

Terms Of Service

[Order verification](#)

[Service Level Guarantees](#)

[Privacy Policy](#)

[Domain Name Registration Agreement](#)

[Domain Name Dispute Resolution Policy](#)

Lc Web Media Hosting Terms of Service

The service that is subject to the following agreement is provided by Lc Web Media Hosting in association with LiquidNet Ltd., registered in the United Kingdom, Registration No. 4654498. Lc Web Media Hosting and LiquidNet Ltd. will be referred to as Lc Web Media Hosting for the sake of brevity in this document.

You should be aware that by signing up for an account with Lc Web Media Hosting, you agree to position data on our servers, thus making it accessible to the wide public. In this sense, you accept that it is beyond the power of Lc Web Media Hosting to restrict such access and guarantee the security of your files. You are completely in charge of protecting your data on Lc Web Media Hosting servers, which suggests that you would better consider carefully any piece of information before uploading it to your newly allocated Lc Web Media Hosting server space. It is recommendable to avoid publishing personal data that could be abused online.

The order form completion represents the electronic signing of this document.

You should abide by the [Domain Name Registration Agreement](#), which is an indivisible part of this document.

1. ENTIRE AGREEMENT; SERVICE AGREEMENT

Lc Web Media Hosting shall provide its Services to You (the Customer) under the Terms and conditions of this Customer Agreement. The Agreement is intended to keep the integrity of both Lc Web Media Hosting and the Customer and to protect both parties from liability. This Service Agreement will be enforced to ensure the speed, power, performance, and reliability of our services. Along with the Order Form and any other documents or agreements explicitly specified in this Agreement, the Customer Agreement constitutes the whole act of convention between Lc Web Media Hosting and the Customer, thus being the most significant document of the newly-established relationship. In case that a court of competent jurisdiction considers that any of the Agreement's provisions is invalid, unenforceable, or void, the remaining ones will completely reserve their validity. Customer's side of the Agreement could be presented by the following parties: an individual with personal demands, being over 18 years of age; a legal entity such as a corporation, a limited liability company etc. that is consistent with state's law system. If a person represents the Customer for some reason, he/she should be legally authorized to act in his/her name, thus accepting, executing and delivering the Agreement. You understand and agree that the Service is provided "AS-IS" and that Lc Web Media Hosting assumes no responsibility for the timeliness, deletion, and failure to deliver or store any Customer communication or personalization settings.

2. Lc Web Media Hosting HOSTING SERVICES

A web hosting service is a type of Internet service that offers individuals and organizations the opportunity to host their own websites, and to store information, images, video, or other content accessible via the World Wide Web. A Storage Service Provider (SSP) is a company that provides computer storage space and related management services. SSPs also offer periodic backup and archiving. Lc Web Media Hosting offers only web hosting services, not data storage services. A web hosting service consists of the following:

- a. **Bandwidth** - Each hosting plan includes prepaid monthly bandwidth in Megabytes. This bandwidth quota is shared between all the sites in a single hosting account. In case a hosting account exceeds its

allowed bandwidth, it will be suspended until beginning of the next month when the quota will refresh automatically. Additional bandwidth is available. Contact sales for more information.

- b. **Domains Hosted** - Lc Web Media Hosting hosting plans include domain hosting. Each hosting plan has a limit of the domains hosted.
- c. **Domain Registration** - available at discounted price only with purchasing web hosting account(s). Each web hosting account can use a maximum of one discounted domain name. Domain registrations are final and cannot be refunded.
More detailed information regarding domain names can be found in the [Domain Name Dispute Resolution Policy](#).
- d. **Disk Space** - Additional disk space is available. Payment is accepted only in advance per year. Contact sales for more information.
- e. **IP Address** - For many customers an IP address is important for starting SSL hosts and that's why we allow purchasing more IP addresses. In case your hosting account does not include an IP address, please contact sales for more information on how to obtain it. Payment is accepted only in advance per year.
- f. **MySQL Database(s)** - is/are included in all hosting plans. Additional MySQL databases are available. Contact sales for more information.
- g. **MySQL Database Storage** - Each hosting account has a limit for MySQL database storage. This storage is shared between all the MySQL databases in a single hosting account. Additional MySQL database storage is available. Contact sales for pricing.
- h. **SSH (Secured Shell)** - In case your hosting account does not include a SSH, please contact sales for more information on how to obtain it. Payment is accepted only in advance per year.

3. **BACKGROUND OPERATIONS/PROGRAMS ON SERVERS**

These programs, named cron jobs, can be continuously run by Lc Web Media Hosting in the background. Their provision suggests additional fee in accordance with system resources used and operational maintenance involved, if needed. Generally, Lc Web Media Hosting avoids placing complementary charges upon customers, providing the CronTab service that is integrated in the hosting Control Panel. Optional Lc Web Media Hosting Services: These services, including but not limited to: Site Studio, Mailing Lists and other services offered are provided WITHOUT WARRANTY and WITH NO GUARANTEE OF RESULTS. Lc Web Media Hosting ADDITIONAL SERVICES OR FEATURES AND VALUE-ADDED SERVICES OR FEATURES ARE OFFERED ON "AS IS" AND "AS AVAILABLE" BASIS. Lc Web Media Hosting REJECTS ANY IMPLIED WARRANTIES. ANY OF Lc Web Media Hosting' EMPLOYEES, MANAGEMENT OR AFFILIATES MAY NOT BE HELD RESPONSIBLE OR THUS LIABLE FOR ANY POSSIBLE DAMAGES PROVOKING USE OR MISUSE OF ANY INFORMATION, CONTENT OR SERVICES PROVIDED BY Lc Web Media Hosting, INCLUDING DIRECT OR INDIRECT, PUNITIVE, AND INCIDENTAL DAMAGES RESULTING FROM ANY FAILURE TO PROVIDE SERVICES, SUSPENSION OR TERMINATION OF SERVICES.

All background operations / processes, beside the aforementioned cron jobs, are strictly forbidden.

4. **SERVICE GUARANTEES**

Lc Web Media Hosting will guarantee 99.9% Lc Web Media Hosting network uptime and 99.9% [network stability uptime](#). This, however, does not refer to problems stemming from:

- a. Server Hardware Breakdown.
- b. User error(s) or purposeful interruption(s) of the user service (e.g. if the client shuts his/her own server down, Lc Web Media Hosting is not responsible for the downtime).

- c. Failures due to software that is not explicitly supported by Lc Web Media Hosting. Consequently, if a hardware crash provoked by the customer happens, Lc Web Media Hosting is beyond the control and responsibility for the resulting downtime.

A data backup is available on a daily basis. All the contents of a client's /www/ folder will be added to the backup, as well as all the databases that belong to the Customer. The maximum space provided to a client for his/her backup is 5 GB of disk storage. Please note that the data backup service does not include backup of emails.

5. SERVER USAGE & HOSTED CONTENT

- a. Server content MUST comply with the parameters stated in this TOS. Web content requirements exclude the publication of illegal content or content considered inappropriate otherwise. Customers should get in touch with a Lc Web Media Hosting Service representative regarding any inquiries over the matter.
- b. If any of Lc Web Media Hosting Services are used for the illegal purpose of SPAM or UCE, then they will be instantaneously terminated.

Unauthorized Access. Lc Web Media Hosting expressly bans the use of any Lc Web Media Hosting hardware or software hosted on a Lc Web Media Hosting server for trying to illegally access another hosted machine or network.

- c. Using Lc Web Media Hosting's temporary URL is not defined as bandwidth stealing. However, customers are advised to use it temporarily and Lc Web Media Hosting does not bear the responsibility, if we change it afterwards - traffic processing there is not recommendable. It is not recommendable to use Lc Web Media Hosting' temporary URL - scXX.info/scXX.biz - as a basic URL. Users are advised to redirect their traffic to their own domains. Each customer will be able to take advantage of the package he/she has purchased at the introductory price levels and with one and the same set of features in the course of the whole contract period. Lc Web Media Hosting reserves the right to introduce certain changes to the packages (in the shape of complementary services) to the benefit of customers.

6. CANCELLATION & MONEY BACK

a. CANCELLATION AND REFUND POLICY

Lc Web Media Hosting accounts are set up on a prepay basis. Lc Web Media Hosting customers may decide to cancel their account at any time and get a full refund if the cancellation request is made within 30 days of the official sign-up date according to our Money Back Guarantee Policy. To cancel an account, the customer must send an e-mail or a support ticket to the Sales Department and provide any authentication credentials requested by Lc Web Media Hosting. Any other form of cancellation request will not be accepted. Any incentives offered to customers upon sign-up will also be canceled. However, *domain name registrations or transfers, service upgrades and web hosting plan renewals* are treated as **non-refundable services** and cannot be canceled or refunded after being activated per customer request. The customer will be able to transfer his/her domains away to another host.

Late cancellations as well as accounts canceled by Lc Web Media Hosting due to TOS violations, in which the customer decides not to fix the violation, do not qualify for the 30 day money back guarantee.

All credit requests for VISA, MasterCard, American Express and Discovery payments are processed within 48 hours of the submission

of the refund request (by e-mail or ticket, as mentioned above). The funds will be credited back to your credit/debit card and affect your credit/debit card balance in accordance with the credit/debit card issuer's terms of service.

All credit requests for PayPal payments are processed within 48 hours of the submission of the refund request (by e-mail or ticket, as mentioned above). The funds will be credited back to your PayPal account and affect your PayPal balance in accordance with the PayPal's terms of service.

b. **MONEY BACK GUARANTEE POLICY**

Lc Web Media Hosting offers a 30-day money back guarantee. In case you are not satisfied with our hosting services, you can submit a refund request via a trouble ticket from the web hosting Control Panel, or an email to sales@lcwebmedia.com within 30 days of the account purchase, in order to receive full refund. **non-refundable services: all service upgrades and plan renewal services** purchased from the web hosting Control Panel, ***all single-year or multi-year domain registration or transfer services*** purchased upon sign-up or from the web hosting Control Panel. All domain registrations and domain transfers are final, do not include any money-back guarantee and will be subject to a fee that is calculated on the basis of the actual NON-PROMOTIONAL annual price of the purchased domains TLD, multiplied by the number of years of registration or transfer. The amount that will be credited back to you in accordance with our 30-day money back guarantee will not include the cost of all non-refundable services that have been purchased upon sign-up (i.e. you will be issued a partial refund on the original transaction if you have purchased non-refundable services for your web hosting account) A table containing the annual NON-PROMOTIONAL prices of the domain names offered by Lc Web Media Hosting is located in section 15-b of this legal document.

7. PAYMENT, CHARGEBACKS AND RETURNED CHECKS

- a. Lc Web Media Hosting contracts with VISA / MASTER CARD International, American Express Bank and Discover Financial Services for chargeback procedures, thus avoiding its merchant accounts involvement. When signing up for a web hosting service with Lc Web Media Hosting, customers agree to AUP (this document) and the specified Terms & Conditions in this document. Thus, Lc Web Media Hosting will utilize this document as an evidence for the customer's agreement in cases of a chargeback inquiry on behalf of the customer based on points that the client tries to refute after he accepted them at the time of the order.
- b. LiquidNet Ltd. will charge customers with fees based on the fee structure at the time of the sign-up process. LiquidNet Ltd. reserves the right to introduce changes to the packages when needed regarding price and set of features. This means that the current price list at <http://www.duoservers.com/> may differ from the pricing and features of the customer's account.
- c. When signing up for an account with Lc Web Media Hosting, the customer agrees to pay for the period of one year (365 days). Lc Web Media Hosting grants customers with 48 hours over the official payment period. In case that the payment has not been received, the account will be suspended.
Chargebacks are not considered as a way of refunding. Any customer who provides a credit card chargeback in response to a bill or order placed at Lc Web Media Hosting will be subject to collections and legal action. He/she will be charged \$30.00 USD,

because when signing up with Lc Web Media Hosting, customers accept these terms and conditions, thus agreeing to observe them strictly.

8. WARRANTIES AND REPRESENTATIONS

Lc Web Media Hosting provides hosting services on an "as is" and "as available" basis without warranties or representations for its offering. The company bears no responsibility for connection problems, in cases when customers' hosting with Lc Web Media Hosting confronts with service interruption issues.

9. FREE DOMAIN NAME PROMOTION

Lc Web Media Hosting occasionally runs a promotion offering FREE domain names to customers signing up for a new web hosting account. This special offer can only be valid for our PROMOTIONAL TLDs. However, if the money back guarantee option is used, the domain names must be paid (\$9.95 per year per domain name), since domain name registrations or transfers are non-refundable services, and cannot be cancelled or refunded after having been activated upon customer request. The domain name owner will have access to a domain management account, and will be able to transfer the domain name to another registrar.

10. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Lc Web Media Hosting Services, you will not use the Lc Web Media Hosting Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not attempt to gain unauthorized access to any Lc Web Media Hosting Services, other accounts, computer systems or networks connected to any Lc Web Media Hosting Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Lc Web Media Hosting Services. Lc Web Media Hosting reserves the right at all times to disclose any information as Lc Web Media Hosting deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of Lc Web Media Hosting. Lc Web Media Hosting is within the capacity to refuse service to unlawful parties. Lc Web Media Hosting servers can be used explicitly for legal purposes only and each attempt for taking indecent advantage of the servers inconsistent with the rules will be immediately rejected. In this light, Lc Web Media Hosting expressly forbids any breach of Federal, State or Local regulation, including, but is not limited to the transmission of: copyrighted material, material legally judged to be threatening or obscene and material protected by trade secrets. Lc Web Media Hosting management will thoroughly scrutinize any of the received orders and decide to their own discretion which of them do not comply with the officially stated requirements for use of the company's servers. Lc Web Media Hosting servers CANNOT be used for the propagation, distribution, housing, processing, storing, or handling in any way of lewd, obscene, adult OR pornographic material, or any other material which is considered impermissible by the company including, but not limited to - pornography, adult materials, satanic materials, and any other materials of an adult nature.

11. THIRD PARTY

Any dealings with third parties (including advertisers) included within the Lc Web Media Hosting Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. Lc Web Media Hosting shall not be responsible or liable for any part of any such dealings or promotions.

12. TERMINATION

You agree that Lc Web Media Hosting, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service if you violate these terms.

13. SERVICE DISCONTINUANCE

Lc Web Media Hosting reserves the right to discontinue delivering services and terminate this agreement for a certain period of time or indefinitely, with a prior notification. If the reason for this is a customer's failure to observe our Web Hosting Terms of Service, no refund will be issued to them for the unused period of their annual subscription with us. If the customer has not violated our Web Hosting Terms of Service - they will receive partial refund for the remaining days of the annual subscription with us.

14. YOUR RESPONSIBILITIES

You are solely responsible for the content of your messages. Using the Lc Web Media Hosting Service in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise) is prohibited. In consideration of your use of the Service, you agree to:

- a. Provide true, accurate, current and complete information about yourself as prompted by the registration form of the Service.

Maintain and promptly inform us to update Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lc Web Media Hosting has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lc Web Media Hosting has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

When signing up for an account with Lc Web Media Hosting, each customer agrees to submit correct and up-to-date contact details, meaning that when introducing any changes to this information, he/she is obliged to notify Lc Web Media Hosting in the course of a 10-business-day period after the changes become valid. The introduction of changes should be done online through customer's Control Panel, not via e-mail. This requirement is also in force for Lc Web Media Hosting - customers will always be aware of any contact information changes that the company places within its website. This way, a flawless communication process between both sides is guaranteed.

You will receive a password and account designation upon completing the registration process of the Service. You are responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur under your password or account. You agree to:

- i. immediately notify Lc Web Media Hosting about any unauthorized use of your password or account or any other breach of security.
- ii. ensure that you exit from your account at the end of each session.

Lc Web Media Hosting cannot and will not be liable for any loss or damage arising from your failure to comply with this.

Any Customer in violation of system or network security is subject to criminal and civil liability, as well as immediate account termination. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, e-mail

bombing, flooding deliberate attempts to overload a system and broadcast attacks. Forging of any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.

Harm to Lc Web Media Hosting Servers - any attempts for doing harm to a server or customer of Lc Web Media Hosting Services are explicitly banned

- i. Acceptable Use of Services / Acceptable Access to Services - Lc Web Media Hosting will immediately and resolutely react to any attempt of use of an Internet account or computer by a Lc Web Media Hosting customer unauthorized by the account or computer owner. Such attempts include "Internet scamming" (tricking other people into releasing their passwords and etc.), password robbery, security hole scanning etc. It DOES NOT matter whether the attacked account or computer belongs or not to Lc Web Media Hosting Services, the fraud will be subject to actions based on the very nature of the attack which could be a warning, an account suspension or cancellation and civil or criminal legal action.

CPU usage (or usage of the Central Processing Unit(s)) on the web server Customer's account is hosted on is subject to some regulations. That means that each hosting account can take advantage of up to 10% of the CPU power for no longer than 180 seconds at any given time or 4.5% (for the Business plan)/5.5% (for the Corporate plan)/7% (for the Enterprise plan) in the course of 24 hours. Lc Web Media Hosting strongly requires that customers be very judicious when using the CPU power for their accounts. Otherwise, we may suspend customer accounts in cases of registered impact on other accounts on the server or disturbance caused to the functioning of the server. If we do suspend an account, then its owner will be notified of that in consistence with the situation that this suspension may provoke. Then the account's owner may be required to upgrade to a dedicated or semi-dedicated web hosting solution. Possible alternative is a required reduction in the load and traffic that the customer's account gets. Lc Web Media Hosting reserves the right to block files or scripts that use CPU exceedingly and notify clients.

Customer agrees not to publish on or over its account any information, software or other content, which violates or infringes upon the rights of any others or which knowingly contravenes the laws of any jurisdiction in which such content is generally accessible.

Users are NOT allowed to send more than 150 e-mails per hour and/ or 1500 e-mails per day per hosting account.

Lc Web Media Hosting offers generous amounts of disk space and network bandwidth. The customers must not allow other websites or hosting servers to link to files stored in their hosting accounts, and thus steal network traffic. In order to escape unjust distribution of the resources, as well as possible sharing of illegal content, the Customers are not allowed to use their hosting accounts as a remote storage server only or solely for the purpose of sharing (un)archived images, programs or sound files. At least 80% of all files and/or total megabytes used (including MP3, WAV, RA, GIF, JPG, ZIP, RAR, but not limited to these file extensions) in each hosting account must be a part of actual, active website(s) content, i.e. all content files must have corresponding HTML or PHP files, which link to them. Furthermore, these files may amount to no more than 50% of the traffic that the Customer uses each month. If requested, the

Customer should prove that a given file is a constituent part of an actual page and not only stored on the server within 24 hours of the request.

MySQL usage: each database hosted on our system can be used only by the user who has created it. Another user, whose account is hosted on the same or on another server, cannot use the database created in your account. The MySQL database has a limit of 45 000 queries per hour. If you have reached 45 000 queries for a given hour, you will not be able to make any more queries. In the next hour you will have access to the database again and the counter will be reset. You can make maximum 15 simultaneous connections to a MySQL database.

The access and error logs for all client's hosts in an account should not exceed 500 MB in total.

Lc Web Media Hosting does NOT allow sites that provide any content, points of distribution, or 'links' to sites that:

- i. infringe on any third party's intellectual property or proprietary rights, or rights of publicity or privacy
- ii. violate any law, statute, ordinance or regulation
- iii. are defamatory, trade libelous, threatening, unlawfully harassing, abusive, pornographic or obscene
- iv. contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another
- v. contain or run proxy - proxy lists and any kind of proxy scripts (including, but not limited to php proxy and nph proxy)
- vi. concern in any way torrent trackers, clients or applications - Torrent trackers, clients or applications are not allowed to be hosted on our servers
- vii. have IRC bots - IRC bots are absolutely forbidden on our servers
- viii. contain Pirated or Hacking / Phreaking Software (Warez) - Any software that is copyrighted and not freely available for distribution without cost. ROMs, ROM Emulators and Mpeg Layer 3 files (MP3) all fall under this jurisdiction
- ix. have Adult Sites (content) - Any erotic or pornographic material, links to adult sites, or advertisements of adult sites.

SERVICE ACTIVATION AND CONTINUANCE TIMESCALES

Lc Web Media Hosting provides services to clients on a global scale whose distribution through the Internet makes them equally accessible to everyone everywhere in the world. The services for newly signed up clients are activated immediately after our Sales Department gets in touch with the payer over the phone to verify the payment details (this is demanded because of the high fraud activity, spreading online). The payment verification procedure is compulsory and if we fail to approve the transaction within 48 hours of the payment submission, the funds will be credited back to the payer and the order will be canceled.

The services for existing customers, including upgrade services and renewals, are activated immediately after our Sales Department receives the corresponding payment.

- a. **Shared Web Hosting Accounts Timescale.** The newly-created shared hosting accounts with Lc Web Media Hosting are valid for 1 year. They can be renewed for another year that will be added to

the official expiration date of the account. All other account upgrades, purchased from the web hosting Control Panel, are valid and will be functional till the final expiration date of the corresponding web hosting account.

- b. **Domain Name Registration Timescale.** Lc Web Media Hosting offers registration of the following TLDs (Top Level Domains), purchased together with a shared hosting account (PROMOTIONAL) or ordered separately as an upgrade from the web hosting Control Panel (NON-PROMOTIONAL). The table below displays the minimum and maximum registration periods, as well as the annual NON-PROMOTIONAL prices:

tld	min/max period of registration @ min period price
.com	1-10 years @ \C.22 per year
.net	1-10 years @ \C.22 per year
.org	1-10 years @ \C.22 per year
.info	1-10 years @ \C.22 per year
.us	1-10 years @ \C.22 per year
.eu	1 years @ \C.36 per year
.com.mx	2 years @ \C2.33
.ca	1-10 years @ \C.17 per year
.biz	1-10 years @ \C.22 per year
.tv	1-10 years @ \C.23 per year
.cc	1-10 years @ \C.86 per year
.name	1-10 years @ \C.36 per year
.net.cn	1-5 years @ \C.86 per year
.org.cn	1-5 years @ \C.86 per year
.org.tw	1-10 years @ \C.42 per year
.de	1-10 years @ \--
.co.uk	2 years @ \--
.cn	1-5 years @ \--
.org.uk	2 years @ \--
.in	1-5 years @ \--
.me.uk	2 years @ \--
.com.tw	1-10 years @ \--
.com.cn	1-5 years @ \--
.me	1-10 years @ \--
.idv.tw	1-10 years @ \--
.asia	1-10 years @ \--

SERVICE EXPIRATION AND RENEWAL

The hosting service is active for one year (365 days). After that period of time, the account will be automatically suspended until the Customer renews it by paying the anual subscription. In case the Customer does not

renew his hosting account, it will remain BLOCKED. The account's data will be kept for two months, after that it will be permanently deleted.

The redemption period is a registry level period of up to 30 days that occurs when a domain name is deleted after it expires without being renewed. Instead of just being deleted and returned to the pool of domain names available for registration, the registry holds the name in a REDEMPTION PERIOD. During this 30-day period, the original domain registrant may retrieve the domain name from deletion for an additional fee by contacting the registrar.

This extra 30-day period extends the time available to renew expired domain names. However, all names that enter the redemption period are removed from the zone files (the list of domains currently in the global DNS); therefore, any web site or e-mail services associated with the domain name will stop working.

After the 30-day redemption period there is a 5-day pending delete phase. When a domain is in this phase no one can retrieve the domain and it cannot be registered. After the 5-day pending delete phase the registry will release the domain name back into the public pool of available domain names.

We strongly recommend that you renew your domain registration before the domain name is placed in redemption. If your domain name is placed into redemption, we cannot prevent the zone files being removed from the DNS and your web site and any associated services will cease to work.

We can assist in retrieving your domain only if your domain was registered with us. If your domain was registered with another registrar, you must contact that registrar for information regarding retrieving your domain name. You will be charged with a REDEMPTION FEE of \$190.00 USD for the domain registration renewal.

**CUSTOMER WEBSITE; E-COMMERCE; CUSTOMER WARRANTIES/
GUARANTIES**

- a. When buying an allocated space on Lc Web Media Hosting servers, customers agree to be fully responsible for the development, operation and maintenance of their web site, online store and e-commerce activities within that space. Each customer is in charge of all the products and services as well as of all contents and materials appearing online, including:
 - i. the accuracy and relevance of Customer Content and content and material showcased in its store or on its products
 - ii. certainty that the Customer Content and content and materials appearing in its store or on its products do not violate or infringe upon the rights of any person
 - iii. certainty that the Customer Content and the content and materials appearing in his/her store or on his/her products are not calumnious or somehow illegal. Customer is the only one in charge of approving, processing and filling customer orders and of taking care of customer requests or complaints. Customer is the one in charge of the payment or satisfaction of any and all taxes related to his/her web site and online store.
- b. Customer bears the responsibility for ensuring the security and confidentiality of any customer data (including, without limitation,

customer credit card numbers) that he/she may receive in connection with his/her web site or online store.

- c. Each Customer guarantees to Lc Web Media Hosting that he/she owns or possesses the right to use the Customer Content and its material, including all text, graphics, sound, music, video, programming, scripts and applets. Each Customer warrants to Lc Web Media Hosting that the use, reproduction, propagation and transmission of the Customer Content and any information and materials contained inside do not, and will not:
 - i. infringe or abuse any copyright, patent, trademark, trade secret or any other proprietary right of a third party
 - ii. break any criminal laws or manifest false advertising, unfair competition, vilification, privacy intrusion; violate a right of publicity or violate any other law or regulation. Each Customer empowers Lc Web Media Hosting to reproduce, copy, use and propagate all and any part of the Customer Content for ensuring and operating the Services. Lc Web Media Hosting is granted the right to assess the extent these operations need to be done.

TORTUROUS CONDUCT

Any case of indecent treatment towards a Lc Web Media Hosting employee will be considered inappropriate. Each Customer is anticipated to conduct a professionally mannered communication with Lc Web Media Hosting employees regarding any requests for help through e-mail or by means of the Ticket Desk Support System. Each Customer should avoid applying any forms of written emotional outburst or cursing. Any attempts of deliberately undermining behavior will be interpreted as a breach of this TOS. Other acts of treatment towards Lc Web Media Hosting employees that will be considered as unacceptable include any verbal, oral, written or delivered by a second party threats addressing Lc Web Media Hosting or any of its employees, partners, equipment, and concerns. Any forms of such threats will be interpreted as a breach of this TOS. Lc Web Media Hosting keeps the right to assess which behavior will be treated as a breach of this TOS and to give no refunds to the users whose accounts have been suspended for violating the aforementioned rules.

SPAMMING IS PROHIBITED

We will determine in our sole discretion whether any of the messages you send are spam. For your information, spamming generally includes, but is not limited to:

- a. the sending of unsolicited messages in bulk, or the sending of unsolicited e-mails, which provoke complaints from recipients
- b. the sending of junk mail
- c. the use of distribution lists that include people who have not given specific permission to be included in such a distribution process
- d. posting commercial ads to USENET newsgroups that do not permit it
- e. posting articles containing binary encoded data to non-binary newsgroups
- f. excessive and repeated posting of off-topic messages to newsgroups
- g. excessive and repeated cross-posting
- h. e-mail harassment of another Internet Customer or Customers, including but not limited to, transmitting any threatening, libelous or obscene material, or material of any nature which could be deemed to be offensive
- i. the e-mailing of age-inappropriate communications or content to anyone under the age of 18
- j. "Spamming" is considered as explicit misuse of ethical principles and will be interpreted as a violation of them

- k. The maximum number of allowed e-mail messages sent per hour is 150 and/or per day - 1500. The maximum number of recipients to one email is 50 and each recipient will be counted as a different email sent. The maximum number of emails sent via a mailing list is 1500, or one email to 1500 subscribers, respectively. There are no exceptions to these rules. Every customer who is sending more than 150 e-mail messages per hour and/or 1500 e-mail messages per day needs a dedicated server and cannot use a shared hosting account.

COMPLAINTS PROCEDURE

Lc Web Media Hosting is dedicated to providing the highest levels of customer service round the clock. If you feel dissatisfied with any aspect of our service, you are strongly encouraged to make use of our complaints procedure detailed below.

In order to file a complaint, please send an email to complaints@duoservers.com, specifying the nature of the problem you are facing. Please provide as many details about your particular case as possible. The more we know about your situation, the more prompt and adequate our resolution will be.

Here are the steps for addressing every single complaint:

1. Lc Web Media Hosting will confirm receipt of your complaint in writing, confirming that the complaint will be addressed without delay. Lc Web Media Hosting reserves the right to refuse to investigate a complaint that is obviously frivolous, abusive or offensive.
2. A Lc Web Media Hosting Customer Care representative will review your situation, look for an appropriate solution and will inform you of the timeframe within which a response should be expected.
3. If a Lc Web Media Hosting Customer Care representative can't resolve your complaint within the pre-announced period, your complaint will be escalated to a Customer Care manager.
4. If the Lc Web Media Hosting Customer Care manager can't resolve your complaint, it will be forwarded to the Company Director, who will investigate the case to ensure that all necessary measures have been taken and will respond in writing within two working days and reply with a solution within five working days.
5. An alternative complaint method is submitting a fax to the following number: +1-510-868-6446

NEWS RELEASES

Forward Looking Statements: these refer to any predications within this website that are not based on objective facts and express expectations with regard to forthcoming events. Such statements cannot be treated as reality-based because it is possible that they happen to deviate from actual circumstances. Forward Looking Statements can be recognized by the availability of indicative words such as "believes", "anticipates," "plans," "may," "hopes," "can," "will," "expects," "is designed to," "with the intent," "potential". However, their availability is not a compulsory requirement for a forward-looking statement to be treated as such.

FORCE MAJEURE CIRCUMSTANCES

Lc Web Media Hosting will be in an off-liability position as regards the failure or delay in doing its professional duties in consequence of circumstances beyond its control. Such circumstances could be provoked by acts of any governmental body, war, rebellion, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in

telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provisioning of the Services. This agreement constitutes the whole act of convention between the parties with regard to the agreement signed between them. It is not subject to any amendments, modifications, or any other alterations with the exception of changes introduced through a written instrument that is signed by the party to be charged.

- a. This Agreement shall be interpreted in consistence with the laws of the State of Florida, US.
- b. This Agreement shall be in force and effect entirely to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. - The captions and headings contained in this TOS are aimed at facilitating the text comprehension. They are not a part of the very Agreement, and shall not limit or construe the provision they refer to. - This Agreement may be executed in counterparts, which will be considered as original.

COPYRIGHTS

Copyrighted material must not be placed on Customers' accounts without the permission of the copyright owners or people that are specifically authorized by the copyright owners. Only copyright owners or people specifically authorized by them may upload copyrighted material to the account. Upon our receipt of a notice of a claimed copyright infringement containing the above information, after confirmation we will promptly remove the allegedly infringing material from the Services and carry out further procedures if necessary. We will assume no liability to any Customer of the Services for the removal of any such material.

Please report any violations of the Terms of Service and the [Domain Name Dispute Resolution Policy](#) to abuse@duoservers.com.

CUSTOMER SERVICE CONTACT DETAILS

To get in touch with our Customer Service - please use any of the options listed below:

1. Open a Ticket from the Web Hosting Control Panel (from section Help Center->Open New Ticket)

ASSIGNMENT

Customer shall not have the right to assign this Agreement without the written permission of Lc Web Media Hosting. This Agreement shall be in force and effect to the total benefit of Customer and Lc Web Media Hosting and their successors and permitted assigns.