

Terms of Service

Important Notice

All Shared Hosting payments To Zool Computing Have a 30-day Money Back Guarantee.

Zool Computing agrees to provide the client web hosting for a monthly/quarterly/semi-annual/annual fee. Zool Computing will never require clients to advertise for Zool Computing on their website in any way shape or form unless agreed upon such as a non-profit organization receiving complimentary hosting. Clients are allowed to use the service for business/commercial or personal websites or content. Zool Computing reserves the right to change this agreement at any time without notice.

Contents

All services provided by Zool Computing may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States (or any other country) law is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, or material protected by trade secrets and other statute. The subscriber agrees to indemnify and hold harmless Zool Computing from any claims resulting from the use of the service which damages the subscriber or any other party.

Examples of Non-Acceptable Contents or Links

Pirated software

Hacking programs or archives

Warez Sites

Illegal MP3's

Spamming Software

Vip Poster

Hyip

Proxys (including proxy link websites)

Background Running Programs

We do not allow background-running programs. This includes any IRC related software such as bouncers and bots. In certain cases we may allow programs to run continually in the background, these are considered on a one to one basis and an extra charge will be incurred based on system resources used and operational maintenance needed.

Banned Scripts

You are free to use any scripts you wish provided they do not affect the normal operations of the server and they are not mentioned specifically below. Scripts that are commonly known for causing server disruption include large cgi-based message forums, chat programs, auctions, and banner exchanges. In the event a script affects normal server and/or administrative operations, Zool Computing reserves the right to disable the account pending client cooperation and resolution.

Violation of indecency and obscenity laws can result in criminal penalties.

Intellectual Property Rights

Material accessible to you through Zool Computing's Services may be subject to protection under the United States of America (or any other country) copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Zool Computing Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Zool Computing Network. If you use a domain name in connection with the Zool Computing Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Defamation

Defamatory speech distributed over the Internet can result in civil liability for the defamer.

Refusal of Service

Zool Computing reserves the right at its sole discretion to refuse or cancel service. Violation of any of Zool Computing's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded. Free domains which have been granted for customers paying annually are released to the customer at the end of there hosting period. Domains terminated due to policy violations will not be released to the customer.

Spam or Unsolicited E-Mail

You must not use the Zool Computing Network, Zool Computing equipment or any Zool Computing email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Zool Computing Network, Zool Computing equipment or any Zool Computing email address. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's email address accessible to the public will not constitute a request or invitation to receive messages.

If you are found to have spammed, Zool Computing reserves the right to disable your domain without warning. In addition, Zool Computing may impose a \$50 penalty for each spam policy violation. Zool Computing solely reserves the right to refuse or cancel service to known spammers. Lastly, Zool Computing reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

Abuse

Any attempts to undermine, slander, libel, threaten, or cause harm to a Zool Computing server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Zool Computing (or it's employee's/owners) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Zool Computing, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Zool Computing against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Zool Computing server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party and (3) copyright infringement. Customer agrees to limit the liability of Zool Computing to the amount paid for service.

Refund and Cancellation Policy

For payment, Zool Computing accepts Visa, MasterCard, Discover, American Express or PayPal. Zool Computing invoices exclusively via e-mail. Zool Computing does not send out invoices via postal services.

You may cancel your account at any time and receive a full refund (excluding any setup fees or domain name registrations fees incurred) if cancelled within our thirty (30) day money-back guarantee period. You may cancel for any reason. If after thirty (30) days you wish to cancel your hosting account, you will receive no refund of any monies already paid to Zool Computing.

However, if customer cancels fifth teen (15) days before recurring monthly billing date customer will not be billed for the next month and all payments thereafter will be cancelled with immediate effect.

Late Payment

Please note All Payments are done automatically monthly.

Any account whose payment status is not current as of the start of the next billing period is deemed late. Generally, customers are given a 10 day grace period after which the account is put on suspension.

You will receive a payment reminder everyday from the start of your payment due date. If after 30 days payment has not been received or we have not been contacted regarding payment, your account will be terminated without any further notice. Reactivation of closed accounts due to delinquency incurs a \$15 reactivation fee as well as payment of the balance due in full. For late payments please email billing@zoolcomputing.com to arrange payment.

Cancellation

You must use only one of following methods to deliver a official written notice of cancellation: Please fill out the entire [Cancellation Form](#). On receipt your account will be pending cancellation within 24 hours. Please include your Name, domain name, username, password and your reason for canceling.

Disclaimer

Zool Computing will not be responsible for any damages your business may suffer. Zool Computing makes no warranties of any kind, expressed or implied for services we provide. Zool Computing disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Zool Computing and its employees. Zool Computing makes a 99.9% Uptime guarantee.

Zool Computing keeps daily backups of their servers. Zool Computing can accept no responsibility for any loss of data or consequences arising from this. Zool Computing always advises clients to back up their site data regularly for its own protection.

Finally, Zool Computing wishes to emphasize that in accepting services, customers indemnify Zool Computing for the violation of any law or Zool Computing policy, that results in loss to Zool Computing or the bringing of any claim against Zool Computing. This means that if Zool Computing is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against Zool Computing, plus costs and reasonable legal fees.

Failure to comply with any of our terms & conditions will result in grounds for immediate account deactivation.

Zool Computing reserves the right to change, edit, or update the policies contained in this document, along with the content on our website at any time for any reason without notice.