

WebHostingM's Universal Terms of Service

Overview

The Terms of Service document outlines the agreement between WebHostingM and its users, covering a wide range of topics including service descriptions, account registration, privacy, security, user rights, content rules, fees, and more. It applies to all WebHostingM services, including website hosting, creation, data storage, and e-commerce tools, accessible via the WebHostingM website and associated domains. This PDF version is available with key points highlighted. The online version is located at [Terms of Service](#)

Acceptance of Terms

- By using WebHostingM's services, users agree to comply with the:
 - [Terms of Service](#)
 - [Privacy Policy](#)
 - [Domain Name Agreement](#)
 - [Bug Bounty Program Policy](#)
 - [Reseller Agreement](#)
 - [Technical Support Agreement](#)
 - [Abuse Policy](#)
 - [WHOIS Privacy](#)
 - [Acceptable Use Policy](#)
 - [Refund Policy](#)
 - [Service Level Agreement](#)
 - [Support Levels & Tiers](#),
 - and other legal notices posted on the site.
- These terms also apply to organizations and trial users. If users do not agree, they should not use the services.

Service and Branding

- WebHostingM, also known as **HostingMagic**, **Web Hosting Magic**, **Hosting Magic**, or **2cPanel**, operates its service through the website www.webhostingm.com.

Contracting Entity and User Eligibility

- The contracting entity is determined by the user's Country of Residence, based on the user's account information or WebHostingM's assessment.
- Users must be legally capable of entering into contracts, typically the age of majority in their country of residence.
- Minors can use the service only under parental supervision and consent or through a special student account created by a teacher with parental consent.

2. Description of Service

- WebHostingM provides a web-based service allowing users to create and update websites once they register for an account. Each account holder gets a web hosting account for their website. The service may be expanded with new tools and resources, which will also fall under these terms.
- Users must have Internet access and the necessary equipment, like a web-enabled computer, to use the service. The service includes communications like service announcements and the WebHostingM Newsletter, which are part of the membership. Access to the service should only be through interfaces provided by WebHostingM.

3. Account Registration

- To register, users must provide valid email and personal information. Users will select a password and account designation during registration and receive a WebHostingM ID.
- Users are responsible for keeping their account and password confidential and for all activities under their account. They must provide accurate and current registration data. Failure to do so, or providing false information, may lead to account suspension or termination.
- Individuals under 13 are prohibited from creating accounts, except through special student accounts created by teachers with parental consent.

4. Hosting Service Privacy Policy

- The Privacy Policy, part of these Terms, details how WebHostingM collects, protects, and uses users' Registration Data and other information. Users are encouraged to read and understand this policy to make informed decisions.

5. Website Account and Security

- Users are responsible for the security of their account and website, including all activities and actions under their account. They must immediately notify WebHostingM of any unauthorized use or security breaches.
- WebHostingM is not liable for any loss or damage resulting from users' failure to secure their account, nor for any acts or omissions by the user or any third party that result in damages.

6. Proprietary Rights

- WebHostingM owns all rights to its Site and Service, including software, content, and trademarks. Use of these elements is protected by intellectual property laws and requires WebHostingM's prior written permission or as specified in the terms.
- Users must comply with laws and conditions when using materials provided by WebHostingM. Unauthorized use, reproduction, or distribution of these materials is prohibited.
- "Materials" include software, text, designs, images, and other content provided by WebHostingM.
- Users are permitted to use Materials only as necessary to access and use the Service, and not for other purposes like storage, modification, or commercial exploitation, unless expressly allowed.
- Trademarks and logos are owned by WebHostingM or respective owners, and usage requires explicit permission.
- Restrictions apply to the use of resources provided through the Service, including limitations on modification, resale, and use in certain contexts.

7. Your Rights in Your Content

- While users retain ownership of their content, they grant WebHostingM a worldwide permission to host and use their content as part of the Service.
- This permission includes a non-exclusive, royalty-free, transferable, and sub-licensable right for WebHostingM to use, modify, and distribute the user's content.
- WebHostingM does not want to receive confidential or proprietary information through the Service or email. Any such information sent may be used by WebHostingM without compensation or liability unless a separate agreement is made.
- Personal information is protected under the Privacy Policy and is exempt from this provision.

8. Content and Conduct Rules and Obligations

- Users are solely responsible for their Content (data, text, images, videos, etc.) posted via WebHostingM's Service. WebHostingM owns all Platform Data derived from the use of its eCommerce platform.
- Users may encounter offensive or objectionable content, and WebHostingM is not liable for any user or third-party content errors, omissions, or damages incurred as a result.
- WebHostingM may monitor content but is not obligated to pre-screen. It reserves the right to remove content violating these Terms or deemed objectionable.
- The Service's technical processing may require transmission over various networks and adaptation to technical requirements.
- Users must not upload or make available content that is unlawful, harmful, invasive of privacy, abusive, defamatory, obscene, or otherwise objectionable.
- Content must not violate any legal or contractual rights, such as intellectual property or privacy rights.
- Spam, malicious software, and content promoting dubious schemes or cryptocurrency mining are prohibited.
- Users must not harm minors, bully, harass, impersonate, or engage in fraudulent activities.
- Any Content disrupting the Service or violating any laws is prohibited.
- Instructional content on illegal activities, manipulating online mechanisms, phishing, or causing harm is forbidden.
- Users should not exceed their Service scope, create disruptive websites, or engage in actions harmful to WebHostingM's reputation.
- WebHostingM reserves the right to terminate accounts of users who violate these rules.

9. Selling Through Our Hosting Service

- WebHostingM provides a platform for users to sell or purchase goods and services, but it's not directly involved in transactions.
- Sellers must be at least 18 or the age of majority in their country and provide necessary personal information.
- WebHostingM may request documentation to verify account ownership.
- Payments for goods are processed through third-party providers, whose terms and privacy policies apply.
- Sellers must not offer illegal, harmful, or infringing items, or those that are inappropriate, offensive, or considered illegal weapons.
- Sellers cannot use images or names of third parties without permission.

10. Fees/Payment

- Users can choose various contract lengths with WebHostingM, with certain features requiring fees.
- Prices are subject to change, and WebHostingM can bundle services for pricing.
- Fees are payable in various currencies and don't include taxes.
- Users are responsible for determining, collecting, reporting, and remitting taxes.
- WebHostingM or third-party providers will store payment card information for billing.
- Contracts auto-renew at the end of the term, and users must explicitly cancel to avoid renewal.
- Cancellation can be requested through the [customer dashboard](#) or support team.

11. Data Backups

- WebHostingM offers options for customers to back up their data.
- Customers are responsible for their data backup; WebHostingM is not liable for lost or unrecoverable data due to the customer's failure to back up.
- Accounts that are suspended will not be backed up and may lead to data loss upon account termination.

12. Fair Use Policy

- WebHostingM provides free ingress bandwidth; outbound bandwidth is paid but may be free to a certain limit in some hosting tiers.
- A Fair Usage Policy ensures equitable resource sharing; exceeding 125% of the hosting package's total cost in bandwidth usage violates this policy.
- Resource adjustments are made automatically if usage is excessive and are lifted once usage returns to normal or at the end of the month.
- Additional bandwidth can be purchased at \$0.65 per gigabyte.

13. Cancellation & Service Changes

- Service cancellation is effective immediately or at the end of the subscription period, leading to loss of website access and data deletion, for which WebHostingM is not liable.
- WebHostingM may modify, suspend, or discontinue the Service, or change prices at its discretion. Changes are effective upon posting or email notification.
- Content may be removed if it violates the Terms, and WebHostingM is not obligated to store or provide a copy of such content.
- Excessive use of customer support may lead to limited support availability.
- No refunds are issued for domain name purchases or third-party add-ons.
- Migrated accounts are charged at \$40.00 per hour but are free for new customers after 45 days. Cancellation before 45 days incurs migration charges.

14. Money Back Guarantee & Refund

- Most hosting accounts offer a 30-day money-back guarantee, excluding the "Spark Lite" packages.
- Refunds, minus a 2.9% transaction fee, are available if accounts are canceled within 30 days of activation or renewal.
- Stripe and PayPal transactions will have fees deducted based on their respective rates.
- No refunds are offered for payments made via cryptocurrencies.
- No refunds for domain name purchases or third-party add-ons.
- Migration services are chargeable if a subscription is canceled before 45 days.

- Refund policy details are at WebHostingM's [refund policy page](#), and requests should be directed to Billing and Payments Support.

15. Upgrades & Downgrades

- Service upgrades or downgrades are possible at any time during the contract term.
- Downgrading results in a prorated credit applied to future services, not refundable in cash.
- Downgrading may lead to loss of content, features, or account capacity, for which WebHostingM is not liable.

16. Third-Party Services, Software, and Websites; No Implied Endorsement

- WebHostingM is not liable for losses or damages from the use of third-party services, products, or websites.
- No endorsement or responsibility is assumed for third-party materials.
- Users must comply with relevant laws and third-party terms.
- Use of third-party materials like payment services (Authorize.net, PayPal, etc.) is subject to their terms and at the user's risk.
- WebHostingM does not transfer rights or interests in third-party materials beyond the third-party provider's terms.

16b. Third-Party Payment Processors

- WebHostingM uses third-party processors like Stripe, Wise, PayPal, and others for payment processing.
- These processors' use of personal information is governed by their privacy policies.
- Payments via Apple Pay and Android Pay are available with Stripe and require adherence to their respective use guidelines.
- Users agree to the terms of the payment processor used (e.g., Stripe or PayPal's User Agreement Terms).

17. Website Themes

- Users contributing website themes to WebHostingM grant an exclusive, perpetual, worldwide license to WebHostingM to use, modify, and create derivative works from these themes.

18. Designed Websites Terms

- Users designing websites for third parties using WebHostingM's online software are subject to additional terms set by the software (e.g., **SiteJet**, **Weebly**, **SitePad**, etc).

19. Resale of Service

- WebHostingM allows reselling of services by web designers and agencies.
- Resellers must ensure their clients comply with WebHostingM's Agreement and are responsible for billing and technical support.
- Shared accounts cannot be used for reselling; a reseller account is required.
- WebHostingM is not responsible for acts or omissions of resellers.

20. Domain Name Registration, Cancellation, and Change of Registrar

- WebHostingM acts as a registrar of record for domain name registration and renewal. The registrar of record is responsible for maintaining your domain name registration and interacting with the relevant domain name registry on your behalf. They handle tasks like renewals, transfers, and updates to your contact information. Don't confuse the registrar with the registry. The registry is the organization that manages a specific top-level domain (TLD) like ".com" or ".org". They set the rules and fees for registering domains under that TLD, while registrars act as resellers, offering registration services to the public.
- One free domain name is provided with certain subscription plans.
- Users are responsible for providing accurate domain holder information.
- Domain registrations auto-renew, and users are charged 45 days before expiry.
- Domain name transfer to another provider is allowed, but registration fees are non-refundable.
- Users are responsible for maintaining accurate billing information for domain services.
- Domain names may be locked, suspended, or transferred in legal challenges.
- WebHostingM may use expired domains as it deems fit.

21. Email Service

- Usage of WebHostingM's Email Service indicates consent to its terms.
- Users must comply with applicable domestic and international laws, including laws on spam, privacy, and intellectual property.
- Users are responsible for the content of their emails and must adhere to industry best practices.
- Prohibited uses of the Email Service include sending spam, using it for illegal purposes, or distributing unethical, false, or misleading content.
- All emails must include a working "unsubscribe" link and comply with laws like the U.S. CAN-SPAM Act.
- WebHostingM uses third-party APIs like SendGrid and MailChannels for the Email Service, subject to their terms and policies. Users grant WebHostingM a license to deliver emails using these services.
- Customer Information provided for the Email Service will not be sold or rented and is used only as described in WebHostingM's Privacy Policy.
- Users are responsible for the accuracy and legality of their Customer Information and email content.
- When required by a court of law or obligated to do so, WebHostingM may preserve copies of Customer Information for legal and regulatory purposes.
- WebHostingM reserves the right to limit the availability of Email Service.

Rate Limiting and Other Necessary Limitations

- WebHostingM may limit the volume of emails sent or received through the Email Service to control abuse.
- The company can queue, reject, or temporarily deny requests to send emails without disclosing specific reasons for these actions.
- Users are advised to have alternative email-sending services as a backup.
- The Agreement doesn't restrict obtaining additional email processing services from other providers or sending emails from servers outside WebHostingM's platform.

22. Third-Party Subprocessors

- WebHostingM may use third-party entities for certain activities related to the Services, which include:

- **Data Center Operations:** Managing the data center and equipment, without needing access to Customer Data.
- **Service Maintenance:** Performing software and systems engineering, where limited access to Customer Data might be necessary for technical issue remediation.
- **Technical Support:** Addressing customer-initiated requests, possibly requiring limited access to Customer Data.

23. Beta Service Terms and Conditions

- This section pertains to the use of Beta Services and Beta Regions, which are features, technologies, and services not yet generally available and labeled as "beta", "preview", "pre-release", or "experimental".
- Users must adhere to specific terms related to Beta Services or Beta Regions as outlined by WebHostingM.
- WebHostingM may modify these terms, including usage limits, at any time, and Service Level Agreements do not apply to Beta Services or Beta Regions.
- Users may provide feedback or Test Observations, which will be owned by WebHostingM and can be used for its purposes. Users can only use Test Observations for internal evaluation.
- WebHostingM reserves the right to suspend or terminate access to Beta Services or Beta Regions at any time. Access and usage automatically end upon the general release of the Beta Service or Region or upon termination notice.
- Information regarding Beta Services or Regions, including Test Observations and suggestions, is considered confidential.
- Beta Services and Regions are provided "as is" and may contain bugs, errors, or harmful components. WebHostingM disclaims all warranties regarding these services.
- Liability for Beta Services and Regions is limited to 10% of the monthly fees paid by the user for the services related to the claim in the preceding 12 months.

24. Indemnity

- Users agree to indemnify, defend, and hold harmless WebHostingM and its related parties from any liabilities, losses, claims, damages, expenses, and costs (including attorney's fees) related to:
 - The user's use (or use by anyone using the user's account) of WebHostingM's Service, Site, or Materials.
 - The user's Content.
 - Any Commercial Products offered by the user through WebHostingM's Site or Services.
 - The user's use of Domain Services.
- This indemnification includes breaches or violations of the Terms by the user or anyone using their account.
- Users must cooperate fully, at their own expense, with the Indemnified Parties in such matters.
- WebHostingM, as an Indemnified Party, may choose to assume defense and control of any matter for which it is indemnified.
- Users cannot settle any matter involving an Indemnified Party without that party's consent.

25. Disclaimer of Warranties

- The Service is provided "as is" and "as available", with no warranties of any kind, either expressed or implied.

- WebHostingM is not liable for any harm or damages related to delays, data loss, or unauthorized access.
- Users are responsible for backing up their data and information.
- The Service does not guarantee uninterrupted, secure, error-free operation, or that it will meet specific requirements.
- Third-party websites hosted by WebHostingM are not endorsed by or under WebHostingM's control.
- The Service and emails from WebHostingM or third-party providers are not guaranteed to be free from viruses or harmful components.
- Services, materials, or the site may not be suitable for use in all locations.

26. Limitation of Liability

- WebHostingM is not liable for direct, indirect, incidental, punitive, special, consequential, or exemplary damages arising from the Service.
- This includes damages from the inability to use the Service, data loss, unauthorized access to data, third-party conduct, or any other service-related issues.
- The sole remedy for issues with the Site, Service, or Materials is to cease using them.
- WebHostingM is not liable for any use of the Site, Service, Materials, user content, or third-party content.

27. Exclusions and Limitations

- Certain jurisdictions do not allow the exclusion of warranties or limitation of liability for incidental or consequential damages. Therefore, some limitations in Sections 25 and 26 may not apply.

28. U.S. Government Restricted Rights

- The materials on the Service are provided with "RESTRICTED RIGHTS."
- Use, duplication, or disclosure by the U.S. Government is subject to specific restrictions as per laws and regulations.
- The U.S. Government's use of the materials constitutes acknowledgment of WebHostingM's proprietary rights.

29. Agreement to Arbitrate; Class Waiver

- Before filing a claim against WebHostingM, users should contact the company for informal dispute resolution.
- Disputes unresolved within 30 days may enter formal resolution.
- Users must resolve disputes individually and not as part of any class or collective action.
- Any unresolved claim will be resolved by binding individual arbitration administered by the American Arbitration Association (ADR.ORG).
- Arbitrator determines threshold arbitrability issues and enforceability of the Terms.
- Small-claims court is an option for individual claims, subject to jurisdictional requirements.
- Arbitration hearings for personal transactions will occur in the user's county; others will be in WebHostingM's location or a mutually agreed location.
- Arbitrator's award is binding and can be entered as a judgment in any competent court.
- Arbitrator's decisions do not have precedential or collateral estoppel effects in other cases.
- WebHostingM reimburses arbitration fees for claims under \$1,000 unless deemed frivolous.

- Parties may recover attorney's fees as determined by the arbitrator.
- Arbitration covers subsidiaries, affiliates, agents, employees, successors, and assigns of both parties.
- Judicial proceedings, other than small claims or arbitration, are to be brought in WebHostingM's jurisdiction.
- Lawsuits for injunctive relief or intellectual property enforcement can bypass arbitration.
- Judicial proceedings in the event of arbitration inapplicability will occur in WebHostingM's location.
- Claims or causes of action must be filed within one month of occurrence.

30. Notice to Users in California

- WebHostingM encourages California users to contact them for addressing concerns.
- California users have specific consumer rights under California Civil Code Section 1789.3.
- The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs is available for contact.

31. General

- WebHostingM may provide notices via email or regular mail.
- Notices of changes to Terms or other matters are displayed on the Service.
- Applicable laws based on the user's Country of Residence:
 - Australia: Laws of Victoria.
 - Japan: Laws of Japan.
 - United Kingdom, Ireland, other than U.S., Canada, Japan, Australia: Laws of England and Wales.
 - United States or Canada: Laws of the state where WebHostingM parent entity is incorporated.
- These Terms supersede any prior agreements and govern Service use.
- Failure to exercise or enforce any right or provision of these Terms does not constitute a waiver.
- Users may be subject to additional terms and conditions for affiliate services or third-party content.
- Any invalid provision in these Terms will be modified to reflect the parties' intentions, and other provisions remain effective.
- Any claim or cause of action must be filed within one year of occurrence.

32. Trade Compliance

- WebHostingM complies with U.S. export restrictions.
- Prohibits use of products/services by individuals or organizations in embargoed jurisdictions or on sanction lists (U.N. Security Council, U.S. Government, E.U., etc.).
- Relevant resources for understanding U.S. export control laws:
 - Export.gov summary of U.S. export control laws.
 - Bureau of Industry and Security webinar series on compliance.
 - UC Davis summary of U.S. export control laws.
 - Office of Foreign Assets Control list of sanctions programs.
- Resellers are responsible for compliance in how they offer WebHostingM services.
- Resellers must not be subject to sanctions or designated on prohibited/restricted lists.

33. Termination Rights

- WebHostingM can terminate your access to the Services for violations of its [Acceptable Use Policy](#) or misuse.

- Termination can be with or without notice and is effective immediately.
- Misuse includes excessive use of network capacity, CPU cycles, or disk IO.

34. Consequences of Termination

- Termination may lead to the loss of information associated with your account.
- WebHostingM might provide notice prior to termination unless it contradicts the Terms.
- All fees paid are non-refundable.
- Any fees owed before termination become immediately payable, including collection costs.

35. Post-Termination

- All rights granted to you under the Agreement cease immediately upon termination.
- You must stop using the Services immediately.
- Termination of your account can be initiated as instructed on the Website or through the Services.

36. Survival of Provisions

- Certain provisions of the Terms survive after termination:
 - Licenses of User Content.
 - Ownership provisions.
 - Warranty disclaimers.
 - Indemnity.
 - Limitations of liability.

37. Reporting Violations

- To report violations of these Terms, visit the WebHostingM [Abuse Policy page](#).

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