

This Agreement governs your purchase and use, in any manner, of all Web services, ordered by you and accepted by **ELREYWEB.com** and describes the terms and conditions that apply to such purchase and use of the Services. You **AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN**. **ELREYWEB.com** reserves the right to change or modify any of the terms and conditions contained in this Agreement at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. **ELREYWEB.com** may make changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following ELREYWEB.com' posting of any changes or modifications will constitute your acceptance of such changes or modifications.

1. Offers

To protect the special and offers to NO been abused in a way that we can continue offering to our customers we created the following terms and conditions you must understand and accept prior completing your order. The customer understands and agrees that the pay for the service of creating your website that was ordered by a special price and / or offer The website created NOT have the license to be transferable to another hosting company or server other than ELREYWEB.com

2. Option to transfer web site

Customers requiring the service of creation website with tranfer option we recommended them to call us directly for more information because the Offers offered on the website are licensed to **ELREYWEB.com** NOT be transferred or hosted on other servers that are not **ELREYWEB.com** Is required to have additional service Hosting and support in ordr to have the website develop and active **ELREYWEB.com** the price for the service you may see in the process your order with different plans and options

- Must be ordered by the business owner or authorized person only
- It can not be resold or exchanged.
- You can only buy for one per domain or subdomain
- All customers are entitled to transfer your data to another company when required. (*Your data refers to information that the client "you" or send to us for the creations of you website*)
- The software used for the development, management, maintenance, Website is not transferable.
- The customer can order up to 3 business offers to domains that belong to the same owner
- Additional offers can not be ordered if service or bill is outstanding.
- You can not apply an offer for a domain or subdomain already received an offer.
- If you request and received a refund can not order another offer.
- All offers are subject to approval after payment
- Development will begin at 72 hours from the time payment is complete

- Every client owns their website provided with the technical and legal requirement to be hosted in ELREYWEB.com
- The domain that each client register will be under your name and the customer can transfer to any registrar of client preference.

If you have additional questions remember to visit:

FAQ's will help you to understand the service you will received and use we recommend to vist our [knowledgebase](#)

3. *Refunds*

We do our best to not see clients unsatisfied or requesting refunds but we understand those event tends to happened for that reason Our Satisfaction is guaranteed and we create our Refund policy terms described bellow:

a. *Refundable*

Every customer is entitled to a one time 30 Days money back guaranteed The 30 days start form the date the Payment was submitted to **ELREYWEB.com** This mean if you are not satisfied with the following service:

- Web Hosting
- Web Development service
- Graphic Design
- Customer service

You qualify for a refund

b. *Non Refundable*

The following services are non refundable:

- Domains Registrations
- Domains Transfer
- Domain Renewals
- Services past the 30 days form date of purchase

c. *Right To Decline*

Clients that received a refund may not qualify for a additional refunds

d. *Processing Time*

Refund may take between 7 to 10 business days to process

e. *Request Method*

Every request for refunds must be submitted via this email support@ELREYWEB.com within the 30 days from the date you submit your payment.

f. *Recommended*

If there is anything we can do from avoid you request for Refunds or cancelations please contact us and allow us to work in your satisfaction.

4. *Domain*

Registration All domain registrations are made under the client's name, even though it done through promotion. The Client is solely responsible for the registration fees of renewal.

- a. Renewal It is the client's responsibility to comply with the payment of renewal fees in order to keep registration active.
- b. Transfer All transfers of domain names require an EPP code. The EPP code is the authorization code that allows the transfer. **ELREYWEB.com** will request a transfer of EPP domain code when a client is transferring the domain name from another provider to **ELREYWEB.com**. If the client decides to transfer a domain away from **ELREYWEB.com** to another provider, client must submit his or her request for the EPP transfer code to **ELREYWEB.com** via email. The transfer code process will take between 24 to 48 hours after the client's request has been received by support@ELREYWEB.com
- c. TLDSs required by law to comply with the address in some TDLS. For example, .US must be United States of America.
- d. Accuracy Keeping the address valid and up-to-date is the sole responsibility of the user in order to comply with laws and regulations of domain registrar..

5. *WEB HOSTING*

The web hosting service is are offered to be used only for the sole purpose of hosting a Website and email service

6. *Bandwidth*

The unlimited plan for bandwidth is offered with the condition that client will not used for transferring large files and understand that high scale data transfer may slow the website if the plan and structure is not designed for Enterprise or large scale website. If customer believe his website need Dedicated Server for large scale we advise to contact our Web specialist for further information and details

7. *Email*

The email Service ofered by **ELREYWEB.com** is mean to be used for regular email communication only customer understand and agree NOT TO USE the email as:

Storage cloud service

- a. Archive file system
- b. Email Newsletter system

c. Marketing campaigns

Every Email account has security limitation to help prevent your domain from been blacklisted for spam The security limitations are as follow

- d. File extension: exe. .js .php or any file that may look suspicious can not be sent
- e. Emails with attachments exceeding 20MB

It is advice and recommended to customer to have a Antivirus in their computer

8. *Cloud storage*

Client agrees not to use neither the Web hosting or Email service as cloud storage device or service

9. *Access to change content*

El cliente que tiene un sitio web hecho a través de la oferta Especial tendrá acceso sólo con el propósito de cambiar el contenido de la página web.

10. *Technical or Developer Access*

The technical or Developer access are provided to clients who place the order with specific license and should be described in the invoice (License for Technical or Developer access) All services provided thru promotions DO NOT include Developer access.

11. *Copyright*

Copyright © 2016 ELREYWEB.com. All rights reserved. It is forbidden to copy and distribute any data and related images from this World Wide Web Server without the prior written consent of ELREYWEB.com.

12. *Trademark*

The **ELREYWEB.com** name, logo, and all related products and service names, design marks, and slogans are trademarks, service marks and may not be used in any manner without the prior written consent of ELREYWEB.com. All other products and service marks are trademarks of their respective owners.

13. *Privacy*

ELREYWEB.com takes the privacy of its clients, customers, visitors, and global users seriously, and provides the best and most up to date privacy practices. To read our Privacy Policy, [please Click HERE.](#)

14. *Account security*

Client assumes all responsibility in the way he manages the Login information of his email and **ELREYWEB.com** account, When times come for password reset client must perform using the options provided by the system to change his password Password change over the phone are not permitted a request can be made but information with options to change the password will be sent to the email used in your account.

15. Trademarks and Copyrighted Material

Client agrees that using, approving, or distributing copyrighted material may result in account suspension, if complaint is filed

16. Money Back Guarantee

All clients qualify for the 30-day money back guarantee for all services provided. The sole exceptions are the domain registration, Renewals or transfer fee.

17. Commercial Advertising- Email (SPAM)/UNSOLICITED COMMERCIAL EMAIL (UCE)

The client agrees to and understands that spamming, sending unsolicited emails from our servers, or using email addresses that are maintained by us is STRICTLY prohibited and will qualify his/her account for immediate deactivation with no refund. **ELREYWEB.com** is the sole arbiter as to what constitutes a violation of this clause.

- a. Client understands that **ELREYWEB.com** has set a limit of 200 outgoing emails per hour on shared and reseller hosting, 500 outgoing emails per hour on VPS Hosting, 1000 outgoing emails per hour on Semi Dedicated Hosting, and 3600 outgoing emails per hour on Dedicated Hosting for the purpose of avoiding email spamming from our servers. Customers cannot send more than the specified number of emails in an hour, irrespective of the size of their mailing lists.

18. Adult Content

ELREYWEB.com does not provide services for adult content material at the present time.

- a. Hosting adult content information is completely forbidden in any part of the services.
- b. Using the service provided to promote adult content information is forbidden.

19. Payment.

As consideration for **ELREYWEB.com** providing the Web hosting, Development and General Web services hereunder, Customer agrees to pay **ELREYWEB.com** the aggregate monthly or one time fee based on the services and the terms selected.

20. Late Fee

All Invoice past due will incur in a reasonable late fee of 5 per invoice

21. Provision of Services.

ELREYWEB.com will provide Customer with the Services ordered that are described in the Package Features elsewhere in this document. Customer understands and agrees that **ELREYWEB.com** will host and create the Web site solely in accordance with the information provided by Customer.

22. Rights to the Web Site and Content.

With the exception of any Third-Party Materials and Background Technology as set forth in Section 4, Customer owns the Customer Content. "Customer Content" means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data), in any medium, provided by Customer to ELREYWEB.com. "Third-Party Materials" means any content, software, or other computer programming material that is owned by an entity other than ELREYWEB.com, and licensed by **ELREYWEB.com** or generally available to the public, including Customer, under published licensing terms, and that **ELREYWEB.com** will use to display or run a Web site. **ELREYWEB.com** owns the rights to the design of the web site. If a customer stops paying the monthly fee of hosting for the Web hosting, Development and General Web services upon cancellation the customer is not entitled to use the web site for any purposes whatsoever.

23. Limited License to the Background Technology.

"Background Technology" means computer programming/formatting code or operating instructions developed by or for **ELREYWEB.com** and used to host or operate the Web site or a Web server in connection with a Web site. Background Technology includes, but is not limited to, any files necessary to make forms, buttons, checkboxes, and similar functions and underlying technology or components, such as style sheets, animation templates, interface programs that link multimedia and other programs, customized graphics manipulation engines, and menu utilities, whether in database form or dynamically driven. Background Technology does not include any Customer Content. Customer may not duplicate or distribute any Background Technology to any third party without the prior written consent of ELREYWEB.com. All rights to the Background Technology not expressly granted to Customer hereunder are retained by ELREYWEB.com. Without limiting the foregoing, Customer agrees not to reverse-engineer, reverse-assemble, decompile, or otherwise attempt to derive any source code of the Background Technology, except as allowed by law.

24. Limited License to Content.

Customer hereby grants to **ELREYWEB.com** the limited, nonexclusive right and license to copy, distribute, transmit, display, perform, create derivative works from, modify, and otherwise use and exploit Web site, any Customer Content, or any Customer Marks provided to **ELREYWEB.com** hereunder, solely for the purpose of rendering ELREYWEB.com' Services under this Agreement. Such limited right and license shall extend to no other materials or for any other

purpose and will terminate automatically upon termination of this Agreement for any reason. 6. Content Standards. Customer agrees not to provide Customer Content, and **ELREYWEB.com** will not intentionally provide to Customers any content, that (a) infringes on any third party's intellectual property or publicity/privacy rights; (b) violates any applicable law or regulation; (c) is defamatory, violent, clearly harmful, or obscene or pornographic or infringes on citizens' rights; or (d) contains any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage or interfere with any system, data, or personal information. If Customer is international, then Customer agrees to comply with all applicable local and national laws. **ELREYWEB.com** reserves the right to refuse any other subject matter it deems inappropriate.

25. Support.

ELREYWEB.com will do its best to provide fast and reliable technical support. For this reason, we encourage and require all clients to send all support requests to support@ELREYWEB.com Support time response may vary from time to time, or by the Level of priority of your service plan and **ELREYWEB.com** cannot ensure or provide the estimated time available (ETA) of a service or solution to the issue may arrive.

26. Term and Termination.

(a) This Agreement is effective as of the Effective Date and shall continue unless terminated; (b) **ELREYWEB.com** may terminate this Agreement after five (5) days' written notice to Customer if Customer materially breaches this Agreement, including, without limitation, failure to pay, and fails to cure such breach during such five (5) day period; and (c) upon the termination of this Agreement, Customer will pay **ELREYWEB.com** for all Services provided to Customer by **ELREYWEB.com** prior to termination. Sections 2, 3, 4, 5, 9, 11, and 12 will survive termination of this Agreement.

27. Warranty Disclaimer.

Except as expressly provided in this Agreement, the Services are provided "as is," and **ELREYWEB.com** expressly disclaims all warranties and conditions of any kind, express, implied, or statutory, including, without limitation, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Interruption of Service: You hereby acknowledge and agree that **ELREYWEB.com** will not be liable for any temporary delay, outages or interruptions of the Services. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein. Unless an approval process is specified herein or in a Statement, all Hosting provided by **ELREYWEB.com** to a Customer will be deemed accepted when delivered.

28. Indemnity.

. Customer Indemnity. Customer will defend **ELREYWEB.com** against any third-party claim, action, suit, or proceeding alleging any breach of the covenants contained in Section . Subject to Section 11, Customer shall indemnify **ELREYWEB.com** for all losses, damages, liabilities, and all reasonable expenses and costs incurred by **ELREYWEB.com** as a result of any such third-party claim, action, suit, or proceeding.

a. ELREYWEB.com' Indemnity. **ELREYWEB.com** will defend Customer against any third-party claim, action, suit, or proceeding alleging any breach of the covenants contained in Section 6. Subject to Section 11, **ELREYWEB.com** shall indemnify Customer for all losses, damages, liabilities, and all reasonable expenses and costs incurred by Customer as a result of any such third party claim, action, suit, or proceeding.

b. Mechanics of Indemnity. The indemnifying party's obligations are conditioned upon the indemnified party: (i) giving the indemnifying party prompt, written notice of any claim, action, suit, or proceeding for which the indemnified party is seeking indemnity; (ii) granting control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

29. Limitation of Liability.

ELREYWEB.com's LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO **ELREYWEB.com** DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE. **ELREYWEB.com** SHALL NOT BE LIABLE FOR (A) ANY LOSS OF USE, LOSS OF DATA, OR INTERRUPTION OF BUSINESS OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), REGARDLESS OF THE FORM OR ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF **ELREYWEB.com** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT, AND ABSENT SUCH LIMITATIONS, **ELREYWEB.com** WOULD NOT ENTER INTO THIS AGREEMENT.

30. Governing and Law.

This Agreement shall be governed and construed in accordance with the laws of State of Florida excluding that State's choice-of- law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of State of Florida, excluding that State's choice-of-law principles.