



Terms of Service Agreement

Colocation & Dedicated Servers

Last Updated: 03/29/2008

I. Privacy

- NTWX, LLC guarantees that clients' information provided upon registration will not be distributed in any way to any third parties.
- NTWX, LLC does not store any personal billing information on company servers.
- Payment processing is handled by PayPal and, (upon request), Google Checkout, which will be held responsible for any billing discrepancies.

II. Data Property

- NTWX, LLC may not be held responsible for any content hosted on any servers in NTWX's network.
- All data, content, and otherwise hosted material is assumed to be the property of the server owner/renter.

III. Acceptable Use

- NTWX, LLC permits all legal content to be hosted on NTWX's network.
- The sending of SPAM is strictly prohibited.
- Any server found to be hosting illegal content or SPAM may enter the "Quick Termination" process.

IV. Termination Policies

- "Quick Termination" requests apply to servers found to be hosting or serving illegal content. If the offending content is not removed within 12 hours, the server will be disconnected from the network. If the problem progresses beyond the 24 hour point, the server will be permanently disconnected. Refunds will not be offered for services entering "Quick Termination."
- NTWX, LLC reserves the right to deny service to anyone for any reason within the extent of the law.
- Normal termination procedure provides client with 24 hours notice of cancellation.

V. Cancellation Requests

- Colocation clients must provide cancellation notice at least 30 days in advance of next recurring invoice.

- Dedicated server clients must provide cancellation notice at least 5 days in advance of next recurring invoice.
- Cancellation notices must be transmitted via email to info@ntwx.net. Phone or chat cancellation requests are not, under any circumstances, considered acceptable notification.

VI. Colocation-specific Terms

- All hardware shipping is to be completed at client's expense. NTWX uses PostalAnnex to professionally package and ship servers via Fedex. The shipping is insured and guaranteed to arrive at its destination safely. The average cost for custom boxing and shipping on a standard-length server is \$125.00. Upon request, servers can also be boxed by PostalAnnex and shipped via USPS. This method is NOT insured and will generally take substantially longer to arrive. NTWX cannot be held liable for damages incurred shipping via USPS.
- All work requests must include specific instructions as well as a set number of authorized billable hours to complete said work.
- NTWX technician work is billed at the rate of \$30.00/hour and Datacenter technician work is billed at the rate of \$50.00/hour. Responsibility for determining which type of technician will be completing a work request rests with the client.
- NTWX, LLC may not be held liable for damage to any hardware or software resulting from the use of NTWX's services.
- NTWX, LLC reserves the right to confiscate accounts with invoices delinquent for a period of four or more weeks (with the exception of prior arrangements, accepted by both parties, made in writing).

VI. Terms of Service Updating

- NTWX, LLC reserves the right to update the Terms of Service (TOS) at any time without notice.
- The last updated date is provided at the top of this document.