



HOME SERVICES WHY US? SUPPORT ABOUT US



GET STARTED NOW

The price you see is the price you get. **NO HIDDEN FEES.**
charging hidden fees is simply bad business.

Terms of Service

Our terms of service are designed to be read by the average joe. Not by some high-priced lawyer. Please read through this agreement carefully.



For your understanding, please read this agreement prior to ordering services from us. By signing up, you agree that you have read the following agreement, and have an understanding of it. If you have any questions at all regarding it, please do not hesitate to call us.

- **Personal Information**

When you place an order for one of our services, your personal information, including your credit card information is transmitted via the use of a Secure Socket Layer (SSL), the industry standard for encrypting sensitive information. midPhase takes your personal information very serious, and as such, we will not sell your information, and we vow to keep it confidential.

- **Cancellation**

We have a very simple cancellation policy. If you cancel your account within 30 days, you will be provided with a full refund excluding any setup fees (varies, most plans include free setup), and domain registration fees (\$21.95). The only way to cancel your account is by visiting our cancellation form, which is located at cancel.midphase.com.

- **Automatic Renewal**

As a convenience to you, your midPhase account will be enabled with autorenewal, which means that when your renewal date comes up, your hosting plans and domain will be renewed. At the same time though, midPhase does incur a cost at this, so the credit card on file will also be charged. If you wish to not have this happen, and you would not like to renew your account, you must cancel 14 days prior to renewal. If you have any questions as to when your renewal date is, simply login to secure.mpccustomer.com, or give us a call. If you fail to cancel 14 days prior to renewal, your account will be renewed for a new term, so please be sure to fill out the cancellation form located above if you chose not to.

- **Illegal Activity**

midPhase maintains a high-level of service, and a lot of customers that depend on our longevity. As such, we will not provide services to those that are using our services for:

1. Hacking, which includes penetrating or attempting to penetrate computer, or unauthorized networks. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are additionally prohibited.
2. Hosting of pirated files, software and music for the use of distribution, or otherwise.
3. Spamming, or sending of bulk unsolicited email. midPhase maintains a strict policy on spamming, and the sending of commercial messages by use of our services, or by maintaining an open SMTP connection. midPhase reserves the right to refuse service, and to suspend a website based on complaints submitted and verified by SpamCop, and other Spam organizations.
4. Violations of intellectual property rights, rights of publicity, and privacy is strictly prohibited. Please refer to ("Copyright Infringement") below for more information.
5. Hate content, or content that allows for obscene, abusing, and what could be considered libelous and defamatory is strictly prohibited use of our services.
6. Child pornography, including the use of our services to post, display, and store child pornographic images is prohibited by law. If this information is found, and brought to our attention, the proper law enforcement agencies will be notified.
7. Disruptive use of our services is additionally prohibited. While our shared services are a great match for the bulk of our customers, there simply becomes a time for some websites that they are best on a larger plan, which allows for more dedicated CPU and memory resources. A website that is poorly coded, or simply has a large number of simultaneous visitors may be unfit for a shared environment. As such, we reserve the right to make this decision at our sole discretion, based on a CPU and memory policy of 10%. This means, that if your website is found to be utilizing more than 10% of the CPU and memory of the service, we reserve the right to stop or correct the violation. Upon this, we will at the customers convenience provide alternative options, and a prorated refund. Due to the severity of this, and our ability to act quickly to correct these

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Real Customer
Testimonials

"The Irishcaper trusts midphase all the way. I am a Pro Phase owner glad to have found such a great host."

Patrick Reilly

irishcaper.net

[More testimonials](#)

situations to avoid server issues, midPhase will do it's best in providing a warning prior to suspension, but midPhase holds no obligation in doing so.

- **This Terms of Service May Change**

Due to our evolving business, and web hosting industry, we must inform you that this terms of service may change. As always, we will do our best in keeping you notified for any changes that may affect your service, we ask that you please revisit the terms of service for review.

- **Copyright & Trademark Infringement**

In accordance with the Digital Millennium Copyright Act, midPhase has adopted a policy to suspend, and terminate websites found to be in violation of copyrights. If you believe that a website we host is in violation of your intellectual rights, we ask that you please follow the below steps, as it provides the only way in effectively removing or disabling questionable content from midPhase servers:

Mailing the following to:

midPhase Services, Inc
223 West Jackson Street #1014
Chicago, IL 60606

Follow these steps:

- **Indemnification**

The customer agrees to indemnify and hold midPhase Services, Inc. and its affiliates, employees, agents and representatives harmless from and against any and all claims, demands, liabilities, expenses, losses, damages and attorney fees arising from any and all claims and lawsuits for libel, slander, copyright, and trademark violation as well as all other claims resulting from (i) the participation of the customer in the midPhase Services, Inc. hosting network , (ii) operation of the customer's web site or any URL submitted to midPhase Services, Inc. for participation in the midPhase Services, Inc. or (iii) otherwise arising from customer's relationship with midPhase Services, Inc.. The customer also agrees to indemnify midPhase Services, Inc. for any legal fees incurred by midPhase Services, Inc., acting reasonably, in investigating or enforcing its rights under this agreement.

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MIDPHASE SERVICES, INC. SHALL NOT BE LIABLE FOR THE PERFORMANCE, OR NONPERFORMANCE OR DELAY OF SERVICES PROVIDED. THERE SHALL BE NO EVENT, INCLUDING BUT NOT LIMITED TO THE LOSS OF WEBSITE DATA, LOSS OF BACKUP DATA, THE INABILITY TO PROVIDE A RECENT OR COPY OF YOUR WEBSITE DATABASE AND INFORMATION, OR WEBSITE DOWNTIME OR WEBSITE LOSS RESULTING IN DAMAGES. MIDPHASE'S ENTIRE LIABILITY AND YOUR MAXIMUM EXCLUSIVE REMEDY WITH RESPECT TO ANY CONSIDERED LOSS OF GOODS OR PROFITS WILL NOT EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNT PAID IN CASH BY YOU TO MIDPHASE FOR THE CORRESPONDING MONTH.

This agreement becomes active once you submit your order with midPhase. If you are an existing customer, and you do not agree with the terms herein, please cancel your account. If you have any questions regarding them, feel free to call us for clarification.

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DISCOUNT PRICING NOTICE: * Prices displayed are our discounted rate after term pre-payment. Certain plans require quarterly, semi-annual or annual pre-payment to receive fully discounted rates. Please see Terms of Service for full details. **\$100 AD CREDIT:** Please see details found at midPhase Exclusive Special Offers. Merchant Accounts provided through our partnership with ProcessingPoint, LLC.

midPhase is a proud member of the Chicago Better Business Bureau.

