

Thru The Roof Enterprises
(Including Thru The Roof Ministries & Living Historian (dot) Net)
As of June 24, 2009

License Agreement

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the services, which damage the subscriber or any other party.

Pornography and sex-related merchandising are prohibited on all servers. This includes sites that may infer sexual content. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the internet.

Examples of non-acceptable content:

Gambling sites (depending on your state laws)
Pirated software
Hackers programs or archives
Warez Sites
IRC Bots
Illegal Distribution Of Un-Owned Mp3

We will be the sole authority as to what constitutes a violation of this provision.

CGI Scripts

Each account comes with its own CGI-BIN. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal server operation.

IRC

We currently do not allow IRC or IRC bots to be operated on our servers. Java chat programs are acceptable.

Shell Access

We currently do not allow shell access to be operated on our servers.

Commercial Advertising - Email

Our servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs. We consider spam any mass unsolicited message in the mediums of Email. If you are found to have spammed, then we will immediately, without warning, disable your domain. We reserve the right to refuse or cancel service to known spammers. Lastly, we reserve the right to determine what violates this policy.

As such, any violation will result in immediate deactivation of services without refund.

Server Abuse

Any attempts to undermine or cause harm to a server is strictly prohibited.

Refusal of Service

We reserve the right to refuse or cancel service at our sole discretion. If any terms or conditions are failed to be followed it will result in grounds for immediate account deactivation.

Change of Policy

Our Policies may be changed on time to time basis without any prior notification.

30 Day Money Back Guarantee

Each of our hosting accounts carries a 30-day money back guarantee. If you are not completely satisfied with our hosting services within the first 30 days of service, you will be given a full refund of the initial amount billed **excluding any set-up or domain registration fees.**

Bandwidth & Utilization

The Company's "storage" offer is to provide the Company's customers with storage space and bandwidth for active Web pages and cannot be used as a "storage space" for electronic files. An example of sites that fall under "electronic storage" are large archives of images, compressed files, movies, or sound files. All HTML pages MUST be linked to files (HTML, .jpg, .gif, etc.) stored on Company's server and vice versa.

The storage and distribution of MP3 format files via the Company network is prohibited.

99.9% Guarantee

At Thru The Roof Enterprises, we understand the importance of server availability to our customers. We have developed the following levels of service to ensure maximum performance and uptime.

Network Uptime - Thru The Roof Enterprises guarantees that the network will be available 99.9% of the time in a given month, excluding scheduled maintenance. Thru The Roof Enterprises will refund the customer 5% of the monthly fee (*This is the webhosting fee and does not include fees paid for web design & maintenance*) per additional 30 minutes downtime (up to 100% of customer's monthly fee or 1 month free of hosting). Network uptime includes functioning of all network infrastructure including routers, switches and cabling. Network downtime exists when a particular customer is unable to transmit and receive data and Thru The Roof Enterprises records such failure in the Thru The Roof Enterprises trouble ticket system. Network downtime is measured from the time the trouble ticket is opened by a customer to the time the server is once again able to transmit and receive data. (This 99.9% guarantee, and the aforementioned refund it could possibly generate, are applicable on a month-to-month segmented basis only, and not with regard to the whole duration of the agreement or entire balance of same. In other words, in the event that the service is interrupted during any given month, any refund is limited to the portion of the fee or time pertaining to that month solely, without incidence as to the remainder of time or fee regarding the entire agreement at hand).

Hardware Guarantee - Thru The Roof Enterprises guarantees the functioning of all hardware components and will replace any failed component within 2 hours of problem identification. Hardware replacement will begin immediately upon identification of the hardware failure and is guaranteed to be complete within 2 hours of problem identification. In the event that it takes us more than 2 hours to replace faulty hardware, Thru The Roof Enterprises will refund the customer 5% of the monthly fee per additional hour of down time (up to 100% of customer's monthly fee). Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware.

Liability

We are responsible to the present owner of the web hosting space. It is our goal to keep your account up and running 99.9 % of the time. We can NOT and no web hosting company can guarantee 100% to always be operational. Even the best backup system, and the top quality servers, which we know that we have, can be without the possibility of malfunction and down time in internet service. If any links in our internet server loses access with the world wide web we will do our best to reestablish it as soon as possible. We are NOT responsible for any loss of sales if the server is down for any period of time.

We do our best to verify ownership of WEB HOSTING accounts by credit card number (if paid for by credit card), name, address, username, & password. If you give this information to any other party, you risk having your web site and any other information on your account changed and/or deleted. Never give your user name or password to anyone other than authorized employees or representatives of Thru The Roof Enterprises. We are not responsible for any information on your account should you reveal this information.