

Terms of Service

All services provided by Fozzy may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any USA or EU 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 harmless Fozzy from any claims resulting from the use of the service which damages the subscriber or any other party.

Fozzy will be the sole arbiter as to what constitutes a violation of this provision, and reserves the right to deactivate and remove any site at any time for any reason.

1. Copyright violations

We will act in accordance with the DMCA when handling infringement reports.

2. System Resource Usage

We are trying to do our best to separate users' activity on one server from each other. But still, if Fozzy's system administration team determines that an account is utilizing an unacceptable amount of system resources, Fozzy may temporarily deactivate the account in question. Unacceptable amount means that such account affects on work of other accounts, making it slower, less stable or less secure.

If Fozzy's staff deems necessary, an eviction notice may be sent to the customer of an offending account providing them with seven (7) days in which to either upgrade to an other hosting solution as recommended by Fozzy staff or locate a new provider. This only occurs in extreme cases; we will do all we can to assist customers prior to this scenario.

Fozzy will be the sole arbiter as to what constitutes a violation of this provision. Because of the nature of this provision, each account will be considered and analyzed individually.

3. Backups

Fozzy performs nightly backups of all servers; however Fozzy does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly (even if the malfunction was due to negligence on Fozzy's part). We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty. Always back your site up to your personal computer! We make no guarantees about the availability of backups.

4. SPAM

Spaming, or the sending of unsolicited email, from any of Fozzy server or using a return email address that is maintained on a Fozzy server is strictly prohibited. Using SPAM to advertise a site hosted on Fozzy 's network also constitutes a violation of this provision. Fozzy will be the sole arbiter as to what constitutes a violation of this provision. Sites found to be in violation of our Fozzy policies will be immediately deactivated.

5. Cancellation

To cancel an account, submit your cancellation request to support@fozzy.com To expedite your request, be sure to include the following information: detailed list of services to be canceled, confirmation, that you have downloaded a backup of all necessary files.

6. Refunds

Please review our refund policy available at Refund section at www.fozzy.com website.

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