

# **OPERATING TERMS AND PRIVACY POLICY**

## **MASTER USER POLICY**

**Dated October 7, 2015**

## 1. Binding Agreement

Upon creating an account with us, you agree that this is a legally binding contract between us (“Arch Industries”, “Arch Industries, LLC.”, “Arch”, “we”, “archhosting.net”, “Arch Hosting”), and you (the “client”).

**1.1** By creating an account with us, you agree that you have read in full the Terms of Service and understand the rules that are bound to. Should you disagree to any part of this document, please contact us to cancel your service immediately.

**1.2** Both the client and Arch Hosting maintain the ability to terminate the contract (an exception would be in the event of the client having outstanding bills, and the clause illustrated in section 3.3) at any time.

## 2. Refund Policy

The client has up to 24 hours from the date they submitted payment for their order to request a refund - no questions asked. After 24 hours have elapsed, refunds will be given only at the discretion of Arch Hosting.

**2.1** SLA credits may be provided in the event of a service failure (on our part), or any other event that could lead to client service downtime or inaccessibility. SLA credits will not be given for downtime-causing events outside of our reasonable control (e.g. “force majeure” events, DDoS attacks).

**2.2** In the event of a client payment chargeback, this contract may become void (at the discretion of Arch Hosting) and we will have no obligation to continue service with the client.

## 3. Disclaimer

Arch Hosting is in no way responsible or liable for the actions you perform while using our services.

**3.1** Arch Hosting will cooperate with verified law enforcement officials (domestic or foreign) attempting to identify or apprehend a malicious user. Any non-LEA legitimate takedown notice or abuse complaint will be forwarded to the client, and, if a resolution is not reached within a timely manner, may result in service suspension or termination.

**3.2** Under no circumstance, including negligence, shall Arch Hosting be held liable for the loss of data, loss of profits, or other similar data. We can not stress enough the importance of maintaining your own off-site backups.

**3.3** You agree to indemnify, defend and hold harmless Arch Hosting and associated parties from any claims, damages, losses, liabilities, suits, actions, demands, proceedings, or expenses threatened, asserted, or filed by a third party against any of the indemnified parties arising out of A) your use of our service, B) your violation of our Terms of Service, C) a breach in your warranties or contracts, and D) any acts or omissions by you. This section shall survive any termination of this agreement.

#### **4. Acceptable Usage Policy**

Arch Hosting forbids A) any activity that will affect other clients, B) uploading of content that would be deemed illegal in the United States of America, and C) activity or content that we list below:

- a. Child pornography, or pornographic images involving minors (under the age of 18). A police report will be filed.
- b. SPAM, sending unsolicited communication either via email or other protocols
- c. Denial of service shells, denial of service tools, "booters," "stressers"
- d. Botnets, Java "drivebys", or malicious computer software (malware)
- e. Financial or banking scams & fraud websites
- f. Content that you do not have consent of the owner to reproduce, e.g. copyrighted material, nulled software, "warez"
- g. On web hosting accounts: automated software, scripts that run continuously, or daemons.
- h. Excessive resource usage; prolonged CPU usage using more than your allocated share of resources. This includes both processing speed and network port speed.
- i. Any other material that we would deem inappropriate for our services, at our discretion.

#### **5. Privacy Policy**

Arch Hosting collects information on all visitors to A) maintain a digital trail of access logs, which may be consulted in the event of a security breach, B) provide a higher level of customized support for clients, C) further understand our visitor's usage patterns of our services, and D) understand and enhance user experience.

**5.1** Arch Hosting uses cookies on most of our web services to identify clients and track their preferences over multiple browsing sessions.

**5.2** Arch Hosting does not sell, trade, or otherwise transfer any of your personally identifiable information to third parties. However, we may be forced to disclose client

information to specific law enforcement agencies if requested by a valid legal subpoena or warrant.

**5.3** Arch Hosting is COPPA compliant. At any time the client may request permanent removal of their data from our servers, as well as the ability to change the information we have on file for their account. Arch Hosting will not share client information without client consent.

All clients will be notified of future changes of our Master User Policy in their client area. It is the client's responsibility to maintain an up to date knowledge of our policies and abide by our requests.

Please do not hesitate to contact us if any part of this document is unclear or you require further explanation.



**Liam Cyrus Smith**

CEO & Founder

+1 (310) 853-3867

<https://archhosting.net/>

Infrastructure as a Service