WebbIT®
Usage Policy

This User Agreement ("Agreement") is an agreement between WebbIT® and the party set forth in the related order form incorporated herein by reference (together with any subsequent order forms submitted by Customer, the "Order Form"), and applies to the purchase of all services (collectively, the "Services") ordered by Customer on the Order Form. Such party is referred to in this Agreement as "Customer" or "you". PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE BUTTON ON THE ORDER FORM, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING WEBBIT®'S USAGE POLICY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

WebbIT® reserves the right to reject this Agreement ***for any reason or no reason***, prior to acceptance thereof by WebbIT®. Activation of the Services shall indicate WebbIT® 's acceptance of this Agreement. Subject to the terms and conditions of this Agreement and those stated in the Services and Hosting Agreement, WebbIT® will provide to Customer the Services selected by Customer set forth on the Order Form.

1. Content Restrictions

    All services or service platforms provided by WebbIT® can only be used for lawful purposes.

    Transmission, storage, or presentation of any information, data, or material in violation of any United States federal, state, or local law is strictly prohibited. This includes but is not limited to copyright or trademark material and material protected by trade secret.

    Pornography, nudity, and sex-related merchandising are prohibited on ALL WebbIT® servers. This includes sites that may infer sexual content; links to such adult content elsewhere are also prohibited.

    Sites that promote any illegal activity, such as Warez sites, are prohibited on ALL WebbIT® servers. Actual files, including but not limited to pirated software, hacker programs and cracks files, are strictly prohibited from being stored on ALL WEBBIT® servers. MP3, Mpeg or any other audio or video formats produced for Internet delivery can only be stored /delivered on and through WEBBIT® servers when written authorization from the author has been obtained and on file with web site administrator. Such written authorization may be requested as proof of authorization to store and deliver content. Remittance of requested authorization must be provided within 24 hours of said request.

Examples of unacceptable content include, but are not limited to the following: Pirated software, Hacker programs or archives, illegal MP3 files or archives.

WebbIT® reserves the right to remove any material from Customer's web space that is deemed unacceptable by us at any time.

WebbIT® reserves the right to terminate Customer's account without refund at our discretion if said material is discovered. WebbIT® is the sole arbiter as to what constitutes a violation of the above provisions.

Customers shall not utilize the WebbIT® servers for the purpose of providing Streaming Audio or Streaming Video without prior written consent. Discovery of accounts that provide streaming content shall result in the immediate termination of the Customers account. WebbIT® shall make the determination of what constitutes streaming content and whether or not the activity is a violation of the Usage Policy. An addendum to this Usage Policy will be provided to those customers authorized to provide Audio or Video Streaming. Anyone with out the Streaming Addendum is subject to various measures. Any of which included suspension or termination of account.

2. CGI Application Restrictions

The Customer is allowed to freely install CGI applications; however, WebbIT® reserves the right to disable any application that unreasonably effects or interferes with normal server operations. Said situation is highly unlikely.

Customer will not install Customer's own chatroom of any kind, with out permission, because they tend to be large "system resource hogs" and therefore fall into the category described above. The chat room(s) provided with your Control Panel may be used at all times.

3. Spam Policy

WebbIT® servers may not be the source, intermediary, or destination address involved in the transmission of Spam, Spam-ware and other Spam Software, flames, or mail bombs. Customer's domain or IP may not be referenced as originator, intermediary, or reply-to address in any of the above.

WebbIT® considers Spam to be any mass unsolicited message in the mediums of news groups and e-mail.

The actions stated above will not be tolerated. Violation will result in the immediate deactivation of services without refund of any kind. Furthermore, a fine of one-hundred (100) US dollars will be imposed for each spam policy violation. WebbIT® is the sole arbiter as to what constitutes a violation of the above provisions.

4. Server Abuse and Resource Limitations

No site may use more than 15% of the total server output at any given time.

Any attempt to undermine or cause harm to a WebbIT® server or another WebbIT® Customer is strictly prohibited.

Any attempt to undermine any WebbIT® web site or a web site of another WebbIT® Customer is strictly prohibited and may result in immediate termination of services rendered by WebbIT® without refund. WebbIT® is the sole arbiter as to what constitutes a violation of the above provisions. A fine of five-hundred (500) USD, less where restricted by law, may be implemented for intentional server abuse.

5. The Content Publishing System is provided in part of the total product and services of WebbIT®. It can not be separated from WebbIT® server(s) nor is the product transferable in title or use. The Content Production System in its individual or complete package can not be altered in any way. Customer does not own or have any right to the code content of this software. Any such alterations made to the code of this product will result in immediate termination of any and all services.

6. Services to customer will be monitored daily. If customer services exceed current service level (paid services) customer will be provided the opportunity to upgrade their service package. If commitment has not been reached to reduce customer usage or an upgrade to services have not been coordinated WebbIT® will suspend services. The timing of this suspension is subject to WebbIT® and it's convenience.