



## Terms of Service

Last modified: April 9th, 2018

### Welcome

Thank you for choosing our Web Hosting, VPS Hosting and/or Domain Registration Service (“Services”), provided by Inertia Networks, LLC (“Inertia Networks” “We” “Our” “Us”).

By using our Services, you are agreeing to these terms. Please read them carefully.

“Services” also includes our website ([inertianetworks.com](http://inertianetworks.com)) and all subdomains.

### Using our Services

Don’t misuse our Services. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. No internet abuse of any kind is allowed including, but not limited to, spamming, open SMTP relays or proxies, hosting spam/phishing/spyware/adware/rootkits dropboxes/DNS/payloads/servers, cross-posting unsolicited messages to online groups, brute-force attacks against services (e.g., SSH, HTTP, etc.), posting obscene messages, sales of spam/spyware, spam support services like mailing list sales, e-appending, threatening Internet users, participation in DoS/DDoS attacks, mail bombing, and running packet sniffers/port scanners on a network that you do not have authorization to do so. We may suspend, limit or stop providing our Services to you if you do not comply with our terms or policies, are late on payment, or if we are investigating suspected misconduct.

To use our services, you must supply valid contact information (including name, postal address, phone, and email address). If we receive delivery failure messages from your email, we may suspend or terminate your account until a valid email address is provided.

If action has been taken on your account in the form of a suspension, limitation, or termination (including us closing your account), you are prohibited from ordering new services or creating a new account without obtaining written permission from [abuse@inertianetworks.com](mailto:abuse@inertianetworks.com).

Additionally, we may at our discretion limit certain features, such as port 25 outbound on our Services, or additional IP addresses until a client submits proper justification and demonstrated need, as determined by us.

In connection with your use of the Services, we may email you service announcements, administrative messages, and other information. It may be possible to opt out of some of those communications.

Our website and Services may contain links which allow you to leave our website or Services. Any such linked sites are not under the control of Inertia Networks. We are not responsible for the contents of any linked site or any link contained in a linked site. We provide these links to you only as a convenience and the inclusion does not imply any endorsement on our part.

Our website may contain third-party submissions, third-party materials, or links to third-party websites, which are not owned, operated, maintained, or approved by us. Views expressed by third parties are solely the views of such third party and we assume no responsibility for the accuracy or veracity of any statement or material posted or submitted by any third party. We have no obligation to monitor or review any third party materials and, as a result, assume no liability for the same.

## **Privacy**

We collect personal information when you use our Services, or sign up. We only share your information to:

- Process payments (Your name, address, and credit card details are sent to our payment processor. If you choose PayPal, they may collect more information about you.)
- Prevent fraud (Your name, IP, address, phone and email may be sent to a third party when adding Services, or if you are terminated for abuse.)
- Fix an issue with our Services (We may have third parties access our systems to fix issues or add new features.)

We may process and keep your personal information on a server located outside the country where you live.

For managed Services, we may access periodically access your account, server, website and/or email for the purposes of managing it. No message will be sent to you if this happens. If you do not have a managed account with us, we will ask for consent before we access your Services.

## **Billing**

Invoices are generated 14 days before the Service renewal date, and if you use auto-debit, your card will be charged at least 3 days before the invoice is due.

Any form of dispute (PayPal, Credit/Debit/Gift Card) is not allowed. You are encouraged to contact us for a refund instead. If you write us a check to pay, and it is returned, or if you make a dispute on a charge from us, then we will suspend your account, and you must pay us the

original amount, all fees incurred on our part, and a \$20 processing fee. We also, at our own discretion, may choose to refund and/or close your account.

We are not responsible for recurring PayPal charges that are left active after a service is cancelled, or for overdraft or any other fees on your bank account/credit card.

We guarantee a refund within the first seven days of the service being created. All other refunds are at our sole discretion.

If your order is flagged for fraud, we reserve the right to ask for proof of identity, refund and terminate your account, or take any other actions we may deem necessary.

## **Your Content in our Services**

Our Services allow you to upload, submit, store, send and/or receive content. You retain ownership of any intellectual property rights that you hold in that content.

When you upload, submit, store, send or receive content to or through our Services, you give Inertia Networks (and those we work with) a worldwide license to use, host, store, reproduce, modify and create derivative works from your content (such as those resulting from adaptations or other changes we make so that your content works better with our Services). The rights you grant in this license are for the limited purpose of operating and improving our Services, and to develop new ones. Make sure you have the necessary rights to grant us this license for any content that you use in our Services.

For our Web Hosting clients, spam filtering systems analyze your emails that you host with us to provide you spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. We assume no liability for emails that were blocked, deleted, or prevented from being sent.

## **Web Hosting Software**

This section applies only to those who use our Web Hosting.

You acknowledge and agree to all terms in section 2.1.3 'Flow-Through Provisions' of the cPanel & WebHost Manager End User License Agreement, located at <http://cpanel.com/noc-agreements.html> or such other URL as cPanel, Inc. may designate from time to time. You agree that you are considered the 'Third Party User'.

By adding Web Hosting services to your account, or adding addon domains, you represent that you have permission from the domain owner to host the domain with us. Adding domains that you do not have rights to will result in termination of your account with us. We may require that you prove ownership of the domain, either by pointing your domain to our nameservers or another method determined by us.

You may verify the licensed or unlicensed status of the cPanel Software and obtain other information about the license applicable to the Licensed Server by using the cPanel License Verification System located at <http://verify.cpanel.net/> or such other URL as cPanel, Inc. may designate from time to time.

Furthermore, by pointing your domain(s) to our web hosting service, you authorize us and/or cPanel, Inc. to obtain SSL certificates for your domains and subdomains.

## **Domain Names**

This section applies only to those who have a Domain Name registered through us.

Please take time to review the [ICANN Registrant Rights and Responsibilities](#). You are required to adhere to these requirements.

[NameSilo](#) is the sponsoring registrar for all domain names registered through us.

## **Modifying and Terminating our Services**

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop our Services altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. We may also stop providing Services to you, at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue our Services, where reasonably possible, we will give you reasonable advance notice and a chance to get your data out of our Services.

## **Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using our services. However, there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, neither Inertia Networks nor our suppliers or distributors make any specific promises about our Services. For example, we don't make any commitments about the features or specific functions of our Web Hosting Service, or it's ability to meet your needs. We provide our services "as is".

## **Liability for our Services**

WHEN PERMITTED BY LAW, INERTIA NETWORKS, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR

DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

While we do make backups of your data, you should also make backups yourself.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF INERTIA NETWORKS, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, INERTIA NETWORKS, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

### **Business uses of our Services**

If you are using our Services on behalf of a business, that business accepts these terms. You personally represent that you have the ability to enter into a contractual agreement on behalf of that business. If at a later time it is revealed that you did not have authorization to enter into this agreement on behalf of the business you represented, you will hold harmless and indemnify Inertia Networks and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of our Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

### **About these Terms**

We may modify these terms or any additional terms that apply to Services, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. Changes will not apply retroactively and will become effective seven days after they are posted. However, changes addressing new services/features or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms, you should discontinue your use of our Services.

These terms control the relationship between Inertia Networks and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Wisconsin, U.S.A. will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated

exclusively in the courts of Waukesha County, Wisconsin, USA, and you and Inertia Networks consent to jurisdiction in those courts.

***Per the Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, you consent and agree to sign this document electronically. Furthermore, you agree that this document/contract may not be denied legal effect, validity, or enforceability solely because it is in electronic form. You can access the most up to date version of this contract by going to <https://inertianetworks.com/tos.pdf>.***