

## Terms of Service (TOS)

Customer agrees to the following terms of service:

1. Term: Customer agrees to a contract term spanning the billing cycle for services unless otherwise agreed to in writing. The periodic contract for services is automatically renewed at the end of each term in perpetuity subject to written cancellation by the Customer.
2. Service Fees: Fees for service(s) ordered by the Customer shall begin on the date of the initial order and that date shall serve as the service term anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the service cycle and will be billed on the anniversary date of each service term.
3. Upgrade Fees: Upgrades ordered on the billing anniversary date will be billed for a full month service and will continue each month on the anniversary date. Future charges will appear as full monthly fees added to your existing anniversary billing date.
4. Additional Service Fees: Additional services ordered on the billing anniversary date will be billed for the full month service and will continue each month on the anniversary date. Future charges will appear as full monthly fees added to your existing anniversary billing date.
5. One Time Fees: One time fees, such as setup fees, administrative fees, bandwidth overages and late fees are due and payable at the time they are incurred, and agreed upon in writing or via ticket with approval.
6. Service Credits: Service credits will be issued to your Customer account and shall be used to offset future billable services. Service credits shall not be issued as cash back to the Customer nor are service credits transferable to other account holders.
7. Cancellation: DrupalValueHosting.com requires a three (3) day written cancellation notice prior to the anniversary billing date for discontinuance. Failure to supply the requisite three (3) days written notice of cancellation will result in a full billable payment cycle prior to cancellation. Notice of written cancellation is preferred through email([sales@drupalvaluehosting.com](mailto:sales@drupalvaluehosting.com))or the client panel.
8. Refunds & Disputes: All services rendered by DrupalValueHosting.com are non-refundable. This includes, but is not limited to: setup fees, one time fees, hosting service fees, upgrade fees, additional service fees, administrative fees, and late fees. Customers seeking to resolve billing errors are instructed to email the sales function at [sales@drupalvaluehosting.com](mailto:sales@drupalvaluehosting.com) Customer agrees not to chargeback any credit card payments for services rendered. A charge-back of payment for services rendered will result in an additional charge of \$150 and will be subject to collection by an authorized collection agency.
9. Non-Payment: All payments are due in full on the billing anniversary date. Failure to remit payment for services on the billing anniversary date is a violation of the TOS. Failure to remit payment for five (5) consecutive days, including the anniversary date, shall result in a termination of public access to Customer services. Customer shall maintain access to data and services through the service network. Failure to remit payment for services within seven (7) consecutive days, including the anniversary date, shall result in termination of access to the service network and all services shall be reclaimed. A late fee of \$20 will be incurred for failure to remit payment for services on or before the monthly anniversary date. A \$50 reconnect fee will be incurred for failure to remit payment for services after public access has been disconnected. All Customer data remaining after seven (7) days of non-payment will be destroyed for security and privacy reasons.
10. Data: DrupalValueHosting.com agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity, backup, security, and retention. These services include, but are not limited to: hard drive storage, raid hard drive arrays, network attached storage, storage area networks, operating system installs, operating system reloads, customer portal information, and other situations involving customer data. Customer assumes ultimate responsibility for data integrity, retention, security, backup, and ownership.
11. Identity Use: Customer agrees to use DrupalValueHosting.com logo, Company information, and related services in accordance to the approved marketing guidelines. Company agrees not to use Customer name, logos, or information without prior written consent of Customer.
12. Laws: Customer agrees to abide by all local, state, and federal laws pursuant to services delivered in Dallas, Texas, United States of America. Proper venue for legal remedies shall be Dallas County, Dallas Texas. All contact terms found herein shall be bound by Texas State Law or the Uniform Commercial Code whichever may be applicable.
13. Mutual Indemnification: Each party agrees to indemnify and hold harmless the other party, the other party's affiliates, and each of their respective officers, directors, attorneys, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the indemnifying party's actual or alleged infringement or misappropriation of a third party's copyright, trade secret, patent, trademark, or other proprietary right.
14. Limitation of Liability: Except as described in the SLA, DrupalValueHosting.com shall not be liable to Customer for harm caused by or related to Customer's services or inability to utilize the services unless caused by gross negligence or willful misconduct. Neither Party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not they were known or should have been known. Notwithstanding anything else in this agreement, the maximum aggregate liability of DrupalValueHosting.com and any of its employees, agents or affiliates, under any theory of law shall not exceed a payment of money not to exceed the amount paid by the customer for hosting services for the six months prior to the occurrence of the event(s) giving rise to the claim.
15. Arbitration: Any controversy or claim arising from service or related to this contract or breach therein in excess of \$500.00 shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The resulting judgment rendered by a licensed arbitrator may be entered in any court having valid jurisdiction.
16. Electronic Signature: Acceptance of the Master Service Agreement incorporating the Terms of Service, Acceptable Use Policy, Service Level Agreement and Privacy Agreement hereby initiates billable services and is deemed complete by agreement to the terms as described on the online signup form(s) and completion of the ordering process.