

**CONTRACT NAME: AGREEMENT BETWEEN ARVIXE, LLC
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Arvixe, LLC and DJUSD is to provide web hosting for Davis Senior High School's student newspaper, The Blue Devil HUB.

The cost for this service is approximately \$50 per month and will be paid by Student Body funds.

TERMS OF SERVICE

Domain Registration Agreement

Last Updated: **January 1st, 2009**

Arvixе.com ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of Arvixе Service constitutes acceptance and agreement to Arvixе AUP as well as Arvixе TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of Arvixе, LLC and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of California, county of San Luis Obispo applicable to contracts enforceable in that state. Venue will be San Luis Obispo County, California.

Disclosure to Law Enforcement: The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber 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 Subscriber. In addition Arvixе shall have the right to terminate all service set forth in this Agreement.

Payments and Fees: Service will be interrupted on accounts that reach 5 days past due. Service interrupted for nonpayment is subject to a \$10 reconnect charge (individual hosting accounts). Accounts not paid by due date are subject to a \$10.00 late fee. Accounts that are not collectable by Arvixе may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS. If a canceled account is reinstated and requires a restore from backups, a \$25 fee will apply. Any credit card chargebacks placed on payments made to Arvixе will incur a \$25.00 penalty.

Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Legal Threats & Professional Behavior: Please behave in a reasonable manner towards Arvixе, LLC employees. Any unreasonable threats, either personal or against the company will receive a warning for breach of these conditions. Personal abuse towards Arvixе, LLC employees or legal threats against the company are viewed as extremely serious. Arvixе, LLC reserves the right to refuse to do business with a person or company as a result and possibly terminate any accounts in question.

Account Transfers: Our team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we can not make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best but in some cases, we may be unable to assist you in a transfer of data from an old host. Generally we will only provide the free transfer of all site files and databases. Transfer of email accounts, or re-configuration of PHP/ASP .NET applications on our servers are done at an extra cost or left to the user. **Free account transfers are provided on a best-effort basis. There are absolutely no guarantees/warranties implied or stated in regards to the integrity of transfers performed by the Arvixе staff.** For further information on our free transfer policies, please refer to the document at <http://www.arvixе.com/ftp.php>.

The free transfer services are available for 60 days from your sign up date. Transfers outside of the free period will incur a charge; please contact a member of the sales department with specific details to receive a price quote. Contact information can be found [here](#).

Free Domain Registration/Transfers: Arvixе offers free domain registration or transfer as a courtesy to our customers. Domains registered through this policy are the property of Arvixе. However, as long as the free domain has not expired, and the hosting account it is associated with has had all outstanding payments paid for, the customer has the right to transfer the domain name away to their choice of provider. Arvixе guarantees this right.

To maintain the stability of our servers, we will not restore cPanel backups larger than 5 GB of size on PersonalClass and 10 GB of size on BusinessClass.

Account Cancellation: All requests for canceling accounts must be made in writing on the day of the cancellation through e-mail sent to sales. The email can be found on our **contact page**. You must have your billing username, last 4 digits of billing password and your domain name available in the email.

Subscriber 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, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

Money Back Guarantee: 60 Day money back guarantee will only be offered under our Personal/Reseller (Linux and ASP Plans), Business (Linux and ASP Plans). **Refunds will not be given to accounts that have been canceled or suspended due to abuse of our services based on our terms of service and acceptable use policy.** Money back due to lower than 99.9% of up time will be provided on all packages except for domain names. Amount due back is calculated by taking the percentage of downtime over .1% divided by 99.9% multiplied by the amount paid for services that month. No refunds will be given on domain names, SSL certificates, dedicated servers and marketing accounts (mailer accounts). Refunds will only be given when the refund request is received within 60 days of the creation of the account being cancelled. Money back guarantee only applies to new accounts and does not apply to account upgrades.

Guarantees for Dedicated Servers: We offer a 100% power and network uptime guarantee. Customer can receive a pro-rated credit for the amount of time network/power is not available to the server over the days in the given month (percentage of downtime multiplied by the amount paid for that month). To receive credit, please contact support by emailing support .at. arvixe.com. It may take up to 3 business days to process any credits. As server hardware can fail, there is not a 100% guarantee on hardware or software. However we guarantee replacement of faulty hardware within 4 hours of recognition of the specific issue. Any downtime past the 4 hours hardware replacement SLA will be credited to the account in a similar manner as the power/network uptime guarantee.

Support Boundaries: Arvixe, provides online technical support to our subscribers. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Arvixe provides support related to your server or virtual site physical functioning. Arvixe does not offer tech support for application specific issues such as CGI programming, html or any other such issue. Arvixe does not provide technical support for YOUR customers (in case of resellers). If you would need any help, please check this article to see how to contact us: <https://support.arvixe.com/index.php?/Knowledgebase/Article/View/179/0/how-to-submit-a-ticket>. Lastly, the Help files in the program you are using may have the answer to your question so please do investigate these resources before contacting tech support.

SPAM and Unsolicited Commercial E-mail (UCE): Arvixe takes a zero tolerance approach to the sending of Unsolicited Commercial E-mail (UCE) or SPAM over our network. Very simply this means that customers of Arvixe may not use or permit others to use our network to transact in UCE. Customers of Arvixe 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 Arvixe SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Arvixe will initiate an immediate investigation (within 48 hours of notification). During the investigation, Arvixe may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Arvixe may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Arvixe reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Arvixe 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 \$30 and your account will be reviewed for possible immediate termination. A second violation will result in an immediate termination of your account.

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

IP Address Ownership: If Arvixe assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Arvixe, and Customer shall have no right to use that Internet Protocol address except as permitted by Arvixe in its sole discretion in connection with the Services, during the term of this Agreement. Arvixe shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Arvixe, and Arvixe 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.

System Resource Usage (CPU/Memory/etc.): Per our AUP, abuse of system resources is prohibited. First violations may or may not cause an account suspension depending on the severity of the issue. The customer will receive a clear warning. Second or third violations may result in an immediate termination of your account. Arvixe staff members will judge based on server performance on what type of activity is considered as abusive. Details of each plans allocated resources can be found here : <https://support.arvixe.com/index.php?/Knowledgebase/Article/View/192/4/resource-usage-explained>

Background Processes: Background processes are not permitted on the PersonalClass level of services. Please consult the sales department on whether your application can be handled by your product of choice.

Cron Jobs: While customers are able to setup cron jobs through their control panel (linux only), cron job timing can not be quicker than every 5 minutes. Each server will revert 'every minute' cron jobs to every 5 minutes on a nightly basis.

Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form. Arvixe will monitor Customer's bandwidth and disk usage. Arvixe shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. 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 in Arvixe sole and absolute discretion. If Arvixe 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. **Using a shared account as a backup/storage device is not permitted.** Do not keep backups on the server of your websites or installation scripts.

Examples of unacceptable material on all Shared and Reseller servers include:

- Torrent Sites
- Tor Project
- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- MUDs/RPGs/PPBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs
- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)
- Mailer Pro

System and Network Security: Users are prohibited from violating or attempting to violate the security of the Arvix Network. Violations of system or network security may result in civil or criminal liability. Arvix 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 forum posting.

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

Backups and Backup Access: Customer acknowledges that individual site backups are the responsibility of the customer. Arvix keeps overall system snapshots in case of full system recovery and may not be able to provide you with on-demand recovery in case of individual file corruption or accidental deletion. Please refer to this Knowledgebase article for more info:
<http://support.arvix.com/index.php?/Knowledgebase/Article/View/110/4/all-about-backups>

Suspension of Service or Cancellation: Arvix reserves the right to suspend network access to any customer if in the judgment of the Arvix network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which Arvix chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. We offer a 30 day money back providing we failed to provide you with the service as outlined for each individual hosting plan. 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 machines were suspended.

Right to refuse service: Arvix reserves the right to refuse service to any customer at any time within reasonable means/requests.

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. This information can be kept up to date at **our billing panel**.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber 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. No chat software/scripts are to be used on our servers unless approved by management.

Subscriber 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 Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

Arvix takes no responsibility for any material input by others and not posted to the Arvix Network by Arvix. Arvix is not responsible for the content of any other websites linked to the Arvix Network; links are provided as Internet navigation tools only. Arvix 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.

Disclaimer of Warranties. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED AND STATUTORY), INCLUDING WITHOUT LIMITATION, ALL WARRANTIES (A) WITH RESPECT TO THE SERVICES (INCLUDING WITHOUT LIMITATION THEIR QUALITY, AVAILABILITY, PERFORMANCE, FUNCTIONALITY AND COMPATIBILITY WITH ANY OTHER SERVICE OR PRODUCT), (B) WITH RESPECT TO THE QUALITY OR ACCURACY

OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES, (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (D) OF NON-INFRINGEMENT, (E) OF MERCHANTABILITY AND (F) OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY COMPANY OR COMPANY'S REPRESENTATIVES SHALL CREATE A WARRANTY.

Limitation of Liability. COMPANY SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE OF THE SERVICES CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL COMPANY BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION CONTAINED IN SUBSCRIBER'S WEBSITE OR OTHERWISE, OR LOSS OF GOODWILL OR OPPORTUNITY) WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. COMPANY SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. COMPANY'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT. IN NO EVENT SHALL COMPANY'S LIABILITY TO SUBSCRIBER EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR ANY AMOUNTS ACTUALLY PAID BY SUBSCRIBER TO COMPANY FOR THE SERVICES IN DISPUTE DURING THE ONE YEAR PRECEDING THE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM, BASED ON OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE SERVICES MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE YEAR AFTER THE EVENT WHICH GIVES RISE TO THE APPLICABLE CAUSE OF ACTION. SUBSCRIBER'S RIGHTS MAY VARY FROM STATE TO STATE, AND SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY DAMAGES AS CONTAINED IN THIS AGREEMENT. IN SUCH JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Responsibility for Content: You, as Arvixe customer, are solely responsible for the content stored on and served by your Arvixe server.

Web Hosting

Linux Hosting
ASP .NET Hosting
Business Hosting
Reseller Hosting
Dedicated Servers
Server Alerts
Acceptable Use Policy
Terms of Service
Privacy Policy
Affiliate Program
Site Map

Blog Hosting

WordPress Hosting
ExpressionEngine Hosting
Movable Type Hosting

CMS Hosting

Joomla Hosting
Drupal Hosting
Concrete5 Hosting

Ecommerce Hosting

nopCommerce Hosting
Magento Hosting

Video Sharing Software Hosting

ClipBucket Hosting
PHPMotion Hosting

Coupons & Discounts

Forum Hosting

vBulletin Hosting
MyBB Hosting
phpBB Hosting

Social Network and Community Website Hosting

SocialEngine Hosting
Elgg Hosting

