

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

Revision 5 – Jan 4, 2022

Version 1.03

Agreement

By entering into business with Squidix Web Hosting 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 Squidix Web Hosting

Agreement – The Terms of Service, Acceptable Use, Server Hosting & Privacy Policy of Squidix (this document) Squidix also maintains a Website Transfer Policy that governs new accounts and transfers. All Squidix TOS and rules/regulations are available at <http://squidix.com>

Customer – Any guest or user of our services, including paid clients we host, or users of any website we host. "Customers" include any "downpipe" clients on Squidix reseller accounts and servers or anyone who has data that is stored on Squidix servers, including email, web, or databases

Downpipe client – Any account that is on a Squidix reseller, VPS, or dedicated server 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.

Date of any 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 – January 31, 2018

Revision 4 – April 19, 2020

Revision 5 – January 4, 2022

General:

Squidix Web Hosting looks forward to supporting your personal and business hosting needs. Squidix Web Hosting is a growing company and we have always enjoyed a professional and enjoyable relationship with our Customers since 2010. We will 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.

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 judged to be threatening or obscene, or material protected by trade secret and other legal statutes. We don't take legal action lightly, and in the last few years we've had only a handful of takedown notices that we've had to act on. We've also never released any private client data to any legal authority, etc. with or without a warrant or subpoena, ever, and we intend to keep it that way.

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 for servers in the United States
- Any content illegal in the United Kingdom for servers in the United Kingdom

Examples of prohibited actions:

- Storage of non-web data on unlimited plans. This includes file archives, backups, FTP sites, etc.
- Any repeating and/or automated file upload, update, or transfer service, utility, cron or internal, external script that negatively affects our servers. This includes security cameras, software updating scripts, imagery processing or storage, etc. We welcome you do do this but it requires a limited plan to ensure unlimited accounts are not misused.
- Any synchronization between servers, phones, other computers as a backup, or storage in any way. We welcome you do do this but it requires a limited plan to ensure unlimited accounts are not misused.
- 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 3rd party modules, extensions, scripts, programs or any applications that contain malware, bots, ransom-ware, viruses, etc.
- Providing any streaming services, including video, podcasts, games, chat, security feeds or associated streams if they noticeably affect server performance.
- Storage of any files on behalf of third parties not directly related to website.
- Storage of any backups for more than 24 hours (Note we provide free backups on shared accounts.) See **BACKUPS** below.

PROHIBITED – industry Specific Utilization (shared accounts)

Squidix Starter Squid and Squidix Super Squid accounts are not to be used by any of the following industries because they utilize significantly more resources that a Super or Starter Squid plan are designed for. These types of companies and industries will likely require additional hardware, storage, memory, etc. to perform to industry standards.

Customers who are using a Super or Starter Squid will be required to upgrade to a semi-dedicated or dedicated plan if these companies negatively affect Squidix servers, network, bandwidth, backups, etc.

1. We welcome web development companies! However, if temporary sites are hosted for more than 30 days or are put into production on a shared plan then you are misusing resources on a shared server. Again, we welcome you do do this but it requires a larger plan.

2. Media management or media consulting services often use larger than normal files and attachments for client presentations, etc. Again, we welcome you do do this but it requires different resources than a typical web hosting account.
3. Any type of media storage, streaming, design, or creative company; video, TV, radio, commercials, podcast, magazines, books, publishers, etc. We welcome you do do this but it requires different resources than a typical web hosting account.
4. For the same reasons, the following companies must use a dedicated or semi-dedicated plan.
 - A) Marketing companies
 - B) Video development companies
 - C) Video streaming services
 - D) Music or podcast services
 - E) Music or podcast development services
 - F) Gaming, software, application development or downloading of services

PROHIBITED - Excessive Email Storage

Squidix Starter Squid and Squidix Super Squid include unlimited email storage but are not intended to be used as a permanent email archive or as an archive for large files.

Archiving messages means storing messages that are older than 3 years on a server instead of archived locally.

Large file attachments are any attachments over 10 MB.

Customers can upgrade to keep backups and email messages forever or elect to remove large files attached to email messages or emails that are older than 3 years.

Single Client Usage

Because of the ability for a single person to utilize 100% of a server by sharing or giving away services via unlimited plans, Squidix provides a "single client" usage policy for Starter and Super Squid hosting. This includes unlimited domains, website hosting, emails, etc. for one entity (the person or company assigned to the account.)

Our Super Squid services provide unlimited services for regular web users. You know, a hobbyist, non-profit team or a regular small or medium business with less than 20 employees or contractors. If your business is larger, then it will use more resources, and you are required to use a VPS, dedicated, semi-dedicated or reseller server.

If you desire to host websites for multiple entities that you do not immediately own and control, you are required to use a VPS, dedicated, semi-dedicated or reseller server.

Squidix does not allow you to give away "free" hosting or allow any other business or entities to use your Squidix account unless they are part of your entity unless you use a VPS, dedicated, semi-dedicated or reseller server.

For accounts created prior to January 1, 2022, Squidix may grandfather in existing hosting accounts that do not adhere to this policy unless the domains, storage, support or utilization measurably negatively affect Squidix.

Backups

Squidix provides free backups for all active accounts on our shared servers. These backups are typically 2 to 3 times per week, or more frequently, and are stored offsite in a secure data center. If clients desire to host their own backups using Jet Backups, Akeeba or any other backup service, the client may be required to use a semi-dedicated or dedicated server if the backup storage is noticeable on our servers.

Clients may verify all backup status and restore backups using Jet Backup for free using their cPanel account.

The client can do this restoration for free, but if a client requires Squidix to restore a site, we reserve the right to charge \$19.95 for this service.

Technical Support Responsibilities

Squidix does not provide free development or programming. Squidix does not provide free website content maintenance for clients. Customers who do not have a webmaster should inquire about Squidix Website Management Services.

The rule of thumb for shared hosting clients is:

If the client can perform the function using CPanel/FTP/SSH access then the client MUST perform the function using Cpanel/FTP/SSH access.

Alternatively, if the client cannot or will not perform the function using CPanel/FTP/SSH then Squidix will offer them options:

(A) if it is an issue with a server we will fix for free. Note that 99% of the time a PHP issue or error with a website is not a server issue.

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

Squidix does not perform any hourly work on a client account without express confirmation and authorized payment from the customer.

DNS

Squidix provides free DNS servers and automatically provisions new accounts and transfers with proper DNS servers and services.

Squidix Starter Squid and Squidix Super Squid accounts include unlimited free use of Squidix name servers. If custom name servers are requested Squidix may require a one-time fee of \$19.95. Current accounts modified before Jan 1, 2022 will be grandfathered @ no charge.

Squidix will require all Starter/Super to use one single domain as the primary cPanel domain. If the primary name is changed Squidix will require a one-time \$19.95 fee to transfer the site.

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 many years at a time without any downtime.

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

Suspension – Temporary limiting an account, email or website

Cancellation – Stops billing and services for some or all products/services of an account

Termination – Deletion and removal of all data, including client data

Suspensions, Cancellations, Refunds, and Terminations

Suspensions

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, if it is possible based on the severity of the violation and the length of time 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 you are suspended, you must contact Squidix immediately to resolve the source of the suspension.

Suspensions, Cancellations, Refunds, and Terminations (cont.)

Cancellations and Refunds

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 choose to do so immediately or they can select a date to cancel prior to their next billing cycle.

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. A customer requested cancellation supersedes Squidix's regular wait time of 30 days to delete data and the account may be immediate terminated and all data deleted.

REFUND POLICY

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 or nonrefundable fees (see below.)

If a customer utilizes Squidix services for more than 30 days, the customer is no longer in the refund window and is no longer eligible for any later refunds, including web hosting fees. After 30 days there are no refunds for partial service, or any other services when re-billed.

For example, a user signs up for a Super Squid on Jan 1, 2022. They use the services for 1 year and are re-billed and customer is invoiced 2-3 weeks PRIOR to the RENEWAL DATE. In this case, the customer would be invoiced in December, 2022 and their card would be charged up to 2 weeks prior to the service renewal date. Renewal fees may be higher than introductory pricing.

After a customer's credit card is charged, there are NO REFUNDS. By entering this agreement and using any Squidix services you accept these terms and agree not to dispute any recurring payments after 30 days unless properly canceled.

It is the customer's responsibility to cancel at least 30-days prior, and to do so using their Squidix account via www.squidix.com in order to receive a valid cancellation confirmation and notice. If there is not a cancellation confirmation notice, the account will be renewed at the agreed rate, which may be higher than any introductory pricing. Customers can review all rates and renewal dates on their Squidix Client Account.

The following services are **not included** in this refund policy and will never be refunded.

- Domain name fees
- Website Consulting
- Website Development
- Website Marketing
- Website Migration
- Third party licenses or services
- Dedicated Servers

Refund Process and Data Retention

It is a customers' sole responsibility to remove any and all data from Squidix servers PRIOR to requesting a refund. Once a refund is requested the account may be immediately terminated, without confirmation. A refund requested cancellation supersedes Squidix's regular wait time of 30 days to delete data and the account may be immediate terminated and all data deleted.

A Customer may be canceled 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
- The Customer threatens or litigation (see Legal Rights provisions below) without an injunction that is valid in the Commonwealth of Virginia.

Suspensions, Cancellations, Refunds, and Terminations (cont.)

Terminations

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 canceled 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. Failure to pay your bill will result in suspension, cancellation and ultimately termination. Any account suspended for billing issues will also require a \$19.95 service fee to restore.

Arrears and Missed or Late Payments

Squidix reserves the right to charge late fees for any missed payments.

If a client has had multiple late payments Squidix may require a deposit for future business equal to one year of service for the subscribed plan. This deposit will be released and credited to the client account after 1 year of timely payments. Failure to maintain timely payments will reset the clock of the deposit, and will incur late fees. The deposit will not be refunded unless the client maintains 1 year of timely payments. Once the 1-year probation period expires, the client will receive the deposit back as a credit for future hosting (basically getting 1 year free if the service levels are the same.) This will not be refunded as cash or credit to the client and may only be used with Squidix Web Hosting.

Squidix reserves the right to charge a reconnect fee for any websites that have been canceled due to late or missed payments.

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 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.

In the last couple of years, certain CMS systems like Joomla, Drupal, Moodle and WordPress can be installed with numerous and extensive plugins, modules and extensions, or with third-party extensions that are not optimized. These can cause disruption to accounts. In this situation, Squidix will recommend using plugins from reputable providers and may require additional upgrades if the shared hosting environment is not suitable for these programs. We have thousands of installs of WordPress, Moodle, Drupal and Joomla with ample

extensions/plugins/modules that have no issues and a typical install with a reasonable number of plugins has never been problematic. However, many webmaster may attempt to overload these CMS with plugins that they don't not verify the authenticity and a single malicious plugin can keep a site from performing properly.

Measured Plans

All measured account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$1.00 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.

Refusal of Service

We reserve the right to refuse any new accounts at our sole discretion. We also reserve the right to refuse service to any existing customers if they have violated our TOS multiple times.

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 may result in the automatic deactivation of the account in question (see our suspension & cancellation policies.) We reserve the right to remove any account, without advance notice for any reason without restitution, as Squidix Web Hosting sees fit if the account or account holder is shown to be maliciously using our services or presents false information to Squidix.

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 Arlington, Virginia or Lee County, Florida, at Squidix's sole option.

Server Uptime Guarantee

Squidix guarantees 99.9% service (http, ftp, dns, 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 server and to administer our Web site. We use this information for no other reason. 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 may also use any details from a customers account or tickets to validate or refute any publicly-made statements about Squidix on social media or any other review site.

Contacting the Web Site

If you have any questions about this agreement or your dealings with Squidix Web Hosting, you can contact: legal@squidix.com or call us (855) SQUIDIX

Acceptable Use Policy

Large File Policy Addendum:

Squidix unlimited plans are 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.

Squidix does not allow storage of backups on shared accounts. All backups are managed (for free) by JetBackup and are stored off active servers for improved performance and storage availability. Backups that are stored on users accounts for more than 24 hours may be deleted from Squidix servers. Please do not keep scripts or any other backup utility on Squidix Shared Services.

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.

Squidix Web Hosting

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