

This document is a part of our **800Hosting Hosting Scam Review**. Read the complete 800Hosting Scam Review at the following URL: [800Hosting Dedicated Managed Hosting Scam Review](#)

# Billing Policy

## Overview

The following terms of use constitute 1-800-HOSTING's Billing Policy and apply to all customers of 1-800-HOSTING:

## Forms of Payment

- Check (Initial orders only; Credit Card or Automatic Withdrawals required for recurring payments)
- Money Order (Initial orders only; Credit Card or Automatic Withdrawals required for recurring payments)
- Credit Card (Visa, MasterCard, American Express, Discover)
- ACH Credits
- Bank Wire Transfer (Domestic Free / International \$20.00)
- PayPal; a 5% fee will be assessed for all payments and quarterly (3 months) advance payment is required throughout the entire term of service.

Payments are due on or before the Due Date. By providing 1-800-HOSTING with your credit card information, you authorize 1-800-HOSTING to automatically charge your credit or debit card for all recurring and one time fees which apply to your account. Recurring fees will be charged to your credit card until you formally cancel your account in accordance with 1-800-HOSTING cancellation policy (see Cancellation Policy below). You are responsible for updating or notifying 1-800-HOSTING of any changes to your credit card such as card number, expiration date, billing address or any other change.

Customers not paying by credit card agree to make payment of their balance due within no more than five (5) days of their due date.

Accounts that are five (5) days past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for the costs of collection including collection agency fees, attorney's fees, court costs and any related fees.

## Automatic Payment Requirement

As part of an ongoing effort to decrease our collection costs, we are no longer accepting checks as a form of payment. For accounts currently paying by check, payment must be received on or before your due date. If your payment is late at any given month, 1-800-HOSTING reserves the right to demand that your account be setup on automatic payment schedule via Credit Card or ACH. You will receive a notice of our intent to change your payment method. If you fail to respond to our notice within two (2) business days, and you do not voluntarily change your payment method, your accounts will be SUSPENDED and may be subject to a reactivation fee.

## Account Renewals

In order to insure uninterrupted service to your website, all Hosting plans will automatically renew at the end of the Hosting plan's Billing Cycle. Hosting plans will automatically renew until a Hosting plan is formally cancelled. You may elect to change your billing cycle at any time. That change will take effect at the start of your next Hosting plan renewal.

## Changes and Updates

For security reasons, any change or update done to your account must originate from the email account we have on file. If you request changes via telephone, you will be required to provide private account information with which we will verify your identity prior to performing changes.

## Statements

1-800-HOSTING only mails paper invoices or statements to accounts paying by check. Invoices or statements may be emailed at your request.

## Other Fees

- **Bank Wire Payments:** 1-800-HOSTING does NOT charge fees for accepting payment via bank wire, however, international wire transfers will be assessed a \$20.00 USD processing fee. In addition, your issuing bank may also charge a fee for sending the wire. Please add these fees to the amount that you are sending to 1-800-HOSTING or the amount credited to your account will be less than your intended payment.
- **Returned (NSF) Checks:** 1-800-HOSTING charges a \$25.00 fee for returned (NSF) checks. Customers that issue an NSF check could be required to submit future payments with a certified check or money order.
- **Credit Card Chargeback's:** A \$25.00 non-refundable chargeback fee will be assessed for each credit card chargeback request which is received by 1-800-HOSTING.
- **Reactivations:** Customers who wish to reactivate a closed account will be assessed a \$35.00 reactivation fee. A \$99.00 fee will be assessed if 1-800-HOSTING restores your data files to your reactivated account.
- **Hosting Plan Changes:** Customers electing to change to a lower priced hosting plan on the same platform will be charged a \$10.00 downgrade fee for Shared and \$25.00 downgrade fee for Dedicated. There is no fee for upgrading to a higher priced plan.
- **Platform Change:** Customers who elect to change plans to a different operating system platform will be charged a \$50.00 platform change fee.

## Cancellation Policy

In order to cancel your service, you must send an email to . 1-800-HOSTING's Billing Department's representatives will then complete the cancellation process during normal business hours. Billing Department hours are Monday through Friday, 9:00 A.M. to 5:00 PM CST.

Cancellation requests must be received by 1-800-HOSTING a minimum of seven (7) days prior to the end of your Billing Cycle for all services. Cancellations submitted later than this time may result in automatic renewal of your hosting plan. Cancellations become effective at the end of your next billing cycle.

1-800-HOSTING does not monitor, and will not automatically cancel accounts for issues related to non-usage, domain name transfers, your ISP, Internic, or any other issues not directly related to 1-800-HOSTING services. Cancellation of services does not relieve the customer from paying any outstanding balance owed. 1-800-HOSTING reserves the right to cancel any account, without notice.

## Responsibility of Data upon Cancellation

Upon cancellation of your account, 1-800-HOSTING is no longer responsible for maintaining a copy of your data. Please ensure that you secured a copy of your data prior to canceling your account.

## **Credit**

In the event of a service outage exceeding one (1) hour, credit will be issued to the customer for twenty five (25) times the actual downtime exceeding the allowance. Credit will be applied to the customer's account. Credit will be calculated based on the customer's current monthly lease rate, and will not exceed one (1) full month of credit per calendar month using the following formula: total minutes outage, divided by the total monthly lease rate (in cost per minute), times twenty five (25).

## **Transfer of Account Ownership**

In the event that you transfer the ownership of any or all of your accounts at 1-800-HOSTING over to a different person or Company, any and all outstanding balances on the account are the responsibility of the original account owner. If there are no outstanding balances on the account, the new account owner will be responsible for all future one time and recurring charges. No prorating of charges will be allowed during the transfer process.

## **Credit Card Disputes or Charge-backs**

1-800-HOSTING has a zero tolerance policy for charge-backs. Any customer who disputes a credit card payment is subject to a fine, suspension and account termination at 1-800-HOSTING's discretion. A fee of \$25.00 per chargeback will be assessed to all accounts that receive a chargeback. By using our services, you agree to pay until your service is formally cancelled. To dispute a charge, you must contact 1-800-HOSTING's Billing Department and or your credit card provider within 90 days from the date of the charge. Any disputes after 90 days, will not be accepted.

## **Right to Refuse Service**

1-800-HOSTING reserves the right to refuse service to anyone for any reason. Client will have (72) hours from the date of the termination notice to retrieve and safeguard their data. All data will be deleted from 1-800-HOSTING servers (72) hours after notice is given. Upon your request, 1- 800-HOSTING will make a backup of the data. The cost of this service \$50 per CD of data and includes the cost of mailing. Multiple CD's may be required depending on the amount of client data.

## **Sale Policy**

Occasionally, 1-800-HOSTING may offer temporary promotional prices on products and/or services to attract new clients. These promotional prices are limited to new purchases only. Existing clients may not purchase these new products and/or services at the promotional prices for the sole purpose of replacing comparable products and/or services which they had previously purchased, within 90-days of the date of the promotion. Existing clients may not request a reduction in price for existing products and/or services to the promotional sale price.

## **Billing/Price Changes**

1-800-HOSTING's policies and prices are subject to change without notice.

## **Refund Policy**

No refunds are provided for any prepaid services or setup fees. Refunds are not provided for domain registrations.

\*\*\*For your protection, your e-mail notification to us must be sent from the contact e-mail address that we have on file for your account. If you fax your notification to us, your fax must be on letterhead.

# Abuse Policy

## Introduction

### Purpose

1-800-HOSTING is dedicated to maintaining the operational, legal, and ethical integrities of its network, systems, and customer base. The Abuse Policies and Procedures illustrate the way we handle abuse complaints received from legal authorities, third parties, and our clients. We maintain an Acceptable Uses Policy (AUP) on our website which outlines activities which are and are not acceptable on our network. All abuse decisions are made according to this AUP. These policies and procedures are subject to change at anytime without notice.

### Scope

The Abuse Policies and Procedures outlines the entire complaint process including: filing abuse complaints, handling of complaints, notification procedures, and obtaining information pertaining to a specific incident. The Abuse Policies and Procedures do not cover the specific activities that are not acceptable on our network. For information on those activities please see our AUP.

## Communicating With the Abuse Department

All communications with the Abuse department are done through email and our ticketing system for documentation purposes. The abuse department will only contact someone by phone to verify email addresses and ask for responses to those email addresses. The abuse department can be reached at . All emails will generate a ticket and an auto-reply will be sent back to the sender verifying we have received the complaint. For most complaints, this will be the only email sent to the person filing the complaint.

### What to Include in Complaints

All complaints sent to the abuse department must include an IP address, a valid reply-to email address, log entries and/or the complete headers and message body for SPAM email complaints, or any evidence of AUP violation. Log entries, message headers, and evidence must include timestamps less than 48 hours old. We reserve the right to reject any abuse complaints not containing this information.

### How Complaints are Handled

All abuse complaints are handled within 24 hours by our abuse team. Complaints are individually analyzed for validity and then matched up with the account responsible for that IP address in the complaint. If the complaint is invalid due to a lack of information, it could be rejected. We make a best effort to determine the cause of complaints before forwarding them to our clients. Complaints are handled in order of severity and need for immediate resolution. No complaints are ever rejected blindly.

### Complaint Types

Below is a list of complaint types and the time of response we expect responses from our customers. This list is not complete. Response times vary depending on the severity and number of complaints received on the issue.

Complaint Type	Required response time
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Copyright Infringement	24 Hours
SPAM/SPAMvertisement	24 Hours
Network/Port scanning	8 Hours
Hacking	4 Hours
Phishing/Scams	4 Hours
Viruses	4 Hours
SLA Issues	2 Hours
Open SMTP Relay/Open	2 Hours
Proxy	2 Hours
Child Pornography	2 Hours
DoS/DDoS	2 Hours

## AUP Violation Warnings

### First Warning

AUP violation warnings are generated in response to complaints filed by third parties and from internal investigations. All AUP violation warnings are sent to the primary email contact listed for the account. Initial complaints on an issue that have been determined to be valid result in the abuse department issuing a first warning. A first warning is not an accusation of guilt, but a notification of a possible issue and a request for information regarding the issue. The time required to respond is indicated in email and evidence of the issue shall be included. In order to satisfy a first warning, our customers must provide acknowledgement of the warning, an explanation of the cause for the complaint, and what plan of action they will take to prevent further complaints. Additional requirements may be explicitly requested as well. Depending on the circumstances surrounding a first warning, they may remain active on an account for two weeks to one year.

### Second Warning

A second warning is issued when we receive no response to a first warning within a designated timeframe, further complaints are filed, or the problem intensifies. If a large number of complaints are received, or the severity of the issue increases, the required response time will be reduced or a notification of downtime will be sent. In order to satisfy a second warning, all of the required information requested in the warning must be provided in the time frame specified. second warnings are never removed from an account.

### Notification of Downtime

A notification of down time is issued when we receive no response to a second warning, further complaints are filed after a second warning, the problem intensifies, or we receive no response to a severe first warning. All notifications of downtime are sent after attempts have been made to contact the customer, this will include a phone call to ensure the customer has received our warning emails. In order to satisfy a downtime notification the customer must provide all information requested in previous warnings, acknowledge that further complaints similar issues may result in account termination, and agree to resolve the issue within two hours of being returned to online status. Notifications of downtime are never removed from an account.

### Notification of Account or Service Termination

A notification of account or service termination is issued when a response is not received for notifications of downtime or when a complaint is filed after a severe issue that was purportedly resolved. All efforts are made to contact our customers before this extreme measure is taken; including a phone call to insure the customer has received all of our notifications. Once the notice has been sent the service is taken offline and access to the service or its data will not be granted under any circumstances. Accounts or services terminated for Abuse issues are not eligible for refunds or credit. For most issues, account termination is a last resort measure. For

legal issues, such as child pornography or fraud, only one chance is given to our customers to resolve the issue. Another violation of our AUP for similar issues will result in immediate termination. These circumstances will be clearly communicated the first time and the customer will be required to agree to those terms.

## Obtaining Information About Abuse Issues

### Privacy

We respect the rights of our client's privacy. We do not provide information regarding specific abuse issues unless the requester is authorized by the account holder or a verified legal authority. Investigations are strictly confidential and information about specific incidents will not be shared with non-affected third parties. SLA authorities seeking information should call our office and we will release requested information after verifying the validity of the request.

## Conclusion

### Our Position

Our AUP and our Abuse Policies and Procedures are developed to ensure the operational, legal, and ethical integrity of our network. 1-800-HOSTING does not tolerate nor condone activities, which would compromise the quality of service we provide our customers or the quality of service of other networks. We appreciate all help in identifying and addressing issues on our network.

### Reporting Network Abuse

Any party seeking to report violations to any 1-800-HOSTING policy may contact us via e-mail.

[abuse@800hosting.com](mailto:abuse@800hosting.com) (but make the text link a graphic).

# Acceptable Uses Policy (AUP)

## Overview

By using our web hosting services, you agree to comply with our policies. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use. The following are unacceptable uses: Illegality in any form, including but not limited to activities such as unauthorized distribution or copying of copyrighted software, harassment, fraud, drug dealing, IRC, spam and other illegal activities.

## Interpretation

The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms of the Internet community, whether or not expressly mentioned in this Policy, is prohibited. 1-800-HOSTING reserves the right at all times to prohibit activities that damage its commercial reputation and goodwill.

## Illegal Use

1-800-HOSTING servers may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited.

## System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting. Consequently, 1-800- HOSTING has implemented a "zero tolerance" policy regarding Denial of Service Attacks. 1-800- HOSTING reserves the right to terminate, without notice, any Managed, Dedicated, Shared or Co-Location account which has been the target of a Denial of Service or similar type attack.

## Spamming

Directly or indirectly transmitting or supporting the transmission of unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. It is contrary to 1-800-HOSTING policy for customers to use our servers to effect or participate in any of the following activities:

1. To post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
2. To transmit or support the transmission of unsolicited mass e-mailings, whether such unsolicited e-mailings provoke complaints from the recipients or not;
3. To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a 1-800-HOSTING provided server, or using a 1-800-HOSTING provided server as a mail drop for responses;
4. To falsify user information provided to 1-800-HOSTING or to other users of the service in connection with use of a 1-800-HOSTING service.

## Consequences of Violation

When 1-800-HOSTING becomes aware of an alleged violation of its Acceptable Use Policy, 1-800-HOSTING will initiate an investigation. During the investigation 1-800-HOSTING may restrict Customer's access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, 1-800-HOSTING may, at its sole discretion, restrict, suspend or terminate Customer's account and/or pursue other civil remedies. If such violation is a criminal offense, 1-800-HOSTING will notify the appropriate law enforcement agencies of such violation. 1-800-HOSTING does not issue service credits for any outages incurred through service disablement resulting from Policy violations.

**Modification**

1-800-HOSTING reserves the right to add, delete, or modify any provision of this Policy at any time, without notice.