

# Terms of Services

Revision date: 12/28/2020

BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS AND CLICKING THE ACCEPTANCE BUTTON, YOU REPRESENT AND WARRANT THAT YOU: (i) ARE 18 YEARS OF AGE OR OLDER; (ii) ARE, OR ARE AUTHORISED TO SIGN FOR AND BIND, THE CONTRACTING PARTY DEFINED BELOW AS "CUSTOMER;" AND (iii) HAVE READ, UNDERSTAND AND AGREE ON BEHALF OF CUSTOMER TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS ONLINE AGREEMENT. OTHERWISE, DO NOT CLICK THE ACCEPTANCE BUTTON TO PROCEED AND YOUR ORDER WILL BE DISCONTINUED.

This Online Agreement is a legal and binding instrument entered into as of the date of electronic acceptance by Customer (the "Effective Date"), by and between the RW Hosting Solutions, and "Customer," the individual or entity entering into this Agreement. RW Hosting Solutions reserves the right to amend this Agreement from time to time without notice to Customer. The most current version of this Agreement can be reviewed by clicking on the "Legal" hypertext link located at the bottom of [www.redwaterhost.com](http://www.redwaterhost.com) web page.

All services provided by RW Hosting Solutions ("Red Water Hosting Solutions") may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any United States, United States federal, State, or Any other USA and EU Member laws (where applicable) are prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless RW Hosting from any claims resulting from the use of service which damages the subscriber or any other party.

To the extent that there is any conflict between these terms and conditions and either the terms of any ancillary documents produced by RW Hosting in accordance with them, or the Checkout Form, then these terms and conditions shall prevail. To the extent that there is any conflict between the terms of the Checkout Form and the terms of any such ancillary documents, then the terms of the Checkout Form shall prevail. These Terms and Conditions shall be governed by and construed in accordance with American law and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the courts of Georgia Atlanta USA.

Prohibited are sites that promote any illegal activity or present content that may be damaging to RW Hosting servers, or any other server on the Internet. Links to such materials are also prohibited.

## **Examples of unacceptable content or links:**

- Pirated software
- Hacker programs or archives
- Warez sites
- Child Pornography

If illegal content or usage is found, the account will be immediately suspended and/or terminated. YOU agree that RW Hosting Solutions may disclose any and all YOUR information including assigned IP addresses, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification

Regardless of the place of signing this agreement, YOU agree that for purposes of venue this contract is entered in the United States Georgia GA Atlanta, and any dispute will be litigated or arbitrated in the Georgia. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in USA courts. IN NO EVENT SHALL RW Hosting Solutions MAXIMUM LIABILITY EXCEED FIFTY (\$100.00) UNITED STATES DOLLARS.

NOTICE: IF YOUR ACCOUNT IS FOUND IN VIOLATION OF THE OUR TERMS AND CONDITIONS A \$100.00 SUSPENSION/ CANCELLATION FEE WILL APPLY. WE DO NOT REFUND CLIENTS WHO BREAK OUR USAGE POLICIES OR TERMS OF SERVICE.

### **Refusal of Service**

We reserve the right to refuse, cancel or suspend service, at our sole discretion. RW Hosting is selling intangible goods only. As such there will be no delivery details for any physical goods. Billing by the Account Activation Date of each month, RW Hosting shall:(1) Deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered for the current month.

When an invoice is delivered to the client, payment shall be remitted to RW Hosting by no later than the specified payment due date. RW Hosting shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on a regular basis (monthly / quarterly / Semi-Annually / Annually).

### **In the event that payment is overdue the following will occur at the specified times:**

Overdue by 24 hours or more: 10% late fee applied.

Overdue by 48 hours or more: All services on the account will be suspended.

Overdue by 7 Days or more: All data will be deleted and account will be restricted.

If your account is overdue with RW Hosting for a period greater than equal to three days, RW Hosting reserves the right to suspend the entire account and all services on it, until the account is brought up to date.

### **Service Fees**

Certain services carry a setup fee charged by Red Water Hosting to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to RW Hosting and agrees to pay any and all fees incurred by client. For services provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

## **Cancellation**

We DO NOT refund partial monthly fees to accounts. We require 15 days' notice for a cancellation. By accepting our services, the client agrees to waive all charge back rights and follow the correct refund procedure should any disputes arise. Once your cancellation has been verified and accepted RW HOSTING will process the refund within 24 hours. The time when the funds reach a client may vary depending on payment method and/or the clients own individual bank.

## **Promotional Rates and Special Offers**

RW Hosting Solutions may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for YOUR Services. Any such promotions or modifications shall not affect YOUR obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Different promotional fees and special offers may not be combined together.

All promotions are only valid as long as existing services are not canceled. In the event they are canceled the promotion becomes void and the full price is payable for future invoices. IP Address Ownership RW Hosting Solutions shall maintain and control ownership of all IP numbers and addresses that may be assigned to YOU by RW Hosting Solutions. RW Hosting Solutions reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Assignment of this IP space is valid as long as the criteria for the original assignment are met and only for the duration of the service agreement between yourself and RW Hosting Solutions. We have the right to reassign the address space to another user upon termination of this agreement or an agreed period thereafter. This means that you will have to re-configure the addresses of all equipment using this IP space if you continue to require global uniqueness of those addresses.

## **INDEMNIFICATION**

YOU AGREE THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD RW HOSTING SOLUTIONS HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST RW HOSTING, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY YOU, YOUR AGENTS, EMPLOYEES OR ASSIGNS. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS CORGI TECH LIMITED AGAINST LIABILITIES ARISING OUT OF:

- (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH RW HOSTING SOLUTIONS SERVER.
- (2) ANY MATERIAL SUPPLIED BY THE CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY.
- (3) COPYRIGHT INFRINGEMENT.

(4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM RW HOSTING SOLUTIONS'S SERVERS.

**DISCLAIMER**

RW Hosting Solutions WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. RW Hosting Solutions MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. RW Hosting Solutions DISCLAIMS ANY WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY RW HOSTING SOLUTIONS AND ITS EMPLOYEES. RW HOSTING SOLUTIONS RESERVES THE RIGHT TO REVISE ITSPOLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND VPS SERVERS OF RW HOSTING SOLUTION MUST ADHERE TO THE ABOVE POLICIES