



**LBS Web World.**

PO Box 82, Alexander NC 28701 828 5150133 [www.lbswebworld.com](http://www.lbswebworld.com)

---

January 2017

## **Terms of Service Agreement**

By signing up for a web hosting account with LBS Web World LLC. you indicate that you have read and understand and accept the Terms of Service Agreement.

LBS Web World LLC. provides web hosting and email services. LBS Web World LLC. reserves the right to suspend or cancel any client's access to any portion or all of LBS Web World LLC. services, when LBS Web World LLC. deems that the account has been used inappropriately. LBS Web World LLC. reserves the right to refuse service and/or access to its servers to anyone at any time without notice.

LBS Web World LLC. prohibits sites engaged in:

Illegal activities including but not limited to storing and/or distributing illegal copies of copyrighted software, warez sites, violations of copyrights and trademarks, violations of U.S. laws, selling and/or distributing illegal contraband, Proxy Scripts and or websites / Anonymizers, IRC Bots, image hosting only sites without a domain name, Escrow Sites, 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 and or archives programs.

Internet abuse including but not limited to spamming - mass unsolicited Emailing, distribution of mass emailing programs, cross-posting messages to large number of UseNet groups, posting obscene or inflammatory messages, threatening other Internet users, mail bombing Internet users, running packet sniffers or port scanners, and spamming our support staff. Spammers are held responsible for a 500 dollar clean up fee.

Systems abuse including but not limited to use of excessive CPU resources, use of excessive disk space, use of excessive email storage space, hacking our systems, installing continuously running programs, such as IRC bots, and reselling CGI scripts.

### **Data Transfer**

If any users go over the allotted bandwidth amount the user will asses a fee of \$2.00 per gigabyte.

### **Adult Content**

The determination of what is "adult content" and prohibited shall be solely made by LBS Web World LLC.

Should a policy violation occur, LBS Web World LLC. reserves the right to terminate the account without notice and without any refunds. The policy violating client will be held responsible for any damages to LBS Web World LLC.'s system, servers, connectivity, reputation, business, service, network, operations, equipment or law suites. The policy violator may be charged a \$500 clean up fee.

### **Web Site Content**

The client is responsible for keeping a copy of their most current web site files as backup on a remote system (not on LBS Web World LLC. servers). LBS Web World LLC. is not responsible for any lost files, information, or data.

### **System Updates**

The client understands that system updates occur in real-time and as queued batch processes. For example, account passwords are currently updated as queued batch processes, therefore the update does not occur in the system instantaneously. LBS Web World LLC. reserves the right to modify the processing times at any time without notice. If a client or LBS Web World LLC. support personnel (when authorized by client) makes

any modifications to a hosting account, the client is responsible to make sure these updates have occurred in our system.

#### Hosting Account Disk Space and Bandwidth Usage

90% or more of your content on your website must be linked from an HTML, PHP or similarly coded web page where all content is freely available to the public. Your website must consist of web pages of a standard design, essentially HTML based text and graphics. Downloadable files, media, streaming content or any file which consumes more than 500kb of space must not exceed 10% of your total used disk usage. In order to ensure that these limitations on our non-reseller hosting accounts are not broken, web space and bandwidth will be allocated in increments of 1,000 MB of web space and 10,000 MB of bandwidth. When more space and or bandwidth is needed the user agrees to contact our helpdesk requesting more.

#### Resource Usage

Users may not:

- 1) Use 25% or more of system resources for longer than 90 seconds.
- 2) Run IRCD or standalone server side unattended processes.
- 3) Run cron jobs that in intervals of less than 15 minutes.
- 4) Run gaming servers, process game server stats, TeamSpeak, Ventrilo or any other voice application, torrents, torrent related sites, trackers or applications.
- 5) Run any processes related to or that interface with IRC programs and or networks.
- 6) Run any kind of web indexer or web spider.
- 7) Repeatedly create and delete large numbers of files on a regular basis causing system damage.
- 8) Image Hosting Scripts (similar to Photobucket)
- 9) Auto-Surf Scripts
- 10) Mirror Scripts / Auto Dump Scripts (similar to rapidshare)

#### Inodes

Users may not exceed more than 50,000 Inodes per shared hosting account (a shared hosting account is one cpanel username). This limit is in place to prevent system over usage. Every email, webpage, file, etc takes up one inode.

#### Support

Free customer technical support is provided via a support ticket. Technical support emails will be answered within 24 hours. Billing inquiries will be answered within one business day. Client agrees not to spam support. LBS Web World LLC. does not provide web site design, custom programming and scripting, or web site consulting services.

#### Payment Policy

All services are on a monthly, Bi-yearly or yearly prepayment basis.

LBS Web World LLC. only accepts credit / debit card and PayPal payments.

Service is activated only after receipt of payment.

Credit card payment is authorized and assessed in real time.

Once an order is successfully submitted, the client is subject to LBS Web World LLC.'s refund policy.

The one time setup is non-refundable.

All monetary transactions will occur in \$ US dollars.

No bills or invoices will be sent by postal mail or fax.

All InterNIC fees are separate from LBS Web World LLC. costs and the client is responsible for timely payments to InterNIC for domain ownership.

LBS Web World LLC. reserves the right to change pricing schedule at any time.

Invoices that have been paid more than once with multiple paypal subscriptions can only be credited towards the account and cannot be refunded via paypal. If you require assistance with this policy please contact support@lbswebworld.com

#### Additional Features

Additional features can be added at any time. When a feature is added, the client is assessed charges for the month and every upcoming month until the end of their billing cycle. Feature prices are not prorated.

#### Renewal Notification and Billing Schedule

Renewal notification is emailed to the billing contact email address on file. Clients are responsible for keeping their contact information up to date. Clients agree to use a contact email address that is not hosted on LBS Web World LLC. servers as their contact email.

#### Credit Card Failures

In the event of any credit card failure, a notice will be sent to the billing contact via email. An attempt will be made to charge the credit card every day until a successful charge or the end of the billing cycle. If the credit card is charged successfully, a notification of 'successful charge' will be sent to the billing contact via email. If payment is declined in three consecutive billing attempts suspension of the account will occur.

#### Account Termination

LBS Web World LLC. Reserves the right to terminate an account at our discretion with 30 days written notice. Client also has the right to terminate their account at any time with 30 days written notice. Any balance of web hosting fees remaining will not be refundable.

#### Account Reactivation

If an account was cancelled due to client request or billing issues and the client desires to reactivate the account, a non-refundable reactivation fee of \$19.95 will be required prior to account reactivation. Accounts are reactivated after all outstanding charges are paid, including outstanding hosting charges and NSF check processing fees (if applicable).