



Cloud Infrastructure Terms Of Service

F9 Servers understands that our customers usually are reselling our service and 90% of the time not directly at fault with any issues outlined in this document. F9 Servers will not delete and ask questions later. We will always give our customers the benefit of the doubt and work with them to resolve issues in a non service disruption manner.

The Terms of Service (TOS) below apply to F9 Servers services. We have been happily providing web hosting services for our clients since 2000, and are happy to offer the same services to customers who wish a solid web hosting account and are happy to "play fair". If you have any questions, please contact us.

Acceptable Content

All services provided by F9 Servers may be used for lawful purposes only. It is a violation of our Terms of Service to transmit, store, upload or present any information, data or material in violation of any United States Federal, State or local law. This includes, but is not limited to, material for which you do not hold the copyrights or written authorization for its use, material that we judge to be threatening or obscene, material that jeopardizes national security, and/or material protected by trade secret or other laws.

Further, the following content is prohibited on F9 Servers accounts, as are links to such content:

Pornography and sex related merchandising, includes sites that may imply sexual content, or link to adult content elsewhere.

Websites that promote any illegal activity or content or files that may be damaging to F9 Servers or any other server on the Internet.

Medical, psychiatric/psychology, illegal, get rich quick or hate material

IRC Software

Pirated software

Hacking sites, programs or archives

Warez Sites

Distribution of music files or any other material for which the account holder does not own the copyright

Housing of any of the following files is considered a violation of the terms of service:

IRC, Egg Drops, BNC, or IRC bots to be operated on our servers. Files with references to IRC or any likeness thereof are prohibited, as are programs that act like an IRC server or that provide chat functions that run as background processes.

Proxies: we do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

Port Scanning: we do not allow any kind of port scanning to be done on or from our servers.

F9 Servers will be the sole arbiter as to what constitutes a violation of this provision.

Content that does not meet these standards will be disabled without prior notice to customer.

Customer agrees to indemnify and hold harmless F9 Servers from any claims resulting from Customer's use of F9 Servers services which damages Customer or any other party.



Commercial Advertising - Email

No Spam: Sending of unsolicited email (email spam) from our servers is STRICTLY prohibited. While we attempt to be fair, F9 Servers will be the sole arbiter as to what constitutes a violation of this provision. This also includes Opt-in/Opt-out mail programs and email that either directly or indirectly references a domain contained within an account at F9 Servers.

Unconfirmed Mailing Lists: subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Customer must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to or from any F9 Servers-hosted domain (website), or referencing any F9 Servers account is prohibited.

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Acceptable Use Policy or the Acceptable Use Policy of any other Internet Service Provider, including but not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks is prohibited.

Email address cultivating, or any unauthorized collecting of email addresses without prior notification of the email address owner is strictly prohibited.

Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org is prohibited.

Scheduled Maintenance and Downtime

F9 Servers will use its commercially reasonable efforts to provide services 24 hours a day, seven days a week. Customer acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond the control of F9 Servers or which are not reasonably foreseeable by F9 Servers, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. F9 Servers will attempt to provide at least 48 hours advance notice to Customer for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. F9 Servers has no responsibility for downtime resulting from a user's actions.



Limitations on Use, Cancellations and Non-Payment

F9 Servers maintains the right to cancel accounts at its discretion.

Overdue Payment and Termination of Account:

Accounts will be disabled or terminated, at our discretion, if payment is not received by the renewal date. If your account has been disabled, you may be charged a reconnection fee of up to \$50 in order to re-enable your account. Alternatively, the account may be terminated and all information within the account deleted. If you are not intending to pay for your web hosting account, or if you know that your payment will be late, it is your responsibility to back up your website files to ensure that you do not lose your data.

Cancellation Procedure: Valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, billing information in the form of a partial credit card number or other payment information, or the billing password. Non-secure information, such as the contact email address or account billing address, is not sufficient as a security verification.

Paying by Check: orders for customers who wish to pay by check will be set up when the check is received and clears our bank.

F9 Servers is not responsible for lost data or for lost data due to software that we do not maintain.

Refunds

30-day Money Back Guarantee:

If you wish to cancel your web hosting account within 30 days of ordering it, we will refund your funds promptly, less any setup fee you paid.

General: Refunds will be made for FULL months only. Notice of cancellation must be given before the month in question begins. Setup fee is NON-refundable.

Violation of Terms of Service: In addition to the above, any violation of our Terms of Service Agreement shall result in no refund. This includes, but is not limited to, criminal actions that result in termination of a web hosting account.



General

These Terms of Service are a legally binding contract between Customer and F9 Servers. By opening an account, Customer agrees to the above-stated terms.

These Terms Of Service are subject to change without any prior notification, and any changes will be posted here. Anything not listed in the Terms of Service is open to interpretation and change by F9 Servers without prior notice.

All prices, with the exception of the 30-day money back guarantee, are non-refundable and nonnegotiable.

Any violation of these Terms of Service will result in termination of the account. F9 Servers maintains the right to terminate accounts without prior notification.

We reserve the right to remove any account with 15 days prior notice.

Lastly, we reserve the right to refuse service to anyone for any reason.

For Questions regarding this SLA please contact your sales rep.