



Terms of Service (TOS)

Effective: January 2026

Posted: January 19, 2026

Key Points Summary (for convenience only)

This summary is for convenience only. Please refer to the full Terms of Service below for all details and legally binding terms.

Who Qualifies for Discounts and Promotions?

Nonprofit discounts are for verified nonprofit organizations, charities and schools. CharityHost may change or end any discount or promotion at any time (see [Section 2](#)).

What You Pay:

All invoices include a non-refundable admin cost, with additional fees as published; see [Refund Policy](#) and [Fees Schedule](#).

Refunds & Fees:

Governed by the posted Refund Policy and Fees Schedule (see [Section 3](#)).

Your Responsibilities:

You must maintain your own backups and secure, update, and license your systems (see [Section 7](#)).

Limitation of Liability:

CharityHost is not liable for outages, technical glitches, or indirect damages; US law only (see [Section 9](#)).

Policy Changes:

Terms and policies can change anytime; updates effective upon website posting (see [Section 5](#)).

How to Contact Us:

Legal notices via email or support portal (see [Section 18](#)).



1. Overview

CharityHost.org ("CharityHost") provides hosting and related services ("Services") as described in your order confirmation and governed by these Terms of Service ("TOS"). By ordering or using any Service, Customers agree to these Terms and acknowledge the Acceptable Use Policy ("AUP") and all posted policies as incorporated by reference.

2. Nonprofit and Promotional Discount Eligibility

Nonprofit discounts are available exclusively to registered nonprofit organizations, charities and schools serving humanitarian purposes. Proof of status may be required. CharityHost reserves the right to suspend or terminate nonprofit discounts for accounts not meeting eligibility criteria, as further detailed in the AUP.

CharityHost may, at its sole discretion, extend or retract promotional discounts to any customer. CharityHost reserves the right to adjust, modify, or end any promotional terms or offers at any time, with or without notice.

3. Fees, Billing, and Payment

- **Administrative Costs & Other Fees:** Each invoice includes a non-refundable administrative cost and may include other fees as set forth in the Fees Schedule, Acceptable Use Policy (AUP), or other posted policies, including but not limited to SMTP passlist fees and administrative or abuse mitigation fees. The Fees Schedule is published on the CharityHost.org website and may be updated from time to time.
 - **Payment Terms:** Payments are due as stated on invoices. Automated payments may be processed on the due date.
 - **Service Suspension/Termination:** Services may be suspended or terminated for overdue payments per timelines posted on the website.
 - **Refunds:** Refund eligibility and process are governed by the Refund Policy. Certain products and services are not eligible for refunds. The Refund Policy may be updated at any time by posting a revised version on the CharityHost.org website.
 - **Service Transfers:** Transfers may incur fees and are subject to approval.
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4. Policy Documents and Incorporation by Reference

The following policies are incorporated by reference and govern all use of CharityHost Services:

- [Acceptable Use Policy \(AUP\)](#)
- [Privacy Policy](#)
- [Refund Policy](#)
- [Fees Schedule](#)

In the event of a conflict, the AUP prevails on all matters relating to acceptable use, enforcement, prohibited activities, and customer responsibilities.

5. Changes and Updates

CharityHost may update these Terms and all referenced policies at any time. Updates are effective immediately upon posting at <https://charityhost.org/terms-of-service> or the relevant policy page.

6. Service Use and Compliance

Customers and their users must comply with all applicable laws, the AUP, and CharityHost's procedures. CharityHost reserves the right to monitor network activity as permitted by the AUP. Customers are solely responsible for compliance and for all content hosted or transmitted.

7. Security, Data Privacy, Backups, System Responsibility, and Licensing

CharityHost follows standard industry security practices. Customers are solely responsible for:

- Maintaining their own data backups unless explicitly stated otherwise in writing.
- The security, configuration, licensing, and ongoing maintenance of their operating system, applications, and software on their VPS or hosted environment.
- Ensuring that all updates, patches, and security measures for the operating system and any installed software are applied in a timely manner.
- Obtaining, maintaining, and complying with all necessary licenses for any operating system, software, or application installed or used on their VPS or hosting environment.
- All activity, content, and actions occurring on their assigned VPS or hosting environment, whether by the Customer or any third party with access.



CharityHost is not responsible for loss of data, compromise, service interruption, or legal liability resulting from Customer's failure to fulfill these responsibilities. See the AUP and Privacy Policy for further details.

8. Dispute Resolution

Customers should contact support to resolve any dispute. If unresolved, either party may pursue mediation or other neutral resolution before seeking court action. This TOS is governed by the laws of the State of Kansas, United States. All disputes shall be resolved exclusively in the state or federal courts located in Kansas.

9. Limitation of Liability and Release of Claims

To the maximum extent permitted by United States law, CharityHost's total liability is limited to the amount paid for Services in the preceding twelve months. CharityHost is not liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for any loss of profits, revenue, data, use, goodwill, or other intangible losses, whether based in contract, tort, strict liability, or otherwise, arising out of or in connection with the use or inability to use the Services, even if CharityHost has been advised of the possibility of such damages.

Customers expressly agree not to hold CharityHost liable for any loss, interruption, delay, corruption, compromise, unauthorized access, or other harm resulting from:

- Use or inability to use the Services;
- Security incidents, hacking, malware, or unauthorized third-party access;
- Customer's failure to maintain backups, security, licensing, or compliance;
- Acts or omissions of third parties, vendors, or upstream providers;
- Scheduled or unscheduled maintenance, outages, or service interruptions;
- Technical glitches, hardware or software failures, configuration errors, and other common issues arising from the operation of complex systems;
- Force majeure events or circumstances beyond CharityHost's reasonable control;
- Any other event or circumstance to the extent permitted by applicable law.

For clarity, all limitations, exclusions, and disclaimers of liability in this section are governed exclusively by the laws of the United States, regardless of the customer's place of residence or business, and no foreign law or jurisdiction shall expand or alter these limitations.



If any limitation, exclusion, or disclaimer in this section is found to be invalid or unenforceable for any reason, CharityHost's aggregate liability will not exceed the amount paid for Services in the twelve months preceding the event giving rise to the claim.

10. Agreement and Acceptance

By creating an account or ordering Services, Customers confirm they have read, understood, and agree to these Terms and all referenced policies.

11. Term and Renewal

The Agreement begins on the Effective Service Date (invoice date) and continues until all Services expire or are terminated. Services renew automatically unless cancelled per the procedures posted on the website.

12. Assignment

Customers may not assign this Agreement or Services without CharityHost's prior written consent, except as permitted in the AUP.

13. Indemnification

Customers shall indemnify and hold harmless CharityHost from any claims, losses, or damages arising from Service misuse, content, or Customer actions, as further detailed in the AUP.

14. Confidentiality

Neither party will disclose non-public information except as required by law or as permitted in these Terms.

15. Force Majeure

Except for the obligation to make payments for Service(s) rendered, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to: acts of war, acts of God, earthquake, flood,



embargo, riot, sabotage, labor shortage or dispute, acts of government, failure of the Internet, terrorist acts, failure of third parties, utility power failure, or failure of communication lines.

16. Severability

If any provision is held unenforceable, the remainder remains in effect.

17. Waiver

Failure to enforce any provision does not waive any rights.

18. Notices

All legal notices must be sent via email to support@charityhost.org or through the support portal at <https://charityhost.org/account/submitticket.php>.

19. Refund Policy

Refund eligibility, timeframes, proration, exclusions, and process are governed by the posted [Refund Policy](#).

20. Entire Agreement

These Terms, together with all referenced policies, constitute the entire agreement between CharityHost and the Customer regarding Services.

21. Third Party Beneficiaries

No third party is entitled to enforce any part of these Terms.

22. Conflicts

If these Terms conflict with the AUP or other posted policies, the AUP shall control on matters of acceptable use, abuse, enforcement, and customer responsibility.



23. Newsletter, Communications, and Promotional Emails

Account registration subscribes Customers to emails. CharityHost may send emails and communications to Customers at the provided contact addresses, including to Customers who do not have any active products or services, unless they have opted out. Customers may unsubscribe at any time using the link provided in each email.

End of Terms of Service