



## **Ripples-on-Water Design, Hosting, Domain, and Promotion Services**

### ***Terms of Service, Privacy, Refund and Acceptable Use Policy***

These Terms of Service and Acceptable Use Policies (Terms and Policies) are an essential part of your relationship with Ripples-on-Water LLC (ROW). By using your Ripples-on-Water account, you agree to all of the Terms and Policies set out in this document.

**1. General Terms and Policies.** ROW is a private company providing website design, hosting, promotion, domain, and e-mail services. ROW equipment and facilities may be used to conduct private and commercial transactions, send electronic mail, transfer files, and otherwise participate in all legal aspects of the Internet (these uses are referred to in this document as "the Service"), subject to these Terms and Policies.

The Service is provided to authorized persons or organizations (referred to in this document as "subscriber", "your" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service.

ROW grants you a non-exclusive right to access, use and display the Service on any computers or other electronic display devices of which you are a primary user. You may not assign, sub-license or transfer any rights or obligations of the Service without the express written consent of ROW.

**2. Coverage.** If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents and/or customers. In either instance, a violation of these Terms and Policies by anyone using your account will be treated as a violation by you.

**3. Prices and Charges.** ROW charges for the Service are set at the time the service is ordered. ROW will provide notice to the Subscriber, via e-mail, 60 days prior to any changes in pricing.

Fees and charges are due on a specific date or if no date is specified, "Upon Receipt" of invoice either delivered by US Postal Service or by electronic means (email). Accounts not paid on the date they are due may go into a "suspension" period.

If you fail to pay for your account for seven days after the due date of the invoice, ROW may without further notice terminate your account. Termination does not remove your responsibility to pay all fees incurred up to the date that ROW terminates your account. If ROW incurs any fees or costs in collecting any past-due amounts, including costs of attorneys or a collection bureau, those fees and costs will be added to the amount you owe. ROW may, at its discretion, place your account on suspension for non-payment at any time prior to termination.

**a.** Reactivation Fees will be charged to any account that has been suspended for, but not limited to, non-payment, charge backs, and late payments. This Reactivation fee is set at \$25.00 per occurrence and must be paid PRIOR to the reactivation of the account, as well as any and all other fees that are due at that time. Any client that chooses to cancel their account will still be required to pay any and all fees due prior to the release of the suspension and reactivation even for the purposes of deleting, copying, or transfer of files.

**b.** Unsolicited Bulk E-mail ("spam") cleanup: \$500 + \$1 per message sent + \$50 per complaint received.

**c.** Any checks returned by the issuing institution will be charged a processing fee of \$25.

**4. Term.** The Service is provided to you on a month-to-month basis. ROW must receive written notice of termination (by first-class mail) from you at least one business day prior to the end of a month, or the Service will be provided and charged to you for the following month. The notice of termination must be signed by the Subscriber; notice of termination by email is not acceptable.

**5. Grounds for Suspension and Termination.** As a Subscriber, you agree to comply with these Terms and Policies. Any violation of these Terms and Policies may serve as cause for ROW to suspend or terminate your account. You agree that ROW has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

**a.** Using the Service in a way which constitutes violation of any copyright, trademark, applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);

**b.** Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); this ground for suspension or termination is separate from and in addition to the fees which will result from such activity;

**c.** Using the service to store, transfer, or advertise the following: pornography, nudity, violations of privacy, computer viruses, hacking, spyware, "warez", and any harassing and/or harmful material or uses;

**d.** Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account, message, or file which does not belong to you;

**e.** Using the Service in such a way as to forge or misrepresent headers, addresses, or other identification in website pages or electronic mail, or using any other method to disguise the sender's identity or location;

**f.** Excess utilization of system or network resources, including, but not limited to the use of CGI scripts or programs which consume an unreasonable amount of Central Processing Unit (CPU) usage or Random Access Memory (RAM);

**g.** Posting commercial messages to a USENET group for the purposes of promoting your website, where the posting is not approved by the specific USENET group in its charter;

**h.** Using the Service to promote or solicit competing Internet services;

**i.** Using the Service for unauthorized relays through any third party systems;

**j.** Using the Service for mail-bombing, which includes any instance where multiple messages are sent to a specific destination with the intent to render the recipient and/or the electronic system serving that recipient dysfunctional;

- k.** Using the Service to add or attempt to add addresses to any mailing list (yours or a third party's) without the explicit positive consent of the addressee(s);
- l.** A significant number of complaints regarding Subscriber's failure to be reasonably accessible to Subscriber's customers or to fill orders in a timely manner;
- m.** Engaging in harassment, whether through language, frequency, or size of e-mail messages;
- n.** Using the Service to engage in system flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other methods of denial-of-service attacks;
- o.** Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information; or
- p.** Improper client conduct toward ROW staff, or other abuse directed at the staff or services of ROW. Improper client conduct is considered by not limited to cursing, yelling, and threatening comments either on the phone, in an email or in person. Any abuse to a person in the employ of ROW will not be tolerated and will result in instant termination of service.

No bill credit will be given for a period of suspension. In the event of termination of your use of the Service under this section, ROW may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.

**6. Resource Abuse Policy.** Any website on our shared servers that uses a high amount of server resources (CPU, memory usage, and network resources) will be given an option to pay for a dedicated server. The abuse and misuse of system resources is a serious problem, and ROW does not tolerate it. Accounts on a shared server must be shared with other users, so we must limit how much of the CPU and memory can be used by any one account.

There are special exceptions to these rules to be determined at the time we discover abuse. There are different combinations of usage that can create problems and other special cases. If a server becomes unstable and an account is found to be the cause, ROW reserves the right to suspend the account to keep the server online and operating normally. If the usage is an increasing trend, the user has the option of investing in a dedicated server so the website can grow at a normal rate without restriction.

**7. Resource Abuse Suspensions.** In the event your website is suspended for resource abuse (abuse that cannot be resolved by removing/changing a script, etc.) and you do not wish to upgrade to a dedicated server to accommodate your site needs, ROW will only release the suspension after a period of 24-48 hours of suspension has passed. This is to ensure the CPU intensive site slows down in traffic to avoid further damage and problems. A backup will then be provided for your files or you will be allowed FTP/control panel access for a certain time period. You also agree by acceptance that ROW will not and cannot be held liable for any losses you may incur during a period of suspension or termination.

**8. Security.** You agree not to access or attempt to access private areas of the Service. You agree to notify ROW as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the Service.

**9. Liability.** You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by ROW, neither ROW nor any of its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. You also agree by acceptance that ROW will not and cannot be held liable for any losses you may incur during a period of suspension or termination. ROW neither endorses nor is responsible for the accuracy of third-party

material(s), and you agree that ROW is not responsible for any loss or damage caused by your use of, or reliance on, such material(s).

You agree to be liable for any damages or loss of service which results in damages to ROW as a result of any spamming or other violations. These damages include, but are not limited to, system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that ROW may pursue any such claims against you in District Court in Tennessee.

While every attempt is made to back-up client files, you agree that file loss, damage or any hacking attempts made by anyone will not be the responsibility of ROW, and while ROW may attempt to restore files from archived back-ups, ROW is in no way liable for loss, deletion of files, or any other acts that may harm or cause harm to such records or files stored within our servers. We encourage all clients who use our services to perform regular back-ups and said back-up should be stored by the client within their own storage systems apart from ROW servers.

You agree that in no event will ROW have financial liability to you in excess of the dollar amount remaining on your current service period.

**10. Warranty.** ROW MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, OR ANY SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE, REGARDLESS OF WHAT YOU MAY HAVE TOLD ROW ABOUT YOUR INTENDED USE OF THE SERVICE. NO ORAL ADVICE OR INFORMATION GIVEN BY ROW OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR OTHERWISE ALTER THE PROVISIONS OF THIS SECTION.

THE SERVICE AND ANY SOFTWARE PROVIDED TO YOU BY ROW ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; ROW DOES NOT WARRANT THAT THEY WILL BE ERROR-FREE AND/OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. ROW DOES NOT GUARANTEE THE SECURITY OR BACK-UP OF ANY OF YOUR DATA WHICH MAY BE STORED ON THE SERVICE.

**11. Privacy.** ROW commits to follow the controlling Federal and state laws respecting Subscriber privacy and data access. ROW will not provide names, addresses, telephone numbers, e-mail addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or as required under an appropriate court or administrative directive, including a facially valid subpoena, or as necessary to render the Service. ROW may provide aggregate data on Subscribers to third parties in the operation of ROW's business.

ROW is highly sensitive to the privacy interests of consumers and believes that the protection of those interests is one of its most significant responsibilities. In acknowledgment of its obligations, ROW has adopted the following Privacy Policy applicable to information about consumers that it acquires in the course of its business:

**a. Acquisition of Information.** We do not acquire any more information about consumers than is required by law or is otherwise necessary to provide a high level of service efficiently and securely.

**b. Our Employees and Privacy.** We train all of our employees about the importance of privacy. We give access to information about consumers only to those employees who require it to perform their jobs.

**c. Security Measures.** We make access to privacy-sensitive information subject to rigorous procedural and technological controls, consistent with legal requirements and the demands of customer service.

**d. Disclosure to Third Parties.** We will provide individually-identifiable information about consumers to third parties only if we are compelled to do so by order of a duly-empowered

governmental authority, we have the express permission of the consumer, or it is necessary to process transactions and provide our services.

**e. Privacy and Our Business Partners.** When we make our technology or services available to business partners, we will not share with them any more consumer information than is necessary and we will make every reasonable effort to assure, by contract or otherwise, that they use our technology and services in a manner that is consistent with this Privacy Policy.

**12. Refunds.** Refunds will be provided as follows:

**a. No refunds are given on **website design**.** Packages are scheduled for design based on client paying 50% down as a non-refundable retainer at the time the order is made. The balance for website design or website design packages will be due at the time of completion and upload to the designated URL. The client may cancel their design order before completion, finalization, and uploading to the designated URL, if so the client will release and relinquish the retainer already paid at the time of order for the services that have already been performed by ROW. As hosting and the domain name in a design package are purchased by ROW and ARE NOT priced within the package, they too will be retained by ROW and used by ROW at their discretion.

**b. Web hosting** purchased as a hosting package has a 30-days from purchase money back (pro-rated) refund policy. After 30 days NO refunds will be made. As domain names (URLs) are purchased by ROW and are NOT part of the hosting price, the ownership and rights to a domain name will be retained by ROW. A domain name will be released for payment of the retail price of the domain name. Software incompatibility is NOT ground for a refund past 30 days.

**c. If your website's server should ever log a **downtime** of more than 1% in a given calendar month as reported by the independent monitoring provided by "SiteUpTime", you will receive one month of FREE hosting added to the end of your current hosting term. To claim this credit, send an email request to [info@Ripples-on-Water.net](mailto:info@Ripples-on-Water.net) within 30 days of the reported month. Downtime is defined as a period of time that your site is unavailable to the general public due to hosting and/or server issues. Downtime does NOT include time when a site cannot be reached due to your ISP, domain, coding, or design issues. The FREE credit DOES NOT include any other services offered by ROW, and extension of those services is the sole responsibility of the client. Any cost incurred with these services will be the responsibility of the client.**

**d. No refunds will be given on **domain names (URLs)**, which are set aside and registered via ICANN or other accredited bodies in a process that cannot be reversed. Domain names that are included FREE with any package or promotion remain the property of ROW and may therefore be used by ROW in any way so appointed by ROW, and may display only what ROW deems to be allowed under the domain. Any FREE domain may be purchased or released by purchase of the domain by client or another party, and thus becomes subject to that control.**

**e. No refunds will be given on **site promotion**, as the promotion process is via submission and/or implementation of electronic or other intellectual actions in a process that cannot be reversed. ROW makes no promises as to placement or position in any search engine or directory listing.**

**13. Client DNS/Hosting Company Changes.** If a client changes or causes changes in DNS settings to direct service AWAY from ROW equipment and/or services, the account in question will be immediately placed on a security suspension. Access to ROW services, records, and support will be blocked at that time. If the change is made within 30 days of initial account creation a full refund may be requested for all services EXCEPT domain name registrations.

ANY refunds will be less any incurred fees on the account. NO REFUNDS will be made after the initial 30 days following account creation. All files and records may be deleted at ROW's discretion any time following a DNS/hosting change. ROW is not responsible for the forwarding, copying, or sending of files from an account. If services provided by ROW are left

behind through change of DNS/hosting companies, the account will be considered abandoned. No refunds, files, records, or transfers will be available. When changing or causing to change the DNS/hosting settings away from ROW services, you should copy any files or records that you wish to retain BEFORE the DNS changes are made.

**14. Disputes.** Any disputes between you and ROW arising out of your use of the Service or in any way based upon your subscription to and/or use of the Service which cannot be resolved will be submitted by the aggrieved party for binding arbitration under the auspices of the American Arbitration Association. Any demand for arbitration under this Section must be filed with the American Arbitration Association office in Tennessee. The arbitration must be held in Tennessee and the arbitrator must be a person with experience in online services operation.

**15. Governing Law.** These Terms and Policies are governed in all respects by the laws of Tennessee.

**9. Amendments.** These Terms and Policies may be amended in any respect at any time by ROW upon the posting of the amended Terms and Policies. Your continued use of the Service will be deemed consent to any such amended Terms and Policies. If you do not wish to continue to use the Service as a result of any such amended Terms and Policies, you may provide notice of your wish to terminate your use of the Service, and any unused portion of fees paid for the Service will be returned to you within 30 days.

*Revised April 23, 2012.*