

Terms of Service

Effective Date: This Terms of Service was last updated on May 17, 2016.

HashCod (“The Company”) agrees to furnish services to the subscriber of services (“Client”), subject to the following TOS (“Terms of Service”).

HashCod reserves the right to change this TOS at any time. Such changes, modifications, additions or deletions shall be effective immediately upon posting on-line at this location. You acknowledge and agree that it is your responsibility to review this site and this TOS periodically and to be aware of any modifications. You may identify whether HashCod has revised this TOS by noting the “Effective Date” above. Your continued use of the services after such modifications will constitute your: (a) acknowledgment of the modified TOS; and (b) agreement to abide and be bound by the modified TOS. If you do not agree to these terms, please contact us to cancel your services.

Contact Information

You agree to provide HashCod with accurate and complete contact information. Contact information means any data relating to your identity, electronic mail, and street address, or telephone and fax number, or any other information that you provide to HashCod in order to receive or to continue receiving services. Further, you agree to provide HashCod with updated contact information within a reasonable period of time following the change in circumstance that creates the need for updated information.

Payments and Fees

Establishment of this service is dependent upon receipt by HashCod of payment of stated charges. Subsequent payments are due on a recurring date that coincides with the date of sign up. The accepted methods of payment are credit card (Visa,

MasterCard, American Express, and Discover), PayPal, check, or money order. Paypal payments must be submitted to getintouch@hashcod.com

Clients are responsible for any additional transaction fees that coincide with any payment methods. Checks and money orders should be sent at least 7 days prior to the invoice due date to help ensure that the payment is received by HashCod in a timely manner.

The Company reserves the right to deny Client the use of any payment method for, but not limited to, abuse or misuse of a payment method. Abuse of a payment method may also be grounds for further disciplinary action up to and including the immediate and permanent cancellation of the Client's services or their entire account with The Company. If a check or ACH draft is returned for any reason, the account will be assessed a \$30 service charge per item. If payment for the returned check amount and service fee is not remitted in full by 2 P.M. CST the following business day, the server will be deactivated until payment is received and will be subject to regular reconnect fees. Credit cards that are declined for any reason are subject to a \$2.00 declination fee.

Service will be interrupted on accounts that reach 7 days past due. Service interrupted for nonpayment is subject to a \$50 reconnect charge. Accounts not paid by due date are subject to a \$10 late fee. Accounts that are not collectible by HashCod may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay The Company a Processing and Collection Fee of not less than \$75 nor more than \$200. If you desire to cancel your account, please follow the proper procedure as outlined in this TOS.

If a service is deactivated due to non-payment the service in question will only be reactivated once payment for the outstanding balance has been received in full. If all services on an active account are deactivated all outstanding invoices must be paid in

full before any one service will be reactivated. The Company reserves the right to keep a service deactivated until funds paid have cleared.

Account Cancellation

Client must submit service cancellations by opening a ticket through our client portal at least 7 days but not more than 30 days before the end of the service's billing cycle.

Cancellation requests are not accepted through phone, email, fax, or any other method besides through opening a ticket through our client portal. You must have all account information to cancel an account. Only the authorized account holder may cancel the account.

In the event of cancellation, customer will automatically be billed for any excess bandwidth usage during the then-current monthly billing cycle.

Bandwidth

Client agrees that bandwidth usage shall not exceed the number of gigabytes per month for the services ordered by Client. HashCod will monitor Client's bandwidth usage and will provide RTG graphs of bandwidth usage for Client to review in the HashCod client portal. HashCod shall have the right to take corrective action if Client's bandwidth usage exceeds the amount allocated by Client's service plan ("Allocation"). Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all services, or termination of this agreement, which actions may be taken is in HashCod's sole and absolute discretion. HashCod believes in communicating with our clients and will try to work with our clients to resolve any overage issues before taking action which could cause a client's service to become unavailable.

Bandwidth usage is measured on a monthly basis coinciding with Client's billing cycle. Both incoming and outgoing traffic are counted.

In the event that a customer exceeds the included allocation, HashCod may, at its sole discretion, collect a deposit in the amount of \$0.25 per GB for the projected overage for the month, immediately against customer's credit card on file with HashCod.

Client agrees to pay HashCod any additional fees for bandwidth overages within 3 days of the invoicing period at a rate of \$0.25 per GB of bandwidth used over the Allocation. Any bandwidth overage bill not paid within three (3) days of invoicing will subject the server and services to suspension.

Unused bandwidth allocations cannot be carried over to future months, or applied to other servers.

IP Allocations

All IP addresses which are assigned to Client must be justified per ARIN Guidelines at <http://www.arin.net/policy/nrpm.html>. If it is determined that IP addresses which have been assigned to Client are not being used in accordance with these guidelines, they may be revoked.

SPAM and Unsolicited Commercial Email (UCE)

HashCod takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or spam over our network. Very simply this means that customers of HashCod may not use or permit others to use our network to transact in UCE. Clients of HashCod may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

- a. Violation of HashCod’s email policy, as outlined in the Acceptable Use Policy (“AUP”) will result in severe penalties. Upon notification of an alleged violation of our AUP, HashCod will initiate an immediate investigation (within 48 hours of notification). During the investigation, HashCod may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our AUP, HashCod may, at its sole discretion, restrict, suspend or terminate customer’s account. Further, HashCod reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. HashCod will notify law enforcement officials if the violation is believed to be a criminal offense.
- b. First violations of this policy will result in an “Administrative Fee” of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an “Administrative Fee” of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these “Administrative” penalties, they will pay “Research Fees” not to exceed \$175 per hour that HashCod personnel must spend to investigate the matter.
- c. As our Clients are ultimately responsible for the actions of their clients over the HashCod network, it is advisable that Clients develop a similar, or stricter, policy for their clients.

Refund and Disputes

All payments to HashCod are nonrefundable. This includes one time setup fees, prepayment fees, and subsequent charges regardless of usage. Client shall not be entitled to any refunds, prorated or otherwise, in the event of early termination of this agreement by The Company according to the terms herein. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer or payment provider (chargeback) that, in HashCod’s

sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay HashCod an “Administrative Fee” of not less than \$75 and not more than \$200.

Courtesy Transfer Service

HashCod performs all account transfers, account moves, cPanel transfers, server transfers and any other service which involves HashCod copying files of yours from a third party service to your HashCod service, hereafter known as a “transfer” as a courtesy service only. By requesting HashCod to perform a transfer you agree indemnify and hold harmless HashCod from any and all liability arising from the transfer and/or copying of your accounts. You also agree HashCod is not responsible for any issues relating to the transfer of your accounts, both on your HashCod service and at any other third party service from which HashCod may be transferring your accounts from, including but not limited to, missing or corrupted files, improperly transferred accounts, any and all fees you may incur from third party services such as bandwidth fees or charges from delays in transferring account, settings or files from third party providers which may not transferred, any downtime or outages, DNS problems, accounts set up on incorrect IP addresses, any issues at third party services which delay or prevent HashCod from performing the service, or any other issues. HashCod makes no guarantees regarding the availability of our transfer service or the amount of time it takes to perform transfers. HashCod can only perform transfers from any service which uses the same control panel that is used on your HashCod service (ie. cPanel). HashCod will still provide “best effort” assistance which includes general advice on file transfer and configurations, DNS settings, MySQL database imports, and other general assistance for Clients whose 3rd party service does not use the same server control panel.

VPS Nightly Backups

HashCod performs nightly backups of VPS accounts as a courtesy service only.

HashCod is not responsible for the completeness, integrity, or freshness of your VPS

backup. HashCod recommends you have your own backup system in place. VPS backups are intended for disaster recovery purposes only. HashCod reserves the right to charge fees for restores which are requested that are not for disaster recovery purposes.

ServerShield

Clam Anti-Virus (ClamAV) which is used for scanning incoming email for viruses) is not enabled by default on servers with less than 512MB memory. This is because ClamAV uses 80-120MB+ of memory which is a significant portion of memory on smaller VPS plans. If you need this functionality enabled, please open a support ticket and we will be happy to enable it for you.

SuHosin for PHP and HashCod's custom mod_security ruleset are not installed by default for compatibility reasons. If you would like them installed, please open a support ticket and we will be happy to install either for you.

Excessive Upgrades and Downgrades

HashCod does not normally charge any fees for account upgrades and downgrades. However, because upgrading and downgrading between virtualized accounts (such as VPS and Hybrid) and full dedicated server accounts, is a labor-intensive and time consuming process, as is changing the primary disk in dedicated servers, HashCod reserves the right to charge for upgrades and downgrades at the hourly rate of \$75 per hour if Client has made an excessive number of upgrade or downgrade requests. HashCod, at it's sole discretion, will have the final say as to what is considered 'excessive'.

Harassment and Abuse

HashCod does not tolerate abuse of any kind towards it's employees. This includes all verbal harassment, yelling, swearing, rudeness, threats, and any intentionally disruptive

behavior directed at HashCod or any of its staff or agents. Client agrees to engage our HashCod in a professional manner whether in email, helpdesk tickets, live chat, forums, or on the telephone. Any abuse will be construed as a violation of this Terms of Service agreement. No refunds will be provided for any service termination which arises as a result of a violation of this clause.

Damages

Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of The Company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of The Company. Client further acknowledges that The Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall The Company be liable for any special or consequential damages, loss or injury.

HashCod is not responsible for any damages your business may suffer. HashCod does not make implied or written warranties for any of our services. HashCod denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by HashCod.

Non-Waiver

Client agrees that HashCod's failure at any time to enforce any of the provisions of this TOS or any right or remedy available hereunder, or at law or equity, or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights, remedies, or options or in any way to affect the validity of this TOS. The exercise by HashCod of any rights, remedies, or options provided hereunder, or at law or equity,

shall not preclude or prejudice HashCod from exercising thereafter the same or other rights, remedies, or options.

Force Majeure

You agree that HashCod is not responsible for any damages, delays, or other failures to fulfill its obligations hereunder as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of materials or equipment from suppliers, failures or blackouts, labor disputes, and/or other occurrences beyond its control whether or not similar to those listed above.

Assignment

Neither this TOS nor any of the rights, interests or obligations hereunder may be assigned by the Client (whether by operation of law or otherwise) without the prior written consent of The Company. The Company may assign this TOS without the consent of Client. Subject to the foregoing, this TOS shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

Misc.

We reserve the right to refuse service to anyone at any time for any reason.

The Company is not responsible for data integrity on equipment reclaimed for non-payment.

Illinois residents agree to pay all taxes applicable to your account.

Anything not explicitly stated in this TOS is subject to interpretation at HashCod's sole and absolute discretion.

You, as HashCod's client, are solely responsible for the content stored on and served by your HashCod service.

Contact

Please direct all questions regarding this TOS to getintouch@hashcod.com