

Definitions

- A. "Customer", "Client" and "You" refers to the individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or government or political subdivision which is utilizing Company's services.
- B. "Company", "Glyph" and "we" refers to Glyph Web Services, Glyphdot and its parent company Glyph Creative, LLC

Description of Glyph

Glyph is a web design, hosting, and related services company. Opening an account with Glyph is an acknowledgement that the Client has read, understands, and agrees with Glyph's Terms and Conditions. Glyph reserves the right to change these Terms and Conditions any time, so please, check www.glyphdot.com/legal.php at least once a month to review the current Terms and Conditions. Glyph strives to provide the best possible service to all our Customers and offers no guarantees on services provided. Glyph will not tolerate any unlawful activity or abuse on our servers. Glyph respects freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you, other Glyph Customers and Glyph against such harm.

Payment Policies, Fees, Refunds and Terms of Agreement

Full payment is required before any service is rendered, including renewals. Billing will continue until Client cancels their account or account is terminated by Glyph. Client may cancel at anytime. As a policy, Glyph does not offer credits or refunds for services rendered unless otherwise advertised. There are no refunds the following services: domain registrations or renewals, coding services, design fees, software installation fees, or administrative fees.

If cancellation is due to restriction violation by customer, there will be no refund. Glyph will only allow for the discount if cancellation is not the fault of the Client, as determined by Glyph. All monetary transactions are in \$US dollars. Additional features may be added at any time. Monthly feature prices are not prorated. Glyph reserves the right to change prices at any time.

Invoices not paid by the Invoice Due Date may result in suspension or termination of Clients related service(s). Client is responsible for ensuring Invoice is paid by Invoice Due Date. Glyph may attempt to charge Invoices on the Invoice Due Date for the Client whom we hold credit card information for, however, it is Clients sole responsibility to ensure Invoice is paid by the Invoice Due Date. Client agrees it is not Glyph's responsibility to ensure Client Invoice is paid by Invoice Due Date.

Account Cancellation

Client may cancel at anytime. Client must Submit a Ticket to cancel their account. Client may be required to forward initial welcome email as confirmation of their identity. Notification of cancellation must be received at least five business days prior to Client's renewal date to avoid charges in full for the next cycle. It is the Client's Responsibility to secure email confirmation from Glyph that the account has been cancelled. If the Client has not yet received email confirmation of account cancellation, then the account remains active, and Client will continue to be charged.

Glyph reserves the right to cancel any account at anytime for any reason. Customer agrees to accept any cancellation without recourse or claim.

Indemnification Policy

Client agrees to use all Glyph services and facilities at Client's own risk. All Glyph services are on an "as is" bases and Glyph specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Glyph be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold harmless Glyph from any and all demands, liabilities, losses, penalties, damages, expenses, costs and claims, including reasonable attorney's fees asserted against Glyph, its Agents, its Customers, Officers,

Managers, Owners, and Employees, that may arise or result from any service or lack of service provided or performed or agreed to be performed or any product sold by Customer, its Agents, Employees or assigns.

Customer agrees to defend, indemnify and hold harmless Glyph against liabilities arising out of:

- Any injury to person or property caused by any products or services sold or otherwise distributed in connection with Glyph's server;
- Any material supplied by Customer infringing or allegedly infringing on the proprietary rights of a third party;
- Copyright infringement
- Any defective products or services sold to Customer from Glyph's server.

Glyph shall be the sole judge of what violates this Policy.

Client Information

Client agrees to be at least 18 years of age. If Client is under 18 years of age, the Client must have parental consent to create an account with Glyph, and the account must be ordered by and in the name of the Client's parent or guardian. Client agrees to be an authorized user of any credit card supplied to Glyph.

Server abuse policy

If Glyph determines that any site on our servers is using too much of the server's resources and therefore abusing the server, we have the right to suspend that domain without any notice. It is then up to the Client to contact Glyph and formulate a plan to get that domain activated again. Glyph is quick to suspend any domain that abuses the server's resources due to the shared nature of the server and the negative impact an abusing domain has on other domains on the same server.

SPAM Policy

Glyph is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the Glyph network, by Customers or any other users of the Glyph network (including Customers' customers); AND/OR over ANY network— if the message sent advertises or mentions a site hosted on the Glyph server.

Glyph reacts quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any Customer disregarding this policy. Sending unsolicited commercial email (a.k.a. "spam"), cross-posting messages to a large number of Usenet groups, posting obscene or threatening messages while using or referring to any Glyph email address or web site URL is prohibited. The use of Glyph servers as a mail drop for responses to activities described above is also prohibited.

If Client has any complaints or comments regarding Spam on the Glyph network, please direct them to us by Submitting a Ticket.

Content Policy

All services provided by Glyph may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The Client agrees to indemnify and hold harmless Glyph from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography and sex-related merchandising is prohibited on all Glyph servers. This includes sites that may infer sexual content, or links to adult content elsewhere. Glyph will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Glyph servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links -

- Pirated software
- Hacker programs or archives
- Warez sites

Glyph does not host sites of its competitors or web pages promoting sites of its competitors.

Any illegal activity, including adult content, links to adult content web sites, spamming or hacking will result in your site being shut down and all your files deleted without warning.

Customer agrees to maintain and upgrade files and programs installed; either manually or through customers hosting control panel; to the latest version, release, patch fix or other reasonable security standard for coding; on customers hosting account. Customer agrees to upgrade files and programs on a quarterly basis. Customer agrees it is not the responsibility of Glyph to ensure that Customers files and programs are up to the latest version, release, patch fix, or reasonable security standard for coding.

Glyph will be the sole arbiter as to what constitutes a violation of this provision.

CGI Scripts Policy

Each account comes with its own cgi-bin. Client is free to use any CGI scripts, [as long as they are not on our banned script's list] however Glyph reserve the right to disable any CGI script that effects normal server operation or service to other Glyph Customers. Client will be notified in 24 hours about offending CGI scripts.

Glyph is not responsible for scripts that Client uses. It is not Glyph's responsibility to ensure Client's scripts function. Please don't expect Glyph's support techs to troubleshoot aspects of Client's scripts or third party scripts that Client uses.

Traffic Policy

Glyph allows for generous traffic, and most sites never exceed 500MB per month, unless they offer shareware, sound, video, image and multimedia archives, are mirror sites or any site whose primary purpose is file distribution. Glyph Customers are discouraged from storing any files that cause excessive traffic on Glyph servers. Please contact the Glyph Technical Support team for more information. Again, 99% of the sites do not fall into this category and never reach our traffic limits.

Glyph reserves the right to refuse service to anyone for any reason not prohibited by law. Also, Glyph reserves the right to terminate service to any Customer for any reason not prohibited by law.

Any deliberate attempt to cause damage to Glyph or any other Internet servers will result in immediate account deactivation without prior notice. No refund is given in this case.

All account plans come with a predetermined amount of traffic allowance. Glyph monitors all accounts and bills \$5.00 for each gig of traffic exceeded. Client will NOT be charged for transfer that is used beyond our generous data transfer limits without prior notification. Client can monitor transfer amounts at anytime in Client's account Control Panel.

Backups

Full backups may be made nightly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Said Backups are made for server restoration purposes only. It is the Client's responsibility to maintain local copies of their information stored through Glyph services.

The "Backup Manager" is included in each hosting plan and client can use this tool to back up their files. If loss of data occurs due to an error of Glyph, we will attempt to recover the data for no charge to the Client. If data loss occurs due to negligence of Client in securing their account or by an action of the Client, Glyph will attempt to recover the data from the most recent archive for a \$75.00 fee.

Support Policy

It is the Client's responsibility to have a good working knowledge of aspects of their site's operation. Client should not expect or require Glyph to teach aspects of the tools at your disposal.

Property Rights

Glyph owns all right, interest and title in Glyph's trade names, service marks, inventions, copyrights, trade secrets, patents and know-how relating to its services. This agreement does not constitute a license to the client to use Glyph's trade names or service marks.

Governing Law

The laws of the United States and the State of North Carolina will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Wake County, Raleigh, North Carolina and You irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of Our right to subsequently enforce such a provision or any other provision of this Agreement.

Glyph reserves the right to amend our Terms and Conditions at any time and without notice.