

Terms and Conditions

Money Back Guarantee

You get a no questions asked, 100 percent 30 day money-back guarantee. If our services don't meet or exceed your expectations within the first thirty days of using them, we don't deserve to keep your money.

You have every right to ask for your money back. And if you decide you do want a refund, there'll be no questions asked and no hard feelings whatsoever on our part.

Abuse of the Law

HighLinehost.com services may be used for lawful purposes only. Illegality includes but is not limited to: drug dealing; attempting without authorization to access a computer system; pirating; schemes to defraud; trafficking in obscene material; sending a message or having content which is obscene, lewd, lascivious or indecent with intent to annoy, abuse, threaten or harass another person; threatening bodily harm or damage to individuals or groups; and stalking. It is the responsibility of the client to ensure that all information within their accounts is their own work or they are legally entitled to contain material and do not violate copyright, also our client's may not have /warez/MP3's/and or any programs (.exe's) without a prior agreement.

Abuse of Server Resources

Running programs in the background on any of HighLinehost.com servers without prior written authorization, or running chat rooms, Internet Relay Chat, IRC Bots, more than 1000 emails per day and the like are not acceptable uses of the servers. HighLinehost.com is not a backup server, so if your looking to use your space to store your files you might want to go some place else. If you abuse our servers you will be charged a fee of 300.00 and your account will be subject to be closed or suspended. Further, any usage of 10% or more of system resources is an undue burden and is not acceptable.

Hacking & Cracking

HighLinehost.com reserves the right to report illegal activities to any and all regulatory, administrative, and/or governmental authorities for prosecution. The following examples of unacceptable behaviors are non-exclusive, and are provided for guidance purposes. If you are unsure if your actions will be a violation of our policies please contact admin@HighLinehost.com Server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network. Attempt to circumvent any user authentication or security of host, network, or account. Accessing data not intended for user. Probing the security of any network. Spawning dozens of processes. Port scans, ping floods, packet spoofing, forging router information, Denial of Service attacks, sniffers, flooding spoofing, ping bombing, smurfs, winnuke, land, teardrop. The presence of any of these programs, whether or not run, will result in action against the user including suspension or termination.

Client Responsibility

The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of HighLinehost.com service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the client. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools. CGI-Scripts: requires knowledge of the NT environment & Perl. Mail: a use of mail clients to receive and send mail, etc. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of HighLinehost.com to provide this knowledge or support outside matter specific to HighLinehost.com servers. The client agrees responsibility for all programs executed under their account, regardless who the author is. Any communication between HighLinehost.com and the client may not be reproduced, published, transmitted to any third party or otherwise replicated without prior written consent from HighLinehost.com.

Backups

Full backups are made weekly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only. It is the clients' responsibility to maintain local copies of their web content any information. If loss of data occurs due to an error of HighLinehost.com, HighLinehost.com 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, HighLinehost.com will attempt to recover the data from the most recent archive for a \$50.00 fee.

Limitation of Liability

HighLinehost.com shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from HighLinehost.com servers going off-line or being unavailable for any reason whatsoever. Further, HighLinehost.com shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of HighLinehost.com servers. All damages shall be limited to the immediate termination of service. You agree to indemnify, defend and hold harmless HighLinehost.com from any and all liability, penalties, losses, damages, costs, expenses, attorneys fees causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, HighLinehost.com, or any other party or parties without limitation or exception. HighLinehost.com shall be the sole arbiter of what is and is not a violation of these acceptable use policies. HighLinehost.com reserves the right to terminate an account at any time and for any reason that causes harm to any HighLinehost.com customer's web sites. HighLinehost.com reserves the right to delete all content and files upon termination. HighLinehost.com reserves the right to withhold any pre-paid funds for any site removed for violations of these policies. HighLinehost.com reserves the right to refuse, cancel, or suspend service at our sole discretion. HighLinehost.com reserves the right to change the Acceptable Use Policy without prior notice or warning. Non-enforcement of any part of the Acceptable Use Policy does not constitute consent.

Payment

You agree to supply appropriate payment for the services received from HighLinehost.com, in advance of the time period during which such services are provided. You agree that all set up and hosting fees are non-refundable once setup is complete. You agree that until and unless you notify HighLinehost.com of your desire to cancel any or all services received, those services will be billed on a recurring basis. Any and all domain name registration fees are non-refundable.

Refund Policy

Refunds are only available in accordance with the 30 Day Money Back Guarantee. Refunds will be provided in the same payment method of the original payment. There are no refunds offered or promised after 30 days.

Credit Card Disputes/Chargeback's

HighLineHost has a zero tolerance policy for chargeback's. Any customer who disputes a credit card payment is subject to a fine, suspension and account termination at DataStream's discretion. A charge of \$25.00 per chargeback will be assessed to all accounts that receive a chargeback.

Prior Agreements

This agreement supersedes any written electronic, or oral communication you may have had with HighLinehost.com, and constitutes the complete and total agreement between the parties.