

## **Terms of use**

Hostbite in any case can not be responsible to anyone for any damages - direct, indirect, incidental, special or consequential, that was created using our services.

Price will not increase after you pay for our services.

Price can decrease after you pay for our services.

Hostbite reserves the right to change the terms of use, with no obligation to inform you about the change.

Domain Registration is done after the application of payments.

Hostbite reserves to register a domain in the name of user.

The user can transfer the domain to the second Registry under the condition that there is no debt to HostBite.

The user has the right to use the various scripts and programs on his site under the condition that it will not use more than 20% of the server resources for more than 60 seconds.

HostBite has the right to refuse the inappropriate user service.

HostBite is obliged to regularly install new scripts and protections to ensure optimal operation of the server and prevent hacker attacks.

When these changes happen, some user scripts may stop functioning. The user must change, customize or update scripts to function with the new version of Apache, PHP, MySQL, etc... HostBite can provide general guidelines and recommendations.

If HostBite changes the user page, unless user requested, user can charge Hostbite.

It is your responsibility to ensure your scripts and files are secure and that are permissions of directories set properly.

Our servers are Web Servers, not Web application servers.

HostBite will not give support for errors on the web site (including scripts from script installer Installatron) that are not in connection with a server.

## **Privacy Policy:**

Hostbite will not collect personal information from you, except those that have provided voluntary basis.

To use this site and offered services, you may be asked to provide some personal information.

HostBite in any case will not disclose your personal information to third parties without your prior permission.

HostBite can use information about the services that you purchased from us in the personal Internet marketing and promotional purposes.

HostBite reserves the right to change the Privacy Policy, without having to inform you about the change.

## **Shared hosting:**

The user is responsible for all actions of the hosting account, such as user name and password. If we notice that your password is not secure enough (long), Hostbite will change it and notify you. HostBite will support user for its products such as control panel, payment, and domain registration.

The owners of shared hosting account can NOT resell it to other users. If that happens, your account

will be terminated without notice.

If the owner of "Multi package" has over 3 hosted web sites / domains, all domains must be on our domain registrar, not directed by DNS and IP from other registrar. Otherwise "Multi package" hosting account will be limited to 3 domains.

### **Reseller hosting:**

Resellers are responsible for supporting their clients. HostBite will not provide support to our Resellers clients.

If one of the resellers client is not following the rules of shared hosting HostBite will suspend him.

### **Forbidden on Shared hosting accounts:**

IRC Bots, Proxy Script / Anonymizers, piratical software, pirated images, archiving documents (music, videos, images), distribution sites, mirror, banner-ad services (similar to rapidshare, Photobucket, or commercial banner ad rotation), data hosting services, affiliate servers, topsites, commercial radio Stations, investment sites (FOREX, egold Canadian), AutoSurf sites, any programs related to the banking business, lottery sites, game sites (miniclip, Omerta), hacker sites, or sites that promote illegal activities, IP search, Spam script, commercial radio stations, adult sites, web sites that display or link to an illegal sites will be banned.

### **Backup:**

Every user has the option to backup data.

HostBite will not charge users for backup services.

HostBite is not responsible for loosing user backups.

### **Loss of Data base:**

HostBite is not responsible for loosing user data base.

### **Payment:**

Payment can be made through PayPal.

Surplus funds will be run as loans and will be deprived of the following generating invoices.

Hostbite reserves the right to change the monthly price at any time, but with the notice within 14 days.

The user must pay every monthly web hosting invoice , otherwise, his account will be terminated.

Hostbite reserves the right to revoke your account without notice.

## **Abolition and refund:**

Hostbite reserves the right to revoke a user account at any time.

Every user who is sending spam will be suspended without notice.

Hostbite reserves the right to suspend and revoke your account if you use it for archiving files and discompose others on shared hosting.

Hostbite reserves the right to revoke any account that contains in itself illegal things.

Any site with pornographic content will be terminated.

Any site that include pornographic material with children under 18 years will be suspended or terminated without prior notice. The user can terminate account at any time. Refund can be requested within 30 days after the first invoice payment. You can ask for refund by sending an email to email with the reasons of refund.

Refund applies only to web hosting package with monthly billing cycle.

Payment for domain name registration, ID protection, are not refundable.

If your account is suspended on the occasion of breaking the conditions privacy, refund is impossible.

Only accounts that are first registered with us acquire the ability for a refund.

## **Use of resources:**

User can not occupy 20% of resources for more than 60 seconds.

The user can not use IRC on your site

Can not use illegal torrent application, or save them on the shared hosting servers.

Can not use resources for the exchange of files (peer-to-peer)

Use shared hosting for raising various Gamer server such as. counter strike, battlefield, half life ...

## **Price change:**

Price of hosting packages could grow only if the dollar exchange rate grow, we can at any time to increase or decrease the prices of services on [www.hostbite.us](http://www.hostbite.us).

## **Refund policy:**

Costumers may request refund only if the first invoice is paid.

Money will be refunded 30 days after payment through PayPal.

Only first time accounts are eligible for a refund.

Payment sent via Bank transfer are non-refundable. Funds can be added as a credit on you hosting account.

## **Disclaimers:**

Hostbite will not be liable for any damages inflicted to your business. The user can receive compensation in the amount of one that is paid in the last 60 days.

Hostbite is not responsible in any case for your files and services. You take the full responsibility for files and services moved to the hostbite server.

Hostbite disclaims charge to pay for services not delivered, wrong delivered services caused by Hostbite employees.

Hostbite will not give technical support for errors that have been made inside of Joomla (configuration of Joomla), errors that are not related with server. If an error is related with server we will give technical support.

### **Transfer:**

We will transfer domain from other registrar for free.

We will not transfer your web site.

We will support you in transferring web sites.

### **Affiliates:**

Earned money will be sent to your PayPal account.

For each discrimination of the program you will be suspended without notice.

Commissions are paid on a one-time basis for each new account purchased via your coded URL.

There will be no obligation to pay any other commission.

Commission rate for active referral is 65\$.

Commissions are paid on new accounts only (current or previous customers of the company are not eligible) and not on any subsequent renewal or subsequent sign ups of a referred customer.

A commission is not finalized until it becomes a Qualified Commission, even after the payment of a commission has been made.

A "qualified commission" for referred shared hosting users is one for which the new account which is the subject of the commission has remained in good standing continuously for at least 30 days from its inception.

A "qualified commission" for referred reseller users is one for which the new account which is the subject of the commission has remained in good standing continuously for at least 90 days from its inception.

Referrals that issue a credit card charge back will be reversed.

Referrals that are found to be fraudulent (false information, fake/stolen credit cards etc.) will be reversed.

HostBite shall make all decisions as to whether any commission is a "qualified commission".

Your affiliate account is eligible for payment only if it has made at least one sale.

Affiliates are responsible for ensuring that their tracking code is working properly before sending traffic to our website.

Commission is not eligible if you buy web hosting or domain name for your needs through your affiliate link.

You may use banners, text ads and/or links to promote our website, however you can not SPAM, this will result in your immediate termination of the program.

You may not purchase a domain and set it to forward directly to our site using your affiliate link.

If at any time after a commission has been awarded and/or paid and the related customer's account is terminated or canceled, for any reason, this commission will be revoked and subtracted from any

standing or future commissions account balance you may have.

HostBite will not compete with affiliates on any PPC program.

HostBite will give support to affiliates.

HostBite will reward affiliate with 5\$ if he/she refer another active affiliate. Active affiliate is an affiliate who has made at least 1 sale.

Affiliate accounts generating a large number of fraudulent accounts will be deactivated.

Your account WILL BE DEACTIVATED and commissions set to \$0 for failure to comply with the Affiliate Terms and Advertising Compliance contained herein.

Affiliate accounts may be deactivated at any time without warning or notice.

### **Changing terms of use:**

Hostbite reserves the right to change the terms of use at any time.

(END of Terms of Services)