Terms of **Service**

Amohost.net provides web hosting to clients worldwide, and we have a responsibility to protect each client and to provide the best services available. All clients of Amohost.net are subject to the following terms of service:
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Indemnification Policy

You agree to use all Amohost.net services and facilities at your own risk. Amohost.net specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Amohost.net be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold Amohost.net harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Amohost.net, 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, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Amohost.net against liabilities arising out of Any injury to person or property caused by any products sold or otherwise distributed in connection with Amohost.net's server.

Amohost.net reserves the right to intervene with any of the sites hosted on its servers in the interest of its customers. Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party Copyright infringement any defective products sold to customer from Amohost.net's server. Amohost.net shall be the sole judge of what violates this Policy.

Ordering

All orders must include your real name, address, phone number and email address. Providing false information may result in immediate termination of all your accounts without refund.

Orders are deployed in the order in which they are received.

Payment is expected at the time the order is placed. Failure to complete payment will result in the order being discarded by our system after 24 hours.

Your renewal date is automatically adjusted to the date your service is put online.

Payments and **Billing**

At this time we bill monthly and annually, depending upon the plan.

We accept Bank Transfers and PayPal only at this time.

Late Payments

Invoices are generated 10 days before the date they are due. Email reminders are sent at 10 days before the due date via email.

All accounts are billed according to the dates they were first activated on. If you will not pay for service renewal in **1 day** after due date, your account will be suspended and **30% of service cost (Min 10 USD)** will be added as late/reactivation fee. If you will not pay for service renewal in **3 days** after deactivation, your service will be terminated. You will receive an email reminder 24 hours before deactivation.

Refunds (Charge-Backs)

No Services rendered by Amohost are eligible for a refund. Prepayments and account credit are ineligible to be refunded, or transferred to alternate accounts. Any and all charge disputes must be reported directly to Amohost within thirty (30) days of the date which the charge originally occurred. If a charge which is deemed valid by Amohost, and validated by our Terms of Service or AUP, is disputed to a financial institution by performing a charge-back, then the client agrees to pay an 'Administrative Fee' of $250 in addition to original amount of funds which were reclaimed.

Cancellations

To avoid cancellation fees and termination fees, you may cancel your own service at any time **before the invoice due date**. Your service is removed and recycled within 24 hours. Once you have cancelled your own service, that service cannot be put back online and all client data will be destroyed immediately.

Fraud

In the event fraud is discovered the fraudulent account, and all related accounts, are subject to immediate suspension or termination at the sole discretion of Amohost. All information available to Amohost about the fraudulent account/service shall be submitted to both local authorities, as well as any financial institutions involved. All fraudulent orders are investigated, and all fraudulent clients will be prosecuted to the fullest extent of the law, whether within the United States, or abroad.

Spam / Mass Mailing

Amohost reserves the right to deny mail delivery from any services hosted on our network if they are believed to be involved in SPAM or SPIM activities. This includes spam support services such as DNS or spamvertised web sites.
Our abuse department will locate abusive services based on our public blacklist monitoring system, abuse reporting from external networks, and other means.

Amohost reserves the right to refuse services to any client whose account(s) have been fined or terminated for abuse-related activities. If an IP range or IP address has been blacklisted as a result of excessive abuse reports, Amohost reserves the right to issue a fine of $250 and immediately terminate the service.

We require client response to ALL abuse tickets within 24 hours of the ticket being opened. Based on abuse score service will be suspended or filtered within the first 24 hours of an abuse ticket being opened or not. If a response is not received within defined hours, or the server is determined to be abusive (or likely to be abusive in the case of spam blacklistings) after the ticket is opened, our abuse technicians may filter or disable ports or IPs assigned to the server temporarily to prevent further abuse until a response is received or terminated or longer-term port filters as some blacklistings can take several weeks to time out or be removed.

Anyone caught SPAMMING or violating our Acceptable Use Policy may be terminated without warning and with no refund.

Malwares / Viruses / Attacks

Any Service or website which contains any type of malwares, software viruses, trojan horses, worms, time bombs or any other computer codes, files or programs designed to interrupt, destroy, impair or limit the functionality of any computer software, hardware, telecommunications equipment or other device or equipment is not allowed and service will be terminated without warning and with no refund.

Piracy, hacking, Attacking, cracking, phreaking, pyrotechnics, exploitive software or text that educates or encourages this activity and/or use are not allowed and service will be terminated without warning and with no refund.

Adult Contents

Amohost.net is considered family-safe, which means that publishers aren't permitted to place contents on services which contain pornography, adult, or mature content.
If your site has content which you wouldn't be comfortable viewing at work or with family members around, then it probably isn't an appropriate site to be host by Amohost.net. Please note that we also don't allow any type of advertisements on our Services such as banners, text ads, etc which include adult contents.

DMCA Complaints

Amohost handles all Digital Millennium Copyright Act (.DMCA.) complaints, and will thoroughly investigate each complaint received. Amohost reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation.

Users who violate this policy and fail to resolve the situation within 24 hours agree that in addition to these administrative penalties, they will pay Research Fees' not to exceed $75 per hour that Amohost personnel must spend to investigate the matter, to be charged only if claims are found to be valid.

Support

Amohost provides hardware support related to each direct client's service functioning. Amohost does not offer software support of any kind in unmanaged services. Amohost does not provide software support/troubleshooting for the software items chosen from the order form in unmanaged services.

Amohost is not responsible for any downtime associated with the incorrect configuration of operating system kernels or any software, whether installed by Amohost or the client in unmanaged services. Amohost provides enhanced software support for an additional fee (Managed Services). Please contact sales or support for enhanced support pricing. Each client is eligible for one (1) complimentary operating system (.OS.) reload per billing cycle; each additional OS reload is $75 per reload. Amohost does not provide any type of support to the clients of our clients (third party clients). Amohost will only provide support directly to clients of Amohost.

Support is by email or ticket system. This insures that communication can be tracked and documented.
Opening multiple tickets for the same issue within a short period of time constitutes abuse of our support ticket system and may result in suspension or termination of services.
Swearing, threats and other abusive language will not be tolerated and may result in account termination without refund.

Service Level Agreement (SLA)

1. We anticipate our services to be available 100% of the time.

2. A service disruption occurs when your server is completely offline for more than 15 minutes due to a fault in our networking or power infrastructure.

3. Disruptions caused by the hardware or software of the server itself it not covered by this SLA.

4. Disruptions caused by planned or unplanned maintenance are not covered by this SLA.

5. Disruptions caused as a result of actions taken by our abuse/security department are not covered under this SLA.

Limitation of Liability

You are solely and fully responsible for the contents of your account. Any and all repercussions will be borne solely by you as the account holder.
Amohost.net shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Amohost.net servers going off-line or being unavailable for any reason whatsoever. Furthermore, Amohost.net shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Amohost.net servers. All damages shall be limited to the immediate termination of service.

Changes to Terms of Service and AUP

Amohost's Terms of Service and AUP are both subject to change at any time and without notice at the sole discretion of Amohost. A change in policy shall not be grounds for early contract termination or non-payment. Client recognizes that the nature of the service supplied and the initial rates and charges have been communicated to the client. The client is aware that from time to time rates may change based on availability of hardware, overall market conditions or other factors. Clients will be notified of any increases in rates or charges prior to the billing renewal date on which such increases will take effect.