

# Terms of Service, Acceptable Use, Server Hosting & Privacy Policy

Revision 3 – March 30, 2018

## Agreement

By entering into business with Midwestern Technology, LLC., DBA Squidix, you agree to all the terms and conditions provided below. Any user of our services, whether paid or gratis, are governed by this Agreement.

## Definitions:

Squidix – The websites, development and communication services provided by Midwestern Technology, LLC.

Agreement – The Terms of Service, Acceptable Use, Server Hosting & Privacy Policy of Squidix

Customer – Any guest or user of our services, including paid clients we host, or users of any website we host. "Customers" include any "downpipe" customers on Squidix reseller accounts and servers

Downpipe client – Any account that is on a Squidix server (whether a reseller or customer of a Squidix customer) that is required to agree to these terms as an umbrella agreement

## Terms and Updates:

The terms and conditions in this Agreement will change as Internet technology develops and Internet standards change, and you agree to any such changes in the future. If you do not agree with a change in our TOS/AUP you may request a pro-rated refund if the request is received within 30 days of the change of the TOS/AUP.

Changes to this Agreement will be provided and recorded on our website, and also here:

Revision 1 – January 2010

Revision 2 – October 29, 2017

Revision 3 – March 30, 2018

## **General:**

The Squidix family looks forward to supporting your personal and business hosting needs. Squidix is a growing company and we have always enjoyed a professional and enjoyable relationship with our Customers since 2010. We want to continue this trend as we grow and expand so we believe it is important that we document what we do, and what we don't do, for and with our Customers and our Customers' data.

This Agreement is provided to help our Customers understand the responsibilities that we have, as well as the ones they must assume, when working with Squidix.

## **Prohibited Content and Actions:**

All services provided by Squidix may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute.

Squidix prohibits any sites that promote any illegal activity or present content that may be damaging to Squidix or any other server on the Internet. Links to such materials are also prohibited.

### **Examples of prohibited content or links:**

- Pirated software
- Hacker programs or archives
- Sites containing warez
  - Sites illegally distributing copyrighted material
  - Any content illegal in the United States, including child-exploitation and any content that would be or could be considered applicable to H.R.1865 - Allow States and Victims to Fight Online Sex Trafficking Act of 2017

### **Examples of prohibited actions:**

- Storage of non-web data on unlimited plans
- Misuse of server resources by running any cron jobs or scripts which are not optimized for your specific plan
- Failure to honor industry-standard security protocols or installing 3<sup>rd</sup> party modules, extensions, scripts, programs or any applications that contain malware, bots, ransom-ware, viruses, etc.
- Failure to keep website and website modules, plug-ins and extensions up to date and malware free
- Providing any streaming services, including video, podcasts, games, chat, security feeds or associated streams if they noticeably affect server performance

## **Suspension, cancellation and termination:**

Squidix strives to keep our Customer's accounts and servers online 100% of the time. We are pleased to report that we've kept some of our servers online for years at a time.

However, when necessary we do suspend, cancel or terminate Customer accounts.

A **suspension** is a temporary disruption of a Customer's services, where we expect the services to be reactivated.

Squidix may suspend a Customer at any time for any reason below:

- The site or service is flagged for spam
- The site or service is flagged for misuse
- The site or service is flagged for malware
- The site or service is not paid timely
- The site or service is disrupting other Customers
- The site or service downpipe customer violates our Agreement
- On notice from law enforcement
- Any other reason that would be required to ensure continuity and peak performance of the Squidix network and servers

If a Customer is suspended, we will make every effort to contact the Customer and to facilitate the site's recovery within legal means. If a downpipe customer violates our Agreement, we will try to minimize suspension to affect only the host/domain that violated the Agreement. However, we reserve the right to suspend entire servers based on the severity of the violation and the length of time required to contact the responsible reseller or site owner.

We will suspend downpipe clients using CPanel suspension on reseller servers, if it is possible to do so, in order to protect other accounts on reseller plans. However, if we can not do so easily we may suspend using other means, including blocking ports, IP's or other network functions.

For certain issues, suspensions are automatic and made by automatic systems.

If a customer is suspended for abuse, Squidix reserves the right to bill the customer for the investigation of abuse, suspension, unsuspension, and remedy of abuse, as appropriate.

If you are suspended, you must contact Squidix immediately to resolve the source of the suspension.

A **cancellation** of an account occurs when a Customer desires to end all or part of their business with Squidix. When a Customer initiates a cancellation, they can select a date to cancel, and their account will be **terminated** on that date. **When a customer initiates a**

**cancellation, the account is automatically terminated at the time the Customer selects, and the data will be deleted simultaneously at that time.**

If a Customer cancels within 30 days of joining Squidix on their first sale, there is a 100% refund of hosting service fees, minus any domain name fees, unless the user has used their account or attempted to use their account for prohibited conduct. The following services are **not included** in this refund policy:

- Domain name fees
- Website Consulting
- Website Development
- Website Marketing
- Website Migration outside of FREE CPANEL account (see Squidix Migration Policy)
- Third party licenses or services
- Setup fees
- Dedicated IP fees
- Dedicated Servers

A Customer may be cancelled by Squidix for any of the following reasons:

- The Customer has provided false account or contact information as required by ICANN and the UDRP
- The Customer has failed to pay their bill
- The Customer has communicated any threats or uses abusive language to Squidix staff

A **termination** is a final cancellation of an account, and all Customer data is deleted.

Squidix may terminate any account at any time for any reason below:

- The Customer has been cancelled for 30 days
- On customer request

## **Billing**

Squidix requires payment in advance for most hosting services. As such, clients are responsible to ensure timely payment in advance of service dates to ensure continuity of services.

## **Unlimited Plans**

All unlimited plans may utilize any amount of bandwidth over a 30-day period, but if any high-CPU usage is identified the account may be throttled. Specifically, any streaming services are unauthorized; this includes but is not limited to audio, video, or data

streaming services such as online radio programs, large podcasts, movie sharing or video screening sites, VLogs, etc.

Any accounts that noticeably affect shared resources will have the option to migrate to a dedicated server at no cost but will be charged additional monthly fees based on the upgraded plan.

## **Measured Plans**

All measured account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$1.00 or market price, whichever is cheaper, for each gig of traffic exceeded. This amount is not prorated, meaning that 1 mb – 1 gig will be treated and billed as the same.

## **Customer Responsibilities**

Customers are required to maintain websites and files to ensure that third party software and any other scripts that they host in their websites are free of any malware or unauthorized scripts. This is a serious issue and beginning in 2015 there were a number of Word Press, Joomla and other CMS plugins and extensions that were installed by users which caused trouble with websites and servers, including installing cryptocurrency mining and SEO malware.

Squidix does not provide free website content maintenance for clients.

The rule of thumb is:

If the client can perform the function within CPanel/FTP access then the client **MUST** perform the function with Cpanel/FTP access.

Alternatively, if the client cannot or will not perform the function within CPanel/FTP then Squidix will offer them an option:

- (A) if it is an issue with server we will fix for free
- (B) if it is an issue that we could fix using CPanel/FTP we will charge the client for the work or give them appropriate knowledge base articles to do so themselves, if available

## **Refusal of Service**

We reserve the right to refuse any new accounts at our sole discretion.

## **Limitation of Liability - Content**

Squidix is not responsible for any claimed damages, including incidental and consequential damages, which may arise from Squidix servers going off-line or being

unavailable for any reason whatsoever. Furthermore, Squidix shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site or email data from any of Squidix's servers.

### **Limitation of Liability - Network**

Squidix Web Hosting cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by Squidix Web Hosting are resold. Thus, certain equipment, routing, software and programming used by Squidix Web Hosting are not directly owned or written by Squidix Web Hosting. Moreover, Squidix Web Hosting holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation or cancellation of the account in question.

### **Legal Rights Generally**

All Customers may have legal rights which may appear to supersede the limitations provided in this Agreement. In the event that there is a conflict with local jurisdictions or laws and Squidix's policies, Customer agrees that the ruling court and jurisdiction will be in Indianapolis, IN or Arlington, VA at Squidix's sole discretion.

### **Server Uptime Guarantee**

Squidix guarantees 99.9% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of excessive downtime.

### **Information Automatically Logged**

We use your IP address to help diagnose problems with our servers and to identify the networks and locations of user activity on our networks, which includes third parties to the extent that the information is required for troubleshooting and performance records. We do not sell our data to third parties for promotions or marketing. Our logs are made available to law enforcement only under certain circumstances, as listed below under "Third Parties."

### **Security**

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We use strong SSL encryption to ensure your privacy.

### **Third Parties**

Information collected on this site is strictly for our use and no others, such as third-party businesses.

However, Squidix may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request.

Squidix routinely uses third-party network services to improve our services. These network providers and network services may collect data on your usage of the Squidix website, or any website on our servers. These third-party network services include cPanel, CloudLinux, CloudFlare, Softaculous, and MailChannels.

### **Contacting the Web Site**

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact: [sales@squidix.com](mailto:sales@squidix.com)

## **Acceptable Use Policy**

### **Large File Policy:**

Squidix is not for file hosting and distribution – as such, customers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail [support@squidix.com](mailto:support@squidix.com).

### **Forging of Headers:**

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message is in violation of US law. As such, Squidix may suspend, investigate and potentially cancel or suspend any account using forged headers to mask their content, identity, etc.