General Terms of Service

Whereas, Bstack Networks is an information provider connected to the Internet Bstack Networks offers storage and transfer services over the Internet through access to its Web Server;

Whereas, Customer seeks to utilize Bstack Network’s server for its own purposes;

Whereas, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Bstack Networks can make no guarantee that any given reader shall be able to access Bstack Network's server at any given time.

Bstack Networks represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows;

**Financial Arrangements**

1. Customer agrees to a thirty (30) day contract minimum beginning upon commencement of service. Exact contract duration is decided upon at signup.
2. Customer agrees that all charges and fees associated with an account are their sole responsibility.
3. If the customer wishes to cancel Bstack Networks shared Web Hosting services within thirty (10) days of the initial signup they shall be able to do so. (aside from disablement for Terms of Service or Spam Policy violations) and have their money refunded minus nonrefundable gateway fees.
4. Services provided by 3rd parties and Bstack Networks partners are not part of the 30-day refund policy and no early ending credit applies. Billing will stop at end of term during which the service is canceled.
5. At the end of the contract term, the contract will automatically renew for the original contract length indefinitely until canceled in writing or via the web portal. After the first 30 days a canceled account will be canceled before the next payment is due and no more billing will occur nor will any payment be refunded, even for unused portions. If any non-refundable charges have already been incurred, they must be paid before the account may be cancelled.
6. "10-Day Money-Back Guarantee" offer only applicable to credit card payments for shared web hosting. Other forms of payment are non-refundable. Refunds can only be processed for shared hosting. Domain registrations (including the value of any used free domain registrations included with the plan) are not refundable under any circumstances. SSL certificates, vps, cloud servers, dedicated servers and any other product that is not shared hosting are non-refundable. The value of any AdWords credit or other third-party add-ons is non-refundable. See domain registration agreement for more information.
7. Violations of Bstack Network's Terms of Service, Acceptable Use Policy, or Spam Policy may, at Bstack Network's discretion, result in immediate and permanent disablement without refund.
8. Disputed charges ("chargebacks") associated with any Bstack Network account may, at Bstack Network's discretion, result in immediate and permanent disablement.

**Taxes**

1. Bstack Networks shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Customer or Bstack Network's server. Customer agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

**Material Products**

1. Customer will provide Bstack Networks with material and data in a condition that is "server-ready", which is in a form requiring no additional manipulation on the part of Bstack Networks. Bstack Networks shall make no effort to validate this information for content, correctness or usability.
2. Use of Bstack Network's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of Customer's Webspace by the Customer.
3. The following examples are offered:
   1. Web Publishing: requires a knowledge of HTML, properly locating and linking documents, FTPing Webspace contents, Graphics, text, Sound, imagemapping, etc.
   2. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc.
4. The Customer agrees that he or she has the necessary knowledge to create Customer's Webspace. Customer agrees that it is not the responsibility of Bstack Networks to provide this knowledge or Customer Support outside of the defined service of Bstack Networks.
5. Bstack Networks will exercise no control whatsoever over the content of the information passing through the network, provided that it adheres to all other conditions set forth in our Terms of Service and Acceptable Use Policy documents.
6. Bstack Networks reserves the right to police its network to verify compliance with all agreed upon Terms.
7. The Customer agrees to cooperate in any reasonable investigations into their adherence to all agreed upon Terms. Failure to cooperate is grounds for immediate disablement of all accounts/service plans.
8. Bstack Networks reserves the right to disconnect any website or server deemed to present a security threat to Bstack Network's customers, servers, or network.
9. The opening of multiple accounts or service plans in order to bypass any restrictions or overage charges set forth by Bstack Networks is grounds for termination of all services.
10. Bstack Networks makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Bstack Networks also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer. Use of any information obtained by way of Bstack Networks is at the Customer's own risk, and Bstack Networks specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of a connection to and do not represent guarantees of available end to end bandwidth. Bstack Networks expressly limits its damages to the Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability.
11. Bstack Networks specifically denies any responsibilities for any damages arising as a consequence of such unavailability. In the event that this material is not "Server-ready", Bstack Networks may, at its option and at any time, reject this material, including but not limited to after it has been put on Bstack Network's Server. Bstack Networks agrees to notify Customer immediately of its refusal of the material and afford Customer the opportunity to amend or modify the material to satisfy the needs and/or requirements of Bstack Networks. If the Customer fails to modify the material, as directed by Bstack Networks, within a reasonable period of time, which shall be determined between the parties themselves, the contract shall be deemed to be terminated.
12. All domain names registered through Bstack Networks or its previous domain registration site, domainitron.com, that are 'parked' or are otherwise not immediately associated with a Bstack Networks hosting plan will be automatically pointed to a "Coming Soon" web page which informs visitors that the registrant has recently registered their domain name via Bstack Networks.com. The Coming Soon web page may be modified at any time by Bstack Networks without prior notice to you and may include such things as, without limitation, links to additional products and services offered by Bstack Networks.

**Trademarks & Copyrights**

1. Customer warrants that it has the right to use the trademarks and copyrights applicable to all content and/or products being made available through the customer's account.

**Hardware, Equipment, & Software**

1. The customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access Bstack Networks.
2. Bstack Networks makes no representations, warranties or assurances that the Customer's equipment will be compatible with the Bstack Networks service.

**Guaranteed Uptime**

1. Bstack Networks guarantees 99.9% uptime. A failure to provide 99.9% uptime will result in customer compensation pursuant to guidelines established herein.
2. Customer is entitled to compensation if Customer's web site, databases, email, FTP, SSH or webmail become unusable as a result of failure(s) in Bstack Networks systems for reasons other than previously announced scheduled maintenance, coding or configuration, IP blocked from failed logins or scripts that trip firewall counters or other errors on the part of the customer.
3. Customer will receive Bstack Networks credit equal to the Customer's current hosting cost for 1 (one) day of service for each 1 (one) hour (or fraction thereof) of service interruption, up to a maximum of 10% of customer's next pre-paid hosting renewal fee.
4. Bstack Network's assessment of downtime begins when Customer opens a support ticket to report the problem.

**Cloud / VPS / Dedicated Servers**

1. Bandwidth pricing and measurement frequency is subject to change at Bstack Network's discretion. Customers affected by such changes will be notified no less than thirty (30) days in advance by Bstack Networks.
2. Bstack Networks is under no obligation to compensate Customer for downtime, whether the downtime be caused by Customer, Bstack Networks, or Bstack Network's upstream providers.
3. Customer agrees that dedicated server payments are NONREFUNDABLE. For example, if Customer submits payment for twelve (12) months of service, service will be provided for twelve (12) months and will not be refunded if customer chooses to discontinue service with Bstack Networks mid-way through the term.
4. Bstack Networks reserves the right to alter the dedicated server packages advertised on its website at its discretion. Bstack Networks is not required to upgrade Customers' hardware or bandwidth allocation as a result of a pricing or service package change. Customer will not be required to upgrade hardware as a result of a pricing change.
5. For Standard managed servers, Bstack Networks is responsible for the network, the kernel, and the base operating system (defined as the standard set of packages example: LAMP, IIS, setup and configure of standard included software / apps that normally come installed with the server). Bstack will help with getting your system installed with software and initial setup along with general request for what’s considered general server setup or settings to the user. Think of this as a consultant roll that is somewhat hands on. Example: We will install and configure Apache, SQL and help get you site running and also make recommendations or tweak some settings for you where it improves performance. The user is ultimately responsible for upkeep, upgrades, and backups of servers or applications (Bstack does not do support for end user applications or code etc.)
6. For Managed Plus servers, this includes everything in “standard managed” plus Bstack will do a monthly login (this service requires Bstack having a login to your server. Bstack does NOT have access to user set password) and perform general patching and check on system health. Bstack will then take any steps it deems necessary at any time to protect the security of the network and alert you to patches or critical system updates. Bstack does not want to risk user application impact. Therefore, we will alert you to upgrades, patches and give end user the option to install themselves or let Bstack carry out the process once end user approved. Bstack cannot guarantee upgrades or patches will not interfere with user applications. (this generally includes applying security patches as well upgrading the entire operating system).
7. Bstack Networks is not responsible for notifying unmanaged servers of the need to apply patches. Failure to comply with these requirements is grounds for termination of contract without refund. Bstack Networks reserves the right to take any action upon unmanaged dedicated servers it deems necessary at any time to protect the security and integrity of Bstack Networks's network.

**Age**

1. The Customer certifies that he or she is at least 18 years of age, or that their parent or legal guardian will act as the "customer" in terms of this contract.

**Termination**

1. This contract may be terminated by either party, without cause, by giving the other party 14 days written notice. Bstack Networks will accept termination via the customer portal system. Notwithstanding the above, Bstack Networks may terminate service under this contract at any time, without penalty, if the Customer fails to comply with the terms of this contract, including non-payment. Bstack Networks reserves the right to charge a reinstatement fee.

**Limited Liability**

1. Customer expressly agrees that use of Bstack Network's Server is at Customer's sole risk. Neither Bstack Networks, its employees, affiliates, agents, third party information providers, merchants licensers or the like, warrant that Bstack Network's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Bstack Networks Server service, unless otherwise expressly stated in this contract.
2. Under no circumstances, including negligence, shall Bstack Networks, its offices, agents or anyone else involved in creating, producing or distributing Bstack Network's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Bstack Networks Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Bstack Network's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on Bstack Network's Server service.
3. Notwithstanding the above, Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate amount which Customer paid on the service contract period.

**Promotional Codes**

1. By using a promotional ("promo") code you waive the option to indicate who referred you to Bstack Networks.
2. You may not change/submit a promo code or referrer after you've finished signing up.
3. Promo codes/referrers are for new customers only unless otherwise specified — if you use one you may not host on your account any domain ever previously hosted with Bstack Networks.

**Indemnification**

1. Customer agrees that it shall defend, indemnify, save and hold Bstack Networks harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Bstack Networks, its agents, its customers, servants 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 Bstack Networks against Liabilities arising out of
   1. any injury to person or property caused by any products sold or otherwise distributed in connection with Bstack Network's Server;
   2. any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party;
   3. copyright infringement;
   4. any defective product which Customer sold on Bstack Networks Server.

**Sanctioned Countries**

Customer agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Customer covenants that it shall not – directly or indirectly – sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Bstack Networks under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Customer agrees to indemnify, to the fullest extent permitted by law, Bstack Networks from and against any fines or penalties that may arise as a result of Customer's breach of this provision. This export control clause shall survive termination or cancellation of this Agreement.

**Other Agreements**

Customer agrees to abide by the terms set forth in this document as well as other Bstack Networks policy documents including, but not limited to:

1. [Acceptable Use Policy](https://www.dreamhost.com/legal/acceptable-use-policy/)
2. [Anti-Spam Policy](https://www.dreamhost.com/legal/anti-spam-policy/)

Customer also agrees to abide by all applicable Terms set forth by all Bstack Networks partners and subsidiaries.

**Contract Revisions**

Revisions to this Contract will be applicable to previous Contracts Revisions will be considered agreed to by the Customer on renewal of service as specified in Section – Financial Arrangements.

**Transfer**

Customer may not transfer this contract without the written consent of Bstack Networks.

**Contract**

These Terms and Conditions constitutes the entire Contract and understanding of the parties. Any changes or modifications to these Terms and Conditions of Contract thereto are agreed to by the both parties upon renewal of services.