

Cannatha Webhosting and or OYOP, a Dutch Company ("we") values our clients and wishes to provide them with the best possible hosting experience. To offer you the best service possible, you and our other clients need to accept and follow the policies and service agreement set forth below. These policies and service agreement are intended to permit our service to be available to all our clients as consistently and efficiently as possible. By subscribing to, or utilizing, our Web hosting or any related services, you agree to abide by and accept these policies and service agreement.

Signing up for the services creates a contract between you and Cannatha Webhosting and or OYOP, consisting of the order, the applicable service description and this user agreement. You are agreeing to be bound by the terms of this agreement and all terms and conditions incorporated by reference in this agreement, including our acceptable use policy.

## **Cannatha Webhosting and or OYOP's Policies**

### **Server Abuse**

Any act or attempt to undermine or cause harm to our servers, computers or clients is prohibited. CDN streaming is not permitted on our servers or network.

### **Unauthorized Use of Other People's Accounts or Computers**

Any unauthorized use or attempted use of an internet account or computer of ours or our other clients is prohibited. Such acts include "internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning, etc.

### **Spamming and Harmful Activities**

Our servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, mail bombs, subscribing someone else to a mailing list without that person's permission, hacking, spoofing, or any similar activity. Your domain may not be referenced as originator, intermediary or reply-to address in any of the above. Spamming via other hosting facilities which in turn contain links to a domain on our network is also prohibited. We consider spam any mass unsolicited messages or similar activity. You may not use our services or servers for disseminating or hosting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information. If we believe that you have violated this rule, we have the right to immediately, without notice, disable your domain and terminate service until we have acceptable assurance that you will abide by this rule. We similarly have the right to refuse or terminate service to you if we suspect that you will violate this policy. In addition, any site selling or promoting bulk e-mail services is also prohibited. Cannatha Webhosting and or OYOP does not allow the Camfrog software to be run on Cannatha Webhosting and or OYOP servers. Camfrog is being defined as the software downloaded from camfrog.com or other mirror sites.

### **Website Security**

Cannatha Webhosting and or OYOP utilizes advanced, industry standard, tools and protocols to keep our servers secure and to mitigate potential threats. These tools cannot secure against all possible threats however. Because of this, it is customer's sole and exclusive responsibility to determine if the security measures Cannatha Webhosting and or OYOP employs are appropriate for their needs. In particular, customers must ensure that scripts, applications, or programs used in conjunction with their website/account are secure and up to date.

This includes, but is not limited to, updating scripts, applications, or programs to the latest secure version available; maintaining and updating of passwords or other login credentials on an ongoing basis to ensure the security of their site and the security of other users on the server. Any scripts, applications, or programs available via the control panel interface are solely the customer's responsibility to update and secure.

Cannatha Webhosting and or OYOP will not be liable for loss or damages of any kind, under any legal theory, caused by the customers failure to comply with the foregoing security obligations or caused by any person to whom the customer grants access to the services we provide.

Customers agree to notify Cannatha Webhosting and or OYOP no later than thirty minutes of their discovery of any unauthorized uses of their services or any other breaches of security, and to cooperate fully, at Customer's expense, with any investigation and mitigation activities Cannatha Webhosting and or OYOP deems necessary.

## **IRC**

We do not allow IRC or IRC bots to be operated on our servers.

## **Backups**

### **Managed Services – Shared, Cloud, Reseller and Managed Dedicated Servers or Unmanaged Dedicated Server client who purchases External Server backups**

Cannatha Webhosting and or OYOP cannot guarantee that the contents of a Website will never be deleted or corrupted, or that a backup of a Website will always be available, accurate or complete.

You shall have sole responsibility for undertaking measures to maintain independent archival and backup copies of your content, and for checking the accuracy of your Website hosted by Cannatha Webhosting and or OYOP from time to time.

We have the right, but not the obligation, to make backup copies of the data you upload to our Cannatha Webhosting and or OYOP servers.

Cannatha Webhosting and or OYOP does store on a temporary basis backups which are intended for our disaster recovery.

## **Unmanaged Dedicated Servers**

You shall have sole responsibility for undertaking measures to maintain independent archival and backup copies of your content, and for checking the accuracy of your Website hosted by Cannatha Webhosting and or OYOP from time to time.

### **Lawful Purpose**

Use of our servers or services in any manner in violation of any state, local or Dutch law, rule or regulation is prohibited. Such prohibited use includes, but is not limited to, disseminating, posting or storage of any material in violation of any federal, state or local law, rule or regulation. Our servers and services may not be used for the propagation, distribution, housing, processing, storing or otherwise handling in any way lewd, obscene, pornographic or satanic materials. Also included is the posting or trafficking in government secrets, providing any information to in any way assist or encourage any terrorist activities, providing any information concerning nuclear or biological weapons or other weapons of mass destruction, posting or trafficking in obscene material, solicitation of a minor or others for illegal acts, dealing drugs, harassment, fraud, stalking, abuse or other subject matters that are prohibited under applicable federal, state or local law, rules or regulations.

### **Transfers**

Some hosting providers compile data in incompatible or proprietary formats, making it extremely difficult (sometimes impossible) to migrate portions of your data. Some platforms, like the Cannatha Webhosting and or OYOP Site Manager platform, have differences in core applications that if utilized make transfers unfeasible. Other providers disallow host-to-host transfers all together. If we cannot migrate your data in a timely and efficient manner, we will work with you through this process and notify you beforehand if further services can be offered and provide you with a cost estimate for such additional services.

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### **Online Gambling**

We do not allow online gambling activities to be operated from our servers.

### **Damaging Material**

You may not use our services or servers to post or disseminate in any manner, any information or material which may be dangerous, damaging, defamatory, libelous, slanderous, scandalous, private information or injurious to persons or property which, directly or indirectly, may be used to create danger, damage or injury to persons or property, nor may you use our services or servers to inflict emotional distress make unlawful threats, stalk, interfere with any contract or prospective relationships or engage in sexual or other harassment.

### **Adult Content**

Pornography is prohibited on Cannatha Webhosting and or OYOP servers. This includes sites that may provide links to adult content elsewhere.

### **Child Pornography**

The use of Cannatha Webhosting and or OYOP's services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. Cannatha Webhosting and or OYOP is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, its services.

### **Infringement**

You may not use our services or servers to post or disseminate in any manner, any information or material which infringes the intellectual property rights or other proprietary rights of any third party, including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right used with proper authorization. Infringement may result from, among other activities, the unauthorized copying and posting of pictures, logos, software, articles, musical works and videos. You shall comply with the Digital Millennium Copyright Act ("DMCA"). [Click Here](#) for our DMCA Policy.

### **Fraudulent Activities**

You may not offer or disseminate fraudulent goods, services, schemes or promotions (i.e., make money fast schemes, chain letters, pyramid schemes, ponzi schemes) or fraudulently use any information obtained through the use of our servers or services, including, without limitation, unauthorized use of credit card numbers.

### **Contact Information**

You are required to provide us with accurate contact information when setting up your account, during the course of our relationship, and when corresponding with us. On occasion, we may need to communicate with you by e-mail about your account. You agree to maintain a working e-mail address that is monitored daily. We have no responsibility, or liability, for interruptions in service, or damages of any sort, based on communications that are misdirected as a result of your failure to provide us with updated contact information. You can login to your account to keep your contact information current.

### **Service Agreement**

#### **Payment Policies**

Our services are sold on a pre-paid basis at the agreed upon rate at the time of ordering. If you fail to promptly pre-pay, we will terminate your service.

If you provided us with your credit card information and requested automatic billing, you authorize Cannatha Webhosting and or OYOP to automatically charge your credit card for

charges that apply to your account. Recurring charges will be posted to your credit card until such time that you cancel your account in accordance with our cancellation requirements listed below. You will receive an e-mail confirmation once your credit card has been charged.

Although you may cancel your account at any time by giving us written notice of cancellation, there is no refund of any pre-paid amounts with the exception of accounts meeting requirements of "30 day Money Back Guarantee" (see below). You are responsible for all fees associated with your account up until the time of making a cancellation request, see complete details below.

### **Service Cancellation**

To make a cancellation request, you will need to contact us. You must include your Account Domain Name and Account Password for the account which you wish to cancel hosting for. We cannot accept cancellation requests over the phone for security reasons.

### **Violations**

In addition to the service terminations specifically herein provided, we reserve the right in our sole discretion to refuse or terminate service to you at any time. We may, but need not, give you notice of such termination or of a suspected Violation of any of our policies. Such notice may, but need not, contain such warning, suspension or possible account terminations as we from time to time in our sole discretion determine advisable. We also reserve the right to remove materials from your website at any time if we determine in our sole discretion that such content or materials violates our policies or this service agreement. Your pre-payment of your accounts that is terminated due to our determination of a violation of one or more of our policies will not be refunded. You agree to pay to us our costs, including reasonable attorney fees, incurred as a result of our investigation and/or defense of any third party claiming that your website violates or infringes on their rights. We have the right to require pre-payment of such fees. We are, however, under no obligation to conduct any investigation and may, if we choose, terminate your service upon receipt of such third-party claim or upon our own action. In the event of a termination of services, your files and data stored on our computers will be deleted after such termination.

### **Terms of Data Transfer (Bandwidth)**

If you exceed the data transfer limit of your account you will be notified by Cannatha Webhosting and or OYOP to resolve the situation and be given options for upgrading your account. E-mail warning notices will be sent upon approaching your limit. Once the limit is hit, data transfer will be stopped.

### **Server Resources**

The use of your account must be reasonable and you may not place excessive burdens on our servers. While our shared services are suitable for the bulk of our customers, there comes a time that your website(s) are better suited for a larger hosting package, which allows for more dedicated CPU and memory resources. We reserve the right, in our sole discretion, to

discontinue service to any customer with a website or other hosted data that uses a high amount of server resources (such as, but not limited to, CPU Time, Memory Usage, and Network Resources). At our election, you will be given an option of either upgrading the service level or reducing the resource usage to an acceptable level, otherwise we reserve the right to limit your use of our servers or take your site offline. Due to the severity of this, and our ability to act quickly to correct these situations to avoid server issues, we will do everything reasonably feasible to provide you with a warning prior to taking your site offline, but we accept no obligation to do so.

## **IP Addresses**

Depending on the service plan your account is on it will have either a shared or dedicated IP address associated with it. We cannot guarantee this IP address will never change. We make a reasonable effort to avoid IP address changes but due to many factors including network changes it's not possible to guarantee. You will be given advanced e-mail notification if such a change ever does effect your account.

## **Cannatha Webhosting and or OYOP Account Management Applications**

We provide account management applications for the explicit use of our clients and their accounts with us. Any usage of the applications outside of the management of your account or intended use of the applications is prohibited.

ALL SOFTWARE APPLICATIONS WE PROVIDE TO YOU ARE "AS IS," AND WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THEIR PERFORMANCE. WE ARE NOT RESPONSIBLE FOR ERRORS, INTERRUPTIONS IN SERVICE, OR LOSS OF DATA AS A RESULT OF YOUR USE OF THESE APPLICATIONS. YOU USE THEM AT YOUR OWN RISK.

All software applications we provide to you may only be used in conjunction with your use of our services. They remain our intellectual property, including documentation and help files, and we may permit others to also use them. Such applications remain protected by copyright laws, other intellectual property laws, and by international treaties. You may not (1) modify or use them with derivative works, including translation or localization or (2) reverse engineering, recompilation, disassembling or make any other attempt to derive the source code for any such application. Upon termination of your account you may no longer use any such applications.

Clients are responsible for the ongoing maintenance of their website including security updates for third-party software they may have chosen to install. It is strongly recommended that clients frequently update all scripts and applications to ensure their site is protected against the latest security threats. Cannatha Webhosting and or OYOP is not responsible for lost or corrupted data due to security negligence on behalf of the client or any third party application or script. Cannatha Webhosting and or OYOP makes updates available to Cannatha Webhosting and or OYOP-provided applications and scripts through the Site Manager; however the installation of these updates must be performed by the client. Cannatha Webhosting and or OYOP will continue to maintain the physical security of our data center and ensure that the hosting platform is up to

date with the latest security patches. Cannatha Webhosting and or OYOP may also force specific upgrades upon clients to preserve security and stability across the hosting platform.

### **Indemnification**

You agree and promise to defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, our agents, our clients, our officers and our employees, that may arise, result, or be threatened as a result of your actions, property or services sold or licensed by you, or the actions of your employees, agents or assigns, including, but not limited to: (1) any injury to person or property caused by any products sold or distributed in association with our services; (2) any material supplied by you infringing or allegedly infringing on the proprietary rights of a third party; (3) your copyright infringement; (4) any defective products sold by you that are connected to our servers or services (5) investigation of any alleged violations of our policies.

### **Disclaimer**

WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES TO YOU OR YOUR BUSINESS AS A RESULT OF OUR ACTION OR FAILURE TO ACT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES WE PROVIDE. WE DISCLAIM ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF SUCH SERVICES. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS YOU MAY SUFFER WHETHER OR NOT CAUSED BY US OR OUR EMPLOYEES OR VENDORS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT OUR TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO US FOR THE ONE (1) YEAR PERIOD PRIOR TO ANY ACT OR OMISSION GIVING RISE TO SUCH DAMAGES.

### **Amendments**

We reserve the right to revise, add to or modify the above policies or service agreement at any time. We have the right to terminate your account or restrict its use if we believe you have violated or may violate any of our policies.

### **Governing Law and Jurisdiction**

The validity and effect of our policies and service agreement shall be governed by and construed and enforced in accordance with the laws of The Netherlands, without regard to its conflicts of laws principles.