



Hosting Agreement

Last Revised: 05/2021

Policy: A1004

The Universal Terms of Service Agreement sets forth the general terms and conditions of your use of the Site and the Services. This Hosting Service Agreement this (“Service Agreement”) governs your use of Arkto Digital, LLC’s Hosting services (“Hosting Services”). Capitalized terms used in this Service Agreement, but not defined are defined in the Agreement. Arkto Digital, LLC. may also be referred to as (“Arkto Digital”).

1. Description of Services

- **Web Hosting:** Web Hosting plans allow you to your website files in one or more servers. Resources are shared between many customers on the same server(s) but each customer is given a unique address (DNS).
- **Website Care Plans:** Website Care Plans, you get the benefits of your getting your website online, but we manage it for you including security updates, CMS updates, backups and more.
- **Hosting Backup:** Hosting backup services save your website files at the duration of your specified Web Hosting or Website Care Plan. These files are available for restoration within 6 days of the backup being generated. Hosting backup services are terminated if a Web Hosting or Website Care Plan is terminated as well.
- **Game Server Hosting:** You choose an available game format, and we provide you with a server to access and modify depending on specific plans to play online with others.

2. Account Termination; Limitations

2.1 **Migration of Servers:** It may be necessary for us to migrate our servers, as a normal course of business. As a result, you may be assigned a different IP number. We do not warrant that your given IP numbers will remain consistent.

2.2 **Termination of Hosting Services:** Upon the expiration or termination of your Hosting Services, you must immediately discontinue the use of the Hosting Services and relinquish the use of the IP address(es) and sever names assigned to you in connection with Hosting Services, including pointing the domain name servers (DNS) for your domain name(s) away from our servers. Prior to the termination of the Hosting Services, you are responsible for moving your website or server content off of our servers. We will not transfer your website or server content to another provider. If you do not move your website or server content off of our servers prior to cancellation, we will delete all content and we will not provide a copy of such content.

2.3 **Storage Capacity:** The total amount of available storage capacity for your particular Hosting Service(s) may differ from the represented capacity, as there is required space for operating system(s), system file(s) and other supporting file(s).

3. Acceptable Use of Hosting Services:

The following activities and content are strictly prohibited as per this agreement to all products and services offered by Arkto Digital, LLC.

- **Illegal Activity:** The use of Arkto Digital's Hosting Services are for lawful purposes only. Transmission of any material in violation of any Country, Federal, State or Local regulation is prohibited. Child pornography is strictly prohibited. The housing of any copyrighted material (to which the customer does not hold the copyright or appropriate license) on Arkto Digital's Hosting Services is prohibited. Using Arkto Digital's servers or network to conspire to commit or support the commission of illegal activities is forbidden.
- **Hacking:** Websites dedicated to the discussion of, support of, or in any relation to hacking or the distribution of hacking tools are prohibited. The use of Arkto Digital's computer systems, network or resources to access any system, service or network without the owner's consent is forbidden.
- **Service Interruptions:** Any activity which causes the service interruption to Arkto Digital's network, servers or any outside network is prohibited. This includes, but is not limited to, the execution of Denial of Service attacks or other maliciously configured software.
- **Anonymous Proxies:** Anonymous proxies are forbidden on Arkto Digital's networks or servers.
- **Spamming:** The use of Arkto Digital's networks, servers or services to initiate spam activity or encourage spam activity is forbidden. Allowing spam activity to take place on, or targeted at Arkto Digital's networks, servers or services is forbidden.
- **Harvesting Personal Information:** Collecting or using email addresses, screen names or other personal identifiers without the consent of the person identified (including, without limitation, phishing, internet scamming, password robbery, spidery and harvesting) is forbidden.
- **Blacklisting:** Arkto Digital will take reasonable action to protect its IP numbers from abuse databases or blacklists such as Spamhaus, including suspension and/or termination of a customer's service, regardless of whether the IP numbers listed were a result of your actions.
- **Investment Sites:** FOREX, egold exchange, etc. are forbidden.
- **Spoofing/Impersonation:** The use of Arkto Digital networks, servers or services to impersonate a person or entity, through any means, is prohibited.
- **Spamdexing:** Black Hat SEO, Spamdexing and "Scraper Sites" and any related activities are prohibited. These can have an impact to server performance. Any conduct that is likely to result in retaliation against Arkto Digital's network, servers or services, or Arkto Digital's employees, officers or other ages, including engaging in behavior that results in any server being the target of a denial of service attack (DoS) are prohibited.
- **Personal Backups:** The use of Arkto Digital Web Hosting servers is primarily for the purpose of hosting a website, and associated email functions. Data uploaded must be primarily for this purpose.

Arkto Digital Web Hosting services are not to be used for data backup or archiving purposes. (e.g. storing personal mail archives, personal files, images, or utilizing Arkto Digital servers like a cloud storage solution such as OneDrive.)

We reserve the right to **delete** any files within Arkto Digital servers that violate these terms or are of an excessively large size. (As defined at the discretion of Arkto Digital.) We also reserve the right to negotiate additional charges upon customer accounts and/or the discontinuation of the backups/archives at their discretion. If a customer exceeds the allocated transfer bandwidth for a month, they will be billed at the rate of \$1 per additional 10GB.

- **Adult Content:** Arkto Digital, LLC. prohibits the use of adult content on any of its servers, networks or services. Even if the service includes a disclaimer. This includes but is not limited to, pornography, sexually explicit images or content and foul language. Adult content is defined at the sole discretion of Arkto Digital, LLC.
- **Abusive Scripts/Processes:** Scripts or processes that adversely affect the ability of any other customer to satisfactorily use their provided service is forbidden. This includes but is not limited to, CPU-intensive CGI/PHP scripts and websites for which the scale of traffic has exceeded the acceptable limits of a shared hosting environment.
- **IRC Bots/Bouncers:** All IRC bots and “bouncers” are forbidden.
- **BitTorrent Software:** All BitTorrent protocol and software is forbidden.
- **Proxy Software:** All proxy software, anonymous or otherwise, is forbidden.
- **Network Daemons:** Any process that opens a network socket to accept external network connections, is forbidden. Processes are allowed to bind to the local host only, but are held to the limitations placed on all other processes. They must not use up more than the allocated share of resources and they must not interfere with any other customers’ activities.

4. Service Uptime Guarantee

We offer a Service uptime guarantee of 99.9% (“Service Uptime Guarantee”) of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by Arkto Digital), you may contact us and request a credit of 5% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from Arkto Digital and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; (5) outages related to the reliability of certain programming environments; and (6) outages related to the suspension or termination of client accounts or services due to violations of legal agreements.

5. Violations of this Hosting Agreement

Arkto Digital, LLC. reserves the right to remove, suspend, terminate or restrict access to any client account, website or service existing on Arkto Digital networks or servers that violate the Acceptable Use of Hosting Services. In some cases, legal action may be taken against individuals or organizations that participate in illegal activity.

Arkto Digital, LLC. will work with law enforcement agencies participating in the investigation of any client, customer or user of our services or networks. This includes providing unrestricted access to websites, accounts, files, etc. to the extent as defined by law.

Contact Us

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Arkto Digital, LLC.

ATTN: Registered Agent

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