



SPUN inc.

## **Web Hosting Terms and Conditions of SPUN inc.**

(Available at <http://www.spun-shop.com/terms> )

This document also serves as the Terms and Conditions of SPUN inc.

In this document, "you" and "your" refers to the Client or its agent/representative. "We", "us", "our" and "ours" refers to SPUN inc. "Service" or "services" refers to the services offered by SPUN inc., either Web Hosting services, including, but not limited to, HTTP, email, FTP, SSH and Telnet, or domain name registration, or programming services, or sales, or support, or provision of other services by SPUN inc.

Your usage of the service(s) indicates your acceptance of these Web Hosting Terms and Conditions.

### 1. Responsibility:

1.1 You agree and recognize that you have the full legal responsibility over the contents and the material put or transmitted through the services of SPUN inc.

1.2 You are responsible for making sure that you meet and respect the conditions for registration of specific domain names (country codes and generic top level domains). Such conditions might include residency or presence in a certain country or geographical region, etc.

1.3 You are responsible of keeping the WHOIS information of your domain name up to date. Under ICANN (the Internet Corporation for Assigned Names and Numbers) rules, providing false contact information can be ground for domain name cancellation.

You can ask us to update your WHOIS information when needed, and we will happily update it for you.

1.4 It is forbidden to use the services of SPUN inc. for any illegal activity, including, but not limited to, conducting any illegal business or activity.

1.5 The services of SPUN inc. cannot be used store or transmit any obscene, threatening, offensive, defamatory, illegal content or material, including content or material that violates intellectual property rights.

1.6 Spamming (the mass-mailing of unsolicited emails to a large number of recipients) is TOTALLY PROHIBITED.

1.7 If you are found spamming, you agree to pay a damage fee of 1\$ per spam email sent through the services of SPUN inc., up to 5000\$ per incident.

## 2. Technical Support:

2.1 The technical support email contact is: support AT spun-shop.com

## 3. Backups:

3.1 You agree that it is your responsibility to make frequent backups of your data stored with this Service. In no case would SPUN inc. be liable for a loss of your data.

3.2 You agree that if you wish to restore your account and/or retrieve files from a backup periodically made by SPUN inc. (according to availabilities - no warranty is given), you will pay for the time required to retrieve your account and/or files from the backup systems at the hourly rate of 75\$/h, minimum 40\$.

## 4. Uptime Warranty:

4.1 SPUN inc. guaranties a 98% monthly uptime of its servers for its Web Hosting services.

4.2 SPUN inc. will refund you 5% of your monthly payment, up to a maximum of 100% of your monthly payment, for every 1% of uptime below 98% on any given calendar month.

4.3 The percentage will be calculated on the time your first email or support request was received from you, up to the time the specific outage is solved. Data or reports from an external monitoring service will not be accepted.

4.4 This uptime warranty does not apply to any software and/or programs developed by SPUN inc. or by you.

4.5 Scheduled maintenance is excluded from the uptime warranty.

## 5. Account:

5.1 Domain names registered by SPUN inc for you or hosted on the servers of SPUN inc without any hosting account or redirection service will have a parking page and/or monetization links by and for SPUN inc.

5.2 You agree to inform us of any change in your email address, postal address and/or phone number, otherwise SPUN inc might not be able to contact you for the renewal of your services. Your services could be terminated and you could loose your domain name ownership as a consequence of that. You agree that your account can be deactivated or terminated if SPUN inc is unable to reach you with the contact details it has on file.

## 6. Renewal:

6.1 The services of SPUN inc. will automatically renew for successive periods unless a written notice of non-renewal is given at least 30 days prior to the expiration term of your service. You agree that until and unless you notify us in writing, those services are considered active, billable, and will be billed on a recurring basis.

It costs us on an ongoing basis to provide space, bandwidth, monitoring and maintenance to provide services of our clients. We continue to provide these services for your use until you cancel with us therefore we will not know nor care if you are not using the services of SPUN inc. (e.g. space) after we have provided it.

6.2 If you choose not to renew a service of SPUN inc., you agree that you will lose all right on this service at the expiration of the term of the service, as stated in the clause 6.3.

## 7. Payment

7.1 The fees and costs of the services provided by SPUN inc., including but not limited to web hosting and domain name registration and SSL certificates are not refundable.

7.2 You agree to pay the invoices from SPUN inc. within 30 days, unless otherwise agreed in writing.

7.3 You agree to pay monthly interest of 2,50% (34,49% annually) for invoices unpaid for more than 30 days. (We are a computer service company, not a lending agency! ;) Prompt payments permit us to keep our prices low.)

7.4 You agree to pay a fee of 35\$ for each refused payment (e.g. bounced check, reverted credit card payment, reverted or bounced PayPal payment, etc.)

7.5 You agree that SPUN inc. has the right to suspend your account or to remove you access to the services of SPUN inc. if you have an invoice unpaid for more than 30 days or if your hosting period is expired and your renewal payment hasn't been received by SPUN inc. A re-activation fee of 35\$ will apply to restore the account or the services.

7.6 You agree that, if an invoice is unpaid for 90 days or more, you are losing all rights on the services provided by SPUN inc. For domain name registrations, that includes losing all rights and ownership on the domain name. SPUN inc. may, at its sole discretion, delete the domain name, or transfer the ownership to itself or to a third party, and use the domain name in any way, including but not limited to, monetization. The unpaid invoice plus interests remain fully payable.

7.7 You agree to pay to SPUN inc. the entire fees and costs of collection agencies (minimum 75\$) and/or entire legal fees paid by SPUN inc. for collecting due invoices by you.

## 8. Account termination:

8.1 You agree that SPUN inc. has the right to suspend your account or remove it from its servers if, for any reason, your account is threatening the security or stability of the servers.

8.2 You agree that SPUN you loose all right on your account and on the services provided by SPUN inc. at the expiry date of your the services you have paid for. If your renewal payment has not reach SPUN in before the expiry date of the services, SPUN inc. may, at its sole discretion, terminate your account and delete all data that it contains.

8.3 You agree that SPUN inc may place a parking page and/or monetization links for SPUN inc on any domain(s) whose account have been terminated.

8.3 You agree that, if your services are not renewed, you are loosing all rights on the services provided by SPUN inc. For domain name registrations, that includes loosing all rights and ownership on the domain name. SPUN inc. may, at its sole discretion, delete the domain name, or transfer the ownership to itself or to a third party, and use the domain name in any way, including but not limited to, monetization.

8.4 You agree that your obligations stated in these Web Hosting Terms and Conditions remain fully valid even in the event of the termination of your account with SPUN inc.

## 9. Relations with employees or subcontractors of SPUN inc.:

9.1 Abuse of any kind (verbal abuse, threats, insults, etc.) to employees, subcontractors or the direction of SPUN inc. will not be tolerated, and may result in your account being suspended without prior notice. SPUN inc. will always treat you clients with respect, and we expect the same from you.

If you have any complaint, please write to [complaint \(AT\) spun-shop.com](mailto:complaint(AT)spun-shop.com)

9.2 In the event you would ask directly any employee or subcontractors of SPUN inc. to perform any type of work, paid or unpaid, you agree to pay to SPUN inc. an amount of 5000\$ or twice the last annual salary(for an employee) or the last annual invoicing (for a subcontractor), whichever of these amounts is bigger.

## 10. Terms and Conditions modifications and price modification:

10.1 These Web Hosting Terms and Conditions may be revised from time to time, without prior notice.

10.2 As any other business, SPUN inc may, from time to time, revise the prices of the services that SPUN inc is offering.

## 11. DISCLAIMER OF WARRANTIES:

### 11.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

11.1.1 - YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPUN INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11.1.2 - SPUN INC. MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

## 12. LIMITATION OF LIABILITY:

12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SPUN INC. BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, USE OR OTHER TANGIBLE OR INTANGIBLE LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT OR DATA OR TRANSMISSIONS, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SPUN INC. HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

12.2 You agree to indemnify and hold SPUN inc. and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms and Conditions or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

## 13. Miscellaneous:

13.1 You agree that, in the event that a clause of these Terms and Conditions is not applicable or is invalidated by a court, the rest of these Terms and Conditions remain valid.

13.2 These Terms and Conditions are governed by the laws of the province of Québec, Canada. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Longueuil, Québec, Canada, in all disputes arising out of or relating to the use of the services of SPUN inc.

[End of the Web Hosting Terms and Conditions of SPUN inc.]