant and any supporting documentation that demonstrates how the information requested is related to any pending litigation, formal legal proceeding or investigation.

4. Sending a Request to SpaceWWW. All data requests should be sent to:

Libera-Te LLC

2105 Vista Oeste St Nw Suite E - 1823

Albuquerque, New Mexico 87120, USA

Online form: <https://www.spacewww.com/contact>

IMPORTANT NOTE: IN THE EVENT YOU SEND US A NOTICE OF ANY KIND VIA THE ONLINE FORM AND DO NOT RECEIVE A RESPONSE FROM SPACEWWW, PLEASE SUBMIT A DUPLICATE COPY VIA MAIL. DUE TO THE VAGARIES OF THE INTERNET AND EMAIL COMMUNICATION IN PARTICULAR, INCLUDING THE OCCASIONAL UNINTENDED EFFECTS OF SPAM FILTERS, SENDING AN ALTERNATE FORM OF NOTICE WILL HELP ASSURE THAT YOUR NOTICE IS RECEIVED BY SpaceWWW AND ACTED ON IN A TIMELY MANNER.

5. Fees. SpaceWWW may seek reimbursement for costs in responding to requests as provided by law and may charge additional fees for costs in responding to unusual or burdensome requests.
6. Available Information. Subject to receiving a valid request, SpaceWWW may provide data as follows:
 1. Non-Content. SpaceWWW will produce non-content information such as basic Subscriber information which may include the following:
 1. Name
 2. Email addresses

3. Date and time of account creation
 4. Billing information
 5. IP Logs
2. Content. SpaceWWW will only produce Subscriber content (such as website files and email content) pursuant to a valid search warrant from an entity with proper jurisdiction.