BizACT General Service and Hosting Service Terms

1. BizACT (BizACT) provides web site hosting and email services; and Internet access services; and data storage and IP services; and technical and technology installation services; and skilled or professional services.   In this agreement, the term BizACT will refer to both BizACT and any entities involved in operating BizACT, and any domain names used to represent BizACT (i.e. BizACT.net and BizACT.com). The terms "client", "Client", "customer", and "Customer" refer to both the Company, if any, and the Billing Contact person indicated within BizACT's billing system. The person opening the account or placing the order with BizACT accepts to be the Billing Contact, and also swears to be an authorized representative and signer for the Company, if any, the order is placed for. The client agrees to provide all true and accurate information when placing any orders for service or product from BizACT. All services provided by BizACT may be used for lawful purposes only. BizACT reserves the right to refuse service and/or access to its servers to anyone. Client is bound by this agreement upon any BizACT service or product purchase. BizACT reserves the right to suspend or cancel any client's access to any portion or all of BizACT services when BizACT deems that the account has been used inappropriately. The acronym USA refers to the country of United States of America.

2. BizACT prohibits entities and/or sites engaged in:

    2.1. ILLEGAL ACTIVITIES that include but not limited to storing and/or distributing illegal copies of copyrighted software, warez sites, violating trademarks and copyrights, violating U.S. laws, violating U.S. Federal export laws, selling and/or distributing illegal contraband.

    2.2. INTERNET ABUSE including but not limited to spamming - mass unsolicited Emailing (spamming), distribution of mass emailing programs, cross-posting messages to large number of Usenet groups, posting obscene or inflammatory messages, threatening other Internet users, mail bombing Internet users, subscribing other Internet users to list services or mailing lists, running packet sniffers or port scanners, and spamming our support staff. Policy violators are responsible for a 500 dollar clean up fee.

    2.3. SYSTEMS ABUSE including but not limited to use of excessive CPU resources, use of excessive disk space, use of excessive email storage space, attempting to gain access to root and other clients' accounts (hacking), installing continuously running programs, and reselling CGI scripts.

    2.4. While BizACT does not censor user's web sites, our policy prohibits ADULT sites. The determination of what is "adult content" and prohibited shall be solely made by BizACT.

3. Policy Violation

    3.1. Should a policy violation occur, BizACT reserves the right to terminate the account without notice and the client will be held responsible for any damages to BizACT's business, system, servers, connectivity, reputation, service, network, operations, or equipment resulting from their actions including, but not limited to, government actions, vandalism, retaliation, and claims of libel, unfair competition, infringement of patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort.

4. WEB SITE CONTENT AND DEVELOPMENT

    4.1. The client is responsible for programming and for uploading their web site to our web servers. BizACT does not provide free web site development, consulting, programming, or debugging services. The client is responsible for keeping a complete and current copy of their web site files as backup on a remote system (not on BizACT servers). BizACT is not responsible for any lost files, information, or data.

4.2. BizACT's data backups are for backing up our system configurations and databases and are NOT for keeping backups of client web sites. Should any data need to be recovered from BizACT's backup tapes or backup systems, there will be a restoration charge of $80. BizACT does not guarantee to possess the most current copy of a client's website, or any copy of client's website.

5. SUPPORT

5.1. Technical support is provided via email and phone. The first contact with BizACT is through email. The client agrees not to spam our support staff and follow standard Internet etiquette.

6. PAYMENT POLICY

6.1. All services are provided on a prepayment basis. BizACT accepts payments via the following methods: credit card, debit card, Zelle, check, wire transfer, money order, cashiers check, and Paypal. All monetary transactions will occur in $US currency. For new accounts, once an order is successfully submitted, the client is subject to BizACT's refund policy. An exception to prepayment is made for services that are tracked on a time basis.

6.2. Prepayment Account And No Renewal

6.2.1. We make it simple for clients by not having a renewal for accounts. Recurring prepayments are due according to the price plan cycle (i.e. monthly, quarterly, semi-annual, annual) client chose or until client cancels service.

6.3. Prepayment/Billing Cycle

6.3.1. Billing cycle will be according to the price plan indicated on clients order (examples: monthly, annual, semi-annual). An account billing cycle begins on the date the account is processed. Recurring billing cycles will begin on the same day of the month and end on the day prior to the beginning of the next billing cycle. Accounts that began on the 29, 30, or 31 will experience some variation, depending on how many days are in a particular month. Typically, a promotion billing cycle will become a monthly cycle automatically after the promotion period is over, unless requested otherwise by client. If client got a promotion deal, then after a promotion prepayment period has ended, the client account will automatically be converted to a month-to-month price plan and cycle, unless the client requests a different price plan, which normally has a different recurring prepayment cycle.

6.4. Credit Card

6.4.1. BizACT accepts Visa, Mastercard, American Express, and Discover. No security deposit or additional processing fee applies. If payment is by credit card, the client authorizes BizACT to charge the credit card provided for those charges for BizACT services to be rendered, any past due balances, overage charges, and fines in order to bring the account current. Credit card payments will be charged automatically on the first day of the billing cycle. Should any delays occur in credit card processing on the first day of the client's billing cycle, BizACT may charge the amount due to the provided card at any time.

6.4.2. Charges onto credit cards will show on card and/or bank statements as Internet Services, or the brand name associated with the website the order was placed through.

6.5. Checks And Similar

6.5.1.   Checks, bank drafts, and money orders are accepted for prepayments that are three months or longer. If a Month-to-Month price plan is chosen, then a prepayment of three months worth is accepted. NSF (non-sufficient funds) checks, money orders, or bank drafts are subject to an additional $30 returned check fee. If the client is set up to pay by credit card and decides to pay by check or money order, the client agrees to notify BizACT prior to making payment.

6.6.   Wire Transfer

6.6.1.   Wire transfers are accepted only for non-US clients who are under the advanced prepayment plan. Wire transfers require an additional Wire Transfer Processing Fee of $25 or more.

6.7.   InterNIC Fee

6.7.1.   InterNIC or domain name registration payments are separate from BizACT fees and will be billed directly to the domain owner. The client is responsible for timely payments to InterNIC or domain name registration provider for domain name ownership.

6.8.   Billing Notification

6.8.1.   Unless a special arrangement is made, no invoice is emailed or mailed for recurring billing cycles such as monthly, annually, quarterly, or semi-annually.   Any notifications of billing will occur through email. Non-US clients will only receive invoices through email. BizACT may choose to mail notifications and/or invoices instead. Postal mailings requested by client will have a Postal Cost of $6.50 or more per mailing. Faxes requested by client will have a Fax Cost of $3.50 or more per fax incident.

6.9.   Party Liable

6.9.1.   Both the Company (regardless of the type of company) and the Billing Contact person listed within BizACT's Billing System, and/or Customer Billing Interface (CBI) are liable for all payments and fees charged client's account. Liability falls to the last known valid person and/or valid company indicated on client's account. We need to be informed in writing of any ownership change, or liability change for client's account. In the case of an ownership change, which automatically causes a liability change, the new owner would need to also send our Billing Contact written acceptance to take over the client account. Only after both the current client account owner and the new client have provided written ownership change acceptance notices, will BizACT consider the ownership officially changed, and liability transferred to the new client.

6.10. Charge Backs

6.10.1.   If client initiates or requests a card Charge Back (a reversal of a charge to a credit/debit card), and the Charge Back is ruled in our favor or the Charge Back is recognized as false by BizACT, or we have already refunded an amount for which a Charge Back is requested, then a $40 processing fee (False Chargeback Fee) will be applied. This $40 processing fee is in addition to any other balances and/or fees due, and it is due immediately upon client being informed via email or mail, regardless of the status of client's account (i.e. open, active, closed, suspended, or in dispute). We will charge client's credit card the $40 processing fee, unless payment method for client's account is by check or some other means.

6.11. Late Fees

6.11.1.   If a payment has not been gotten and processed and posted to client's account by the due date of the service (the date for which a service fee is due), then there is a Late Fee. This Late Fee can be $30 (thirty

dollars) or more. If a chargeback or a payment reversal of any kind is done, and thus voiding a payment that was gotten on time, a Late Fee will be incurred on client's account if the Due Date has passed.   Checks need to be sent early enough to allow time to arrive, be processed, and posted to the account as a received payment by the Due Date. When mailing from within the USA, it is suggested to mail your check, money order, or similar, at least 10 days prior to your due date. When mailing from outside the USA, it is suggested to mail your check, money order, etc. at least 3 weeks prior to your due date.

7. REFUNDS

    7.1. Setup Fees are not refundable.

    7.2. Amounts that are refundable are issued under the following circumstances:

        7.2.1. An account is canceled within the initial 15-day money back guarantee period.

        7.2.2. An account is canceled and has a refundable credit balance with BizACT. An account is overpaid or otherwise has established a refundable credit with BizACT and the client desires a refund of that credit while they remain an active client.

        7.2.3. An account is prepaid but is canceled before the due date of the prepayment and within 30 days of making the prepayment. Prepayments made in advance for future services are not eligible for refunds.

    7.3. If an account is canceled for any reason, there will be no prorated refunds due for any prepaid period. If payment to BizACT has been made via credit card then a refund related to those funds will only occur to that credit card. If payment to BizACT has been made via check or wire transfer, a refund related to those funds will occur via check. All refunds are in $US currency. Monies are NOT adjusted due to international currency value fluctuations. If a client has credit due to referral credits, then there will be no refunds for that credit. Referral credits are only applied to hosting fees and do not have cash value. Refunds are processed twice a month.

    7.4. 15 Day Money Back Guarantee

        7.4.1. If the client is not satisfied with BizACT's services, and cancels within the first fifteen (15) days, then they will be refunded all amounts minus any setup fees.

8. PAYMENT CARD FAILURES

    8.1. If the provided payment card (such as a credit or debit card) fails authorization or is declined, an email will be sent asking client to update the credit card information. The client will have ten (10) days from the beginning of their billing cycle or from the date the email notice was sent, which ever occurs later, to update their card information or free up their credit line so that the charge may go through.   Should the card charge fail a second time, BizACT reserves the right to suspend or terminate the account immediately. A notice will be emailed or mailed to inform the client of the failed card charge. If the billing issue is not resolved within ten (10) days from the second notice date, the account will be closed. For new accounts, should the provided card fail to authorize payment for the initial charge, the account is automatically suspended or is not fully setup. If the account is closed and amounts remain severely past due, then account will be sent to a collection agency.

9. CHECK PAYMENT SCHEDULE

    9.1. Services and account setup will begin only after initial payment is received. If paying by check, BizACT must receive the check by the due date of each new billing cycle. If the check is not received, a notice will be emailed. The client has ten (10) days from the beginning of the new billing cycle or date of notice to get their check to BizACT. If payment is not received, the account will be suspended. If the billing issue is not resolved within twenty (20) days from the beginning of the new billing cycle or date of notice, the account will be closed. Again, if the account is closed and amounts remain severely past due, then account will be sent to a collection agency.

10. ACCOUNT REACTIVATION

10.1. If an account was closed due to client request or billing issues and the client desires to reactivate the account, it might be possible to reactivate an account. The client is required to first pay any outstanding balances. If the client information has been purged from our database, the client is responsible for setup fees. If the cancellation was due to credit card chargeback, BizACT must approve the reactivation of the account. If the client was grossly negligent in payment and wishes to reactivate an account, BizACT may require a deposit. This will be determined on a case-by-case basis. BizACT cannot issue the same IP address as previously and the site may experience DNS caching. The client is responsible for re-uploading their web site files. BizACT is not responsible for any lost files, information, or data. If an account was canceled/closed due to policy violation, BizACT will not reactivate the account.

11. CANCELLATION/CLOSURE

11.1. BizACT reserves the right to terminate service at any time. If an account is terminated for a policy violation, BizACT may choose to (but not required to) refund portions for services not rendered, however monthly fees are not prorated. BizACT reserves the right to delete the policy violating web site content without notice.

11.2. Account or service cancellations by client must be done at least one day prior to prepayment due date. BizACT must receive a formal request to cancel via email to billing@BizACT.com. A client's cancellation request must be clearly indicated by explicitly using such a phrase as "close account", "terminate account", "cancel service(s)", and indicate which service and/or account should be canceled. The client is responsible for removing all web site files and emails from our servers prior to cancellation. If client cancels account or service on or after the prepayment due date, then the full prepayment is to be paid immediately by client. After a cancellation request, BizACT reserves the right to delete all web site files and emails related to the account without notice. All access will be disabled upon cancellation.

12. PRIVACY

12.1. BizACT is dedicated to ensuring our client's right to privacy. Our systems do store personally identifiable information on our clients. This private information is only used for facilitating our services, which may include charging credit cards, contacting our clients in the event of an emergency, or contacting our clients for advanced notification of any events that will affect their account service(s). In no way shall BizACT sell our client's personal information. Upon client's request, personal and credit card, and/or other payment information can be used on other websites, interfaces, third party account(s), and/or payment systems as part of a service we provide.

12.2. Cookies

12.2.1. BizACT does make use of Cookies in our web site properties. The Cookie that BizACT uses does not store any personal information. BizACT does reserve the right to perform statistical analyses of visitor behavior and characteristics in order to measure the interest level and web site usage of the different areas of the site. The purpose of this analysis will be to improve our services, service offerings and to improve our web site.

12.2.2. Third party Cookies can also be used to help our sales and affiliate programs, and promote third party advertisements. We are not responsible for content of ads, but would want to be informed of any problematic or disturbing ads, or ads that you feel should not be shown on our websites. These ads are restricted to our websites and are not related to your website(s) or hosting account(s). Ads might show when you visit any of our websites.

12.3. Recordings

12.3.1. To ensure our personnel are doing things properly, and to protect both the client and our personnel, during services that involve physical presence at a client site, BizACT personnel (sometimes called Tech/Techs or Pro/Pros) may have a recording device (including an App on a phone or other device) that will record at all times while our personnel is working at the site. You allow such recordings and its retention as deemed fit by BizACT. Upon a successful service without issues, the recordings are deleted soon after the service completion. However, if any dispute or illegal activity occurs, then BizACT can retain the recordings indefinitely. BizACT retains all copyrights. If an illegal event occurs, such as vandalism, or theft, or physical harm, but not limited to these things, then BizACT is allowed to disclose such data/recordings as it deems appropriate, and only to be decided by BizACT.

13. INDEMNIFICATION

13.1. Client agrees to defend, indemnify and hold harmless BizACT against any liabilities arising out of defective products sold to customers from BizACT servers, personal injury or property damage caused by products or services sold or distributed from BizACT servers, any material that infringes or allegedly infringes on the rights of a third party available from BizACT servers, and any material that libels or allegedly libels a third party available from BizACT servers.

14. DISCLAIMER

14.1. BizACT's web site properties may contain technical inaccuracies or typographical errors. Changes to BizACT's web site properties may be periodically made. Every good faith effort will be made to keep the web site content accurate and up to date. BizACT reserves the right to make improvements and/or change our web site at any time without notice.

14.2. USE OF BizACT's WEB HOSTING SERVICE IS AT THE CLIENT'S SOLE RISK. BizACT's SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Neither BizACT, its employees, affiliates, third party services, merchant licensors or the like, warrant that BizACT's web hosting service will not be interrupted or error free. BizACT will make every good faith effort to ensure that its web servers are available to as many Internet users as possible and that there is minimal interruption of service as possible

14.3. In no circumstance will BizACT, its partners, its employees, or its affiliates be liable for any claims, any action either direct, indirect, special, incidental, or consequential, or any damages either punitive or alleged to have resulted, including loss of profits, from the use of or inability to use BizACT's service, from service interruptions, from customer errors or problems with their Internet connectivity, from the client's equipment or available technology, from unauthorized access to BizACT servers, from communication failure, from bandwidth congestion or interruptions, from natural disasters, or from acts of God.

15. MODIFICATION OF TERMS AND CHARGES

15.1. BizACT reserves the right to change rates or otherwise modify provisions of this Agreement by notifying client at least thirty (30) days before the effective date of the change, by written or online notice. An online notice includes updates to website posted rates, and website posted copy of this Agreement. Your use of BizACT services after such notice shall constitute customer's acceptance of the modifications to this Agreement.

16. SEVERABILITY

16.1. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

17. NOTICES

17.1. Except as otherwise provided herein, all notices from client shall be in writing and mailed to:

BizACT
1050 Kiely Blv. # 3105, IMS 980
Santa Clara, CA 95055

18. GOVERNING LAW.

18.1. This Agreement shall be governed by and construed under the laws of the state of California, and County of Santa Clara, except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included. Legal and court venue being County of Santa Clara, California, USA.

19. WAIVER.

19.1. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

20. U.S. GOVERNMENT RESTRICTED RIGHTS.

20.1. Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement.

21. Nondisclosure Of Communication and Confidentiality

21.1. Client agrees that all communication from BizACT to client will be treated as confidential and kept confidential, and no portion of BizACT's communication will be disclosed, or distributed, or copied to any other party or entity without the explicit written authorization from BizACT. A fine of at least $500 can be applied per incident for disclosure of communication. This includes posting our communication to third party sites, software, databases, forums, or bulletin boards.

22. Acceptance Of Terms and Policies

22.1. Acceptance of our terms and policies occurs upon replying back with text message of your acceptance, or making a payment, or clicking on a website or app or order form of an interface acceptance button, or checking an acceptance checkbox, or simply by using our website pages.

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