



## Managed Hosting Terms of Service

This document contains Ultimate Outdoors Network's (the "company", "us", "we", or "our") Managed Hosting Terms of Service. Ultimate Outdoors Network expects its clients (the "customer," "user," "you," or "your") to carefully read and understand this document. By doing business with Ultimate Outdoors Network, you are subject to the following Terms of Service, as well as our Refund Policy available on our website at: <http://www.ultimateoutdoorsnetwork.com/legal/>.

Ultimate Outdoors Network reserves the right to modify this agreement anytime at the company's sole discretion. Any modifications made to these Terms of Service shall go into effect immediately after such modifications are published. We will attempt to email all of our clients a copy of this document every time changes are made, but it is ultimately the client's responsibility to make sure they understand and have read our current terms of service for this and other products they may have purchased from us. We will not be held responsible for our clients being unaware of our Terms of Service. An up to date version of this document as well as other legal information can be found at our website: <http://www.ultimateoutdoorsnetwork.com/legal/>.

By hosting your website with Ultimate Outdoors Network it is assumed that you have read and agree to all of the following terms and conditions. These terms outline the entirety of the service provided and should make clear what our responsibilities are as your hosting company.

### What is Managed Hosting? / Introduction

Managed Hosting by Ultimate Outdoors Network is a hands-free approach to web hosting. Our developers maintain our clients' websites running efficiently and perform content updates at their request. Each managed hosting account comes with up to 30 MINUTES of support included each month. Clients may send a ticket by emailing [support@ultimateoutdoorsnetwork.com](mailto:support@ultimateoutdoorsnetwork.com)

In addition to keeping website content up-to-date and making sure everything runs as it should, Ultimate Outdoors Network will also send the client a monthly traffic report to their email and keep a daily back up of the website and all its files.

Ultimate Outdoors Network  
[www.ultimateoutdoorsnetwork.com](http://www.ultimateoutdoorsnetwork.com)  
1001 East Browning St.  
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618-969-0478



### **Hours of Operation**

We are open Monday through Thursday from 9:00 AM to 4:00 PM Central Standard Time. Any calls or emails after business hours or on weekends may not be reviewed until the following business day. All web related issues and support requests must be sent to [support@ultimateoutdoorsnetwork.com](mailto:support@ultimateoutdoorsnetwork.com).

Occasionally, our office may close for certain Holidays and scheduled dates. You may review these dates at our website. Scheduled closings may be modified at any time. During scheduled closings, web support may not be available.

### **Account Payments**

Your managed hosting fee can be paid on a month-to-month basis, semi-annually, or yearly. If you pay every month, we require that you provide us with valid credit card or debit card details so your payment can be deducted automatically each billing cycle. It is important that we receive your payment promptly to prevent any service interruptions or suspensions. You may update your payment details by calling us at (618) 969-0478.

You agree that until and unless you notify Ultimate Outdoors Network of your desire to cancel any or all services received, including Hosting service, those services will be billed on a recurring basis indefinitely.

### **Late Payments**

If your hosting fee payment is late by 7 days or more after the invoice has been issued, your service may be suspended until a payment can be processed. Please know that it may take up to 2 business days to restore your service from a suspension. Also, know that if your hosting fee payment is late by 15 days or more, a \$35 late fee may be applied to your account. If any outstanding balance is not paid in full after 90 days from its due date we reserve the right to terminate your service and erase the account along with all files, email accounts, and other data stored on our server. Any outstanding balance will still be owed to our company and will be subject to legal collection efforts.

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### **Account Specifications**

We currently offer 3 Managed Hosting plan levels with the following limitations:

#### **1) *Small Game Managed Hosting***

Hosting Fee \$10/Month

Total Monthly Bandwidth Provided: 150 GB

Total Disk Space Provided: 500 MB

Account Access: FTP Only (Available Upon Request)

Email Accounts Available: unlimited

MySQL Databases Available: unlimited

#### **2) *Big Game Managed Hosting***

Hosting Fee \$15/Month

Total Monthly Bandwidth Provided: 500 GB

Total Disk Space Provided: 1 GB

Account Access: FTP & Limited SSH (Available Upon Request)

Email Accounts Available: unlimited

MySQL Databases Available: unlimited

#### **3) *Safari Managed Hosting***

Hosting Fee \$26/Month

Total Monthly Bandwidth Provided: 800 GB

Total Disk Space Provided: 3 GB

Account Access: FTP & Limited SSH (Available Upon Request)

Email Accounts Available: Unlimited

MySQL Databases Available: Unlimited

Hosting fees are subject to change without prior notice. Customers who pay by the year or every 6 months will not see an increase until their paid period expires. Ultimate Outdoors Network may modify its hosting plan features and limitations at any time without prior notice. Hosting account modifications will be effective immediately.

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### **Maintenance Requests & Website Modifications**

As part of our managed hosting service, we provide our clients with up to 30 Minutes of development time ea./month. The 30 minutes of development are not accumulative from one month to the next. A client request for modifications or improvements can be anything the client wishes to add, change, remove from their website content as long as the total number of requests made within a 30 day period does not exceed 30 minutes. Any requests exceeding these limits will be rejected by our ticket system or by the representative handling the request.

Support is intended for content modifications or additions only; Layout changes, such as redesigning the header or template are excluded. Requests and total work time will be logged by the representative handling the request, as well as the webmaster on duty. We ask that our clients be reasonable with any requests submitted and understand that in certain cases we may turn down a request if we believe it to be excessive. Clients who wish to have extensive work done on their site may purchase additional development time at a standard hourly rate of \$25.00/hr. This hourly rate may be adjusted without prior notice.

### **Content Accuracy**

You must evaluate, and bear the risk associated with, the accuracy, completeness, or usefulness of any content on your website. Content may refer to any text, pictures, video clips and other media formats. Ultimate Outdoors Network shall not be responsible for the accuracy of any content placed on your website.

We expect you will review our changes carefully whenever you request an update to any content on your website. We shall not be liable for any inaccuracies found on your website which may impact your business. These include, but are not limited to: Pricing Information, Booking Availability, Dates, Times, Service Availability, Service Descriptions, Product Descriptions, Product Availability, Business Descriptions, and Contact Information.

### **Traffic Volume & Search Engine Position/Ranking**

Ultimate Outdoors Network does NOT provide Search Engine Optimization with Managed Hosting. Search Engine Optimization may have been performed when your website was initially designed, but it is NOT included with our hosting service.

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Ultimate Outdoors Network does not make any warranties, expressed or implied, as to website traffic or search engine placement results to be obtained from hosting your website with us. We expect all clients to understand that there is always a risk for their website traffic to decrease and for their website to experience reduced placement on search engines.

By hosting your website(s) on our servers, you agree that we are not liable for any traffic decrease your website may experience, reduced search engine placement of your website, reduced search engine ranking of your website, or other condition which may negatively impact your website's exposure or visibility on the Internet. Ultimate Outdoors Network is not liable for any loss of business due to the underperformance of your website in terms of visitor volume or statistics.

#### **Submitting a request for website modifications**

In order to let us know of any changes you wish to make to the site, you must submit a support ticket. To submit a ticket, you may email [support@ultimateoutdoorsnetwork.com](mailto:support@ultimateoutdoorsnetwork.com) with a detailed explanation of the changes you wish to make and any files needed to perform the changes. You may also submit a ticket by visiting <http://www.ultimateoutdoorsnetwork.com/support> and filling out the "Open New ticket" form. We do not accept support requests by phone. Please be as detailed as possible when filling out a support ticket so our developer can accurately resolve your issue or perform the modifications needed. Support tickets are reviewed within 2 business days. Depending on the amount of time needed to resolve the ticket, we may need an additional day or two after we review the ticket to fulfill your request. You will be notified by email when your ticket has been resolved.

#### **Email Service**

Your hosting account has a certain number of email accounts available (see Account Specifications above). Although the email accounts are set to 'unlimited' disk space, meaning there is no limit in the number of emails email data files you can store, the total size of your email account does count towards your account's total disk space.

#### **Spamming**

Spamming (sending unsolicited commercial or bulk emails) using our servers is strictly not allowed and doing so will result in the permanent termination of all your hosting services.

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Sending spam emails, which may or may not include links to a web site hosted on one of our servers, is also forbidden. We reserve the right to suspend or immediately terminate any site that is linked to from spam emails. We reserve the right to immediately terminate any hosting account upon suspicion of having spammed via email or otherwise.

To protect our servers we may impose limits on the number of emails sent within a particular time frame from our servers.

### **Backup Service**

We perform a daily backup of your website and all contents inside your user folder on our server. This includes, emails, pictures, videos and any other data stored and hosted by us. This is meant as a security precaution in the unlikely event that our server should crash or our hard drives were irreparably damaged. This simply means your data is safe. You will most likely never lose any files, and if anything ever happened to your website we could restore it from a backup. Please know that we offer this backup service as a preventive measure in case there is a problem with the server. If you require restoration of your website for any other reason, such as unintended changes made by you to the website, a restoration fee of \$50.00 will be applied to your account as well as \$25/hr fee for the total number of hours it took to restore your website. We cannot guarantee the success of a restoration due to the complexity of the process. We wish to stress that this should only be thought of as a last measure and not a routine solution. Please see 'Data Loss' for more information.

### **Data Loss**

Although we keep a daily backup of your account, there is always a risk for potential data loss or damage. In the unlikely event of a natural disaster for instance, such as an earthquake or a flood, your files may be lost and your website may go offline. We will not be held responsible for data lost, any website downtime, or loss of potential business. Once again, please know that while we have many systems in place to prevent any permanent damage or loss of your website and its files, there is always a small risk that is beyond our control.

### **Downtime & Server Maintenance**

In order to keep things running smoothly, we regularly work on the server and perform updates and installations as needed. We understand how important it is to prevent downtime and service interruptions, which is why we do our best to ensure minimal

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impact to our clients. We generally will only perform routine maintenance after midnight CST and will email you if we think your website will experience any downtime or be affected in any way. If you experience any issues or unusual load times while accessing your website or email please get in touch with us so we can look into the problem. We take the reliability of our services very seriously and strive to answer your support tickets within 1 business day.

### **Service Cancellation & Website Transfer**

You may cancel your managed hosting service at any time. Once we process your cancellation request, you will be given 48 hrs to copy all of your files from our server so that we may remove them. Your account and all its files will be permanently removed once the 48hr period ends. You will be provided with FTP login details so that you can transfer all files belonging to your website. Email messages and other data not found inside your website folder that you wish to transfer will be provided. Any MySQL databases associated with your account will be made available for download as well. Please know that aside from making all of your data available to you so that you can download it, we will not assist in transferring your website to another server, reinstalling any services, or reconfiguring any scripts or other files. We will simply make everything available to you, we will not transfer the website on your behalf. If you need help transferring your website we may do it for you at an hourly rate of \$25/hr.

We reserve the right to cancel and terminate your hosting account for any of the following reasons: Misuse of service, spamming (sending bulk emails), delinquent billing status, inappropriate or illegal website content, use of account to harm our servers or attempting to disrupt service, and in the event that we should decide to discontinue our managed hosting service. We may also terminate your account if we believe your behavior towards our employees or other customers is offensive, abusive, violent, threatening or disruptive in any way. If we proceed to cancel your account you will be informed and given FTP login details so that you can save your files onto another location. You will be given 30 days to transfer your data and be provided with a full archive of your website, its databases, email accounts and other files. We will not assist in transferring the files or reconfiguring your website to run on an external server. Your account and all its files will be permanently removed once the 30-day grace period ends.

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### **Refunds**

We have a no refund policy on hosting and related services. All sales are final. Please see our Refund Policy available on our website at the following address:

<http://www.ultimateoutdoorsnetwork.com/legal/>.

### **Account Confidentiality & Security**

When contacting our office by phone or otherwise, may ask you to verify account details to prove your identity. This is meant to keep your website and account information secure. If someone who is not presently listed on the account profile calls regarding your account, we may deny them access until you contact us directly to make sure they are allowed to manage the account.

You must take reasonable steps to protect the security of our servers. This includes, but is not limited to:

- Keeping all passwords to Ultimate Outdoors Network systems secure. This includes, but is not limited to, FTP/SSH passwords, MySQL Database passwords, and Email passwords. You must not reveal your passwords to third parties without authorization from us.
- Informing Ultimate Outdoors Network if you believe your password or username may have been compromised.

We may suspend or immediately terminate any account we believe may have been hacked or used to potentially harm our servers. It is ultimately your responsibility to keep usernames and passwords secure, and to ensure no one other than you can access the account or its services.

### **Hold Harmless**

You agree to protect, defend, indemnify and hold us harmless from and against any and all claims, causes of action, liabilities, judgments, penalties, losses, costs, damages and expenses (including attorneys' fees and all related costs and expenses of litigation at arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is

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instituted) suffered or incurred by us, including, without limitation, any claim for personal injury or property damage, arising from: (i) these Terms; (ii) the Services provided to you by us; (iii) your use of the Services including without limitation any copyright infringement claims that could arise from storing your website files on our web server; (iv) the failure of our company to provide any services on time or as expected; (v) loss, damage, or destruction of your website or email messages by any cause whatsoever whether or not attributable to our negligence or intentional act; (vi) any violation by you of any federal, state or local laws, statutes, rules or regulations; and (vii) for the consequences of any attempts of third parties to serve you with legal process through the Services or our facility. For purposes of these Terms, the indemnified parties shall include Ultimate Outdoors Network and its owners, affiliates, subsidiaries, parents, shareholders, members, successors, assigns, representatives, franchisees, officers, directors, agents, attorneys and employees.

#### **Acceptance**

Please note that by paying your initial hosting fee you are agreeing to all of our terms of service as written here. Ultimate Outdoors Network reserves the right to change or modify these terms at any time and without prior notice. Changes made to these Terms of Service shall be effective immediately.

#### **Miscellaneous**

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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