

# Terms of Service (TOS)

*Last Updated: March 29, 2026*

This Terms of Service agreement ("Agreement") is a legally binding contract between Eastern Shore Web Services, L.L.C. ("eshorews.com," "we," "us," or "our") and you ("Customer," "you," or "your"). By purchasing, accessing, or utilizing any of our web hosting, domain registration, or related services, you agree to be bound by the terms outlined below.

## 1. Account Setup, Billing, and Payments

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- **Invoicing and Automation:** All services are billed on a recurring basis. Invoices are generated automatically by our billing system prior to your renewal date.
- **Payment Gateways:** We accept payments via authorized third-party gateways (e.g., Stripe, PayPal). By putting a credit card or payment method on file, you authorize us to automatically charge that method for all recurring invoices.
- **Suspension for Non-Payment:** If an invoice remains unpaid past the due date, our automated systems will apply a grace period, after which your services will be automatically suspended. We reserve the right to permanently terminate and delete all data associated with accounts that remain significantly past due.
- **Fraud Protection:** All orders are subject to automated fraud screening. We reserve the right to reject or cancel any order that is flagged as high-risk or fails our verification checks.

## 2. Refund Policy and Guarantees

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- **Domain Name Registrations (Non-Refundable):** All domain name registrations, renewals, and transfers are strictly non-refundable once processed. Because domains are registered immediately through third-party registrars, we cannot cancel or reverse these transactions. It is your sole responsibility to verify the exact spelling, phrasing, and suitability of a domain prior to completing the purchase.
- **30-Day Money-Back Guarantee for Web Hosting:** If you are unsatisfied with your standard web hosting service for any reason, you may request a full refund within the first 30 days of your initial account activation. This guarantee applies strictly to the hosting package fees and does not apply to domain registrations, SSL certificates, software licenses, or paid professional services.
- **Voiding the Guarantee (Custom Website Condition):** To protect our intellectual property and the extensive labor required for web development, the

30-Day Money-Back Guarantee is strictly voided if your hosting package includes the provision of a "free custom website" or promotional web design services. Hosting fees become non-refundable immediately upon the commencement of the design work.

- **Abuse of Service:** Any account suspended or terminated due to a violation of our Acceptable Use Policy (AUP) or these Terms of Service (e.g., spamming, hosting malicious content) will automatically forfeit any eligibility for a refund.

### 3. Domain Name Registrations and Reselling

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Eastern Shore Web Services, L.L.C. acts as a reseller for domain name registrations.

- **ICANN Compliance:** All domain registrations, renewals, and transfers are subject to the policies of the Internet Corporation for Assigned Names and Numbers (ICANN) and the specific terms of our upstream registrar.
- **Registration Data Policy (RDP):** In accordance with ICANN's Registration Data Policy, you are responsible for providing accurate contact information for your domain. If you list an "Organization" in your domain registration data, that entity will be considered the sole legal owner of the domain.
- **Domain Loss:** We are not financially or legally liable if you lose a domain name due to failure to pay renewal invoices on time, providing outdated contact information, or violating ICANN policies.

### 4. Value-Added Services, Security, and Backups

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To enhance your hosting experience, we include access to premium third-party tools, security software, and performance networks (such as JetBackup, Sitejet, Imunify360, LiteSpeed, and Bunny CDN). All such tools are provided strictly on an "as-is" basis.

- **Security (Imunify360):** While we implement robust server-level security and firewall protections, these do not guarantee your specific website cannot be compromised. You remain solely responsible for securing your web applications, updating your scripts and plugins, and maintaining strong, secure passwords. We are not liable for malware infections or data breaches on your individual account.
- **Backups (JetBackup):** We provide access to automated backup software for your convenience; however, we do not guarantee the availability, success, or integrity of these backups. You are exclusively responsible for verifying your backups and maintaining independent, off-site copies of your website files, databases, and emails.

- **Performance & Builders (Sitejet, CDNs):** Access to site builders and Content Delivery Networks are subject to the uptime and functionality of those third-party providers. We are not responsible for any site errors, data loss, or performance degradation caused by third-party software updates or external network outages.

## 5. Limitation of Liability

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Under no circumstances shall Eastern Shore Web Services, L.L.C., its owners, or employees be held liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use our services.

- **Business Interruptions:** This includes, but is not limited to, damages for loss of profits, loss of data, loss of business continuity, or SEO rankings due to server downtime, network routing issues, or hardware failures.
- **Maximum Liability:** In any event, our maximum liability to you for any breaches of this Agreement or failures of service is strictly limited to the total amount you paid us for the specific service during the single billing month in which the issue occurred.

## 6. Governing Law and Dispute Resolution

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This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law principles. Any legal action or proceeding arising under this Agreement must be brought exclusively in the state or federal courts located in Maryland, and you hereby consent to the personal jurisdiction and venue therein.