

Terms of Service

The use of services from Hard Shell Hosting a division of Valerie Ayars Designs (termed Hard Shell Hosting throughout the remainder of this document) constitutes agreement to these terms.

1. Account Setup

Hard Shell Hosting will setup your account after we have received cleared payment. Once your payment has been verified and your account has been set up, you will receive an email containing the pertinent details of your account and its access.

2. Primary Email Address

When signing up, you should provide an email address that is not at the domain you are signing up with. Furthermore, you should maintain a current email address not associated with the domains on your account as the primary email address on file for contact purposes. It is your responsibility to maintain a current email address on file at all times. You agree that Hard Shell Hosting will not be held liable in any way for issue or problems of any kind that arise from failure to maintain correct contact information within your account.

3. Domain Contact Information

If you have a domain name registered with Hard Shell Hosting, it is your responsibility to maintain accurate and correct contact information for your domain name(s). Hard Shell Hosting assumes no responsibility for a lapse in registration due to outdated contact information being associated with the domain or with outdated contact information being present in your account details.

4. Content and Acceptable Usage

Services provided by Hard Shell Hosting may only be used for lawful purposes. The customer agrees to indemnify and hold harmless Hard Shell Hosting and any of our partners involved in providing service from any claims resulting from the use of our services.

Use of our services that involves violation of any copyright or trademark is prohibited. This includes the sale or copying of any copyright material, trademark material or counterfeit merchandise. Any account found in violation may be terminated immediately or have content removed with or without notice.

Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service agreement may be removed from the servers. Potential harm to minors is strictly prohibited, including but not limited to child pornography. Any site found to host child pornography or linking to child pornography will be suspended immediately without notice. Violations will be reported to the appropriate law enforcement agency.

Any account found connecting to a third party network or system without authorization from the third party is subject to suspension.

Using your account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account.

The sending of unsolicited e-mail, bulk emailing, and spam is strictly prohibited. "Safe lists" and purchased lists will be treated as spam. Any account which results in the IP space being blacklisted will be immediately suspended and/or terminated. Hard Shell Hosting reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Hard Shell Hosting.

It is your responsibility to ensure that scripts and/or programs installed under your account are secure and that the permissions of directories are set properly, regardless of installation method. When possible, set the permissions on directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. Maintain the security of your user name and password and be sure to use strong passwords.

All Hard Shell Hosting services are provided for authorized customer use only. The systems used by Hard Shell Hosting to provide services may be monitored for compliance with terms of service and for all lawful purposes. This monitoring includes assessment of authorized use, system management and security and may include the examination, recording, copying and use of information as well. Use of Hard Shell Hosting services constitutes consent to monitoring for these purposes.

Shared accounts may not resell web hosting to other people. The customer is responsible for maintaining your own backups of all content, data, files, emails and other information that you place on the server.

We reserve the right to refuse service to anyone at our discretion. Any violation of our terms of service could result in content removal and/or account suspension or termination with or without notice.

5. Payment Information, Refunds and Cancellations

In order to receive services, you agree to supply payment for services received from Hard Shell Hosting in advance. You agree that until and unless you notify Hard Shell Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis. You accept that you are responsible for maintaining up to date payment information in your account details and that failure to pay due to outdated payment information could result in the loss of services, domain names, information and data stored in the account.

Hard Shell Hosting provides you an unconditional 30 day money back guarantee on your managed shared hosting plans. If within the first 30 days of service, you are not satisfied, just contact us at billing@hardshellhosting.com to request cancellation of services and a full refund. The unconditional 30 day money back guarantee is only valid for first time account holders with Hard Shell hosting and thus only first time account holders are eligible for a refund within the 30 day time frame. Cancellations requested after the first 30 days of service for managed shared hosting accounts will go into effect on the renewal date for that particular hosting plan. Unless specifically requested, the account will remain active until expiration. All domain registrations are final and billed out for 1 year. If you wish not to renew, you must provide written cancellation as outlined below.

Cancellations must be provided in writing via email by submitting a request for cancellation to billing@hardshellhosting.com. This process will open a ticket with the billing department and will require you to submit the appropriate information as requested by the billing department to complete your cancellation. Cancellation will be final once you receive notice that your cancellation request has been processed. Cancellation will result in the permanent removal of all file, information, emails and other data that were stored in your account.

Unless written notice of cancellation has been received, services will be billed on a recurring basis and Hard Shell Hosting reserves the right to bill your credit card or other billing information on file with us for any amounts owed. All invoices are due by the due date provided on each invoice. Failure to provide appropriate payment by the due date will result in late fees of 18% annually to be accrued monthly. No earlier than 180 day and at the discretion of Hard Shell Hosting, overdue balances may be turned over to collections. The customer agrees to pay all fees associated with the collections of overdue balances along with any balances due. Access to an account will not be available until all balances due are paid in full.

Domain name registration and renewals, ssl certificates and private registration service are billed annually and renewed 30 days before the renew date. It is the customer's responsibility to notify the billing department via email at billing@hardshellhosting.com for any cancellations of these services prior to the renewal period. No refunds are given, once a domain name, ssl certificate or private domain name registration is renewed. The sale of all domain name registrations, ssl certificates and private registration service as well as their renewals are final.

Hard Shell Hosting reserves the right to change the plan rates and thus the monthly payment amount and any other charges at the renewal date of that service. While each plan's price and associated services might change on the website, no changes will affect a customer's account until renewal at which time services will reflect the current offerings of Hard Shell Hosting. Services purchase annually will automatically renew for another annual term unless cancelled according to the cancellation procedures outlined above. Hard Shell Hosting reserves the right to cancel or suspend, in whole or in part, access to the account at any time with or without notice. Violation of the terms of service can result in cancellation of services and will void any potential refunds that might have been otherwise due.

6. Bandwidth, Storage and Resource Usage

All hosting plans provided by Hard Shell Hosting have a generous allotment of bandwidth and storage space available and should function properly and normally for the vast majority of users. Should your account exceed the allowed bandwidth or storage space your account could be temporarily suspended until the situation is rectified. Bandwidth usage resets monthly while your storage space is set for the life of the account. If you notice that you are reaching the upper limits of either of these measures on a regular basis, please contact us at support@hardshellhosting.com to request an increase in your limits. A limit increase will usually require you to upgrade to a new hosting plan. Any month's unused transfer is not carried over to the next month. Any resource overuse can also result in suspension and you should contact us to remedy the problem.

7. Private Registration for Domain Name Service

ID Protect private registration for domain names (Service) is an optional add-on service provided

by Hard Shell Hosting via the backend service provider, Whois Privacy Protection, Inc. By purchasing this add-on service you agree in full to the service agreement conditions set forth by Whois Privacy Protection, Inc. and that apply specifically to this Service. The complete service agreement for ID Protect optional privacy services can be found here - [Private Registration Agreement](#).

8. Free Transfer Service

The free transfer service is available for 30 days from your signup date with Hard Shell Hosting. Please send a request for transfer to our support department and someone will contact you to obtain the information necessary to complete the transfer. At Hard Shell Hosting, we will make every effort to help you move your site to your new hosting with us. However, transfers are provided as a courtesy service, and we cannot make any guarantees as to the ability or time required to complete an account transfer. Each hosting company is configured according to their own standards which could make it very difficult or impossible to transfer some or all account data. We will work our hardest to complete your transfer, but in some cases may be unable to transfer your data from your old host.

9. Legal Stuff

Customer agrees that it shall defend, indemnify, save and hold harmless Hard Shell Hosting, Valerie Ayars Designs and its agents or affiliates from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Hard Shell Hosting, Valerie Ayars Designs its agents, customers, or affiliates, that may arise or result from any and all product or service provided or performed or agreed to be performed or any wrong doing or alleged wrong doing by anyone using any product or service we provide.

You acknowledge and agree that Hard Shell Hosting has the right at its sole discretion, without providing prior notice and without any liability to you whatsoever, to reveal to third parties the contact information provided by you for any domain name registered using the private domain registration service, to populate the public WHOIS database with your name, primary postal address, e-mail address and/or telephone number as provided by you in your account details and/or terminate your subscription to the Service if any of the following apply.

- You violate the Terms of Service
- Any third party claims, whether valid or not, that the domain violate or infringes upon a trademark, trade name or other legal rights
- Any third party threatens legal action against Hard Shell Hosting, Valerie Ayars Designs or any of its agents or affiliates that is related directly or indirectly to the domain name
- Any third party claims, whether valid or not, that the use of the domain name violates any laws, regulations or its use is otherwise illegal
- To comply with any or all requirements or policies set forth by ICANN
- To comply with all applicable laws, rules, court orders or requests made by government or law enforcement officers.

Hard Shell Hosting shall not be responsible for any damages to your business. We make no warranties of any kind, expressed or implied, for any or all services we provide or their fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong

delivery, and any and all service interruptions caused by Hard Shell Hosting and its employees, agents or affiliates as related to providing services.

By using any Hard Shell Hosting service, you agree to submit to binding arbitration. If any disputes or claims arise against Hard Shell Hosting or its subsidiaries, such disputes will be handled by an arbitrator of Hard Shell Hosting's choice. For the intent of venue, all sales are considered to take place in Harris County, Texas and thus all disputes will be arbitrated and settled in Harris County, Texas. The customer is responsible for any and all costs related to such arbitration.

Hard Shell Hosting may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

10. Sole Agreement

This is the entirety of our agreement for products and services with Hard Shell Hosting. By using our products or services, you agree with and accept the terms herein in their entirety. If any provision or portion of a provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision or portion of said provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Hard Shell Hosting reserves the right to revise its policies at any time without notice. Any and all changes can be found on this page so check back often.

Contact us with any questions about this agreement at:

Hard Shell Hosting
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