

****RUBBERDUCK.BE Terms of Service and Acceptable Use Policy****

RUBBERDUCK.BE (also known as rubberduck, rubberduck.be, RUBBERDUCK.BE, therubberduckcompany, wearerubberduck, www.wearerubberduck.be, www.therubberduckcompany.be and www.rubberduck.be ("The Company") assumes all Clients/Customers (the person purchasing and/or using the services provided by RUBBERDUCK.BE and all its affiliates) have read the Terms of Service and Acceptable Use Policy before signing up (purchasing) any services, plans, products, agreements or items that RUBBERDUCK.BE offers.

****1. General Notes****

1.1 By signing up for, holding an account with or using any account/service/product or agreement provided by RUBBERDUCK.BE the Client agrees to abide by and be bound by all points in these Terms of Service and Acceptable Use Policy as detailed below.

1.2 RUBBERDUCK.BE reserves the right to change any point of these Terms of Service and Acceptable Use Policy at any time, reasonable attempts will be made to inform any current Client of changes (through our Forums).

1.3 Failure to comply with any point/section or part of these Terms of Service and Acceptable Use Policy will result in appropriate action, as seen fit by RUBBERDUCK.BE and at the sole discretion of RUBBERDUCK.BE.

1.4 RUBBERDUCK.BE, RUBBERDUCK.BE staff, employees, associates, representatives and/or affiliates cannot be held responsible in any way for any damages incurred by any person or group in result of an action taken by either RUBBERDUCK.BE (this covers Staff, employees, members, associates, representatives and affiliates) and/or a RUBBERDUCK.BE Client or Illegal User (hacker, illegally obtained account). Also any damages, losses, fees, liabilities, expenses incurred by any person or group due to the use (or misuse) of any part of any service, agreement or product offered by RUBBERDUCK.BE or one of its affiliates will in no way be the responsibility/concern of RUBBERDUCK.BE or any member of its staff (including but not limited to employees, members, associates, representatives and affiliates).

****2. Accounts and Domains****

2.1 By signing up for, holding an account with or using any account/service/product or agreement provided by RUBBERDUCK.BE the Client agrees to indemnify RUBBERDUCK.BE and all its affiliates, representatives, staff, members and associates from any costs (be they legal, emotional, monetary or other) that arise from the participation of a Client in any RUBBERDUCK.BE service, product or agreement.

2.2 RUBBERDUCK.BE reserves the right to refuse any service offered to any Client and/or website at their sole discretion.

2.3 Domain names registered to clients/companies by us, free of charge to said client/company remain the property of RUBBERDUCK.BE for 6 calendar months from initial registration. After this time the domain becomes the legal property of the client/company it was registered on behalf of as long as the client/company still holds a valid contract with us. If the client/company wishes to transfer a domain before the 6 months has passed a charge of 25€ will be levied per domain. The free domain offer only applies to the first year of registration, after this period the client will be charged our usual rates to keep the domain registered. The free domain offer applies only to the domain name entered on our order form (i.e. the main, or 'root', domain of your account) at signup. This offer excludes .be domains.

2.4 The Client must use their account/service/package/agreement/product purchased from RUBBERDUCK.BE (or an affiliate) lawfully. They must not host or promote any illegal material/activity, including but not limited to, "warez", viruses, worms, trojans, unlicensed software (available to the public) or promote copyright infringement or any other illegal activity. Legal adult material is allowed to be hosted on RUBBERDUCK.BE servers. Any activity that breaks this section (paragraph) of the Terms of Service and Acceptable Use Policy will result in immediate account termination (including the deletion of all Client files stored on RUBBERDUCK.BE servers) without warning.

2.5 This agreement applies for the length of time the Client has a fully paid for account/product with RUBBERDUCK.BE or one of its affiliates. This length is a minimum of one calendar year from account creation for Annual Contracts and one calendar month from account creation for Monthly Contracts, these lengths are non-negotiable. Account creation occurs when there is a successful transfer of all monies

owed to RUBBERDUCK.BE from a Client/Customer for a product/service and thus an account is created by RUBBERDUCK.BE for the Client. An account is therefore defined as "created" when RUBBERDUCK.BE sends the client a "Welcome" E-mail with all details of their account (such as CPanel login details). n.b. not when a client receives said E-mail.

****3. Refunds and Cancellations****

3.1 If RUBBERDUCK.BE, for whatever reason they see fit, suspend and/or terminate an account/service/product or agreement with a Client this does not entitle said Client to any sort of reimbursement (including but not limited to monies and credits) from RUBBERDUCK.BE and/or any affiliates.

3.2 If a client wishes to cancel/terminate their account with RUBBERDUCK.BE they may do so by contacting RUBBERDUCK.BE via one of the E-mail addresses listed in the "Contact Us" section of www.rubberduck.be. If a client cancels their payment subscription this will be dealt with in the same manner as a formal cancellation request and the clients account will be immediately suspended pending termination. If we receive a request for cancellation within 14 days of the clients account being created, the client is entitled to a full refund of all monies paid to RUBBERDUCK.BE under our "14 Day Risk Free Money Back Guarantee" with these exceptions: 1) The client has used 50% or more of their allotted bandwidth. 2) The client has purchased/transferred a domain, domain names are non-refundable. 3) The client has a dedicated server through us. Dedicated servers are exempt from our 14 day money back guarantee. 4) The client breaks any part of our Terms of Service and Acceptable Use Policy.

3.3 Any monies refunded will be issued via the same method as originally used by the customer to purchase the product/service from us.

3.4 Dedicated server clients must submit their cancellation request 45 days before their next due payment for the request to be processed in their current billing cycle, otherwise the process will be processed in the next billing cycle.

3.5 Shared server clients must submit their cancellation request 30 days before their next due payment for the request to be processed in their current billing cycle, otherwise the process will be processed in the next billing cycle.

3.6 Submission of cancellation in 3.4 and 3.5 has to be done with a postmail with a read receipt. All other possible ways will not be accept as legal.

3.7 If a client does not submit a cancel request (that meets the contract terms, either monthly or yearly) and monies are not transferred when due (according to subscribed and advertised billing cycle) then the Clients account will be immediately suspended. The client will then be given 72 hours from initial suspension to pay the debt otherwise their account will be terminated. If this occurs more than twice within any time period for a Client then upon the third offence a charge of 25€ will be levied. Failure to pay this charge (and any other outstanding debt) within 24 hours will result in permanent account termination (including immediate deletion of all files relating to the Client contained on our servers).

3.8 Misconduct towards or against and RUBBERDUCK.BE staff, employee, member, Client, or affiliate will result in account suspension/termination.

3.9 Misconduct includes, but is not limited to, written, physical or verbal abuse, harassment, threats and disruptive behaviour towards any person, Client, staff member, member, associate, employee or affiliate of RUBBERDUCK.BE.

****4. Misuse****

4.1 Any attempt to damage or unlawfully access any RUBBERDUCK.BE owned, rented, leased or in any way utilized servers/equipment and/or network is strictly prohibited.

4.2 Any attempt to access a Client/Customer account other than your own (legally owned and fully paid for) account will result in immediate appropriate legal action.

4.3 Sending unsolicited E-mail (a.k.a. SPAM) from a RUBBERDUCK.BE account will result in immediate termination of your account and may result in appropriate legal action. RUBBERDUCK.BE is free to judge each case on merit and thus reserves the right to do so, therefore no solid definition of unsolicited E-mail (a.k.a SPAM) shall be given.

4.4 ****SPAM POLICY ON DEDICATED UNMONITORED SERVERS**** You may not promote your business through unsolicited emailing (i.e. SPAMMING) or any other method of mass communication. Failure to comply will result in immediate termination of your membership with RUBBERDUCK.BE, and may result in legal prosecution. RUBBERDUCK.BE strictly enforces anti-Spamming laws. Spamming is a federal crime. We respect the privacy policies but any member caught Spamming will not only have their account terminated immediately and lose any past, present and future earnings and data, but shall also be held liable for spamming as we shall cooperate with any authorities and investigations that may arise from the spamming incident. RUBBERDUCK.BE may fine your account UP TO 60€ PER IP ADDRESS that is reported to us in order to release the IP address.

4.5 A temporary URL is given to each Client upon account creation, any attempt to use this URL (either by the Client or a third party) 72 hours after account creation will be considered bandwidth stealing and is in breach of these Terms of Service and Acceptable Use Policy. RUBBERDUCK.BE reserve the right to take any action they see fit to prevent this including, but not limited to, account suspension/termination.

4.6 Each account a Client holds (legally) is allowed to use reasonable levels of server resources (including, but not limited to, CPU and RAM usage). If, for any reason, a Clients account utilizes what RUBBERDUCK.BE considers to higher levels of server resources then RUBBERDUCK.BE reserve the right to suspend and/or terminate accounts without prior warning.

4.7 IRC servers are explicitly disallowed on all services/packages that NetHosted offers.

****5. Miscellaneous and Footnotes****

5.1 Based on past performance figures RUBBERDUCK.BE can claim a server uptime average of 99.9% each calendar year, this however is not in any way guaranteed or assured.

5.2 RUBBERDUCK.BE provides all services, products, and items "as is" thus they come with no guarantees and/or warranties of any kind.

5.3 At no point does the client own any copy of "WHMAutoPilot" that RUBBERDUCK.BE supplies as part of any promotion. The software is leased to client and is only provided to the client for the duration the client has an account with RUBBERDUCK.BE. It remains the property of RUBBERDUCK.BE at all times.

5.4 RUBBERDUCK.BE need only satisfy itself that a client has broken any part of these Terms of Service and Acceptable Use Policy in order to take an appropriate action. It is at the sole discretion of RUBBERDUCK.BE and all staff, employees, associate, and affiliates.

5.5 As stated before by signing up for any service, plan, product, item, or agreement with RUBBERDUCK.BE you agree to all points in these Terms of Service and Acceptable Use Policy. Furthermore, as stated before, by signing up you agree to be bound by all parts of these Terms of Service and Acceptable Use Policy.

5.6 These Terms of Service and Acceptable Use Policy are legally binding.

****6. Payment Terms and Service Suspension****

6.1 In the event that payment for services rendered is not received within 14 days of the invoice date, the client's account will be considered overdue.

6.2 If payment is not received within an additional 30 days (44 days total), all services associated with the overdue account will be suspended until full payment of all outstanding invoices is made.

6.3 Additionally, upon reinstatement of services following suspension, a fee of 50 euros will be charged for each service setup to cover administrative costs and account reactivation.

© RUBBERDUCK.BE 2002-2024

Kleine Steenweg 188 2221 Booischoot BELGIUM

VAT/BTW REGISTERED BE0828.647.244 RUBBERDUCK.BE evba

Tel: +32(0)495/48.39.48 (also to be used for sales/support enquires).