# TERMS / CONDITIONS

By using the services provided by LiveHostin.com, you agree to comply with and be bound by the terms and conditions outlined herein. If you do not agree with any part of these terms, please do not use our services.

Updated: Jan 2024

#### 1.1 SERVICE DESCRIPTION

LiveHostin.com is dedicated to providing comprehensive web hosting solutions, domain assistance, and a range of related services to meet the diverse needs of our clients. Our commitment is to deliver high-quality, reliable hosting services that empower individuals and businesses to establish and maintain a robust online presence.

# 1.2 Web Hosting Services

Our web hosting services encompass a variety of hosting plans tailored to cater to different requirements. Whether you're an individual, a startup, or an enterprise, LiveHostin.com offers scalable hosting solutions. From shared hosting for those starting small to dedicated servers for high-performance needs, our services are designed to accommodate a broad spectrum of users.

### 1.3 Domain Registration

LiveHostin.com simplifies the process of securing your online identity through our domain registration services. Choose from a wide array of domain extensions to align with your brand or personal identity. Our user-friendly domain management tools ensure seamless registration, renewal, and administration of your domains.

### 1.4 Additional Services

In addition to core hosting and domain registration, LiveHostin.com provides various related services to enhance your online experience. These may include but are not limited to website builders, SSL certificates, professional email solutions, and other value-added features to complement your hosting package.

# 1.5 Features, Pricing, and Limitations

Detailed information about the features included in each hosting plan, transparent pricing structures, and any limitations associated with our services can be found on our website. We believe in providing clear and accessible information to empower our users to make informed decisions that align with their specific needs.

Our commitment to transparency ensures that clients can easily navigate our offerings, understand the value each plan delivers, and choose the solution that best suits their requirements. Should you have any questions or require further clarification, our customer support team is readily available to assist you.

Explore our website for comprehensive details on the services we offer, or speak with one of our support team members for personalized assistance.

Our support team is here for you. Click to chat live!

#### 2.1 ACCOUNT REGISTRATION

In order to access and utilize the services provided by LiveHostin.com, users are required to complete the account registration process. By proceeding with the registration, you acknowledge and agree to the terms and conditions outlined below:

# 2.2 Accuracy of Information

You agree to provide accurate, current, and complete information during the registration process. This includes, but is not limited to, your name, contact information, and any other details requested as part of the registration.

#### 2.3 Account Credentials

As a registered user, you are responsible for maintaining the confidentiality of your account credentials, including your username and password. You understand that you are solely responsible for all activities that occur under your account.

# 2.4 Security Measures

LiveHostin.com employs industry-standard security measures to protect your account information. However, you acknowledge that the security of your account also relies on your actions, such as choosing a strong password and keeping your login credentials secure.

#### 2.5 Notification of Unauthorized Access

If you become aware of any unauthorized use or access to your account, you agree to notify LiveHostin.com immediately. This ensures prompt action to secure your account and investigate any potential security breaches.

### 2.6 Personal Data Protection

LiveHostin.com is committed to protecting your personal data in accordance with our Privacy Policy. By registering an account, you consent to the collection, use, and processing of your personal information as described in our Privacy Policy.

#### 2.7 Termination of Account

LiveHostin.com reserves the right to suspend or terminate accounts that violate our terms of service or for any other reasons deemed necessary by LiveHostin.com. Termination may result in the loss of data associated with the account.

By completing the registration process, you affirmatively consent to these terms and acknowledge your understanding of the responsibilities associated with maintaining an account on LiveHostin.com. It is advisable to review our terms of service and privacy policy regularly for any updates or changes.

For any inquiries or assistance related to account registration, please contact our support team

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### Billing and Payments

#### 31 PAYMENT SCHEDULE

Payment for services provided by LiveHostin.com is due in advance of the service period. Clients are required to make payments on or before the specified due date to ensure uninterrupted access to the subscribed services.

### 3.2 ACCEPTED PAYMENT METHODS

LiveHostin.com accepts payments through various secure and convenient methods, including but not limited to credit/debit cards, electronic funds transfer, and other specified payment gateways. Clients are encouraged to refer to our website or contact our billing department for a list of accepted payment methods.

#### 3.3 SERVICE SUSPENSION FOR NON-PAYMENT

LiveHostin.com reserves the right to suspend or terminate services for clients who fail to make timely payments. Service suspension may result in the temporary unavailability of hosted content and access to associated services until the outstanding balance is settled.

#### 3.4 FEF NON-REFUNDABILITY

All fees paid to LiveHostin.com are non-refundable unless explicitly stated otherwise in our refund policy. Clients are encouraged to review the refund policy on our website or contact our support team for clarification on specific services that may qualify for a refund.

### 3.5 FEE CHANGES

LiveHostin.com reserves the right to modify service fees, and clients will be notified of any changes in advance. Continued use of our services following the notification implies acceptance of the revised fee structure.

#### 3.6 LATE PAYMENT CHARGES

Clients acknowledge that late payments may be subject to additional charges or interest as specified in our billing policies. It is the responsibility of the client to settle outstanding payments promptly to avoid any additional fees.

♦ Late payment charges apply exclusively to post-paid customers. Pre-paid customers are exempt from late payment fees, as their services are prepaid and require no subsequent billing. We encourage post-paid clients to review our billing policies for a detailed explanation of late payment charges and associated terms.

### 3.7 BILLING INQUIRIES

For any inquiries related to billing, clients may contact our billing department at <a href="mailto:billing@livehostin.com">billing@livehostin.com</a>. Our team is available to address concerns, provide payment history, and assist with any billing-related matters.

### 3.8 Currency and Taxation:

All transactions are processed in the currency specified on our website. Clients are responsible for any applicable taxes, which will be clearly outlined in the billing statements.

Clients are encouraged to familiarize themselves with our payment and billing policies to ensure a smooth and transparent financial interaction with LiveHostin.com. For further assistance or clarification on any billing-related matters, please reach out to our dedicated billing department. For all sales questions related to service prices, please speak with our dedicated live support team.

### Acceptable Use

# 4.1 Compliance with Laws and Regulations

By utilizing the services provided by LiveHostin.com, you agree to conduct yourself in adherence to all applicable laws and regulations. This includes local, national, and international laws governing online conduct, content, and data usage.

#### 4.2 Prohibited Activities

Clients are expressly prohibited from engaging in activities that violate our acceptable use policies. Prohibited activities include, but are not limited to:

- Illegal Content: The distribution, storage, or transmission of any illegal or unlawful content, including but not limited to copyrighted material without proper authorization, malicious software, or any content that violates intellectual property rights. email <a href="mailto:abuse@sitebarn.com">abuse@sitebarn.com</a> to file a complaint.
- **Spamming:** The use of our services for sending unsolicited emails, messages, or other forms of communication, whether for commercial or non-commercial purposes, is strictly prohibited.
- Network Integrity: Any activities that may harm the integrity, security, or performance of LiveHostin.com's network, servers, or infrastructure are not allowed.

#### 4.3 Content Standards

Clients are responsible for ensuring that any content hosted or transmitted through LiveHostin.com's services complies with ethical standards and is free from material that may be considered offensive, defamatory, or harmful.

### 4.4 Enforcement of Policies

LiveHostin.com reserves the right to monitor and enforce compliance with these acceptable use policies. Violations may result in corrective actions, including content removal, account suspension, or termination, at the discretion of LiveHostin.com.

### 4.5 Reporting Violations

Clients are encouraged to report any suspected violations of these acceptable use policies to our abuse team at abuse@livehostin.com. Your cooperation in maintaining a secure and ethical online environment is crucial.

#### 4.6 Review of Policies

LiveHostin.com may periodically review and update these acceptable use policies. Clients will be notified of any changes, and continued use of our services following such notification implies acceptance of the revised policies.

### 4.7 Legal Consequences

Engaging in activities that violate these acceptable use policies may result in legal consequences. LiveHostin.com reserves the right to cooperate with or refuse law enforcement authorities in investigating and prosecuting users who violate these terms.

# Data Security

Engaging in activities that violate these acceptable use policies may result in legal consequences. LiveHostin.com reserves the right to cooperate with or refuse law enforcement authorities in investigating and prosecuting users who violate these terms.

# 5.1 Security Measures

LiveHostin.com employs industry-standard security measures to safeguard the integrity and confidentiality of the data entrusted to us by our clients. These measures include, but are not limited to, encryption, firewalls, regular security audits, and proactive monitoring.

#### 5.2 Limitations of Guarantees

While LiveHostin.com takes reasonable and diligent measures to secure your data, it is important to acknowledge that no system can guarantee absolute security. Factors beyond our control, such as unforeseen vulnerabilities or external threats, may pose risks despite our efforts.

# 5.3 No Data Security Guarantee

LiveHostin.com does not provide an absolute guarantee of the security of your data stored on our servers. Clients understand and accept that the nature of online services involves inherent risks, and LiveHostin.com cannot eliminate all potential vulnerabilities.

### 5.4 Client Responsibilities

Clients are responsible for taking proactive measures to ensure the security of their data. This includes the implementation of secure access practices, such as strong password management and regular password updates. Additionally, clients are encouraged to stay informed about security best practices.

### 5.5 Data Backups

You are solely responsible for maintaining regular backups of your data hosted on LiveHostin.com servers. In the event of data loss, LiveHostin.com may not be able to recover or restore your data. Regularly backing up your data is a critical practice to mitigate potential risks. speak with a support specialist about backup services.

### 5.6 Communication of Security Incidents

In the event of a security incident that may impact your data, LiveHostin.com is committed to promptly notifying affected clients. This notification may include details about the nature of the incident, potential risks, and recommended actions to secure your account.

# 5.7 Security Recommendations

LiveHostin.com provides security recommendations and guidelines to assist clients in enhancing the security of their accounts and data. Clients are encouraged to follow these recommendations and stay informed about emerging security threats.

# 5.8 Third-Party Services

Clients using third-party services integrated with LiveHostin.com's services are responsible for reviewing and understanding the security practices of those third-party providers. LiveHostin.com does not assume responsibility for the security practices of external services.

Clients are encouraged to review our data security policies regularly for any updates or changes. For further information or assistance regarding data security, please contact our security team at <a href="mailto:secure@livehostin.com">secure@livehostin.com</a>.

# <u>Service Availability</u>

# 6.1 Reliability Commitment

LiveHostin.com is committed to delivering reliable and high-performance services to our clients. Our infrastructure is designed to provide optimal availability and performance for your hosted content and applications.

### 6.2 Uninterrupted Availability Not Guaranteed

While LiveHostin.com strives to maintain uninterrupted availability, it is important to note that we do not provide a guarantee of continuous, uninterrupted service. Factors such as scheduled maintenance, unforeseen technical issues, or external events beyond our control may impact service availability.

#### 6.3 Scheduled Maintenance

To ensure the continued reliability and security of our services, LiveHostin.com may conduct scheduled maintenance. During these maintenance windows, clients may experience temporary service interruptions. Advance notice will be provided whenever possible to minimize the impact on users.

### 6.4 Technical Issues

Technical issues, including but not limited to hardware failures, software bugs, or network disruptions, may occur. LiveHostin.com has mechanisms in place to promptly address and resolve technical issues. Clients will be notified of any significant service disruptions and provided with updates on the resolution process.

# 6.5 Contingency Measures

LiveHostin.com employs contingency measures to minimize the impact of service interruptions. This includes redundant systems, LiveHostin.com data backups, and disaster recovery protocols. These measures are in place to enhance the overall resilience of our services.

### 6.6 Communication During Service Incidents

In the event of a significant service incident, LiveHostin.com is committed to transparent communication with clients. Regular updates will be provided to inform clients of the incident's status, expected resolution timeframes, and any actions they may need to take.

# 6.7 Client Responsibilities

Clients are encouraged to implement their own continuity and disaster recovery plans. This may include regular data backups, contingency planning, and communication strategies to minimize the impact of service interruptions on their operations.

#### 68 Service Credits

LiveHostin.com does not offer service credits for downtime or interruptions, as service availability is not guaranteed. Our focus is on continuous improvement and proactive measures to enhance the overall reliability of our services.

Clients are advised to review our service availability policies regularly for any updates or changes. For further assistance or information regarding service availability.

Our support team is here for you. Click to chat live!

### Termination if Services

### 7.1 Termination Rights

LiveHostin.com reserves the right to terminate services for clients who violate these terms of service or for any other reasons deemed necessary by LiveHostin.com. Grounds for termination may include, but are not limited to, violations of acceptable use policies, non-compliance with payment obligations, or activities that pose a risk to the integrity of our services.

#### 7.2 Notice of Termination

In the event of a decision to terminate services, LiveHostin.com will make reasonable efforts to provide advance notice to the affected client. Notice may be delivered via email or through the client's account dashboard. In urgent situations or cases of severe violations, termination may occur without prior notice.

#### 7.3 Loss of Data

Clients acknowledge that termination of services may result in the loss of data associated with their accounts. It is the responsibility of the client to maintain backups of their data to prevent data loss in the event of service termination.

#### 7.4 Data Retrieval Prior to Termination

To facilitate a smooth transition, clients are encouraged to retrieve and backup their data prior to the effective date of termination. LiveHostin.com may provide guidance and support for data retrieval upon request, subject to the circumstances surrounding the termination.

# 7.5 Client Responsibilities After Termination

After the termination of services, clients are expected to cease using LiveHostin.com's infrastructure and remove any references to our services from their websites or applications. Continued use of our services after termination may result in additional actions to enforce the termination.

# 7.6 No Liability for Data Loss

LiveHostin.com is not liable for any loss of data that occurs as a result of service termination. Clients are advised to regularly backup their data and adhere to our data security recommendations to mitigate the impact of potential service termination.

# 7.7 Right to Suspend Services

LiveHostin.com reserves the right to suspend services temporarily as an alternative to termination, depending on the nature and severity of the violation. Suspension may be lifted upon resolution of the issues leading to the suspension.

### 7.8 Review of Termination Decision

Clients who believe their services were terminated unjustly may request a review of the termination decision. Requests for review should be submitted to our support team.

Clients are encouraged to review our termination policies regularly for any updates or changes. For further assistance or information regarding termination of services, please contact our support team.

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### Modification of Terms

### 8.1 Modification Authority

LiveHostin.com reserves the right to modify these terms and conditions at any time. Changes may be made for various reasons, including legal compliance, service improvements, or responding to the evolving needs of our users.

# 8.2 Notification of Changes

Notice of any modifications to these terms will be provided on our website. LiveHostin.com will make reasonable efforts to notify clients of significant changes via email or through the client's account dashboard. Clients are responsible for regularly reviewing the terms to stay informed about any updates.

# 8.3 Acceptance of Modified Terms

Your continued use of LiveHostin.com services after the changes to these terms are posted constitutes acceptance of the modified terms. Clients who do not agree with the modified terms are advised to cease using our services.

### 8.4 Effective Date of Modifications

Modifications to these terms will become effective as of the date they are posted on our website, unless otherwise specified in the notification. Clients are encouraged to check the effective date to determine the applicability of the modified terms.

# 8.5 Review of Changes

LiveHostin.com recommends that clients carefully review any modifications to these terms. It is the responsibility of the client to understand the impact of the changes on their use of our services.

### 8.6 Communication Channels

LiveHostin.com may use various communication channels, including email notifications and announcements on our website, to inform clients about modifications to these terms. Clients are

advised to keep their contact information up-to-date to receive timely notifications.

### 8.7 Opt-Out Option

Clients who do not wish to accept the modified terms have the option to terminate their services with LiveHostin.com. The termination process is outlined in the "Termination of Services" section of these terms.

### 8.8 Review and Inquiry

For inquiries or clarification regarding the modified terms, clients may contact our support team at livehostin.com/chat. We are dedicated to ensuring that clients have a clear understanding of any changes to these terms.

Clients are encouraged to review these terms regularly for any updates or changes. For further assistance or information regarding modifications to terms, please contact our support team.

# **Governing Law and Arbitration**

### 9.1 Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of the state of North Carolina, United States. Any disputes arising from or in connection with these terms will be subject to the jurisdiction of the courts located within the state of North Carolina.

# 9.2 Applicability of NC Laws

The laws of North Carolina, without regard to its conflict of law principles, shall apply to the interpretation and enforcement of these terms and conditions. Clients agree that any legal action or proceeding related to these terms shall be brought exclusively in the state or federal courts located within North Carolina.

### 9.3 Choice of Venue

Clients expressly consent to the exclusive jurisdiction and venue of the courts chosen by LiveHostin.com for the resolution of any disputes arising under these terms. Any claims or legal actions must be initiated within the applicable statutory limitations as set forth by North Carolina law.

### 9.4 Arbitration

In the event of any dispute, controversy, or claim arising out of or relating to these terms, including the breach, termination, or validity thereof (collectively referred to as "Dispute"), the parties agree to resolve the Dispute through binding arbitration conducted in accordance with the rules of the American Arbitration Association (AAA) then in effect.

### 9.5 Arbitration Procedures

The arbitration proceedings shall be held in North Carolina, and the arbitrator's decision shall be final and binding upon the parties. The arbitrator may award damages, equitable relief, and attorney's fees and costs as provided by applicable law.

### 9.6 Waiver of Litigation:

By agreeing to these terms, clients expressly waive any right to bring a class action lawsuit or participate in a class arbitration regarding any dispute. All disputes must be resolved on an individual basis through arbitration.

### 9.7 Exceptions to Arbitration

Notwithstanding the arbitration clause, LiveHostin.com reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our intellectual property rights.

### 9.8 Modification of Arbitration Clause

LiveHostin.com reserves the right to modify the arbitration clause in these terms in the event of changes to applicable laws or regulatory requirements. Any modifications will be communicated to clients in accordance with the "Modification of Terms" section.

# 9.9 Compliance with Legal Requirements

Clients are responsible for ensuring that their use of LiveHostin.com services complies with all applicable local, state, and federal laws in their jurisdiction.

Clients are encouraged to review this governing law and arbitration clause regularly for any updates or changes. For further assistance or information regarding this clause, please contact <a href="legal@livehostin.com">legal@livehostin.com</a>

Clients are solely responsible for their actions and the content they host on LiveHostin.com services. Clients agree not to hold LiveHostin.com, its employees, or affiliates responsible for any consequences resulting from their choices, including but not limited to the content they publish or actions taken using our services. Clients expressly acknowledge and agree that LiveHostin.com disclaims any liability for the actions, content, or conduct of its clients. LiveHostin.com is not responsible for monitoring client activities but may take necessary actions to enforce these terms. Clients further agree to indemnify and hold LiveHostin.com harmless from any claims, damages, or liabilities arising from their use of LiveHostin.com services.

#### Important Links

Live Chat

Billing Department

Legal Department

Cyber Security

Report Abuse

Livehostin.com/chat

billing@livehostin.com

legal@livehostin.com

secure@livehostin.com

abuse@livehostin.com