

Terms and Conditions/Terms of Service (TOS)



We cannot and will not establish a new account without receiving this document first.

1. This Agreement by and between Intuitivethot, duly authorized and existing under the laws of the State of Arizona with its main office at 8801 E. Calle Bogota, Tucson, AZ 85715 (Intuitivethot); and the Customer (as indicated in this agreement) for the provision by Intuitivethot or its subcontractors and affiliates, of certain computer and network services, for the use by the Customer.

2. In the case of shared or virtual hosting:

This service is to cover WWW hosting services, e-mail user accounts or FTP access services by the Customer only and does not extend to any other person, corporation or entity, regardless of their relationship with the Customer. This account is considered personal and private, and under no circumstances is the account login name or password to be shared by the account holder with outside parties. The Customer can only FTP to and from their home directory on Public Servers and any other activity, including installing scripts or other services, must be administered by Intuitivethot staff and may incur additional fees. The Customer is limited to employing only those services and servers specifically contracted for online services accounts. Accounts which have been transferred to other parties or show other activity in violation of this paragraph, are subject to immediate cancellation.

In the case of dedicated hosting:

This service is to cover dedicated WWW hosting services, Telnet access, e-mail user accounts or FTP access services by the Customer and may extend to any other person, corporation or entity, regardless of their relationship with the Customer or Intuitivethot. The ownership of this service is considered personal and private, and under no circumstances is the "root" or "administrator" account login name or password to be shared by the account holder with outside parties. The Customer may telnet and FTP to and from their dedicated Servers along with any other activity, including installing scripts or other services, Any installation or service required from Intuitivethot may incur additional charges. The Customer is limited to employing only those services and servers specifically contracted for online services accounts. Accounts, which have been transferred to other parties or show other activity in violation of this paragraph, are subject to immediate cancellation.

In all cases:

"Spamming" or sending bulk-unsolicited e-mail from, or via any equipment directly attached to the Intuitivethot Network, may result in civil litigation. Under new California Law (Assembly Bill 1676) Intuitivethot reserves the right to seek damages incurred from any one implementing or activating any type of non-solicited e-mail processes and/or attempted processes including relaying, bouncing and/or originating such e-mail from within Intuitivethot's

Terms and Conditions/Terms of Service (TOS)



block(s) of IP addresses. **THERE IS AN AUTOMATIC PENALTY / FINE OF \$250.00 TO THE CUSTOMER PER E-MAIL REPORTED AS SPAM BY OUTSIDE PARTIES THAT ARE COMPLAINING ABOUT SUCH MISUSE. ADDITIONAL DAMAGE FEES MAY ALSO APPLY FOR LABOR TO CORRECT AND RE-ESTABLISH A "CLEAN BILL OF HEALTH" WITH OUTSIDE AGENCIES AND LISTS THAT MAY "BLACKLIST" ANY PART OR ALL OF INTUITIVETHOT'S IP NUMBERS.**

Dedicated server customers will NOT be held harmless for actions of their clients. It is the sole responsibility of the dedicated server/host customer to monitor and regulate these processes and to inform Intuitivethot immediately should a breach or activity of this nature occur. If the dedicated server/host is being managed by Intuitivethot then liability for the client/customer is limited to any action not caused by such server, however, this may only occur when such client has no "Telnet" access to her equipment or is considered a non-root customer. Intuitivethot reserves the right to disconnect any equipment from the network should such processes arise. Disconnection does not imply release of contract, nor does it imply waiver of billing.

3. Use of this account to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. The Customer will abide by all the rules, regulations and policies of those networks and computer systems accessed via this account whether operated by Intuitivethot or not. The Customer agrees to indemnify and hold Intuitivethot harmless from any claims resulting from the Customer's use of the service, which damages either the Customer or another party or parties.

4. The account holder is responsible for any and all fixed and accumulative charges for this account. The account setup fee, which is non-refundable, and your first month service fee will be charged to your account immediately. Each month, on the date of this agreement, your account will be charged the monthly access fee for the new month plus any accumulated charges for the past month. The account set-up fee and monthly access fee(s) are set forth in the attached Customer Quotation. Unused traffic volumes do not accrue from one month to the next. If you are paying for your account by check, Intuitivethot may require a deposit equal to the agreed monthly service amount as per term agreement.

5. The Customer agrees to pay all billed amounts.

Terms and Conditions/Terms of Service (TOS)



A. Payment by Check: Payments by check not made within 14 days of the billing date are to be considered delinquent and may be subject to reasonable collection and legal fees as well as interest accrued at 1.5% per month, or the state legal limit, whichever is lower. Returned checks are subject to a charge of \$25.00. Customer agrees that Intuitivethot will charge the recurring fee every billing cycle to the Customer's account automatically, until Customer gives "Notice of Cancellation or Termination". Such notice must be done in writing and be mailed to Intuitivethot via normal postal mail carrier.

B. Automatic Credit Card Payment: If the customer decides that payment will be made via any one of Intuitivethot accepted Credit Cards, Customer agrees that Intuitivethot may charge the recurring fee every billing cycle to the Cardholder's account automatically, until Cardholder gives "Notice of Cancellation or Termination". Such notice must be done in writing and be mailed to Intuitivethot via normal postal mail carrier. Intuitivethot will, upon receipt date of such cancellation, pro-rate all fees (if any) and make one final balance charge or issue a credit, at which point all services shall be terminated. In order for this method to go into effect, customer must completely fill out "Payment by Credit Card" section below, and mail this document to Intuitivethot at the specified address for acceptance within 30 days of initial requested setup. Should customer fail in doing so, Intuitivethot reserves the right to demand pre-payment, in value of up to 6 (six) months in advance using a different method of payment.

Termination by Customer (Invoiced or Credit Card): Termination of any account, service or agreement must be done via U.S. Postal Service to the above listed address and requires a 30 day notification from postage date, unless the agreement is a term contract in which case such contract may have precedence. Term contracts may not allow early termination. As an alternative, you may also terminate this agreement with 30 days notice via e-mail, however, we can not guarantee the receipt of such e-mail.

All account holders will be given 30 days notice prior to any change in policy or price, with the exception of automatic increases due to over usage of any customer account regarding bandwidth, or disk space as specified in the Customer Quotation. Any such overage will automatically be added on the next billing cycle.

6. Any change the Customer requests to their account, including without limitation, protocol, configuration, or passwords, is subject to a minimum fee of \$35.00. Intuitivethot will quote the actual fee at the time of the request.

Terms and Conditions/Terms of Service (TOS)



7. The Customer agrees that Intuitivethot has the right to suspend activity of an account for any reason, including without limitation the investigation of policy or agreement violations, inappropriate use, use of excessive system or network resources, or nonpayment of service fees.

8. Intuitivethot assumes basic technical competence on the part of the account holder, as well as the ability to independently obtain and configure the necessary software and hardware to use the account. Intuitivethot will provide free phone support for most technical issues relating to the setup of the Customer's account and for technical issues that may arise over the lifetime of the account; however, Intuitivethot has the right to determine the extent to which it will work with any Customer. The Customer will endeavor to use e-mail technical support whenever possible by contacting <mailto:support@Intuitivethot.com>.

9. LIMITED WARRANTY. Intuitivethot warrants that, if a Customer is dissatisfied with the service, Intuitivethot will, upon notification from the Customer to Intuitivethot, void the "hosting" service fee for the current month's remaining portion and bill the accumulated charges up to that date. Other than the foregoing, no warranty is made by Intuitivethot regarding any information, services or products provided through, in connection with, or located on the computer systems of Intuitivethot or other services provided by Intuitivethot, and Intuitivethot hereby expressly disclaims any and all warranties, including without limitation: 1) any warranties as to the availability, accuracy, or content of information, products, or services; and 2) any warranties of merchantability or fitness for a particular purpose.

10. LIMITED LIABILITY. Any liability of Intuitivethot, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay or operation or transmission, communications line failure, theft or destruction of, or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the Customer to Intuitivethot for the current month.

11. The terms and conditions of this agreement supersede any previous agreement, statement of terms and conditions, or understanding between Intuitivethot and the Customer. The Customer agrees that Intuitivethot has the right to change or modify its acceptable use policy at any time.

Terms and Conditions/Terms of Service (TOS)



12. By the use of a Intuitivethot account the Customer accepts the terms and conditions set forth in this agreement.

For Website (URL): **http://**_____

Signed and accepted by:

(Please print or type full name and title)

Date Executed

Name of Company and Address

Please fill out completely and submit via postal mail to:

Intuitivethot
8801 E. Calle Bogota
Tucson, AZ 85715

To expedite processing please scan and email this form along with Credit card/payment method information for monthly billing fax form (ccinfo.pdf) to vader@intuitivethot.com