
eLime Hosting Company Policies

In this PDF you will find our:

- ⇒ Terms of Service Agreement (p. 2)
- ⇒ Acceptable Use Policy (p. 4)
- ⇒ Privacy Policy (p. 6)
- ⇒ Service Level Agreement (p. 8)

If you have any questions regarding this information please email helpdesk@elimedesign.com.

The policies are subject to change without notice.

Please note: eLime Hosting Company may be referred to as eLime Design Studio in the following policies and agreements.

eLime Hosting Company is owned by eLime Design Studio.

Revised 5/25/2008

eLime Hosting Company Terms of Service

The following Terms of Service must be agreed by the Customer when ordering a hosting package from eLime Hosting Company. By agreeing to our Terms of Service, you are also agreeing our Acceptable Use Policy and our Privacy Policy.

Customer is entitled to a 30-day money back guarantee on hosting fees charged by eLime Hosting Company. Account setup fees are non-refundable and any domain names registered off site, eLime Hosting Company is not responsible for. Cancellations MAY ONLY be submitted via our [Cancellation Form](#). WE WILL NOT accept cancellations via any other email address or phone call, no exceptions. Monthly/Quarterly/Annual hosting fees after 30 days are non-refundable.

Customer acknowledges and specifically agrees that chargeback's are unlawful if eLime Hositng Company's service has been rendered. If customer has a billing dispute with eLime Hosting Company, the Customer must settle such dispute with eLime Hosting Company directly without initiating any chargeback procedures. Any chargeback will evoke an automatic US\$200 (two hundred dollar) service fee, without exception, for which customer will be held responsible in via a collection agency.

Returned checks will be assessed a \$30.00 charge.

Customer is not permitted to store, resell or give away their website to any other person while under contract with eLime Hosting Company.

eLime Hosting Company reserves the right to cancel your account at any point in time, for whatever reason without prior notice.

You are not permitted to store any more data than you're given package amount agreed on the server. Should you exceed this limit, eLime Hosting Company may suspend your account until further notice. You will be advised of what measures to take to ensure your stay within your limit.

Should the Customer wish to terminate their eLime Hosting Company account, they must send written confirmation to eLime Design Studio with 7 days notice.

On closing a eLime Hosting Company account all data on the server will be deleted. Please ensure you have a full backup of everything stored before canceling, as we will not be able to reclaim this data. Emails will also be deleted. eLime Hosting Company and eLime Design Studio iare not responsible for data loss once your account is terminated.

Customer is recommended to backup all data stored on our servers, as it is not guaranteed to be backed up by eLime Hosting Company.

eLime Hosting Company is not liable for any loss, damage or change to customer's data on the server caused by misuse, unavailability or removal of service.

Customer is solely responsible for the entire content of their website. Please ensure you agree with the Acceptable Use Policy and that your website reflects the instructions set out by eLime Hosting Company. The Customer may not run any server processes, for example

talkers and IRC from eLime Hosting Company servers. Running IRC chats/bots will result in a termination of your account. eLime Hosting Company has the right to edit or delete content on a web site if it's not allowed on the server. This also includes data in MySQL databases.

Should the customer wish to take advantage of the 30-day money back guarantee, please refer to our guidelines.

Should the customer exceed their bandwidth limit shown on chosen package, which then reaches the point where it has an adverse effect on our other eLime Hosting Company customers we reserve the right to disable the website until you can reduce the usage. Any bandwidth overage charges will be billed at the end of the month for accounts that exceed their bandwidth allocation, at a rate of \$10 per gigabyte (GB), rounded up, per month. We will email you around the time you reach your limit, although we are not responsible for email messages you do not receive.

As the customer, you are responsible for all the data contained within your website. You must ensure you have obtained any permission needed for any of the data, eLime Hosting Company is not liable for any consequence should it arise.

eLime Hosting Company reserves the right to modify/update or revise this agreement without prior notice, at any point in time.

If you have any queries regarding this agreement please contact [eLime Design Studio](mailto:helpdesk@elimedesign.com) (helpdesk@elimedesign.com).

eLime Design Studio Acceptable Use Policy

eLime Hosting Company reserves the right to cancel or suspend your hosting account if we believe the account is being used inappropriately. Failure to comply with this policy will result in termination of your service.

Any service provided by eLime Hosting Company may only be used to lawful purposes. Storage, transmission or presentation of any data or information that violates any law is prohibited. Copyright material and material that is obscene or protected by trade secret or invasion of privacy is also prohibited.

You agree to release, defend, indemnify and hold harmless eLime Hosting Company and its contractors, agents, employees, offices, directors, shareholders and affiliates from and against any losses, damages or costs, including reasonable attorney's fees, resulting from any claim, action, proceeding, suit or demand arising out of or related in any way to your account with eLime Hosting Company and/or your use of the services provided by eLime Hosting Company.

Sites with sex related data or pornographic content of any a kind is prohibited. This included links to content of this kind elsewhere. It is at the decision of eLime Hosting Company what acceptable content is. Sites that promote illegal activity or sites that contain content that may be damaging to eLime Hosting Company servers or any other server on the internet is prohibited, this also includes links. Pornographic and/or spamming message in MySQL databases are not allowed. eLime Hosting Company holds the right to delete and/or modify Pornographic and/or spamming messages in MySQL databases without notice to the client.

Unacceptable content includes pirated software, hacker related resources, hacker programs and where as sites, software sites that violate copyrights and/or trademarks.

No sort of unsolicited commercial advertising through email is permitted through eLime Hosting Company's servers. This includes spamming, sending unsolicited email or posting commercial/off topic messages to Usenet groups.

eLime Hosting Company will not allow activity that infringes or misappropriates in the intellectual property rights of others. This includes copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities, activity that violates privacy, publicity, or other personal rights of others. eLime Hosting Company is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also eLime Hosting Company policy to terminate the privileges of customers who commit repeat violations of copyright laws.

eLime Hosting Company does not allow any attempts to undermine or cause harm to any of the servers or any other customer. Any such programs that consume excessive CPU time or allow use of mail services, mail forwarding capabilities or auto responders other than for customer's own account are not permitted. The resale of disk space without reseller agreement or using eLime Hosting Company's servers to backup material that is unrelated

to the content of your web site is prohibited. We do not allow the operation of IRC servers or IRC bots on our servers.

Private, "unlisted" registrations may not be used to transmit spam, violate the law or engage in morally objectionable activities including but not limited to, those which are: child pornographic, harmful to minors, defamatory, abusive, threatening, harassing, tortious, obscene, racially, ethnically, or otherwise objectionable; or involve hate crimes or terrorism. eLime Hosting Company will provide your information to any legal or law enforcement agencies if requested.

eLime Hosting Company will not be held responsible for any loss of data held on our servers to anyone's web site. eLime Hosting Company will always try to restore your lost data, however this doesn't always work as the data may be corrupted in such an instance eLime Hosting Company will not be held responsible. Customers are encouraged to keep a backup of their web site via their personal computer or download files from the server via FTP.

In order to cancel your service you need to fill out the cancellation form at <http://elimehostingcompany.com/hostingcancel.php>. If a cancellation is made within the first 30 days you will be entitled to a full refund, however this does not include domain name registration fees or any additional requirements for the service. After the first 30 days, 7 days notice is required. We will not refund customers that have violated any of the eLime Hosting Company's policies.

eLime Hosting Company retains the right to suspend or deactivate your account at any time and this may result in the forfeiture of any fees paid. Your web site will be suspended for 15 days if payment is not made. If no payment is received within 30 days your hosting account will be cancelled. eLime Hosting Company is not responsible for data loss. Any complaints received regarding the abuse of an account will be in the grounds of suspension.

eLime Hosting Company reserves the right to refuse, cancel or suspend any service provided at our sole discretion. You may not resell your web space with eLime Hosting Company. If hosting space is being resold your hosting account will be cancelled. eLime Hosting Company's Acceptable Use Policy is subject to change at any time without notice.

updated: 1/01/2008

eLime Design Studio Privacy Policy

Effective Date: August 9, 2007

eLime Hosting Company is committed to preserving your privacy and safeguarding your credit card and other sensitive information. The following statement describes the general information-gathering and usage practices of our web site.

If you have questions or concerns regarding this statement, you should first contact eLime Hosting Company at <http://helpdesk.elimedesign.com>.

Collecting Personal Information on eLime Hosting Company:

The information collected from customers is used for billing and administration purposes only and will be kept confidential. Due to the nature of this communication, customers may not opt-out of these email communications. Examples of uses of the information collected are order fulfillment, responding to questions and user account management. Contact information collected will be name, address, telephone number, email address and payment information will be credit or debit card. None of which will be passed onto third parties.

Agents:

eLime Hosting Company uses a third-party credit card processing company to bill you for the services. This company does not retain, share, store or use personally identifiable information for other purposes.

Third Party Tracking:

eLime Hosting Company uses third-party tracking called Google Analytics that uses log files and cookies to track non-personally identifiable information about visitors to our site in the aggregate usage, referrer and volume statistics to better track third-party advertising network effectiveness.

Log Files:

As is true of most Web sites, we gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data.

We use this information, which does not identify individual users, to analyze trends, to administer the site, to track users' movements around the site and to gather demographic information about our user base as a whole.

We do not link this automatically collected data to personally identifiable information.

Cookies:

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use session ID cookies. We use session cookies to make it easier for you to navigate our site. A session ID cookie expires when you close your browser.

This privacy statement covers the use of cookies by eLime Hosting Company on <http://www.elimehostingcompany.com> only.

Access to Personally Identifiable Information:

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update or cancel your account by contacting our customer support department at helpdesk@elimedesign.com or by contacting us by telephone or postal mail at the contact information below. Our client login section is used to manage your personally identifiable information.

Security:

The security of your personal information is important to us. When you enter sensitive information (such as credit card information) on order forms, we encrypt that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

If you have any questions about security on our Web site, you can send email us at helpdesk@elimedesign.com or submit a support ticket via <http://helpdesk.elimedesign.com>.

Privacy Policy Change Notification:

If we decide to change our privacy policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our homepage.

Legal Disclaimer:

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Web site.

Contacting eLime Hosting Company:

If you have any questions about our privacy statement, please contact:

Customer Support

eLime Hosting Company
3341 Indian Scout Drive
Casper, WY 82604
helpdesk@elimedesign.com
Phone: (970) 518-2431

eLime Hosting Company Service Level Agreement

(SLA)

*eLime Hosting Company may be referred to as eLime Design Studio (the parent company)

This Service Level Agreement (SLA) covers the availability and uptime of our Windows server and client web sites.

Coverage

This SLA applies to any eLime Hosting customer in good financial standing with eLime Hosting Company at the time of a service outage.

Specifications

eLime Hosting Company endeavors to have the content of all your web sites (which are being served by eLime Hosting Company) available for HTTP access by any party in the world 99.5% of the time. Service outage (unavailability) is defined as 100% packet loss from eLime Design Studio's service provider to their backbone providers.

Compensation

In the event that that the average availability of all your web sites (served by eLime Hosting Company) falls below 99.5%, eLime Hosting Company will credit the following month's Service Fee as follows (if requested by client). Such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month, with the maximum credit not to exceed hundred (100) percent of the monthly Service Fee charge for the affected month.

99.5% to 100%	0%
98% to 99.4%	5%
95% to 97.9%	10%
90% to 94.9%	15%
89.9% and below	25%

less than 42.2 mins	0%
42.3 to 864 mins (15 hrs)	5%
865 to 2160 mins (36 hrs)	10%
2161 to 4320 mins (72 hrs)	15%
greater than 4320 mins (over 72 hrs)	25%

* Assumed a 30 day month, 43200 minutes in a month, 1440 minutes in a day

Example: \$10.00 per month for Personal Hosting Plan, Service Fee 10%. \$10 monthly fee x 10%= 1. \$10 - 1 = \$9. Customer account will receive a \$9 credit.

Credit Request and Payment Procedures In order to receive a credit, customer must make a request by opening a support ticket with our Help Desk. Credit requests will not be accepted through LIVE Chat. Each request in connection with this SLA must include customer's account number (domain name) and the dates and times of the unavailability of customer's Web site. The request must be received by eLime Hosting Company within ten (10) business days after customer's Web Site was not available. If the unavailability is confirmed by eLime Design Studio, credits will be applied within thirty (30) days of confirmation of unavailability. The total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services.

Credit to your account shall be your sole and exclusive remedy in the event of an outage. All credits given by eLime Hosting Company are non refundable and may only be used to pay current or future hosting fees.

Restrictions

Credits shall not be provided to you in the event that you have any outage resulting from:

1. Scheduled maintenance as posted from time to time at eLime Design Studio's Blog (<http://www.elimehostingonline.com/blog>) and/or emails regarding the maintenance. Emergency maintenance and system upgrades.
2. Your behavior, the non-performance or failure of your software or applications. MySQL databases included. Anything else that breaks eLime Hosting Companies Acceptable Use Policy and/or Terms of Service.
3. Circumstances beyond eLime Hosting Companies reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration / transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site.
4. Errors or non-performance of third-party software, including without limitation, Microsoft ASP.Net, .php, .jsp, any other server side software. Including Plesk Control Panel.
5. Issues with FTP, POP, IMAP, or SMTP customer access.
6. Client error(s)

Direct all
questions/comments to:

Ref code: policy handbook

eLime Design Studio
3341 Indian Scout Drive
Casper, WY 82604

(970) 518-2431

helpdesk@elimedesign.com