



Terms and Conditions hosting services

The use of services from Visual Orange Co., Ltd. [hereafter referred to as "SEO WATCH"] constitutes agreement to these terms.

1.) Account set up / Email on file

SEO WATCH will set up the account after it has received payment from the client and it has and/or our payment partner(s) have screened the order(s) for of fraud. It is client's responsibility to provide SEO WATCH with an e-mail address which is not @ the domain(s) client is signing up under. If there is an abuse issue or SEO WATCH needs to contact the client, the primary e-mail address on file will be used for this purpose. It is client's responsibility to ensure the e-mail address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of client's account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If client fails to meet these requirements, the order may be considered fraudulent in nature and be denied by SEO WATCH.

Transfers

SEO WATCH's transfer team will make every effort to help move client's site to SEO WATCH, however, SEO WATCH cannot make guarantees of the transfer process. SEO WATCH provides this as a courtesy service and cannot make guarantees regarding its availability or the amount of time it may take as each host is configured differently. SEO WATCH will try its best, however, in some cases SEO WATCH may be unable to assist client in a transfer of data from an old host.

2.) Content

All services provided by SEO WATCH may only be used for lawful purposes. The laws of the State of Florida, the State of Texas, and the United States of America apply.

The client agrees to indemnify and hold harmless SEO WATCH from any claims resulting from the use of its services.

Use of SEO WATCH's services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of client's account. If client believes that its copyright or trademark is being infringed upon, please email support@seo-watch.com with the information required.

Examples of unacceptable material include but are not limited to:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, ".img" / image hosting only sites that do not host an actual domain name, Escrow, High-Yield Interest Programs(HYIP) or related sites, Investment sites (FOREX, egold exchange), AutoSurf sites,



Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities.

SEO WATCH reserves the right to refuse service to anyone for whatever reason it sees fit. Any material that, in SEO WATCH's judgment is obscene or threatening is prohibited and will be removed from the web servers with or without notice.

Failure to respond to e-mail from SEO WATCH's abuse department within 48 hours may result in the suspension or termination of services. All abuse issues must be dealt with via troubleticket/e-mail and will have a response within 48 hours.

If in doubt regarding the acceptability of client's site or service, please contact SEO WATCH at support@seo-watch.com and SEO WATCH will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita). Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: SEO WATCH will suspend the site in question and will notify client so client may terminate the account. SEO WATCH will further monitor client's activity; more than one infraction of this type may result in the immediate termination of client's account.

Direct clients: your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is client's responsibility to ensure that scripts/programs installed under client's account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to "755" or as restrictive as possible. Clients are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that clients use a secure password. If a weak password is used, client's account may be suspended until client agrees to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and client's password is found to be weak, SEO WATCH will notify client and allow time for client to change/update its password.

3.) Zero Tolerance Spam Policy

SEO WATCH takes a zero tolerance stance against sending of unsolicited e-mail, bulk e-mailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any client who sends out spam will have their account terminated with or without notice.

Please read details about SEO WATCH's [mail policy](#).

Sites advertised via SPAM (Spamvertised) may not be hosted on SEO WATCH's servers. This provision includes, but is not limited to SPAM sent via fax, e-mail, instant messaging, or usenet/newsgroups. No organization or entity listed in the [ROKSO](#) may be hosted on SEO



WATCH's servers. Any account which results in SEO WATCH's IP space being blacklisted will be immediately suspended and/or terminated.

SEO WATCH reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

SEO WATCH reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of SEO WATCH.

4.) Payment Information

Client agrees to supply appropriate payment for the services received from SEO WATCH, in advance of the time period during which such services are provided. Client agrees that until and unless client notifies SEO WATCH of client's desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing by [e-mail](#) provided. Once SEO WATCH receives client's cancellation and has confirmed all necessary information with client via e-mail, SEO WATCH will inform client that client's account has been canceled. At this time, client's account with SEO WATCH has been canceled. If client does not hear back from SEO WATCH or receives an e-mail confirming this cancellation, please contact SEO WATCH immediately.

As a client of SEO WATCH it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. SEO WATCH provides a 10 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 10 days and not paid will result in a \$10 late fee and/or an account suspension until account balance has been paid in full.

Invoices that have been paid more than once with multiple Paypal subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact sales@seo-watch.com.

SEO WATCH reserves the right to change the monthly payment amount and any other charges at anytime.

5.) Backups and Data Loss

Client's use of SEO WATCH's service is at client's sole risk. SEO WATCH is not responsible for files and/or data residing on client's account. Client agrees to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on SEO WATCH's servers.

6.) Cancellations and Refunds

SEO WATCH reserves the right to cancel the account at any time with or without notice.

Any abuse of SEO WATCH's staff in any medium or format will result in the suspension or termination of our services.



Clients may cancel at any time via [e-mail](#). There are no refunds on dedicated servers, administrative fees, install fees for custom software, or domain name purchases.

Violations of the Terms of Service will waive the refund policy.

7a.) Resource Usage

Client may not:

- a) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- b) Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- c) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Run any bit torrent application, tracker, or client.
- f) Participate in any file-sharing/peer-to-peer activities
- g) Run any gaming servers such as counter-strike, half-life, battlefield1492, etc
- h) Run cron entries with intervals of less than 15 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include ("http://yourdomain.com/include.php") use include("include.php").

7b.) INODES

The use of more than 50,000 INODES will result in account suspension. Accounts found exceeding 50,000 INODES will not be backed up on our backup servers. An INODE is the actual file or directory and not the size of that file or directory. For example your index.html file is 1 INODE. A directory called homework is counted as 1 INODE as well.

8.) Bandwidth Usage

Client is allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package client has purchased. Should client's account pass the allocated amount SEO WATCH reserves the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until client upgrades to a higher level of package, terminates the account and/or charges client an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9.) Uptime Guarantee

Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services.

10.) Reseller: Client Responsibility

Resellers are responsible for supporting their clients. SEO WATCH does not provide support to SEO WATCH's reseller's clients. If a reseller's client contacts SEO WATCH, SEO WATCH reserves the right to place the client account on hold until the reseller can assume their



responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. SEO WATCH will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

11.) Shared (non-reseller accounts) / Semi-dedicated Servers

Shared accounts may not resell web hosting to other people, if client wishes to resell hosting client must use a reseller account. Semi-dedicated servers are not backed up. Client must maintain client's own backups.

12.) Dedicated Servers

SEO WATCH reserves the right to reset the password on a dedicated server if the password on file is not current so that SEO WATCH may do security audits as required by its datacenter. It is the responsibility of the client to ensure that there is a valid e-mail address and current root password on file for their dedicated server on file to prevent downtime from forced password resets. SEO WATCH 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 SEO WATCH and it is the responsibility of the client to maintain backups or have a solution for this. Client may purchase an additional hard drive and maintain backups to it as the simplest solution. Please contact sales@seo-watch.com if you wish to obtain a secondary hard drive. It is client's responsibility to maintain backups.

13.) Price Change

The amount client pays for hosting will never increase from the date of purchase. SEO WATCH reserves the right to change prices listed on seo-watch.com, and the right to increase the amount of resources given to plans at any time.

14a.) Indemnification

Client agrees that it shall defend, indemnify, save and hold SEO WATCH harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against SEO WATCH its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless SEO WATCH against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with SEO WATCH; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from SEO WATCH's server.

14b.) Arbitration

By using any SEO WATCH services, client agrees to binding arbitration. If any disputes or claims arise against SEO WATCH or its subsidiaries, such disputes will be handled by an arbitrator of SEO WATCH's choice. All decisions rendered by that arbitrator will be binding and final. Client is also responsible for any and all costs related to such arbitration.



Visual Orange Co., Ltd.

15.) Disclaimer

SEO WATCH shall not be responsible for any damages client's business may suffer. SEO WATCH makes no warranties of any kind, expressed or implied for services we provide. SEO WATCH disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by SEO WATCH and its employees.

16.) Disclosure to law enforcement

SEO WATCH may disclose any subscriber information to law enforcement agencies without further consent or notification to the client upon lawful request from such agencies. SEO WATCH will cooperate fully with law enforcement agencies.

17.) Changes to the TOS

SEO WATCH reserves the right to revise its policies at any time without notice.