

Terms of Services

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This Website is owned and provided by Raise A Barn, LLC (“RaiseaBarn”). Your use of this Website is subject to the following Terms of Services (“Terms of Services”). Your use of the Website constitutes your acceptance of these Terms of Services and your agreement to be bound by them. If you do not agree to these Terms of Services or if you do not agree with our Privacy Policy posted on this Website, please do not use this Website or any services offered by this Website. We reserve the right to change the following terms and conditions at any time without notice.

Eligibility

You may use this Website without becoming a subscriber of the Website (“Subscriber”) and simply by using the Website you become a “user” of the Website. In order to better use the Website, we encourage you to become a Subscriber.

This Website is intended solely for users who are 13 years of age or older, and any use of or access to the Website by anyone under the age of 13 is unauthorized, unlicensed and in violation of these Terms and Services. By using the Website, you represent and warrant that you are 13 or older and that you agree to abide by all of these terms and conditions.

User Conduct and Materials/Website Conduct/Rules of Usage

The Website may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute.

Sites that promote any illegal activity or present content that may be damaging to RaiseaBarn's servers, or any other server on the Internet are prohibited. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- pirated software
- hacker programs or archives
- Warez sites

As a provider of website hosting and other Internet-related services, RaiseaBarn offers Subscribers and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial

information. RaiseaBarn respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, RaiseaBarn reserves the right to take certain preventive or corrective actions.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When Subscribers obtain information through the Internet, they must keep in mind that RaiseaBarn cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, Subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because RaiseaBarn cannot monitor or censor the Internet, and will not attempt to do so, RaiseaBarn cannot accept any responsibility for injury to its Subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When Subscribers disseminate information from the Internet, they must keep in mind that RaiseaBarn does not review, edit, censor or take responsibility for any information its Subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over RaiseaBarn's network and may reach a large number of people, including both Subscribers and non-subscribers of RaiseaBarn, Subscribers' postings to the Internet may affect other Subscribers and may affect RaiseaBarn's goodwill, business, reputation or operations. For these reasons, Subscribers violate RaiseaBarn policy and these Terms and Services when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

1. **Spamming:** Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward RaiseaBarn, but also because it can overload RaiseaBarn's network and disrupt service to RaiseaBarn's Subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, RaiseaBarn will investigate and shutdown the account that is Spamming. RaiseaBarn reserves the right to prosecute for this violation.

2. **Audio/Video Streaming:** Audio/Video Streaming is not hosting friendly. As such, RaiseaBarn does not allow any streaming of audio or video content. Offending accounts will be deactivated without notice or canceled.

3. **Adult-Oriented Content:** RaiseaBarn does not allow adult content and will deactivate/remove any offending account.

4. Large File Policy: RaiseaBarn is not for file hosting and distribution. As such, Subscribers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to: .ISO, audio/video files, and .EXE files. If you are unsure whether your file is in compliance with this policy, please e-mail ryan@raiseabarn.com.

5. Obscene Speech or Materials: Using RaiseaBarn's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. RaiseaBarn is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

6. Defamatory or Abusive Language: Using RaiseaBarn's network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

7. Forging of Headers: Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

8. Illegal or Unauthorized Access to Other Computers or Networks: Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"), is strictly prohibited. Also prohibited is any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

9. Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities: Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

10. Facilitation of a Violation of these Terms of Services: Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate these Terms of Services, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software.

11. Export Control Violations: Exporting encryption software over the Internet or otherwise to points outside the United States.

12. Usenet Groups: RaiseaBarn reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates these Terms of Services.

13. Other Illegal Activities: Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

14. Other Activities: Engaging in activities, whether lawful or unlawful, that RaiseaBarn determines to be harmful to its Subscribers, operations, reputation, goodwill, or customer relations.

The responsibility for avoiding harmful activities just described rests primarily with the Subscriber. RaiseaBarn will not, as an ordinary practice, monitor the communications of its Subscribers to ensure that they comply with RaiseaBarn's policy or applicable law. However, when RaiseaBarn becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a website, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by RaiseaBarn.

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE. ADDITIONALLY, RAISEABARN WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

Materials Posted by Others

RaiseaBarn is aware that many of its Subscribers are themselves providers of Internet services and that information reaching RaiseaBarn's facilities from those Subscribers may have originated from a customer of its Subscriber or from another third-party. RaiseaBarn does not require its Subscribers who offer Internet services to monitor or censor transmissions or websites created by customers of its Subscribers. RaiseaBarn reserves the right to directly take action against a customer of its Subscribers. Also, RaiseaBarn may take action against its Subscriber because of activities of a customer of its Subscriber, even though the action may affect other customers of its Subscriber. Similarly, RaiseaBarn anticipates that Subscribers who offer Internet services will cooperate with RaiseaBarn in any corrective or preventive action that RaiseaBarn deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of RaiseaBarn policy.

RaiseaBarn expects that its Subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A Subscriber's failure to comply with those laws will violate the Terms of Services.

Server Abuse

Any attempt to undermine or cause harm to a server or customer of RaiseaBarn is strictly prohibited. As our customer, you are solely responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

DMCA Notice (Digital Millennium Copyright Act)

You agree that you will not upload or transmit any communications or content of any type that infringe or violate any rights of any party. It is the policy of RaiseaBarn not to permit materials known by RaiseaBarn to be infringing to remain on the Website. You should notify RaiseaBarn promptly if you believe any materials on the Website, including advertisements, or materials available on or through links, frames, indexes and directories linked to this Website, infringe a third-party copyright. Upon RaiseaBarn's receipt of a proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), RaiseaBarn will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion. All sub-networks, distributive hosting sites and dedicated servers of RaiseaBarn must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

Subscriber Registration Information

If and when you decide to become a Subscriber, you agree to (1) provide accurate, current, and complete information about yourself as prompted by the appropriate registration form, (2) maintain and update your information to keep it accurate, current, and complete, and (3) comply with these Terms of Services. If any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right, at our sole discretion, to suspend or terminate your subscription.

Terms of Service Specific to Sponsoring Organizations

These Terms of Service apply to individual Subscribers, all of whom must be sponsored by a recognized organization, hereafter referred to as a "Sponsor".

In sponsoring such Subscribers, a Sponsor agrees to take primary responsibility for remedying its Subscribers' violation of these Terms of Services. Upon notification of a Subscriber's violation, a Sponsor agrees to immediately take any and all appropriate remedial action, including removing a Subscriber's offending post(s), deactivating a Subscriber's account, and reporting any legal violations to the appropriate authorities. The ability and authority of RaiseaBarn to also take all such remedial actions does not reduce, in any way, a Sponsor's obligation for primary remediation of its Subscribers' violating activities.

Notification of a violation shall be considered complete when notification messages are sent. It is the responsibility of a Sponsor to check sources of these messages (e.g., e-mail accounts) and take remedial actions in a timely and consistent manner. RaiseaBarn reserves the right to deactivate all accounts sponsored by an organization which repeatedly fails to take remedial action when violation notifications have been duly sent.

Billing

By the account activation date of each service, RaiseaBarn shall debit Subscriber's credit card. All credit cards are billed automatically upon activation of service for full amount of service requested. It is Subscriber's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, we will send an e-mail notification, at which point we will need to be provided with another credit card account number within 24 hours. If we do not receive a response within 24 hours, the account, and all accounts under that account plan, will be deactivated.

Service Fees

If Subscriber cancels his or her services with RaiseaBarn, Subscriber shall be responsible for any and all outstanding fees owed to RaiseaBarn and agrees to pay any and all fees incurred by Subscriber. Because the services are paid in full upon activation of a service, Subscriber will be responsible for all service fees related to service being canceled, regardless of when Subscriber provides notice of cancellation. Thus, for example, if Subscriber provides notice of cancellation on the second month of a six (6) month service agreement, Subscriber will be responsible for service fees for the entire agreement, and such fees will not be pro-rated or refunded.

Account Deactivations

Any account deactivated due to non-payment will not require a reactivation fee.

Cancellation & Refunds

Subscribers may cancel service at any time by accessing the subscription cancellation on our Website. We ONLY refund contracts in excess of six (6) months. For example, if your contract is yearly and you cancel your contract after two (2) months, the last six (6) months of the contract will be refunded but the first six (6) months will not be refunded. We DO NOT refund contracts six (6) months or less. We require no notice for a cancellation.

Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

Indemnification

You agree to defend, indemnify and hold harmless RaiseaBarn and its affiliates, officers, directors, agents, suppliers and licensors from and against any and all claims, damages, costs, liabilities and expenses, including attorneys' fees, arising from or related to your use of the Website or any materials or submitted items you provide, or from your conduct, your violation of these Terms of Services or your violation of the rights of any third-party, including, but not limited to, any claim by a third-party that any materials or submitted items provided by you that infringe or violate such third-party's rights or interests.

Choice of Law and Enforcement

Your access to the Website as well as the terms and conditions and the agreement they create are governed and interpreted by the laws of the State of Ohio without regard for conflict of laws provisions.

Limitation of Liability

RaiseaBarn shall not be responsible to you or any third-parties for any claimed damages, including incidental, consequential damages, and punitive damages allegedly sustained arising out of these Terms of Services, the providing of the Website hereunder, your access to or inability to access the Website, including for viruses alleged to have been obtained from the Website, your use or reliance on the Website, information or materials available on the Website, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages.

Furthermore, RaiseaBarn shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any website from one of RaiseaBarn's servers. All damages shall be limited to the immediate termination of service.

Violations

Violations of these Terms of Services should be referred to ryan@raiseabarn.com. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer

RaiseaBarn cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a Subscriber would have gained if his or her site was functioning. Certain services provided by RaiseaBarn are resold. Thus, certain equipment, routing, software and programming used by RaiseaBarn are not directly owned or written by RaiseaBarn. Moreover, RaiseaBarn holds no responsibility for the use of our Subscriber's accounts. Failure to comply with any terms or conditions [can](#) result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as RaiseaBarn sees fit.

YOU ACKNOWLEDGE THAT YOU ARE USING THE WEBSITE AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS", AND RAISEABARN, ITS AFFILIATES AND ITS THIRD-PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE WEBSITE. RAISEABARN, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE WEBSITE.

Account Activation

By activating your account with RaiseaBarn, you agree to the above policies and disclaimers. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information. NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail prior to taking any action to provide you with an opportunity to correct the problem.

Server Uptime Guarantee

Although RaiseaBarn has an excellent record for reliability, we do not offer an uptime guarantee. However, our network and servers are monitored continuously, and are rarely down except for scheduled maintenance and hardware and software upgrades.

RaiseaBarn reserves the right to amend any or all of the above policies, guidelines and disclaimers without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

Privacy

Please review our Privacy Policy for information about our use of information collected through the Website.

Entire Agreement

These Terms and Services along with the Privacy Policy constitute the entire agreement between us and you with respect to the Website. No prior or current agreements or communications between the parties will have any effect as part of this agreement or as a separate continuing agreement.