

# Immobiliere Global

## WEBHOSTING

### Terms of Service

**IMPORTANT NOTICE:** All Payments To Immobiliere Global Webhosting are Non-Refundable. All refunds are made at the administration's discretion.

Immobiliere Global Webhosting ("The Company") agrees to furnish services to the client, subject to the following ToS (Terms of Service).

**Right to Refuse Service:** Immobiliere Global Webhosting reserves the right to refuse it's services to anyone for any reason. This policy is enforced to ensure a professional and secure environment for all customers on our systems.

Use of Immobiliere Global Webhosting Service constitutes acceptance and agreement to Immobiliere Global Webhosting's SOPP, as well as Immobiliere Global Webhosting's ToS (Terms of Service).

All provisions of this contract are subject to the ToS (Terms of Service) of Immobiliere Global Webhosting, and the SOPP (Standard Operating Procedure Policy). The SOPP may be changed from time to time at the discretion of the Company. Client understands that change to the SOPP by the Company shall not be grounds for early contract termination or non-payment.

**Disclosure to Law Enforcement:** The SOPP specifically prohibits the use of our service for illegal activities. Therefore, Client agrees that the Company may disclose any and all Client information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Client. In addition Immobiliere Global Webhosting shall have the right to terminate all service set forth in this Agreement.

**Service Rates:** Client acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Client. Client is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

**Payment:** Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on a reoccurring date that coincides with the date of signup.

**Temporary access to account:**

The customer is allowed to use the IP/~username/ (for temporary access to site, prior to domain name propagation) however once the domain propagates, Client is advised to use the correct domain name for site access..

**Payments and Fees:**

NOTICE: PayPal is an authorized retailer for goods and services provided by Immobiliere Global Webhosting and as such must abide by the Terms of Service of said company. All Credit Card and e-check purchases will be sold/processed by PayPal.com . All services will be provided by Immobiliere Global Webhosting.

**Declined and Late Payment Fees:** Credit cards that are declined for any reason are subject to a \$10.00 declination fee. Service will be interrupted on accounts that reach 5 days past due. Service interrupted for nonpayment is subject to a \$10 reconnect charge for virtual and reseller accounts and a \$200 reconnection fee for dedicated servers. Accounts not paid by due date are subject to a \$30.00 late fee. Accounts that are not collectable by Immobiliere Global Webhosting will be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay Immobiliere Global Webhosting a "Processing and Collection" Fee of not less than \$50 and not more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this ToS in the Account Cancellation section.

**Account Deletion:** Accounts not paid in full within 30 days of the due date will be terminated. All data in the account will be lost. Immobiliere Global Webhosting is not responsible for any loss of data or damages due to this loss of data.

**Refund and Disputes:** All payments to Immobiliere Global Webhosting are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Immobiliere Global Webhosting's sole discretion is a valid charge under the provisions of the ToS and/or SOPP, you agree to pay Immobiliere Global Webhosting an "Administrative Fee" of not less than \$50 and not more than \$150. All refunds are made at the administration's discretion.

**Failure to Pay:** The Company may temporarily deny service or terminate this Agreement upon the failure of Client to pay charges when due. Such termination or denial will not relieve Client of responsibility for the payment of all accrued charges,

plus reasonable interest and any collection fees.

**Account Cancellation:** All requests for canceling accounts must be made via the client control panel (<http://www.immglobal.com/us/login.php> ) with at least 15 days notice but not more than 60 days prior notice. You may also email a cancellation request to [support@imglobal.com](mailto:support@imglobal.com) . Dedicated server cancellations *must be mailed* to Immobiliere Global Webhosting Attn: Dedicated Cancellation, 2019 Northridge Dr., Coralville, IA 52241. You must have all account information to cancel and include your signature.

Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Client further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

**Support Boundaries:** Immobiliere Global Webhosting provides 24/7 technical support to our Clients. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Immobiliere Global Webhosting provides support related to your server or functioning. Immobiliere Global Webhosting does not offer tech support for application specific issues such as CGI, JavaScript, PHP or ASP programming, html or any other such issue. Immobiliere Global Webhosting does not provide technical support for YOUR Clients. If you can email, we encourage you to email support @ [imglobal.com](mailto:imglobal.com) or utilize the online ticket system <http://www.immglobal.com/support-center/> for assistance. Any request of technical support warrants the possibility of being charge a system administration fee if the request related to Operating System functionality, software application functionality, customer installed software/scripts, or Control Panel functionality. If a staff member of Immobiliere Global Webhosting is required to login to your server to provide support, system administration fees can be applied to your account. Charges are applied at an hourly rate and applied to the next billing cycle.

**SPAM and Unsolicited Commercial Email (UCE):** Immobiliere Global Webhosting takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that Clients of Immobiliere Global Webhosting may not use or permit others to use our network to transact in UCE. Clients of Immobiliere Global Webhosting may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of Immobiliere Global Webhosting's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Immobiliere Global Webhosting will initiate an immediate investigation (within 48 hours of notification). During the investigation, Immobiliere Global Webhosting may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Immobiliere Global Webhosting may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Immobiliere Global Webhosting reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Immobiliere Global Webhosting will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$150 per hour that Immobiliere Global Webhosting personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

As our Clients are ultimately responsible for the actions of their clients over the Immobiliere Global Webhosting network, it is advisable that Clients develop a similar, or stricter, policy for their clients.

## Domains

### *Registration Data.*

When you register or transfer a domain name, you are required to provide us with certain information. This information includes:

Your full name, postal address, e-mail address, voice telephone number, and fax number if available; The name of an authorized person for contact purposes in the case of a registrant that is an organization, association, or corporation; The full name, postal address, e-mail address, voice telephone number, and fax number if available of the technical contact for the TLD name; The full name, postal address, e-mail address, voice telephone number, and fax number if available of the administrative contact for the TLD name; The name, postal address, e-mail address, voice telephone number, and fax number if available of the billing contact for the TLD name; and Any remark concerning the registered TLD name that should appear in the WHOIS directory.

You agree to update this information to keep it current, complete and accurate. You also agree and understand that the foregoing registration data will be publicly available and accessible on the WHOIS directory as required by ICANN/Registry Policy and may be sold in bulk in accordance with the ICANN Agreement.

***Inaccurate or Unreliable Data.***

If member deliberately provides inaccurate or unreliable information, or fails to promptly update necessary information, or fails to respond to our email inquiries within five calendar days, such actions shall constitute a breach of this Agreement.

**Network**

**IP Address Ownership:** If Immobiliere Global Webhosting assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Immobiliere Global Webhosting, and Customer shall have no right to use that Internet Protocol address except as permitted by Immobiliere Global Webhosting in its sole discretion in connection with the Services, during the term of this Agreement. Immobiliere Global Webhosting shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Immobiliere Global Webhosting, and Immobiliere Global Webhosting reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you **MUST** use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

**Bandwidth Usage:** Customer agrees that bandwidth that exceeds the given rate on a monthly basis will pay an "overage" as detailed on the Immobiliere Global Webhosting website. Immobiliere Global Webhosting will monitor Customer's bandwidth via MRTG. Immobiliere Global Webhosting shall have the right to take corrective action if Customer's bandwidth is excessive and interrupts service for other customers. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Immobiliere Global Webhosting's sole and absolute discretion. If Immobiliere Global Webhosting takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Immobiliere Global Webhosting may, at its sole discretion, collect a deposit, in an amount determined by Immobiliere Global Webhosting, against customer's credit card on file with Immobiliere Global Webhosting.

**System and Network Security:** Users are prohibited from violating or attempting to violate the security of the Immobiliere Global Webhosting Network. Violations of system or network security may result in civil or criminal liability. Immobiliere Global Webhosting will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing."

Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Taking any action in order to obtain services to which such User is not entitled.

Addition of IP addresses that have not been specifically assigned to the server.

**Notification of Violation:** Immobiliere Global Webhosting is under no duty to look at each customer's or user's activities to determine if a violation of the SOPP has occurred, nor do we assume any responsibility through our SOPP to monitor or police Internet-related activities.

**First violation:** Any User, which Immobiliere Global Webhosting determines to have violated any element of this Standard Operating Procedure Policy, may or may not receive an email, warning them of the violation. If violation is file that should not be on the server, we will remove the file in question without notice. The service may be subject at Immobiliere Global Webhosting's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations. If Violation is considered too risky we reserve the right to terminate this account upon first Violation.

**Second Violation:** Users that Immobiliere Global Webhosting determines to have committed a second violation of any element of this Standard Operating Procedure Policy shall be subject to immediate suspension or termination of service without further notice.

We reserve the right to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

**Suspension of Service or Cancellation:** Immobiliere Global Webhosting reserves the right to suspend network access to any customer if in the judgment of the Immobiliere Global Webhosting network administrators the customer's server is the source or target of the violation of any of the other terms of the SOPP or for any other reason which Immobiliere Global Webhosting chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's accounts/machines were suspended.

Immobiliere Global Webhosting reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Immobiliere Global Webhosting must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

**Indemnification:** Immobiliere Global Webhosting wishes to emphasize that in agreeing to the Immobiliere Global Webhosting Standard Operating Procedure Policy (SOPP) and Terms of Service (ToS), customer indemnifies Immobiliere Global Webhosting for any violation of the Standard Operating Procedure Policy (SOPP) and Terms of Service (ToS) that results in loss to Immobiliere Global Webhosting or the bringing of any claim against Immobiliere Global Webhosting by any third-party. This means that if Immobiliere Global Webhosting is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against Immobiliere Global Webhosting, plus all costs and attorney's fees.

**Miscellaneous Provisions:** You MUST provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

A waiver by the Company of any breach of any provision of this Agreement by Client shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Client shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Client. Company reserves right to cancel Clients rights under this contract at anytime without further obligation.

Immobiliere Global Webhosting takes no responsibility for any material input by others and not posted to the Immobiliere Global Webhosting Network by Immobiliere Global Webhosting. Immobiliere Global Webhosting is not responsible for the content of any other websites linked to the Immobiliere Global Webhosting Network; links are provided as Internet navigation tools only. Immobiliere Global Webhosting disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

Immobiliere Global Webhosting is not responsible for any damages your business may suffer. Immobiliere Global Webhosting does not make implied or written warranties for any of our services. Immobiliere Global Webhosting denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Immobiliere Global Webhosting.

**Responsibility for Content:** You, as Immobiliere Global Webhosting's customer, are solely responsible for the content stored on and served by your Immobiliere Global Webhosting server.

**Responsibility for Backups:** You, as Immobiliere Global Webhosting's customer, are solely responsible for the backup and storage of any and all content for your site. This includes, but not limited to, up to date backup of your files, databases and any other information stored on our servers.