

Terms of Use **KindaCloud**

Last Updated Stp 2, 2020

These Terms of Service ("Agreement") are an agreement between KindaCloud ("we", "us", or "our"), and you ("User", "you", or "your"). This agreement sets in place the terms and conditions for the use of any products and services set forth by KindaCloud. Please read carefully to ensure you understand our terms before purchasing any of our products or services.

Account Eligibility

- a. By registering for and using our services, you represent that:
 - You are at least 16 years of age. The Services are intended for use by users who are 16 years and older. Any registration, use of, or access to our services by anyone under 16 is a violation of this Agreement.
 - If you use our services on behalf of another party, you agree that you are authorized to bind such other party to this Agreement and to act on such other party's behalf with respect to any actions you take in connection with the services.

- b. It is your responsibility to provide accurate, complete, and current customer information on registration forms. The email address that you use to sign up must be different from the domain that you are signing up with. If there is a reason for us to contact you, we will contact you using this email address.

- c. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the security of your account.

- d. Any dedicated IP order is subject to IP justification. IP justification policies may change to comply with the Indian Registry for Internet Names and Numbers (IRINN), American Registry for Internet Numbers (ARIN) and Réseaux IP Européens Network Coordination Centre (RIPE).

- e. You agree that changing the main domain on an account will incur a fee of \$10 for each time the main domain is changed.

Website Migrations

- a. Our website migration service is provided as a courtesy. Our team will make every effort to help move your website to us, but we do not make any guarantees regarding the availability, possibility, or time required to transfer an account. Our free migration service is available for 30 days after your sign-up date. Transfers outside of the 30 day period will incur a charge as specified below:
 - cPanel transfers: \$6.50/account
 - Non cPanel transfers: \$10.50/account

b. Our VPS migration service is also provided as a courtesy. Our team will make every effort to transfer your VPS server, but we do not make any guarantees regarding the availability, possibility, or time required to transfer a VPS account. If a user wants to move their VPS from one location to another, KindaCloud will migrate the VPS for free for the first time. Additional migrations will incur a \$5 charge per each migration. For example, if the user signs up with a VPS in France and would like to move the VPS to Los Angeles, this first migration is free. A subsequent migration would cost \$5.

User Content

a. You may be able to upload, store, publish, display, and distribute information, text photos, videos, and other content on or through our services (collectively referred to as, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted by us. You are solely responsible for ensuring that User Content complies with this agreement.

b. KindaCloud exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through KindaCloud's computers, networks, or points of presence. KindaCloud does not monitor User Content. You agree and acknowledge that KindaCloud may take corrective action in KindaCloud's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate and all Services without refund if you violate the terms of this Agreement. You hereby agree that KindaCloud will have no liability due to the corrective action that KindaCloud may take.

Account Security and KindaCloud Systems

a. It is your responsibility to ensure that scripts and programs installed under your account are secure and that permissions of directories and files are set properly, regardless of the installation method. Users are ultimately responsible for all actions taken under their account, including the compromise of credentials such as username and password.

b. The services, including all related equipment, networks, and network devices are provided only for authorized customer use. KindaCloud may, but is not obligated to, monitor our systems to ensure that use is authorized to facilitate protection against unauthorized access, to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, or copied and used for authorized purposes. By using our services, you consent to monitoring of network services for these purposes.

c. Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. This includes but is not limited to denial of service attacks, brute force attacks, email spam, and web spam.

d. Any account which causes us to receive an abuse report may be suspended or terminated. If you do not remove malicious content after being notified, we reserve the right to leave access to services disabled.

e. We reserve the right to impose fees for verified abuse. Payment must be made for abuse of services prior to account re-activation. We reserve the right to deviate from our abuse schedule as we see fit. Our abuse fee schedule is as follows: -First notice: no charge. -Second notice: \$5 penalty. -Third notice: \$25 penalty. -Fourth notice: Account Termination.

HIPAA Disclaimer

a. We are not "HIPAA compliant". Customers requiring secure storage of "protected health information" as define under the federal Health Insurance Portability and Accountability Act (HIPAA) are expressly prohibited from using the services for such purposes.

Billing and Payment Information

a. It is your responsibility to ensure that your payment information is up to date and that all invoices are paid on time. You agree to pay for the services in advance of the time period during which such services are provided. Subject to applicable laws, rules, and regulations, payments received will be applied to the oldest outstanding invoice in your billing account first.

b. Unless otherwise provided, you agree that you will be billed on an automatically recurring basis to prevent the disruption to your services.

c. All invoices must be paid within 2 days of the invoice due date. Any invoice that is outstanding for more than 2 days may result in the suspension of your service. Access to the account will not be restored until payment has been received. We reserve the right to charge a 15% late fee in addition to the invoice.

e. It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, payment methods, or identities. We may report misuse or fraudulent use to governmental and law enforcement authorities, credit reporting services, financial institutions, and credit card companies.

f. You may dispute an invoice with KindaCloud prior to its due date. If you have any questions about a charge on your account, you may reach out to the billing department for assistance. Opening a dispute with your credit card company or initiating a chargeback is a violation of this agreement, and may incur an additional \$75 chargeback fee.

Money Back Guarantee

a. KindaCloud provides a 30 day money back guarantee for shared, reseller, and VPS accounts. The following are eligibility requirements for the money back guarantee. Customers must meet all eligibility requirements in order to be awarded the refund as per our money back guarantee:

- you have a problem in your service
- You have not been a customer of KindaCloud in the past.

- Abuse or misuse has not occurred on your service (see "Account Security and KindaCloud Systems", "CPU, Bandwidth, and Disk Usage").
 - You have not initiated a dispute or chargeback.
 - You have been a customer in good standing of the service for no less than 20 days and no more than 30 days.
 - Money back guarantee applies with the base of yearly billing cycle.
 - Any violations of this agreement will waive your right to a refund.
- CPU, Bandwidth, and Disk Usage
- a. All use of hosting space provided by KindaCloud is subject to the the terms of this agreement and the Acceptable Use Policy.

Backups and Data Loss

- a. Your use of our services is at your sole risk. and for your privacy content when don't save your back-up
- b.

Limitation of Liability

- a. In no event with KindaCloud, its directors, employees, or agents be liable to you or any person for any direct, consequential, incidental, special, or punitive damages, including for any lost profits or lost data arising from your use of the services, or any user content, user websites, or any other materials accessed or downloaded through the services, even if KindaCloud is aware of the possibility of such damages.

Indemnification

- a. You agree to indemnify, defend, and hold harmless KindaCloud, our affiliates, and our respective officers, directors, employees, and agents. The terms of this section shall survive any termination of this agreement.