



globalcreative

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***server*terms&conditions**

TERMS OF SERVICE

Global Creative provides World Wide Web page hosting. Global Creative reserves the right to suspend or cancel a customer's access to any or all services provided by Global Creative when Global Creative decides that the account has been inappropriately used or otherwise.

SERVER USE

Web-hosting services are to be used by the primary owner only. Account holders are not permitted resell, store or give away web-hosting services of their web site to other parties. Web hosting services are defined as allowing a separate, third party to host content on the owner's web site. Exceptions to this include ad banners, classified ads, and personal ads.

Global Creative reserves the right to refuse service and /or access to its servers to anyone.

Global Creative do not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

Adult Material - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Global Creative.

WareZ - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

UNLIMITED USE POLICY

High bandwidth usage: Global Creative offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Global Creative may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Global Creative reserves the right to impose the High Resource User Policy for the consideration of all customers.

HIGH RESOURCE USER POLICY

Resources are defined as bandwidth and/or processor utilization.

Global Creative may implement the following policy to its sole discretion:

When a web site is found to be monopolising the resources available Global Creative reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Global Creative continues hosting the web site for an additional fee.

PAYMENT POLICIES

All accounts are set up on a prepay basis. Although Global Creative reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of prepayment. Payment is due each anniversary year or month following the date the account was established. Customers will automatically be billed again after the end of their prepay period unless closure notification has already been given. In situations where balances remain unpaid Global Creative reserves the right to suspend services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a written cancellation request.

CANCELLATION AND REFUNDS

Global Creative reserves the right to cancel the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership, minus domain name costs or other third party services. If a customer contravenes Global Creative' terms of service a refund will not be issued in the event of a cancellation.

Customers wishing to cancel any web-hosting services, need to do so in writing at least one month before these services expire, fees paid for the remaining period of the service is non-refundable. In addition some services incur set-up fees, these charges are also non-refundable. Domain Transfers are subject to an administration fee. All cancellations are confirmed via email by Global Creative.

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold Global Creative harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Global Creative, 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. Customer agrees to defend, indemnify and hold harmless Global Creative against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Global Creative' server; (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 customer from Global Creative' server.

DISCLAIMER

Global Creative will not be responsible for any damages your business may suffer. Global Creative makes no warranties of any kind, expressed or implied for services we provide. Global Creative disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by Global Creative and its employees. Global Creative reserves the right to revise its policies at any time.