Terms of Service

Legal Agreements · https://karthost.com/docs/karthost-terms-of-service/

All references to “Company” refer to KartHost and KARTHOST.com AND you (hereinafter referred to as “Customer”). All payments made to KartHost will be handled by Company and will show up on credit card and bank statements as such.

IMPORTANT NOTICE: *All Payments To Company Are Non-Refundable for Domain Name purchases or renewals*

ABSOLUTELY NO: ADULT WEB SITES or HATE SITES (Company reserves the right to make the determination)

TERMS AND CONDITIONS (TAC): Company agrees to furnish services to the Customer, subject to the following TAC. Use of Company Service constitutes acceptance and agreement by Customer to the Company’s TACs).All provisions of this contract are subject to the TAC of Company. The TAC may be changed from time to time at the discretion of Company. Customer understands that change to the TAC by Company shall not be grounds for early contract termination or non-payment.
This Agreement shall be construed in all respects in accordance with the laws of the state of Texas, county of Harris applicable to contracts enforceable in that state. Venue will be Harris County, Texas

1. Disclosure to Law Enforcement:
The TAC specifically prohibits the use of our service for illegal activities. Therefore, Customer agrees that Company may disclose any and all Customer information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Customer. In addition Company shall have the right to terminate all service set forth in this Agreement.

2. Service Rates:
Customer acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Customer. Customer is aware that Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

3. Payment:

Establishment of this service is dependent upon receipt by Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. All accounts and services provided by Company are subject to the current tax rate as imposed by the State of Texas which is currently 8.25%. The above applies to all accounts owned by customers in the State of Texas, and applies to services provided directly by Company.

4. Payments and Fees:

Credit cards that are declined for any reason are subject to a $1.00 declination fee. Service will be interrupted on accounts that reach 5 days past due. Accounts not paid by due date are subject to a $10 late fee. Accounts that are not collectible by Company may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay Company a "Processing and Collection" Fee of not less than $50 nor more than $150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TAC.

5. Refund and Disputes:

All payments to Company for domain names are nonrefundable as well as one time setup fees. Prorated refunds will be determined on usage, early cancellation, promotional discounts and subsequent charges regardless. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Company's sole discretion is a valid charge under the provisions of the TAC and /or TAC, you agree to pay Company an "Administrative Fee" of not less than $50 and not more than $150.

6. Failure to Pay:

Company may temporarily deny service or terminate this Agreement upon the failure of Customer to pay charges when due. Such termination or denial will NOT relieve Customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees. ALL hosting accounts will automatically be suspended 3 days after due date, and hosting service totally deleted off server(s) 8 days past due date if invoice is NOT paid.

7. Account Cancellation:

We do not accept mail, email or phone calls to request cancellation of any service due to the high risk factors involved in verification of customer identity. We provide 2 (two) ways to contact us and request cancellation.

1. Preferred procedure is available for you at any time by logging into your KartHost Customer Center Account and requesting cancellation by using these step by step instructions How to Cancel my Webhosting or Email Service or any Product/Service? and for Domain name to cancel Auto Renewal How do I Disable Domain Name Auto Renew?
2. Submit a Support Ticket by logging into your KartHost Customer Center account. You must list each service and effective cancelation date.

7A. KloudEmail Cancellation Policy:

Upon submission of a cancellation request for KloudEmail services, Customer acknowledges and agrees to the following:

- Cancellation of KloudEmail will delete all webmail services for the domain, including all email accounts, messages, folders, settings, and DKIM authentication, at the time chosen by the Customer (Immediately or End of Billing Period).
- Contacts, calendars, safelists, blocklists, filters, and all other settings are permanently unrecoverable and cannot be restored under any circumstance.
- Email restoration may be available within 12 days of the cancellation request date, limited to emails and email folders only, for a $50.00 restoration fee. Restoration requests must be submitted during KartHost office hours.
- Customer is solely responsible for downloading and backing up any data prior to submitting a cancellation request. Company assumes no liability for data loss resulting from a cancellation request submitted by the Customer or any authorized user on the Customer's account.

8. Interruptions:

Customer acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of Company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Customer agrees that Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of Company. Customer further acknowledges that Company’s liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Customer for services during the period damages occurred. In no event shall Company be liable for any special or consequential damages, loss or injury.

9. New Domain Accounts:

All new Web hosting accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days. If the new domain is registered by the account holder, there will be no handling fee. If the domain is registered by Company. on behalf of the account holder a handling fee will be incurred. All domain name registrations and renewals are governed by the “Customer Agreement for Domain Names” and “Domain Registrant Agreement” links to both can be found at https://karthost.com/docs-category/legal-agreements/

10. Transfer of Domains:

New Web hosting accounts which involve the transfer of a domain from another provider to Company. will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by Company. on behalf of the account holder a handling fee will be incurred. If the customer cancels service during the transfer period for any reason, all charges are considered earned.

11. Support Boundaries:

Company, provides 24 x 7 technical support to our Customers via submission of Support Ticketing services in KartHost Customer Center. While we strive to answer tech support tickets as quickly as possible, please allow 24 hours for your ticket to be answered (response times may vary during our few holidays or short company meetings while our main office is closed) We limit our technical support to our area of expertise. You may log into your KartHost Customer Center account at https://customercenter.karthost.com/clientarea.php to submit a support ticket.

12. SPAM and Unsolicited Commercial Email (UCE):

Company takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of Company may not use or permit others to use our network to transact in UCE. Customers of Company may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

a. Violation of Company’s SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Company will initiate an immediate investigation (within 48 hours of

notification). During the investigation, Company may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Company may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Company reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Company will notify law enforcement officials if the violation is believed to be a criminal offense.

b. First violations of this policy will result in an "Administrative Fee" of $250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of $500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed $175 per hour that Company personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

c. As our Customers are ultimately responsible for the actions of their clients over the Company network, it is advisable that Customers develop a similar, or stricter, policy for their clients. **IMPORTANT NOTICE:**BEGINNING IMMEDIATELY, anyone's Web site on our servers that supports spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their Web site immediately removed from our network. The Web site will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the Web site to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the Web site from our network without notice to the customer. Any Web site guilty of a second violation WILL be immediately and permanently removed from our network without notice.

13. Network:

a. IP Address Ownership: If Company assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Company, and Customer shall have no right to use that Internet Protocol address except as permitted by Company in its sole discretion in connection with the Services, during the term of this Agreement. Company shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Company, and Company reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP

based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

b. Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). Company will monitor Customer's bandwidth and disk usage. Company shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Company's sole and absolute discretion. If Company takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Company may, at its sole discretion, collect a deposit, in an amount determined by Company, against customer's credit card on file with Company.

c. System and Network Security: Users are prohibited from violating or attempting to violate the security of the Company Network. Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:i. Accessing data not intended for such User or logging into a Web site or account, which such User is not authorized to access.ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.iii. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.v. Taking any action in order to obtain services to which such User is not entitled.

14. Notification of Violation:

a. Company is under no duty to look at each customer's or user's activities to determine if a violation of the TAC has occurred, nor do we assume any responsibility through our TAC to monitor or police Internet-related activities.

b. First violation: Any User, which Company determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at Company's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

c. Second Violation: Users that Company determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

d. We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

15. Suspension of Service or Cancellation:

Company reserves the right to suspend network access to any customer if in the judgment of the Company network administrators the customer's Web site is the source or target of the violation of any of the other terms of the TAC or for any other reason which Company chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

16. Amendments:

Company reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed Web sites of Company must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

17. Indemnification:

Company wishes to emphasize that in agreeing to the Company Terms of Condition (TAC), customer indemnifies Company for any violation of the Terms of Condition (TAC) that results in loss to Company

or the bringing of any claim against Company by any third-party. This means that if Company is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against Company, plus all costs and attorney's fees.

18. Miscellaneous Provisions:

You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

a. A waiver by Company of any breach of any provision of this Agreement by Customer shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

b. Customer shall not transfer or assign this Agreement without the prior written consent of Company. Company may assign Agreement at anytime without consent from or notice to Customer. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

c. Company takes no responsibility for any material input by others and not posted to the Company Network by Company. Company is not responsible for the content of any other Web sites linked to the Company Network; links are provided as Internet navigation tools only. Company disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

d. Company is not responsible for any damages your business may suffer. Company does not make implied or written warranties for any of our services. Company denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Company.

e. It is absolutely forbidden to host pornographic content or IRC servers on Virtual Web site Accounts. Virtual Web site Accounts found hosting this material will be subject to immediate cancellation without refund.

19. Responsibility for Content:

You, as KartHost's customer, are solely responsible for the content stored on and served by your Web site.

Updated: April 21, 2026

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