

ChiroLoop Website Solutions Terms and Conditions

You must agree to the following terms and conditions to purchase from ChiroLoop. By placing your order you indicate acceptance of these terms.

General Terms

Allowed content

ChiroLoop does not allow storage and/or display of the following material on its sites. This includes uploading to web sites, or transmitting by any material (by e-mail, uploading, posting or otherwise).

- **Adult Sites:** We prohibit any adult (pornographic) web-sites, including pedophile sites, sites linking to pornographic sites (outside links) and pornographic advertisements on your own site.
- **Illegal use:** ChiroLoop services may not be used for illegal purposes, or in support of illegal activities.
- **Copyright or trademark infringement:** Use of the ChiroLoop service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Distribution of Viruses, Spyware, and Malware:** Distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Distribution of software that monitors computer or computer user activity without the computer user's knowledge and consent is prohibited.

Spamming

Spamming (sending unsolicited commercial or bulk emails) using ChiroLoop provided email accounts is strictly not allowed.

Accounts

You may not use your site to publish material which ChiroLoop determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

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

- keeping all passwords to ChiroLoop systems secure. You must not reveal your passwords to third parties.

The following constitute violations of ChiroLoop terms and conditions:

- **Illegal use:** ChiroLoop services may not be used for illegal purposes, or in support of illegal activities. ChiroLoop reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
- **Harm to minors:** Use of the ChiroLoop service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
- **Threats:** Use of the ChiroLoop service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Use of the ChiroLoop service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
- **Fraudulent activity:** Use of the ChiroLoop service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," "hyip schemes," and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- **Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM):** Use of the ChiroLoop service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending ChiroLoop account.
- **Downloading of ChiroLoop files:** ChiroLoop sites use files such as images and plugins for which we pay licensing fees. Downloading ChiroLoop files for use on other sites is prohibited.
- **Unauthorized access:** Use of the ChiroLoop service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ChiroLoop's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending account is subject to immediate termination.

Maintenance

We might have, from time to time, to perform maintenance, upgrades or replacements to our sites. We reserve the right to suspend access to such sites during the required time to do the maintenance or upgrades. In this event, the users will be sent an e- mail before the due date and time for maintenance.

Responsibility

ChiroLoop will not be responsible for any damages your business may suffer. ChiroLoop makes no warranties of any kind, expressed or implied for services we provide. ChiroLoop disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data

resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by ChiroLoop, its employees, suppliers, customers or any third party.

Backups

You are solely responsible for maintaining adequate backups of your content.

We provide a backup service for your site, however, we do not accept responsibility for any failure of our backup mechanism.

Technical Support

ChiroLoop provides technical support to our customers via a support ticket system. ChiroLoop provides support related to your website physical functioning. ChiroLoop does not offer technical support for application specific issues such as PHP or cgi programming, html, script installation or any other such issue.

Modification

We may modify any of these terms and conditions contained, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. If any modification is unacceptable to you, your only recourse is to terminate your account(s).

Chargeback and Payment Disputes

All payment disputes must be raised via the support ticket system.

If you dispute a payment through your credit card company, through PayPal or another financial institution we may immediately suspend or terminate all services you have purchased from us. We may levy a charge of \$25.00 per dispute instance, payable before we restore your services. If we are charged a chargeback settlement fee, or other fee related to the payment dispute, we may pass this fee onto you.

Termination and Suspension

You may terminate your hosting at any time from within the client area.

We may suspend any or all of your services where we have reason to suspect a violation of our terms and conditions whilst we investigate the suspected violation.

Violations

If you violate our terms and conditions we may terminate or suspend (temporarily or indefinitely) any services you have with us, and close your account. In this case no refund will be given for any payments that have been, or are made by you to us.

Cancellation

ChiroLoop will accept a request to cancel an account and make no more client charges to a customer who requests cancellation. Domain name registrations cannot be cancelled and are not refundable. You own your domain, and it is yours to keep.

Although we do not require long-term contracts, we do require 30 days notice prior to cancellation. It is our policy not to charge any account that has requested cancellation even if your next payment is within 30 days, however, we do not issue prorated refunds either.

In other words, if you cancel your account 1 week prior to your next charge, we will not charge you, but we will also not issue a prorated refund for the remainder of the current month.

Cancellation when bonuses or additional products/services are involved:

If we, or someone we partner with, offer a product or service that is bundled with the ChiroLoop service and requires a time commitment, cancellation prior to the end of the commitment will not result in a refund. For example, if you sign up for 6 months of service that requires you pay for 6 months up front, and includes an offer from a coach or marketing company to help you with your content, your account will switch to a month-to-month account at the end of that 6 months. If you cancel prior to the end of the 6 months you have already paid for, you will not receive a prorated refund.