

## **Terms of Service**

GoCloudy offers you products and services on the following terms. By buying or using our service in any way you are agreeing to comply with these terms. We reserve the right to modify and amend these terms at any time without notice. It is your responsibility to remain informed of our current policies. If you have any questions or concerns regarding our TOS, please contact us at [info@gocloudy.co](mailto:info@gocloudy.co).

## **Your liability for content and conduct**

You are responsible for any content that you make publish, upload or transmit on or through the service. You will not use the service to distribute, link to or request content that:

1. Is unlawful, harmful to minors, vulgar, harassing, abusive, defamatory, threatening, gratuitously violent, obscene, invasive of other's privacy or racially, ethnically or otherwise offensive.
2. Includes personally identifiable information about children without parental consent.
3. Infringes someone else's intellectual property or other rights.
4. Advocates or solicits violence or other criminal conduct.
5. Violates any contract, regulation, copyright or law.
6. Promotes participation in pyramid or multi-level marketing initiatives.
7. Constitutes illegal gambling.
8. Specifically advertises pornography or any product or service that is illegal.
9. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage or limit the functioning of any software, hardware, or telecommunications equipment.
10. Executes mass mailing, spam or unsolicited e-mail.

You will also obey all applicable laws and regulations regarding online conduct and content. You will not copy, distribute or commercially exploit any part of the service.

The following services are strictly prohibited on our servers:

1. Any Proxy Servers and Proxy Scripts.
2. Cast-Control or any other SHOUTcast startup scripts.
3. Any script which uses a large flat file database(s).
4. Shell, SSH, Telnet Scripts and/or any alternatives.
5. Nulled/illegal scripts, products or licenses

Accounts with these scripts on will be suspended without any warning. Repeated offences will lead to account termination without a refund.

## **Anti-Spam and Bulk Email**

Clients understand that unsolicited mass e-mailing (also referred to as spam, unsolicited bulk e-mail, and unsolicited commercial e-mail) or the use of automated scripts to post comments or links to multiple, nonclient owned blogs, forums, guest books, internet messengers, phones or other internet connected media is strictly forbidden. The client agrees to pay for any fees or damage in result of the spam within their account. We reserve the right to suspend or cancel any or all accounts without notice, due to the violation of this policy.

## **Account Auditing**

GoCloudy may regularly audit server accounts for abuse, if any of the abuse policies in these terms of service are violated and GoCloudy incurs additional cost(s) you may be required to pay a fine to GoCloudy for unintended and/or deliberate violations as compensation for damages. In addition,

GoCloudy may take legal action in response to any acts of abuse which may result in additional financial penalties. GoCloudy reserves the right to transfer any content that is perceived (in the sole discretion of GoCloudy to be in violation of these terms of service to the appropriate authorities for prosecution, enforcement and/or legal action).

### **Client Account Information**

You agree to submit accurate and current information on all registration forms to GoCloudy and on the server. Using temporarily email providers is forbidden. You will not impersonate any person or entity, misrepresent your affiliation with a person or entity or misrepresent the origin of any materials distributed through the service. Using a proxy or VPN while registering is strictly forbidden.

### **Refund Policy**

Any web hosting service(s) are eligible for refunds, but only at GoCloudy discretion. Refunds are usually issued by account client credit to order another service with GoCloudy. PayPal refunds will be authorized depending on the reason for the cancellation, refunds within 14 days of first purchase will be refunded by the original payment method. All fees to do with setup, handling, transaction or modification fees are taken out of the refundable amount. All other services which GoCloudy provide are not refundable.

We will honor our 14 day money back guarantee period depending on why the customer is cancelling. Violations of our terms of service leading to account suspension or termination will result in account closure with no issued refund.

### **Server Abuse and CPU/ Memory Usage**

Any attempts to cause harm to a GoCloudy server is strictly prohibited and will result in account suspension or termination without a refund. Accounts that use more than 25% of the CPU and or memory usage for a period of 10 minutes may be subject to a temporary suspension. (Continual) abuse may result in termination of the service.

If an account causes excessive server loading due to CPU and/or memory utilization on the server, and this load is deemed by technical support team to be at risk of crashing or handing the server, the account may be temporarily suspended or have the specific scripts disabled/removed in order to prevent and/or stop the excessive load. This action may be taken without notice to the customer.

### **Refusal of Service**

We reserve the right to refuse or cancel any service at our sole discretion, for any or no reason. All clients are expected to pay their invoices promptly. Accounts that are past due for 5 days will be subject to a temporary deactivation (suspension) of their service. Accounts past the due in excess of 10 days of nonpayment will be cancelled (terminated).

### **Bandwidth Overages**

You are allocated a set monthly bandwidth allowance. This allowance varies depending on the service you have purchased. Should you go over your limit you need to contact the sales team and arrange a upgrade. This is subject to additional an additional charge.

### **Data Storage and Backups**

Clients must be aware that it is their responsibility to frequently backup any information that they host on our servers. We are not responsible for any files, scripts, coding or data that may be lost, corrupted or abused in a server-related issue. We are not responsible for recovering any damaged or lost files, regardless of the plan and options purchased. Clients are responsible for making back-up files in connection with their use of the services they have purchased.

## **Support**

GoCloudy is not responsible for correcting system software and/or server faults caused by your website or software installations (including, but not limited to, incompatible upgrades), but may offer to correct these faults at current labor rates.

## **Payment**

Full payment is required in advance before hosting service is established. You grant GoCloudy the right to debit your PayPal or Credit/Debit Card account you provided on the order form for the services you signed up for on a recurring basis until such service is cancelled by you in writing by using the cancellation form provided in the client area. If payment is not received by 10 days after renewal date, your account may be terminated.

Invoices for the renewal of a product are generated automatically via an automated system 14 days before your next payment is due. If you, the client, do not make GoCloudy aware of any late payment before the due date, a late payment fee of €2.50 will be added to the invoice. GoCloudy reserves the right to withdraw the late payment fee on a client's invoice at its discretion.

PayPal Subscriptions are the responsibility of the client. Until the subscription has been cancelled, GoCloudy still has the right to debit your PayPal account, even though it is automatic via PayPal. If you have cancelled your package, you need to make sure that you have cancelled your subscription. Refunds for not cancelling your subscription are at the discretion of GoCloudy management.

Your account will be automatically renewed under the same time and fee structure unless you give written notice to GoCloudy 5 days before the renewal date that you do not wish to renew such account.

## **Terms of Service Modification**

GoCloudy reserves the right to modify, change or add items to our terms of service at any time when we feel it is necessary without prior notification to customers.

## **Free Webhosting**

You will be completely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, data, work, information and/or materials on, within, displayed, linked or transmitted to, from or through your website, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, meta tags, domain names, software and text. Your website content shall also include any registered domain names provided by you or registered on behalf of you in connection with the hosting services.

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