

Terms of Service

A. Terms and Conditions

This policy represents the Domain Cost Club Terms of Service ("TOS") in its entirety and supersedes any other written or oral policy. This policy defines the terms of service all Domain Cost Club customers agree to when they sign-up for any of the Domain Cost Club website hosting services. Domain Cost Club reserves the exclusive right to change, amend or revise any portion of this TOS policy at any time, with or without written notice to our customers.

Customers using any services offered by Domain Cost Club agree to be obligated by and must comply with all policies in this TOS or must otherwise opt out of and cancel their web hosting service with Domain Cost Club. Domain Cost Club retains the sole discretion to make judgment regarding any violation by any Domain Cost Club customer and may take action against any customer deemed to be in violation of these terms including the cancellation of any customer's services without refund and/or, if deemed appropriate, be legally prosecuted.

B. General Provisions

In consideration for Domain Cost Club maintaining one or more accounts (each "Account"), you, as the Domain Cost Club customer, agree to the following terms of service.

C. Definitions

- "We" "Us" or "Provider" or "Domain Cost Club" - DomainCostClub.com
- "You" "Your" "Client" "Customer" or "Member" - Each person or entity who applies for internet service or is a designate of anyone who applies for internet service.

D. Disclaimer of Warranty

The Internet and website hosting relies on a complex network of hardware, software, network services and providers of information. Due to the need for an aggregate of all of these providers and service companies working properly not all services may be available to you at all times.

Domain Cost Club however, offers a 99.9% uptime guarantee. This is valid for only the Domain Cost Club servers and our primary co-location internet connection. Domain Cost Club shall pursue partnerships with all tier-1 resource and channel available to maintain maximum uptime, however, Domain Cost Club is not responsible for any down time caused by any provider's hardware or network malfunction which is outside of Domain Cost Club capability to directly correct. Domain Cost Club clients are diverse and their websites and the function of those websites are diverse and Domain Cost Club cannot be held responsible for any service interruption due to client's error, including but not limited to spamming, the target of a DDOS attack, or any other internet or cyber attack.

Domain Cost Club MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE SERVICES IT PROVIDES. Neither Domain Cost Club nor any one else involved in the provision of Service is liable to you or any third-party for direct or indirect damages resulting from the use, non-use of services provided herein, whether or not such damages resulted from the negligence of Domain Cost Club, even if Domain Cost Club has been advised to the possibility of such damages.

E. Limitation of Liability

IN NO EVENT SHALL Domain Cost Club 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, EMAIL DATA AND OR DATABASE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE Domain Cost Club. SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF Domain Cost Club. SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF Domain Cost Club HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Domain Cost Club. MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO Domain Cost Club FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE LOCAL LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, Domain Cost Club. LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW

F. Indemnification

You agree to indemnify, defend and hold Domain Cost Club and its 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 Domain Cost Club. 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, pornography, 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 Domain Cost Club. equipment or to any other account holder, 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 Domain Cost Club. gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

G. Choice of Law

This Agreement shall be interpreted under the laws of the State of California without regard to any conflict of laws provisions. Any action between the parties to this agreement for the breach of this agreement or any action or claim in any way relating thereto shall be venued in the Superior Court of the State of California , County of San Diego . The parties to this agreement hereby consent to jurisdiction in that court and agree to accept service by mail and hereby waive any defense of any kind related to jurisdiction or venue.

H. Services Provided By Domain Cost Club

Domain Cost Club will provide Internet server rental ("the Service") to its members for the express purpose of allowing customers to provide http Internet content to the general public. The Service allows Domain Cost Club members to maintain Internet websites, receive and maintain email accounts and access web space via FTP to upload files for their websites. Domain Cost Club members will use the provided services in a manner consistent with any and all applicable laws. Domain Cost Club provides the Services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such

Services. Domain Cost Club reserves the right to refuse service to potential and/or existing customers to protect its existing paying customers. If any of the below violates are committed, Domain Cost Club can terminate client's account without notification.

Domain Cost Club.com provides timely website hosting support to our clients through emails. By accepting your client contract agreement with Domain Cost Club.com you agree not to abuse whether verbally or physically or whether in person, via email, live chat or telephone or otherwise (a) any other customer of Domain Cost Club.com and any employee or contractor of Domain Cost Club.com.

Domain Cost Club will send emails from time to time regarding your account, special offers and promotions. You may unsubscribe to these emails at anytime by following the instructions at the bottom of those emails.

I. Client Content

Client agrees that web pages and files uploaded to servers will not violate any state, national or foreign laws or regulations; infringe on any intellectual property rights of Domain Cost Club or any third party; be defamatory, slanderous or trade libellous; be threatening or harassing; be discriminatory based on gender, race, age; promote hate; or contain viruses or other computer programming defects which result in damage to Domain Cost Club or any third party.

Customers may not run IRC, bots or clients. Clients may not use Domain Cost Club servers for file storage unrelated to the client's website, storage Space is for active website file pages only. Domain Cost Club' shared hosting account holders may not act as a reseller, which means that clients may not host any websites in their addon domains that are not domains owned by the client on record at Domain Cost Club. You will need to opt-in for our reseller hosting service. Unacceptable uses also include: Bulk unsolicited emailing, unsolicited emailings, newsgroup spamming, child pornography, hardcore pornography or links to such sites, copyrighted MP3, copyrighted music, copyrighted video, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, proxy(ies) and image/file sharing websites. Domain Cost Club will be the sole and final arbiter as to what constitutes a violation of this policy. Domain Cost Club does not normally monitor the contents of clients servers, however if suspicion occurs, Domain Cost Club reserves the right to investigate and terminate the clients subscription to the service.

J. Unlimited Features

What do you mean by "unlimited disk space and bandwidth/data transfer"?

We do not set limits on the disk space and bandwidth (data transfer) that we provide in plans that are marked "Unlimited". We want you to have the resources available to you to build a great online presence.

Even though we want you to succeed, we need to ensure that we're providing all of our customers with optimum service. As such we do require all of our customers to be fully compliant with our Excessive Resource User Policy/Terms of Service and utilize disk space and bandwidth related to normal operation of a personal or small business website.

If a customer's hosting account is found to have violated the client content, excessive resource user policy and/or is storing files for archiving purposes, the contents will be removed and while we make best effort to contact customers beforehand, can occur without notice.

K. Excessive Resource User Policy

Resources are defined as disk space, bandwidth, and/or computing resources (cpu, memory, disk i/o, # of files/inodes) utilization. Domain Cost Club offers a shared hosting service in which environment customers may share resources with other customers, therefore it is imperative that Domain Cost Club control any excessive usage by customers so that they do not disrupt the service quality of other customers using the same resources. A hosting account is considered using "Excessive amounts of resources" when it consumes 100% of the allocated resources on the subscribed hosting plan and/or subscribed scalable resource add-on(s) and/or 75,000 files also known as "Computing Resources", and/or "Resources", and/or "Resource Usage". There are numerous issues that could cause such problems, including but not limited to: cgi scripts, FTP, HTTP, etc. To prevent service disruption for other customers, a hosting account which exceeds the included computing resources will be slowed down automatically for as long as the resources are being overused. Domain Cost Club will make every reasonable effort to notify customer prior to suspension, however, Domain Cost Club may suspend any offending hosting account prior to notifying the customer of the account in the event that service disruption to other customers was/is caused. The customer who is using "excessive resources" may be asked to upgrade his/her package to a more suitable hosting package, such as but not limited to a premium account, virtual private server or dedicated server. Domain Cost Club will be the sole and final arbitrator as to what constitutes as a violation of this policy. Customers have access to their Resource Usage within their control panel.

L. No "Spam"

UCE/UBE or "Spam" originating from a server located on our network or associated with a Domain Cost Club server is not tolerated. This includes any email that promotes websites hosted on a server located on the Domain Cost Club network but is sent from an email address not associated with that Domain Cost Club account. Client shall not use their Domain Cost Club services for chain letters, junk mail, bulk-email, or any use of distribution lists to any person who has not given specific permission to be included in such a process. Domain Cost Club reserves the right to deactivate or terminate any account(s) upon any indication of such activity without notice.

M. Excessive Exploits

Domain Cost Club allows 3rd party scripts to be uploaded/installed from our auto-installer or manually (those scripts that are/aren't included in the auto-installer) on your web hosting account. It is the responsibility of our web hosting clients to maintain the latest exploit free version of the scripts. If a script that our web hosting clients uploads to our servers is found to have security lapses and allows a third party to "hack", "exploit", "deface" their site(s) it is the responsibility of our clients to either remove that script or Domain Cost Club.com reserves the right to terminate that clients' account and provide them with a prorated refund.

N. False Information

Customer agrees not to post false or inaccurate information to news groups in violation of the news groups rules and regulations. If any news groups or service provider contact Domain Cost Club concerning unethical, false or unlawful activities by you, Domain Cost Club reserve the right to suspend or terminate your service with or without notice.

O. Licensed Software Only

Client agrees to use only properly licensed third party software in connection with Client's use of the Services.

P. Backup Files

Domain Cost Club provides the tools needed to create back ups of account data. Domain Cost Club also backs up its hosting platform and retains a copy for 24 hours for disaster recovery purposes only. It is the responsibility of the customer to keep up-to-date archives of their backed up data. Domain Cost Club does not provide or keep records or copies of our clients website files for customer use and is not responsible for any loss of data including but not limited to hardware failure, backup failure, hacking or accidental deletion. Domain Cost Club does not offer backup of virtual private servers and/or Dedicated Servers.

Q. Payment Obligations

Full payment is required in advance before hosting service is established. You warrant and represent that the information you supply in the Order Form (or other information that Domain Cost Club may require) is accurate and truthful. All payment-due notices will be sent by email. No bills or invoices will be sent by postal mail or fax. If payment was not received by the due-date, your account will be suspended. It is the clients responsibility to ensure that payment is made to Domain Cost Club prior to the renewal date and although Domain Cost Club sends renewal notices to our customers prior to their renewal date, because of the ability for a customer to change their contact email addresses without notifying Domain Cost Club, the customer is ultimately responsible for remembering their renewal date and to make sure payment is made upon the renewal. Failure to keep an account in good standing and/or service renewals paid for will result in service deactivation until the account and or service renewal is paid for in full.

R. Renewals

It is the obligation of the Domain Cost Club customers to know when their account comes up for renewal and, if their intention is to not renew hosting on their account, they must turn off auto-renewal within the "Hosting" section of their account by clicking "Renewal Settings" and then clicking the "Cancel Hosting" button prior to their account's hosting renewal date to ensure that the billing department can stop any renewal charges. Domain Cost Club' clients receive email notifications 30 days prior to the renewal date of their account, informing them that their renewal date is approaching. It is the customer's responsibility to ensure that Domain Cost Club has a valid email address for which notices can be sent to Domain Cost Club' clients. If Domain Cost Club does not receive a cancellation request prior to the customer's renewal, Domain Cost Club will renew the clients' account at the time of expiration, and will apply charges as appropriate. Accounts will be automatically renewed and billed under the same time and fee structure as the plan that the client signed up for (unless plan changes were made or upgraded between the time when the client signed up & their renewal date). In the case of insufficient funds to charge such amount, you agree to allow Domain Cost Club to place your account on a recurring payment plan, wherein we will collect a partial term quantity to avoid an interruption in service and to protect against accidental loss of intellectual property such as, but not limited to, website data, domain registration, etc.

S. Currency

All prices listed are in US Dollars (\$), for all services & server locations unless otherwise specified.

T. Coupon Use

Coupons may be offered to customers from time to time. Use of 3rd party coupon applications which manipulate our pricing structure will not be accepted. Domain Cost Club has the right to

refuse any coupon code that it believes to be invalid. Domain Cost Club will honor the lowest advertised price on our website located at <https://www.Domain Cost Club.com/> at the time of order.

U. Cancellation & Refunds

Refunds are not available for customers after the hosting account activation. You may however cancel your account at any time in order to make sure that your account is not renewed.

Accounts which have negative balances will be sent to collections and all services will be terminated, including domain registrations.

WebSite files are the responsibility of the Domain Cost Club customer and should a Domain Cost Club customer decide to cancel their service it is the customer's responsibility to make sure that they have backed up & downloaded the website files and any emails from the Domain Cost Club server prior to requesting that Domain Cost Club cancels their account. Once the cancellation request has been submitted to Domain Cost Club a cancellation of the website hosting service may occur anytime after the request is received by Domain Cost Club and when a cancellation request is completed the client's hosting account with Domain Cost Club and their website files are permanently removed from the Domain Cost Club servers. Therefore again it is the client's obligation to ensure that they have downloaded their website files and any emails from the server prior to their cancellation request.

V. 99.9% Service Level Agreement "SLA"

Domain Cost Club offers its clients a 99.9% network uptime guarantee for customer satisfaction purposes and also to ensure that your business is running problem free. Domain Cost Club will try to maintain maximum uptime. Domain Cost Club is not responsible for any downtime caused by the client.