

The necessary but "Boring Stuff" On Hosting

HomePageOnline.com provides dedicated web hosting to clients and has a responsibility to protect each client and to provide the best services available. The following guidelines were designed to ensure that these obligations are met.

Content

All services provided by HomePageOnline.com 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 or other statute. The subscriber agrees to indemnify and hold harmless HomePageOnline.com from any claims resulting from the use of the service that damages the subscriber or any other party.

All pornographic content and sex-related merchandising is prohibited on all HomePageOnline.com servers. This includes sites that may infer sexual content or links to adult content elsewhere. HomePageOnline.com will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to HomePageOnline.com servers or any other server on the internet. Links to such materials are also prohibited.

Housing of any of the following files is considered a violation of the terms of service and are subject to immediate termination;

- Pirated software
- Hacker programs or archives
- Warez sites
- Adult Sites
- Game Server (We can provide you with dedicated server's for gaming sites)

HomePageOnline.com will be the sole arbiter as to what constitutes a violation of this provision.

Background Running Programs

We ask that users request permission before enabling persistent background processes of substantial load.

Server Abuse

Any attempts to undermine or cause harm to a HomePageOnline.com server or subscriber of HomePageOnline.com is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
- Interfering with, intercepting or expropriating any system, data or information
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

You will be held responsible for all actions performed by your account whether it be done by you or by others.

All sub-networks of HomePageOnline.com and all dedicated servers must adhere to the above policies.

Commercial Advertising – E-mail

Spamming, sale of spam software, providing access for spam, or the sending of unsolicited e-mail, from an HomePageOnline.com server or using an e-mail address or domain that is maintained on an HomePageOnline.com machine as reference is STRICTLY prohibited.

HomePageOnline.com will be the sole arbiter as to what constitutes a violation of this provision.

- IRC

IRC or IRC bots may not be operated on our servers at this time.

- Server Abuse

Any attempt to undermine or cause harm to a server or customer of HomePageOnline.com is strictly prohibited.

- Refusal of Service

We reserve the right to refuse, cancel or suspend service at our sole discretion.

All Sub-Networks, distributive hosting sites and dedicated servers of HomePageOnline.com must adhere to the above policies.

Failure to follow any term or condition will be grounds for immediate account deactivation.

Network Uptime Guarantee / Scheduled Maintenance and Downtime

HomePageOnline.com will use its commercially reasonable efforts to provide services 24 hours a day, seven days a week. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond HomePageOnline.com's control or which are not reasonably foreseeable by HomePageOnline.com, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures.

HomePageOnline.com will provide at least 48 hours advance notice to the subscriber for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. HomePageOnline.com has no responsibility for downtime resulting from a user's actions. Also, the 100% network uptime guarantee does not apply for shared accounts.

Please check our website NEWS for Maintenance and Downtime schedules if any.

Backups

All services such as backup and Cpanel are provided for the courtesy of the subscriber. It is the sole responsibility of the subscriber to maintain the subscriber's own backup of any data. HomePageOnline.com, Inc. **is not responsible** for lost data or for lost data due to third party software that is not maintained by HomePageOnline.com, Inc. programming staff. (Cpanel is not associated with HomePageOnline.com, Inc.)

If you are interested in a backup solution for your local network we suggest you look at [RealTime Backup Software](#).

Account Setup, Termination, and Billing: (via Credit Card)

The account will be charged on the day the order is processed, regardless of the account billing date. The account will not be charged again until the next month's billing cycle. Billing dates are on the first and 15th of every month.

Check Orders:

Accounts for subscribers who wish to pay by check will be setup when the check is received by HomePageOnline.com, Inc. Check customer's are required to pay 6 months in advance.

Past Due Accounts:

Accounts will be disabled if payment is not received within 3 days of the due date. (Or credit card is declined and no replacement has been given) If your account has been disabled, you may be charged a reconnection fee of up to \$10 in order to re-enable your account.

Termination of accounts due to overdue payment: If the account is not paid within 30 days of the invoice date, the account will be terminated and all information within the account will be deleted.

Cancellation Procedure:

We require a 30 day NOTICE via FAX. (928)441-1451 or (210)481-3396 x 118 or Email with proof of confirmation from HomePageOnline.com along with proof of account ownership. You may also log in to your client portal and cancel the account at anytime. Please note that domain registrations and pro-rated days will not be refunded.

Valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, billing information in the form of a partial credit card number or other payment information, or the billing password.

Domain Name Transfers:

Even though we are more than happy to help, HomePageOnline.com shall not be held responsible for domain transfers. The account holder is responsible for completing any necessary domain name transfers.

Limitation of Damages

Recovery of damages from HomePageOnline.com may not exceed the amount of fees it has collected on the account.

General Terms, Policies & Pricing

Terms Of Service are subject to change without any prior notification.