

# Disclaimer, Privacy, Terms of Service

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[Click Here for our Privacy Policy Web Hosting Terms of Service Agreement:](#)

All customers must abide by the following Terms and Conditions of service:

## WEB HOSTING SERVICE AGREEMENT

This Web Hosting Agreement (this "Agreement") sets forth the terms and conditions of your use of Lone Wolf Host for web hosting services. You certify that you are at least 18 years of age. To become our account holder, you must read and agree to be bound by all terms and conditions of this Agreement and the fee schedules on the Online Order forms and any policies that are or may be published by us. This Agreement will become effective when any account order is placed and accepted. If by posting notice in advance at a web page available on our web site we may modify the terms and conditions of this Agreement or the prices of its services, as well as discontinue or change the services offered. You will be bound by the modified Agreement, prices and/or policies if you continue to use the services whether notice is posted or not.

### 1. Scope of Services and Your Obligations

1.1. This Agreement defines the terms and conditions of our services as offered by Lone Wolf Host and used by you, including the provision of web hosting services on our servers and connectivity to the Internet (the "Services"). We will provide the Services for the amount of server storage space selected in exchange for payment of fees and full compliance with the terms and conditions of this Agreement. In performing the Services, we maintain control and ownership of any and all Internet protocol ("IP") numbers and addresses that may be assigned to you and reserves the right to change or remove any and all IP numbers and addresses at its sole discretion.

1.2. You are responsible for producing, electronically uploading and maintaining HTML files, execution scripts, applets and applications (the "Upload Materials") to your website, and you hereby warrant that all Upload Materials shall be owned or properly licensed by you and shall not adversely impact the Services or violate any rights of any third parties. You are responsible for ensuring that all Upload Materials will function properly and as intended. You are responsible for all activity originating from your website, unless proven to be a victim of outside hacking or address forgery. You assume responsibility for all material on your website that may be put on by a third party (such as the usage of Free For All links pages). Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols, and software, which can vary depending on your anticipated use and desired content of your website, and includes, but is not limited to, the following: web publishing requires knowledge of HTML, properly locating and linking documents, FTPing web contents, graphics, text, sound, image mapping, etc.; FrontPage web publishing requires knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability; CGI-scripts requires knowledge of the UNIX environment, tar & gunzip commands, Perl, CShell scripts, permissions, etc.; and mail requires knowledge of use of mail clients to receive and send mail, etc. You acknowledge that you have the necessary knowledge to create, modify and maintain your website. We assume no responsibility to provide you with such knowledge.

1.3. In connection with the Services, we may provide for your use certain tools and software, including, but not limited to, certain specialty scripting software and/or certain programming language software for designing websites (collectively, the "Tools"). Access to these Tools may be accessed via your Control Panel. To the extent that such Tools are provided to you, you are granted a nonexclusive, nontransferable license to use the Tools in object-code form only for your internal use, solely in connection with the Services provided under this Agreement. Script support or other "how-to" services are not provided. It is the responsibility of the user to become learned in setting up and administering their account including script installs, file permissions, uploading procedures, etc. All script engines are checked many times per day to be sure that they work server wide. Support will be strictly limited to making sure that running scripts is possible by running our test script. Lone Wolf Host staff or other members may however be able to answer script or how-to related questions posted to our forum for the benefit of all users.

1.4. We reserve the right to monitor our systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself or its accountholders or for any other reason it in good faith deems necessary. We will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity it becomes aware of. It is not our intention that our Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.

1.5. You agree to comply with the requirements of the CDA and the Digital Millennium Copyright Act (the "DMCA") and acknowledge that we are a "service provider" under the DMCA and are therefore immune from liability under the DMCA, including 17 U.S.C. § 512. Consistent with the DMCA, we will accommodate standard technical measures used to identify and protect copyrighted works, and, as further described herein, we have a policy of terminating accountholders who are copyright infringers.

1.6. Websites are unmodified forums containing the personal opinions and other expressions of the persons who post entries on a wide range of topics. Neither the content of websites located on our servers nor the links to other websites are screened, approved, reviewed or endorsed. We are not a publisher of any of the content of websites, or of any content that may be available through the links to and from them, and is acting solely as an Internet web-hosting service provider. The text and other material on such websites are the opinion of the specific author and are not our statements of advice, opinion or information.

## 2. Limited Warranty; Limitation of Liability; Indemnification

2.1. Limited Warranty. You acknowledge that the Services are provided "as is." Neither we, nor any of our employees or agents, warrant that the Services will be uninterrupted, error free or free from viruses or other harmful components. We are not responsible for and hereby disclaim any warranties, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or completeness, non-infringement, merchantability or fitness for a particular purpose of information available on its servers or residing on or passing through its interconnecting networks. Use of information obtained from or through the Services is at your risk. Under no circumstances will we be liable to you or any other person for any loss or damage caused by your reliance on information available on the servers or obtained through the Services.

2.2. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE OUR SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF OUR SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO US FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

2.3. Indemnification. You agree to indemnify, defend and hold us and our affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto our servers. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, child pornography, bestiality, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy; (b) any damage or destruction to our equipment or to any other accountholder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by our gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

## 3. Billing, Cancellations, and Refunds

3.1. We may publish a notice of fee increases 30 days before such increases take effect on the web site. This is not guaranteed. We will honor the price that the Services were paid for 1 year from the original purchase date.

3.2. You agree to provide us with accurate and complete billing information, including your legal name, address, telephone number, e-mail address and applicable payment date and to update this information immediately if any change occurs. You must secure your account with a valid credit card or through the use of PayPal. Payments must be submitted in advance of receiving the Services.

3.3. You acknowledge responsibility for your account until payment in full is made.

3.4. Lone Wolf Host's billing period is typically every 30 days. The first day of the billing period begins on the date of purchase of the Services. Each account may be automatically debited each month for the total amount due, until email notice of cancellation is received and confirmed. If the credit card on file is declined for any reason or check/money order isn't received, the customer will receive notification via email. Response to this email is required within 24 hours. In the event there is no response from the account holder the account will be suspended until payment is received. After the

account has been suspended for 30 days it will be deleted. You agree that any chargeback action through your credit card company on your part will not release you of your debt. Any and all charge backs will impose additional fees of \$100.00 per chargeback plus collection, filing and legal costs.

3.5. We hope that you are fully satisfied with your hosting from Lone Wolf Host Web Hosting, but in the event you are not, we offer a 15 day money back guarantee. Setup fees and bandwidth usage less than 1GB are refundable within 15 days of ordering your account. Refunds are not made on accounts canceled due to violation of our terms of service.

3.5.1 While we will do everything in our power to make your hosting experience with us as satisfactory as possible, we can in no way please everyone all the time. Refunds past 15 days are subject to review and partial months can not be refunded. We must reserve the right to use our business discretion in refunds past 15 days.

3.6 To cancel service submit a Help Desk ticket indicating that you wish to cancel service. Please supply your account username and password for verification purposes, or we will need to verify via email for your protection. We will immediately stop recurring billing on your account at Authorize.net or PayPal and delete your account at the end of its current billing cycle for the domain name or domain names affected. Once canceled you should receive confirmation from us and your billing service (Authorize.net or PayPal).

#### 4. Acceptable Uses

4.1. Use and Misuse of the Services. All complaints of abuse, violation and misuse of the Services, whether described in this Section 4 or otherwise, shall be investigated promptly. If you are not sure if your actions will be an abuse, violation or misuse, please ask first.

You are responsible for all use of your website, with or without your knowledge or consent.

You agree to use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to, drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law, such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited.

When we become aware of possible violations of this Agreement, we may initiate an investigation that may include gathering information from you and the complaining party, if any, and examination of material on our servers. We, in our sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement could subject you to criminal or civil liability.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY US AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES WHATSOEVER FROM US AS A RESULT OF OUR DECISION TO REMOVE MATERIAL FROM ITS SERVERS, WARN YOU, SUSPEND OR TERMINATE YOUR ACCOUNT, OR TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR CONCLUSION THAT A VIOLATION HAS OCCURRED. THIS WAIVER APPLIES TO ALL VIOLATIONS DESCRIBED IN THIS AGREEMENT.

4.2. Use and Misuse of Materials. Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using the Services. You may also re-distribute materials in the public domain. You assume all risks regarding the determination of whether the material is in the public domain.

You are prohibited from storing, distributing or transmitting any unlawful material through the Services. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, bestiality, and copyrighted, trademarked and other proprietary material used without proper authorization. You may not post, upload or otherwise distribute copyrighted material on our servers without the consent of the copyright holder.

Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; attempts to circumvent any user authentication or security of host, network, or account; accessing data not intended for user; probing the security of any network; spawning dozens of processes; port scans, ping floods, packet spoofing, and forging router information; denial of service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land and teardrop; promulgation of viruses; and IRC bots, such as eggdrop or BitchX.

We support free speech on the Internet and will not suspend or cancel your account simply because it disagrees with your views expressed at your website. However, examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a deleterious effect on third-party computers. Where there are allegations that your on-line activity has violated the legal rights of a third party, we will not substitute itself for a court of law in deciding tort claims raised by the third party.

4.3. Email Use. Unacceptable affronts to netiquette and unacceptable activities include, but are not limited to, the following: spamming (sending unsolicited advertising to those with which you have no existing business relationship and posting off-topic advertising in newsgroups); spoofing (using a return email address that is not the valid reply address of the sender or sending an email message that does not contain enough information to enable the recipient to identify you); passive spamming (promoting a website hosted by us by spamming from some other source); trolling (posting controversial messages in newsgroups to generate responses); mailbombing (inundating a user with email without any serious intent to correspond or sending large or multiple files to a user); generating a higher volume of outgoing mail than a normal user (over 10% of available system resources); propagating chain letters; and subscribing someone else to an electronic mailing list without that person's permission. A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message. Making an email address available to the public does not constitute a request to receive messages. Distribution of mass emailing programs is also prohibited. All recipients on a mailing list must have personally subscribed. Mailing lists may not be used to distribute unsolicited email. If you are repeatedly mailbombed or attract such behavior, the Services will be terminated.

You should not send email to any user who does not wish to receive it, either here or elsewhere. We recognize that email is an informal medium; however, you must refrain from sending further email to a user after receiving a request to stop.

You may not alter the headers of email messages to disguise their identity or to prevent users from responding to the messages. We may disclose the usernames of accounts responsible for forged email messages to system administrators or users requesting the information.

Violations of our policies outlined herein can sometimes result in massive numbers of email responses. If you receive so much email that our resources are affected, our staff may shut down your mailbox.

4.4. System Security. You are prohibited from utilizing the Services to compromise the security of system resources or accounts on our servers or at any other site. Use or distribution of tools designed for compromising security or containing viruses or trojans are prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

If you are involved in violations of system security, we reserve the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. We will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

4.5. System Resources. System abuse includes any use of our resources that disrupts the normal use of its servers or services for others. Examples of system abuse include running excessive numbers of processes or consuming excessive amounts of CPU time, memory or disk space.

Any usage of 15% or more of our system resources is an undue burden on our system and is unacceptable. If your usage ever exceeds 15% of system resources, your account may be terminated immediately and without prior notice.

Further, running programs in the background on one of our servers without our prior written authorization, or running chat rooms, Internet Relay Chat, IRC bots, more than 1,000 emails a day and the like are not acceptable uses of our servers.

## 5. Right to Terminate Agreement

(a) We reserve the right to suspend or terminate the Services to you and remove or prevent access to any material from your website at any time, without prior notice or liability, for any conduct that we, in our sole discretion, believes violates this Agreement or is otherwise harmful to our interests or the interests of other account holders. (b) We also reserve the right to comply with the take-down provisions of the DMCA and to seek injunctive, declaratory, interpleader or other judicial or equitable relief (and, pending such action, to suspend all access to your website) if any third-party claim is made that your website content or use violates any of the acceptable uses or your obligations or representations described in this Agreement.

## 6. Miscellaneous

You may not assign your rights and obligations under this Agreement without the prior written consent from us, which

may be withheld at our discretion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Our failure to require your performance of any provision hereof shall not affect the right to require such performance thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any action for any claim arising under, or in connection with, this Agreement must be commenced by you within one year after the alleged cause of action has accrued or after the date of termination of this Agreement, whichever is earlier. In the event that any provision of this Agreement is deemed unenforceable or invalid, such unenforceability or invalidity shall not affect the remainder of this Agreement. Such provision may be amended or replaced with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of the parties as reflected in the original provision. No provision of this Agreement may be amended or modified by you except by means of a written document signed or expressly assented to by us. All terms and conditions of this Agreement that should by their nature survive termination of this Agreement shall so survive. This Agreement and the order form, together with all amendments or modifications to any of them, constitute the complete and exclusive agreement between you and us and supersede and govern all prior proposals, agreements, or other communications.

We have a responsibility to ensure that each of our clients is provided with the best services we have available. While we back up files continuously, we are in no way responsible for the archiving of a site. It is the sole responsibility of the site creator to copy, back-up or archive all files that constitute a web site.

The following guidelines also apply:

#### Content:

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

Child pornography and Bestiality is prohibited on all our servers. This includes sites that may infer this type of sexual content or links to this type of content elsewhere. We 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 our servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites

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

- Sites offering download files. (This is any site where 20% or more of their monthly traffic is from file downloads)
- Sites using more than 15% of system resources.

We will be the sole arbiter as to what constitutes a violation of this provision

#### Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from our server or using an email address or domain that is maintained on our machine as reference is STRICTLY prohibited. We will be the sole arbiter as to what constitutes a violation of this provision.

#### Chat Rooms

We do not allow clients to install their own chat rooms. These tend to be a large drain on system resources and we cannot allow it as an account option.

#### Background Running Programs

We may allow programs to run continually in the background. These are considered on a case-by-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

#### IRC

We currently do not allow IRC or IRC bots to be operated on our servers. Examples include but are not limited to:

- Any IRC Bouncers such as, but not limited to, psyBNC.
- IRC Eggdrops.
- Proxy Servers

Any account found to be running IRC or IRC bots or proxy servers will be suspended forever.

The following are scripts which either cause a great load on our servers or pose a serious security risk, therefore can not be run on our servers.

Any gaming server software  
UltimateBBS (all versions)  
Ikonboard (all versions)  
IRC Egg Drops  
Proxy Servers  
nph-proxy  
The Anonymizer  
any soap mailers

These scripts are on the banned list because they have at one time been installed by customers and have had a serious impact on the rest of our user accounts.

**Server Abuse:**

Any attempt to undermine or cause harm to a server, or customer of ours is strictly prohibited, and will result in immediate termination or prosecution.

By ordering service from us, you agree to be bound by and to comply with this Agreement just as if you had signed it - the legal equivalent of your signature on a written contract.

**Damages:**

If you violate these terms of service and it results in damage to our servers or causes Lone Wolf Host any additional expense or legal fees you agree to compensate us in full for the amount of monetary damages multiplied by a factor of two (2) as determined by us.

**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 we operate must adhere to the above policies.

Failure to follow any term or condition will be grounds for immediate account deactivation without refund.

**Privacy Policy**

This statement applies solely to information collected at Lone Wolf Host web site. Lone Wolf Host respects each individual's right to personal privacy. We will collect and use information through our Web site only in the ways disclosed in this statement.

**General:**

It is our general policy to use contact information (such as e-mail address, telephone number and postal address) for internal purposes and to not sell or otherwise provide this information to third parties.

**IP Addresses:**

Your IP address is captured when you visit this site. It is used to help diagnose problems with our server, to administer the web site, to track the IP origin of abusive behavior, such as SPAM and to track the IP origin of an unlawful activity, such as an attempt to violate the web site's security. This information may be shared with third parties, such as law enforcement agencies with respect to unlawful activities and Internet service providers with respect to SPAM.

**Links:**

This site contains links to other web sites. We are not responsible for the privacy practices or the content of those web sites that are not part of lonewolfhost.com domain.

**Order Forms & Shopping Carts:**

This site includes order forms and shopping carts for requesting information and for ordering products and services. These forms and carts collect contact information (such as name, address and email address) and financial information (such as an account or credit card number). The contact information is used to process the requests and orders, and to contact the requesting or ordering party when necessary. The financial information is used to bill for the products and services ordered. Some of this information may be supplied to third parties. For example, information may be supplied to financial institutions for billing to a credit card.

**Security:**

This site has security measures in place to help protect the information under its control from loss, misuse and alteration. For example, industry standard SSL encryption is used when accepting credit card information.

Credit card numbers are never on file at our company. All credit information is kept on file with our merchant processors (Authorize.net and Paypal.com). Any personally identifiable information we possess is kept on file and not divulged to third parties without a court order.

**Third Parties:**

Except as otherwise disclosed in this privacy policy, your personally identifiable information is not shared with any third party. For example, we do not sell or otherwise give third parties access to our customer list. Lone Wolf Host does not actively market to children, and we never knowingly ask a child under 13 to divulge personal information.

**Corrections/Updates:**

To make any changes in your order, your contact information or your financial information, please contact us via the Help Desk. Please do not send us any financial information or any other sensitive information via email.

If you have any further questions about privacy or security, please contact us.