

Terms of Service / Service Agreement

The use of service from INFINITE POSSIBILITIES MEDIA DESIGN [hereafter referred to as "MYIPMD"] constitutes agreement to these terms:

1. Account Setup / Email on File

Your account will be setup after we have received your payment and we have screened your subscription order in case of fraud. It is your responsibility to provide us with a primary email address which is not under the domain name you are signing up under. The use of this primary email is to contact you if there is ever an abuse issue or for other communication purposes. Due to this reason, your primary email address should be updated at all times. Providing false contact information of any kind may result in the termination of your account, and MYIPMD reserves the right to refuse and/or discontinue suspicious accounts.

Transfers

We will make every effort to help you move your site to us; this however, does not guarantee the transfer process. We provide this as a courtesy service and we cannot make guarantees regarding its availability or the amount of time it may take, as each host is configured a little differently. We will try our best, however, in some cases we may not be able to assist you in a transfer of data from an old host.

2. Content

All services of MYIPMD may only be used for lawful purposes. The customer agrees to indemnify and hold harmless MYIPMD from any claims resulting in the use of our services.

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over the content of any website, email transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Agreement. MYIPMD may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Violation of this Agreement may result in the suspension or immediate termination of your MYIPMD account.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account.

Other examples of unacceptable materials include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, ".img" / image hosting only sites that do not host an actual domain name, Escrow, High-Yield Interest Programs(HYIP) or related sites, Investment sites (FOREX, egold exchange), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities.

The following constitutes violations of this Terms of Service:

- Illegal Activities: MYIPMD services may not be used for illegal purposes, or in support of illegal activities. MYIPMD reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
- Harm or Endangerment to other people: MYIPMD's services may not be used to harm, or attempt to harm, minors in any way, including, but not limited to child pornography, or use

MYIPMD services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

- Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- Unsolicited E-mail, News Bombing (SPAM): Use of the MYIPMD services to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending MYIPMD account. Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that the customer agrees to remove any and all traces of the offending material immediately upon reconnection, and agree to allow us access to the server to confirm that all material has been completely removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation will be immediately and permanently removed from our network without notice. Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending MYIPMD account.
- Copyright or trademark infringement: Use of the MYIPMD services to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. Use of the MYIPMD services to collect, or attempt to collect, personal information about third parties without their knowledge or consent. Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.
- Network disruptions: This refers to the use of MYIPMD services for any activity which affects the ability of other people or systems to use MYIPMD's services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. MYIPMD will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data. MYIPMD does not allow the hosting of IRC, IRC Bots, or eggdrops on our network. Accounts found hosting this material will be subject to immediate cancellation without refund. Use of MYIPMD services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of MYIPMD or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending MYIPMD account is subject to immediate termination.
- Security: You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that you use a secure password.

- **Network Security:** Some MYIPMD accounts operate on shared network resources. Excessive use or abuse of these resources by one customer may have a negative impact on all other customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

REPORTING VIOLATIONS OF MYIPMD Terms of Service:

MYIPMD requests that anyone who believes that there is a violation of this Terms of Service, please direct the information to our Abuse Department at support@myipmd.com and if possible, please provide the IP address used to commit the violation, date and time of the violation, and evidence of the violation.

3. SPAM Policy – Zero Tolerance

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the [ROKSO](#) may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

MYIPMD reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

MYIPMD reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of MYIPMD.

4. Payment Information

You agree to supply appropriate payment for the services received from MYIPMD, in advance of the time period during which such services are provided. If you sign up and receive service today, we will bill you today for the next 30 (or 28/31) days for service. You agree that until and unless you notify MYIPMD of your desire to cancel any or all services received, those services will be billed on a recurring basis. Cancellations must be done in writing via the cancellation form provided. All cancellations will be pro-rated based on days of last months service (cost of service/days of month = X * Days left in last months of service = Amount of refund).

MYIPMD reserves the right to change the monthly payment amount and any other charges at anytime. Should these changes be made, you will be notified via email.

5. Cancellation and Refunds

MYIPMD reserves the right to cancel an account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via our cancellation form. We offer a 30 day money back guarantee **for cause** on all hosting and reseller services plans. Cause is any demonstrated failure on our part to deliver services purchased. Simply put, we do not want a 30 day money back offer to turn into a scammers delight as "first 30 days free". If you can provide us with a reason that we failed to provide the services you purchased from us, we will be more than happy to give you a refund.

All requests for canceling any service / services must be made in writing via email with at least 30 days notice but not more than 60 days prior written notice and emailed to support@myipmd.com. Confirmation Receipt of cancellation will be sent within 24 hours of our normal cancellation department hours of 9AM to 6PM (PH) Monday – Friday.

There are no refunds for administrative fees, installation fees for custom software, custom-developed applications, or domain name purchases. Refund requests after 30 days will be refunded on a prorated basis of any unused time. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

6. Resource Usage

User may not:

- a. Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems including: CGI scripts, FTP, PHP, HTTP, etc.
- b. Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
- c. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- d. Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e. Run any bit torrent application, tracker, or client.
- f. Participate in any file-sharing/peer-to-peer activities
- g. Run any gaming servers such as counter-strike, half-life, battlefield1492, etc
- h. Run cron entries with intervals of less than 15 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`

7. Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount, MYIPMD reserves the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

8. Uptime Guarantee

If your shared/reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of

MYIPMD dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. To request a credit, please contact support@myipmd.com with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared/reseller solutions.

9. Scheduled Downtime

Scheduled Downtime is any MYIPMD scheduled interruption of services for the purpose of network upgrades or replacement of any equipment in order to provide you better services. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 24 hours notice.

10. Reseller's Client Responsibility

Resellers are responsible for supporting their clients. MYIPMD does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. MYIPMD will hold any reseller responsible for any of their clients' actions that violate the law or the terms of service.

11. Shared (non-reseller accounts) / Semi-dedicated Server Accounts

Shared accounts may not resell web hosting to other people; if you wish to resell hosting, you must use a reseller account. Semi-dedicated servers are not backed up. You must maintain your own backups.

12. Price Change

The amount stated upon your sign-up will not increase from the date of purchase. MYIPMD, however, reserves the right to change prices listed at myipmd.com, and the right to increase the amount of resources given to plans at any time.

13. Delinquent Accounts

MYIPMD may temporarily deny service or terminate this Agreement upon failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, or any collection fees. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for nonpayment is subject to the setup fee for that service for reconnection.

14. Support Restrictions

MYIPMD will make efforts to support information for configuring popular network/web software to use the internet services. However, we can in no way specifically test every piece of software that could conceivably be utilized with our systems, only to provide general system-related information.

The offer of any particular service does not constitute an obligation on MYIPMD's part to tutor the necessary skills to utilize that service, only to provide system-specific information.

15. Backups and Data Loss

Your use of the service is at your sole risk. MYIPMD is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred, and to maintain all appropriate backup of files and data stored on MYIPMD servers. We strongly recommend that you backup your data regularly, and keep copies of your data off-site for emergency purposes. MYIPMD shall not be liable for loss of data under any circumstance.

16. Indemnification

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

17. Arbitration

By using any MYIPMD's services, you agree to binding arbitration. If any disputes or claims arise against MYIPMD or its subsidiaries, such disputes will be handled by an arbitrator of MYIPMD's choice. All decisions rendered by that arbitrator will be binding and final. You also are responsible for any and all costs related to such arbitration.

18. Disclaimer

MYIPMD shall not be responsible for any damages your business may suffer. MYIPMD makes no warranties of any kind, expressed or implied for services we provide. MYIPMD disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by MYIPMD and its employees.

19. Disclosures

MYIPMD may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

20. Changes to TOS

MYIPMD reserves the right to revise its policies at any time without notice.