

## **Terms of Service**

By using the services of Okupateco Solutions (also referred as “Company” or “Team”), the Customer (hereby referred as “Client”) agrees to the following Terms and Conditions and to abide by them at all times. These terms may change at any time for any reason, with or without notification. Failure to abide by the terms set forth in this document may subject the client’s product(s) and/or service(s) to termination.

### **Client Accounts**

The Client must be at least 16 years of age to operate an account.

### **Client Responsibilities**

The Client understands and accepts that services provided by Okupateco Solutions are not managed by the company and the Client must manage their own service(s) provided by the company-unless otherwise specified in contract.

### **Client Details**

The Client must maintain an up-to-date account with the following fields: first name, last name, company name (if applicable), e-mail address, mailing address or PO box, city, state/province, zip/postal code, country, and phone number. Should the client not provide valid account details their account may be suspended and/or terminated.

### **Business Accounts**

Business Accounts must be opened by an individual who is authorized to act on behalf of the company and must associate their legal first and last name with the account. We reserve the right to request additional documentation showing evidence that the individual is responsible for business affairs

### **Purchases/Orders**

The Client’s order(s) are subject to a manual review by the Company’s team to prevent fraudulent order(s). Any order(s) and/or client(s) can be denied service for any reason deemed appropriate by the Team.

### **Dedicated Servers**

Dedicated Servers may take upto 96 hours to provision.

### **Virtual Private Servers**

VPSes may take upto 6 hours to provision.

### **Web Hosting**

Web Hosting may take upto 6 hours to provision.

### **Game Servers**

Game Servers may take upto 6 hours to provision.

### **Cancellation Requests**

The Customer may request cancellation at any time in accordance with the cancellation guidelines below. Should the guidelines below not be followed the customer may be billed for the following month of service despite the cancellation request.

#### Web Hosting

The customer must provide the company with a minimum of 24 hours notice prior to the renewal date.

#### Virtual Private Servers

The customer must provide the company with a minimum of 24 hours notice prior to the renewal date.

#### Dedicated Servers

The customer must provide the company with a minimum of 30 days notice prior to the renewal date.

#### Game Servers

The customer must provide the company with a minimum of 24 hours notice prior to the renewal date.

#### **Invoices and Payments**

The company will issue an invoice for the client 14 days prior to the due date. Automated payment attempts, if applicable, will be charged on the due date. If the automated payment fails no further attempts will be made to charge the debit/credit card and the customer will receive an email stating the automatic charge has failed.

The Company is not responsible for any over-payments due to the Client's failure to cancel automatic payments on any third-party payment processors. Over payments will be added to the Client's credit balance.

#### Payment Chargebacks

If the customer opens a dispute or chargeback, the company can withhold access to the service(s) as the service is no longer paid for. The company has the right to record the client's chargeback/dispute and customer data (as per the privacy policy) for the means of fraud prevention. The client can withdraw the dispute or chargeback to regain access to service(s).

The customer may be held liable for a dispute handling fee, as deemed necessary by the Management team.

#### **Support Etiquette**

The Company expects the client to conduct business in a professional and respectful manner. Should the customer exhibit belligerent behavior, the Management of the company reserves the right to suspend or terminate the service without refund or compensation. This includes, but is not limited to the following behavior:

- Vulgar language
- Racist, sexist, or derogatory comments towards or regarding Team members.
- Abuse of the support system by repetitive messages intended to disrupt the Team's ability to help/service other Client(s).

### **Data Backup Policy**

The Client is to maintain their own backups unless otherwise stipulated in contract. The Company shall not be liable for damages related to loss of data unless The Company has made contractual arrangements to maintain backups of customer data.

### **Account Credits**

The Client may add funds to their account credit at any time via the Client Area. The client accepts that account credits are not refundable and only redeemable on Okupateco Solutions Service(s).

### **Promotional Offers**

Promotional offers allow the Client to receive service(s) at a discounted rate or in a bundled package. The Client reserves the right to contact the Team for clarification of the Offer at any time. Promotional offers may be changed or voided by the company at any time for any reason, changes would be subject to the next billing period.

## **Privacy Policy**

Okupateco Solutions provides service to clients across the world, and to protect our client's privacy and rights we have established and strictly adhere to this Privacy Policy.

### **The Information We Collect**

Okupateco Solutions collects personally identifiable information from any users of our site. We collect information about how our users interact with our site, time spent on pages, and we use *cookies* to track how users interact with our site.

### **How We Use This Information**

Okupateco Solutions may use this personally identifiable information to contact users regarding services and promotions being offered by Okupateco Solutions and its business partners. Okupateco Solutions will also use information to optimize and benchmark our services and site layout. At no time will Okupateco Solutions sell user data to any entity for marketing or mailing purposes. Personal information shall not be sold or transferred to our business partners or any third parties without your consent, unless required by applicable laws.

## **Acceptable Use Policy**

Okupateco Solutions strives to offer high performance services worldwide, and to help us achieve our goals we have the following Acceptable Use Policy which is meant more for a guideline and not meant to be restricting.

All services with Okupateco Solutions must be used for lawful purposes only. Any transfer or storage of any data in violation of any Canada Federal, Provincial, or City law is prohibited. Services that are offered in other locations must adhere to that locale's laws and regulations.

### Prohibited Use

The following is prohibited among all our services:

- Copyrighted content hosting and/or linking to pirated content
- Open proxies
- Stressers/booter websites
- Mail/SMS bombers
- Resource intensive activities (CPU, I/O, Network etc)
- IP spoofing
- Distribution of credentials and/or personal information
- Denial of Service (D)DoS attacks
- TOR exit nodes
- Open DNS resolvers
- Cracking
- Botnets
- Illegal pornography
- Destructive activities including but not limited to phishing, malware and/or distributing malicious content
- Illegal activities including but not limited to ponzi schemes, pyramid schemes, phishing, scam websites and pirating software

Any violations will result in immediate termination of service.

### Fair Usage

Unlimited claims have software as well as hardware limitations, therefore are subject to a discretionary fair use policy. Our Shared Hosting plans are intended only to be used for content relevant to the hosted website. Any form of backup storage, file sharing, video hosting on our Shared Hosting plans is prohibited. VPSes do not have any fair usage limitations on storage, however if your VPS is affecting the performance of other clients we reserve the right to move your VPS to a different node. If you are persistently reaching these limits, we may request that you upgrade your plan (if applicable) or move to a more powerful environment such as a dedicated server.

### **Shared Hosting**

All accounts are protected by CloudLinux virtualization software. The resources on each node are not dedicated to a single account, and no right to use the entirety of any resource is given. This is in place to lessen malicious activity and/or abusive conduct from affecting other clients on the same node. If you are constantly reaching these limits we may ask you to upgrade your service to a more powerful service, such as a VPS or dedicated server. We retain the right to

change these limits as deemed necessary by management without notice, and to suspend service(s) that we find to be reaching resource limitations with malicious intent.

Outgoing mail on all of our cPanel nodes are limited to 500 emails per hour per client account, we may alter this limit without prior notice at any time.

SSH access is jailed by CloudLinux LVE to prevent access to other clients data and to prevent damages to the node. If you're found to be installing or running processes that try to jailbreak or are not related to your hosted website we will kill the process and revoke your SSH access. Persistent abuse may result in an account suspension/termination.

### **Virtual Private Servers**

The nature of our VPS platform works by sharing CPU, network, and disk I/O with other users on the same node. If your VPS is persistently using these resource(s) for a prolonged length of time and/or it disrupts other users on the same node, we will notify you to reduce your usage via a ticket. Severe cases will result in a VPS reboot, shutdown, or suspension. Failure to acknowledge an abuse ticket may result in a suspension of your VPS.

All of our VPSes are unmanaged, we will only provide support for ISO/OS Template problems, Network connectivity issues, and server hardware issues.