



31 West First St. | Wind Gap, PA 18091 | Phone: 610-863-1637 | Fax: 610-881-4263

## Terms of Service

At Millennium Media, Inc., we take pride in providing excellent products and service to all customers. To offer the best service possible, all Customers need to follow the same rules and guidelines.

### **New Domain Accounts:**

All new web-hosting accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days.

### **Service Rates:**

All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Millennium Media, Inc. in writing for a request for termination of services (see cancellation by customer section below for details on how to cancel).

A customer who prepays and then wants to downgrade their hosting package can do so, but will not be eligible for a refund of any prepaid monies, or a reduction in yearly charges until the prepaid period is up. The client is aware that Millennium Media, Inc. may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Millennium Media, Inc.'s achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

*All payment is in U.S. currency and must be prepaid. All applicable taxes will be assessed on all services provided. A \$25 fee will be assessed for all returned checks.*

### **Duration of Service:**

Service can be purchased for increments of quarterly, biyearly, or yearly based on your budgetary needs. Millennium Media, Inc. offers prepaid services only. There will be a \$100.00 restoration fee for any domain name that is renewed after the expiration. This is as a result of GoDaddy and other domain name management companies instituting similar fees.

### **Website Backup:**

In the event the client causes an unwanted website design change, or deletion a restoration fee of \$100.00 will be incurred to restore the website to a point within the last 24 hours. No fee will be charged to restore the website in the event of server failure.

### **User-Supplied Content:**

Illegal or Improper Activities and Law enforcement disclosure.

All services may be used for lawful purposes only. Through the Millennium Media, Inc. server websites maybe designed to allow access to Chat Areas, Bulletin Boards, Web Pages, email, or other Services that enable you and the public to send or post materials ("content") and make that content available to others. You must not submit, publish, or display on the Network any defamatory, inaccurate, abusive, obscene, infringing, or threatening content. In addition, you may not submit, publish, or display any content that violates any US Federal, State, or Local Law. You are solely responsible for the content that you make accessible through Millennium Media, Inc. You may not use the Service to assist any other person or entity to violate any Federal, State, or Local Laws, Ordinances or Regulations. Therefore, Subscriber agrees that the Millennium Media, Inc. may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition Millennium Media, Inc. shall have the right to terminate all service set forth in this Agreement.

### **Content management:**

Millennium Media, Inc. is not responsible for website content, design layout, or management of websites not contracted through Millennium Media, Inc. Separate Terms of Service apply to all web design clients.

### **Fraudulent Activities:**

You may not offer or disseminate fraudulent goods, services, schemes, or promotions (i.e., make money fast schemes, chain letters, pyramid schemes, ponzi schemes), or furnish false data on any signup form, contract or online application or registration, or fraudulently use any information obtained through the use of Millennium Media, Inc. servers or services, including without limitation use of credit card numbers. Connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages is also prohibited. Your Domain may not be referenced as originator, intermediary, or reply-to address in any of the above. 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.



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**Fraudulent Activities (Continued...)**

If you are found to have spammed, without warning, Millennium Media, Inc. reserves the right to disable your Domain. Millennium Media, Inc. solely reserves the right to refuse or cancel service to known spammers. Lastly, Millennium Media, Inc. reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

**Infringement:**

You may not use Millennium Media, Inc. services or servers in any manner, which infringes the intellectual property rights or other proprietary rights of any third party including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works, and videos.

**Pornography:**

Pornography and sex-related merchandising are prohibited on all Millennium Media, Inc. Servers. This includes Sites that may infer sexual content, display nudity, or link to adult content elsewhere. This is also true for Sites that promote any illegal activity or content that may be damaging to Millennium Media, Inc. Servers or any other Server on the Internet. Links to such materials are also prohibited. Below are some examples of non-acceptable content or links:

- Adult Sites - Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- Pirated Software (Warez) - Any software that is copyrighted and not freely available for distribution without cost; i.e. ROMs, ROM Emulators and MPEG Layer 3 files (MP3).
- Copyright Violations - Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.
- Hacking/Phreaking - Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to Internet Sites or Providers.

**Server Resources:**

Any Web Site that uses a high amount of Server resources (such as, but not limited to CPU Time, Memory Usage, and Network Resources) will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

**Service Termination:**

**Refusal of Service:**

Millennium Media, Inc. reserves the right at its sole discretion to refuse or cancel service. Violation of any of Millennium Media, Inc. Terms of Service could result in a Warning, Suspension, or possible Account Termination. Accounts terminated due to policy violations will not be refunded.

**Service Cancellation:**

All service cancellations must be done in writing either via e-mail: [webmaster@millenniummediainc.com](mailto:webmaster@millenniummediainc.com) or via U.S. Mail at: Millennium Media, Inc., 31 West First St., Wind Gap, PA 18091.

**30-Day Money Back Guarantee:**

Millennium Media, Inc. provides a 30-day "no nonsense" money back guarantee for all hosting accounts. If for any reason, you request cancellation before your 2nd month's bill date, we will refund you the 1st month's cost. Exceptions of the 30 Day Money Back Guarantee include any violation of Millennium Media, Inc. Terms of Service, or any violation of Federal, State, or Local Law.

**Privacy Policy:**

Millennium Media, Inc. insures that all personal information being voluntarily submitted to us in the processing of your order (to be used for record and billing purposes, etc.), inclusive, but not limited to, credit card and other personal information, will be kept strictly confidential and used "solely" by Millennium Media, Inc. , its authorized representatives and employees; for the strict purpose for which it was intended, and for the benefit of the Subscriber. We agree not to share, rent, sell or release this information to any individual, entity or third party, for any reason, without the specific written consent of the Subscriber; with exception as required by Law, Regulation or Governmental Authority.



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**Customer Responsibility**

Millenium Media, Inc. provides a 90 day policy on information submitted. All Millenium Media, Inc. customers are responsible for information submitted. The customer has 90 days from the date when the first invoice was derived, to provide all necessary information to Millenium Media, Inc. to complete the project at hand. After 90 days has expired, the remaining balance will be invoiced to the customer and any additional work remaining deemed necessary to finish the project will be billed as updates. Updates are billed on an hourly basis and not billed until the full one hour is reached. Please check with a Millenium Media, Inc. representative for our current hourly rates.