User Agreement

Legal Policy & Agreements

User Agreement - Introduction

Welcome to the ServerHub® Services website ("ServerHub") a wholly owned dba of Eonix Corporation ("EONIX"). The Website products and services (collectively, the "Services") are offered through Web pages and linked pages that display the ServerHub® and ServerHub® Hosting Service navigation bar and include a footer link to the ServerHub® Hosting Services User Agreement. By accessing the Website or using any of the Services, you agree to be bound by this User Agreement and additional or alternative terms, conditions, rules and policies in connection with any particular Service. Please note that this User Agreement may be updated from time to time without notice to you. Because the User Agreement contains legal obligations, please read them carefully. a. If you have any questions, please refer to the Help section on the Site.

Section 1. Using ServerHub®

By utilizing service from ServerHub® you acknowledge that you agree to the User Agreement set forth below.

If you do not agree to be bound by the terms and conditions of this Agreement, please do not use or access our service. You MUST read, agree with, and accept all of the terms and conditions in this Agreement and the Privacy Policy, which include those terms and conditions set out below and those incorporated by reference, before you may access the ServerHub® service.

1.1 Agreement of Use.

While utilizing the ServerHub® network, you will not:

Post, transmit, display, distribute or promote any unlawful, threatening, abusive, or indecent material of any kind.

Encourage, promote, solicit or commit conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any state local national or international law.

Post, transmit, display, distribute or promote in any way, information, software, or other material that violates, plagiarizes or infringes the rights of third parties including, without limitation copyright (including, without limitation, offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial registration numbers for software programs, or any type of cracker utilities), trademark, patent, trade secret, rights of privacy or publicity or any other proprietary right.

Use the ServerHub® network if one of your accounts are currently under suspension, restriction or have any limitations in place due to safety concerns or otherwise. Suspended Users are NOT

eligible to use our services.

Violate any laws, third party rights, or our policies including but not limited to this User Agreement.

1.2 Age.

Use our services if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from the ServerHub® network for previous violations.

1.3 Trademarks and Data.

Copy, modify, or distribute content from this site and ServerHub's copyrights or trademarks.

1.4 Unauthorized Spam.

Send unsolicited or otherwise unauthorized spam in violation of the CAN-SPAM Act through the ServerHub® network

1.5 User Data Harvesting.

Harvest or otherwise collect information about ServerHub® users through the Community Forums, including email addresses, without their consent

1.6 Prohibited network Activity.

Engage in network crippling techniques such as sending out DDos Attacks to other networks, engage in Phishing schemes, or anything other illegal activities that are prohibited by law or this User Agreement.

Distribute viruses or other technologies that may harm ServerHub®, It’s users or any interests and properties.

Transfer your ServerHub® networks account without our express written consent.

Section 2. Abusing ServerHub®

2.1 Ensuring Community Safety.

ServerHub® and the Community work together to keep the site working properly and the Community safe.

People report problems, offensive content and policy violations to us. Without limiting other remedies, we may limit, suspend, or terminate our service and user accounts, prohibit access to our website, remove hosted content, and take technical and legal steps to keep users off the site if we think that they are creating problems, possible legal liabilities, or acting inconsistently with the letter or spirit of our policies.

We also reserve the right to indefinitely suspend and/or cancel any accounts that are deemed unconfirmed, or whom we cannot verify individual or corporate identity.

2.2 Suspended Users and Accounts

You understand and agree that in the event your account is suspended from our network you will be unable to access our services or any content or data on our network until the specific suspended account has been reinstated by ServerHub®.

We are not responsible for any data loss incurred due to Indefinite Suspension related issues related to serious policy violations of our network.

We also reserve the right to display a suspension page on any suspended line of service while the account is under active suspension from our network.

You understand that any suspension pages displaying on your line of service will no longer display when/if the line of service in question is reinstated by us.

If you registered a new domain name in conjunction with your service, and ServerHub® terminates your service due to a termination for cause, then ServerHub® reserves the right to request the domain name provider to remove the domain name from the domain name registry and/or transfer the domain name from you to ServerHub®

2.3 Abusing Our Employees

Abuse towards any ServerHub® employee will not be tolerated. You are expected to request and respond to support, billing and other issues in a professional manner, when emailing, calling or submitting online tickets to us. Any cursing, yelling, or further intentional disruptive behavior aimed at ServerHub® or its employees shall be considered a violation of this Terms of Service agreement.

Any threat; whether orally, verbally, in writing, via E-mail, via Live Chat directed towards us or any of our employees, partners, staff, contractors, sub-contractors, facilities, offices, etc. shall be construed as a violation of our User Agreement. Threats of physical violence will be directed to the proper authorities. No refunds shall be given for termination of the Services for violation of these provisions.

2.4 Use of the ServerHub® Network to engage in Prohibited SPAM Activities

Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through ServerHub's servers is prohibited.

Likewise, the sending of UBE from another service provider advertizing a web site, email address or utilizing any resource hosted on ServerHub's servers, is prohibited

ServerHub accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy

or that of the other provider.

Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by ServerHub customers must be Closed-loop ("Confirmed Opt-in").

The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any ServerHub-hosted domain, or referencing any ServerHub account, is prohibited.

Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso, is prohibited

2.4(a) Use of the ServerHub® Network to engage in Prohibited SPAM Activities; Right of Termination

Each ServerHub customer is responsible for the activities of its users and, by accepting service from ServerHub, is agreeing to ensure that its customers/representatives or end-users abide by this Policy.

In an effort to reduce UCE abuse ServerHub®, at its sole discretion reserves the right to place Port 25 limitations on unverified accounts for the first 90 days, the limit may be removed upon identity verification

Complaints about customers/representatives or end-users of an ServerHub customer will be forwarded to the ServerHub customer's postmaster for action.

If violations of the ServerHub User Agreement occur, ServerHub reserves the right to terminate services with or take action to stop the offending customer from violating ServerHub's User Agreement as ServerHub deems appropriate, without notice.

We will not provide refunds in the event servers or resources are terminated as a result of Spamhaus SBL listings, failure to verify yourself to remove Port 25 limitations or any form of abuse related to Section 2.4 or 2.4(a) of this agreement.

Multiple violations of this policy will result in Suspension action and permenent exclusion from the ServerHub® Network.

Section 3. Fees and Services

3.1 Creating a ServerHub® Account

Creating a ServerHub® Client Account or ServerHub® Community Account is free. However we do charge for using other services, such as website hosting, data protection services, dedicated server leases.

3.2 Service Fee Disclosure

When you sign up for services you have an opportunity to review the fees and accept the fees that you will be charged based on our current fee schedule, which may change from time to time. Changes to policy are effective after we provide you with at least fourteen days notice by posting the changes on our website.

Payments made for services rendered should be remitted to EONIX CORPORATION. Payments made via Credit Card, PayPal and other means will be displayed as such. For any questions related to billing you can contact our billing team for assistance.

We may choose to temporarily change the fees of our services for promotional events or new services, and such changes are effective when we post the promotional event and for the specified duration only.

3.3 Standard Currency

Unless otherwise stated, all fees are quoted in United States Dollars (USD). You are responsible for paying all fees and applicable taxes associated with the site in a timely manner with a valid payment method.

3.4 Collections Process

If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. This includes charging other payment methods on file with us, retaining collection agencies and legal counsel.

3.5 Price Guarantee

All prices are guaranteed for the term of pre-payment or the contract term specified at setup.

3.6 Price Changes

ServerHub® reserves the right to change prices with 30 days notice, unless other terms have been agreed upon.

3.7 Service Restrictions and Late Fees

PayPal and Credit card accounts are subject to service limitations upon the account being overdue for more than 72 hours.

Any account not brought current within 5 days of e-mail notice or exceeding this time frame in any way is subject to complete account restriction or suspension at ServerHub's Discretion.

If you have an active Cloud Service with us and your account is restricted or suspended. After 30 days data may be terminated, removed or suspended from ServerHub's servers by ServerHub® with or without notice, and all the information contained within deleted permanently. ServerHub® accepts no liability for information or content that is deleted due to an invalid payment method or where payments are past due on the specific account.

The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies ServerHub® in writing by using our cancellation feature through the online account.

3.8 Service Cancellations, Terms and Deadlines:

Service cancellation requests must be submitted to us in writing.
All contracts are renewed automatically for the same contract period as the initial Term. At the end of the Initial term, the order shall be renewed for successive terms equal to the Inital term, unless either party notifies the other in writing.

In the case of month to month terms, with the exception of Web Hosting and VPS products, we require 60 days notice for cancellation to become effective.

In the case of Contract Terms of 1 Year or Greater, your term will auto-renew unless we are notified at least 60 days prior to your renewal date.

Upon notification of cancellation, we will provide you with confirmation; you will no longer receive further invoices for cancelled devices once the term has ended.

Certain products such a VPS, Web Hosting allow a 5 day cancellation notice.

Cancellations for these products that are submitted after our 5 day notice requirement, will still be subject to any fees for the next billing cycle where notification was not given, your service will terminate after the end of your next billing cycle.

3.9 Cancellation and Refunds

When submitting a cancellation we will follow this process: We will first contact you to confirm the cancellation and verify that you are authorized under your account to cancel it, we will also verify your cancellation time frames.

Then, we will mark your services for cancellation on the date specified for cancellation, which may be selected as the end of your billing cycle or immediately. Unless you specify otherwise, your specified services will remain until the end of the paid period. After the paid period has expired your cancelled services will no longer be available on our network.

3.10 Refunds of Fees Paid

Payments made to ServerHub® are non-refundable. We do not provide trial periods or money back for services activated on our network.

3.11 Billing Disputes

You are responsible to ensure the accuracy of your invoices. You must provide us with notice of a billing error within 30 days of the occurrence to have our billing team adjust any errors that may exist on your invoice. We will not issue any credits for invoice disputes that are listed on your account that are older than the previous billing cycle or 30 days.

In the event of a dispute or adjustment in services, customers will receive a credit at the discretion of ServerHub®.

The credit will be deposited into the customers ServerHub® Billing Account.

3.12 Chargebacks

You agree that you shall not chargeback any credit card payments to ServerHub® and any such chargeback will result in an additional payment to ServerHub® of up to $300 which is a reasonable estimate of our additional administrative costs. You are responsible for any fees and costs (including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees) incurred by ServerHub$reg; in enforcing collection of fees

3.13 Excessive and Unreasonable Requests

ServerHub® reserves the right to cancel, suspend or terminate any or all of the Services after receiving billing, sales or technical requests which ServerHub®, in its sole discretion, considers unreasonable or excessive. ServerHub® may limit, at any time or without prior notice to you, the availability and type of support provided.

3.14 Delayed Billing

In the event ServerHub® does not bill your account in a timely manner for any service we have provided for you, we limit your responsibility to 60 days or 2 billing cycles of prior unbilled services, any amounts of unbilled services exceeding 60 days or 2 billing cycles will automatically be voided and will not be due and payable.

3.15 SLA for Downtime

In case of downtime, ServerHub is committed to compensating the affected customer with the following percentages, which apply only to the server(s) affected by the downtime:

- Downtime above 60 minutes and less than 240 minutes shall result in a credit of 5%
- Downtime above 240 minutes and less than 480 minutes shall result in a credit of 10%
- Downtime above 480 minutes and less than 960 minutes shall result in a credit of 25%
- Downtime above 960 minutes shall result in a credit of 50%.

NOTE: In no situation shall ServerHub be liable for a credit above 50% of the monthly service charge for the server(s) affected by the downtime.

Section 4. Overdue Accounts

4.1 Grace Periods and Late Fees

You expressly understand and agree that all payments for services are due on the date listed on your invoice. Failure to make payment by 11:59PM Pacific Time on the date will result in a your account being considered late.

We will allow a 5 day grace period before assessing a late fee of $5 or 5% whichever is greater.

If your account continues to be delinquent we reserve the right to suspend or terminate your account at any time without notice to you. You also understand and agree that you will not hold ServerHub® responsible for any lost data as a result of an account termination for delinquency.

If your account is terminated on a month-to-month term, there is no termination penalty; however you will be responsible for any amounts owing to ServerHub®. Any amounts owing after 90 days will be forwarded to a third party collection agency.

If your account is terminated on a contract term, you understand and agree you will be responsible for any penalties owing for early termination as well as any amounts owing to ServerHub®.

4.2 SLA Credits on Overdue Accounts

Customers who at the time of the report of a claimed outage are not current on their payment of fees of service do not quality for any SLA credits under any of our applicable SLA policies. Additionally, customers who have not paid their fees when due for services rendered two or more times in the previous twelve calender months do not quality for SLA credits.

Section 5. Seizure of Domain Ownership.

You expressly understand and agree that any domains registered by you in your name using our registration service may be seized without notice to you by ServerHub® as collateral for any overdue amounts owed to ServerHub® IF your account remains overdue past ninety (90) days, or as a result of a failure to meet your contractual obligations with ServerHub®.

You understand that in the event your account is past due ninety (90) days your domain ownership will be seized by ServerHub® and will immediately be transferred to the Asset Collections Department". At which time the domain will be held by us for a period of thirty (30) days; if your account still remains delinquent after the holding period,

ServerHub® will consider the Seizure permanent, and the domain may be sold by ServerHub®

to offset any costs written off as a result of the delinquency.

In the event the domain is unsold after the holding period, you may contact the Asset Collections Department and request to purchase the domain from ServerHub® for the fee of $125.00 as well as any written-off amounts due to ServerHub®.

Section 6. Seizure of Co-location Server Hardware.

You expressly understand and agree that any hardware owned by you may be seized without notice to you by ServerHub® as collateral for any overdue amounts owed to ServerHub® IF your account remains overdue past ninety (90) days, or as a result of a failure to meet your contractual obligations with ServerHub®.

You understand that in the event your account is past due ninety (90) days your hardware will be seized by ServerHub® and will immediately be transferred to the " Asset Collections Department". At which time will be held by us for a period of thirty (30) days; if your account still remains delinquent after the holding period, ServerHub® will consider the Seizure permanent, and the hardware may be sold by ServerHub® to offset any costs written off as a result of the delinquency.

In the event the hardware is unsold after the holding period, you may contact the Asset Collections Department and request to repurchase the hardware for the "delinquent seized items recovery fee" of $125.00 as well as any written-off amounts due to ServerHub®.

Section 7. Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of ServerHub® is strictly prohibited.

Any unauthorized use of accounts or computers by an ServerHub® customer, whether or not the attacked account or computer belongs to ServerHub®, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

ServerHub® reserves the right to discontinue service, or deny access to anyone who violates our User Agreement WITHOUT WARNING OR PRIOR NOTICE. No refunds or fees paid will be made if account termination is due to violation of these terms.

Section 8. Web Content Storage & Internet Link

ServerHub® agrees to store actively paying clients Web Site(s) on the ServerHub® network of servers. The parties expressly recognize that the Internet servers, equipment and telecommunications links are susceptible to crashes and down time. ServerHub® warrants that it shall use its best efforts to maintain a consistent link with the Internet, but cannot and does not warrant that it shall maintain a continuous and uninterrupted link.

Section 9. Bandwidth

ServerHub® does not guarantee any specific response rate or download/upload time. ServerHub® will make best efforts to ensure that there is sufficient bandwidth available to meet all Clients' bandwidth needs.

Section 10. Liability

You will not hold ServerHub® or it's parent company responsible for other users' actions of inactions, including things they post. You acknowledge that ServerHub® is a venue and we allow anyone to host anything, at anytime, from anywhere.

Except for any warranties recited in this User Agreement, ServerHub® disclaims all other warranties including, but not limited to, any express or implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, non-infringement and title. ServerHub® shall not be liable for delays or defaults in furnishing goods or services hereunder, including, but not limited to: acts of God or of a public enemy; fires, severe weather, floods, earthquakes, natural disasters, explosions or other catastrophes, and; causes beyond the control of ServerHub® in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in Client reporting problems or furnishing information or materials.

Section 11. IP Address Assignment, Rights and Usage Requirements and Recovery Surcharges

11.1 Ownership of IP Space

You understand and agree that IP addresses assigned to your account remain the property of ServerHub® and by using the assigned IP address it does not grant you rights to the specific IP address.

We reserve the right to reclaim IP addresses that have been assigned if the justified need arises.

11.2 ARIN Justification

You understand that IP address assignment is governed by ARIN policy, namely justification requirements for assignments over 8 IP addresses.

11.3 Recovery Surcharge for IP assignments

A IP Recovery Surcharge (IPRC) will apply to all IP addresses assigned in excess of 8 IP addresses. The Recovery Surcharge cost is a flat fee of $0.04 per IP address issued to your account payable on a monthly basis.

11.4 Blacklist and Null Routing

ServerHub® reserves the right to blacklist, null route or otherwise limit access to certain IP addresses that are identified as being abused.

11.5 Requesting Additional IP Space when Spam Complaints Exist

ServerHub® entertains all justified requests for additional IP space on the ServerHub® network. In order to successfully request justified IP address space we require any outstanding complaints or issues with all IP space you have with us are closed as resolved. If you are in need of additional IP address space and you have existing complaints on your account that we deem are unresolved we will not issue additional space until such time we feel all outstanding complaints are no longer an issue.

Section 12. Throughput

ServerHub® does not guarantee any specific response rate or download/upload time. ServerHub® will make best efforts to ensure that there is sufficient data throughput rate available to meet its Clients' throughput needs. In order that the ServerHub® can properly plan for its Clients' throughput needs, it is imperative that Client notifies the Service Provider of any expected significant increase or decrease in download traffic to its Web Site or Domain Name. If Client is expected to generate a significantly larger than average number of visitors / downloads for any reason it is the Client's responsibility to notify ServerHub®. If Client does not make efforts to notify the Service Provider of throughput needs in advance, it may be necessary for ServerHub® to set limits on the number of visitors the servers will process for the Client in order to protect ServerHub®'s other client interests.

Section 13. network Maintenance & Performance Upgrades

ServerHub® may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of ServerHub®' systems. However, the ServerHub® shall provide prior notice where it is reasonably practical under the circumstances, and ServerHub® shall restore service as soon as it is reasonably practical. Client shall not be entitled to any setoff, discount, refund or other credit.

Section 14. Breach of Term Contracts & Commitments

If you made a commitment as part of a promotional or plan benefit (such as an equipment upgrade, a free month of service, free installation, a rebate, or other incentive), unless otherwise specified in the offer you received, your commitment begins on the earlier of the day that you use the new equipment or accept the promotion or benefit. We will disclose the length of the commitment or contract as part of the promotion or plan.

You are permitted to cancel your plan prior to the end date of your commitment, however in most instances an early termination fee will apply.

Section 15. ARIN Shared WHOIS Project Data (SWIP)

ServerHub® utilizes the Shared WHOIS project database maintained by ARIN. By using our service you understand and agree that your information provided to us may be published in the ARIN database as required by the ARIN NRPM for any IP address assignment over a /29.

ServerHub® is not responsible for any errors related to the WHOIS project, as it is a manual process and errors may be present from time to time. If an error is found please contact us

immediately for correction. By using the services we provide, you agree to this policy and agree to hold us harmless. If you do not agree please submit a cancellation request.

Section 16. Data Backup, Loss, Risk & Unauthorized Access

ServerHub® is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from ServerHub® networks' failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

ServerHub® is not responsible for maintaining working backup copies of data that is stored on any of our services through our wide array or available services, as such ServerHub® cannot be held liable for data loss of any kind and we suggest that data of any importance is frequently backed up.

Section 17. Prohibited Uses of Unmetered Traffic Feature

ServerHub® customers are privileged to be offered from time to time unlimited traffic for all their web sites. The intention of ServerHub® is to provide a large space to serve web documents without strict limitations, not an off site storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on ServerHub®' Server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of ServerHub®. Any customer who violates ServerHub®' Policies in abusing either space/site transfer will be notified and given 24 hours to remedy the problem. If the problem is not resolved within the allotted period, the client will be billed for the overages at $0.05/MB/per Month and may face temporary or indefinite suspension.

Section 18. Copyright Infringement

Written notification must be submitted to the following Designated Agent:

ServerHub Incorporated
Attn: General Counsel c/o Suzy Fulton
Grable Martin Fulton PLLC
legal@serverhub.com | suzyf@serverhub.com

Notification of Claimed Infringement must include the following:

- Physical or electronic signature of a person authorized to act on behalf of the copyright owner.
- Identification of the copyrighted work claimed to have been infringed or a representative list if multiple works are involved.

- Identification of the material that is claimed to be infringing that should be removed or access to disabled and information reasonably sufficient to enable the online service provider to locate the material (usually a URL to the relevant page).
- Information reasonably sufficient to allow the online service provider to contact the complaining party (address, phone number, e-mail address).
- Statement that the complaining party has "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law."
- Statement that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

Section 19. Indemnity

You agree to defend, indemnify and hold ServerHub, it's parent, its affiliates, Sponsors, Suppliers and other partners, directors, officers, employees and agents harmless from any and all liabilities, claims, costs and expenses, including reasonable attorneys' fees, related to or in connection with your, or any user of your account:

a. violation of the User Agreement;
b. use of the Website or any of the Services;
c. placement, posting or transmission of any message, information, software or other content on the Website or through any of the Services.

Section 20. No Warranty

WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS PROVIDE OUR SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES AND OUR SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states to not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

Section 21. Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL SERVERHUB, INCLUDING ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER SERVERHUB HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE, INABILITY TO USE OR PERFORMANCE OF ANY OF THE SERVICES OR THE WEBSITE, OR (B) ANY UNAUTHORIZED ACCESS TO OR MODIFICATION TO ANY OF YOUR CONTENT OR TRANSMISSIONS, OR (C) ANY OTHER MATTER RELATING TO THE WEBSITE OR ANY OF THE SERVICES,

REGARDLESS OR WHETHER ANY OF THE FOREGOING IS DETERMINED TO CONSTITUTE A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE.

Section 22. Resolution of Disputes

If a dispute arises between you and ServerHub®, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and ServerHub® agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by contacting us directly. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Law and Forum for Disputes - This Agreement shall be governed in all respects by the laws of the State of Nevada as they apply to agreements entered into and to be performed entirely within Nevada between Nevada residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against ServerHub® must be resolved by a court located in Clark County, Nevada, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts located within Clark County, Nevada, for the purpose of litigating all such claims or disputes.

Arbitration Option - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Improperly Filed Claims - All claims you bring against ServerHub® or it's parent company must be resolved in accordance with this Resolution of Disputes Section. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, ServerHub may recover attorneys' fees and costs up to $1000, provided that ServerHub has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

Section 23. Additional Terms

The following policies are part of this Agreement and provide additional terms and conditions related to specific services offered on the Site:

- Prohibited or Infringing Content Policy
- Investigations Policy
- Our Policy Governing Data Retrieval for Suspended Users
- Suspended User or Non-Eligible User Policy
- Rules for Everyone
- Privacy Policy

Each of these policies may be changed from time to time. Changes take effect when we post them on the Site. When using particular services on the Site, you are subject to any posted policies or rules applicable to services you use through the Site, which may be posted from time to time. All such policies or rules are hereby incorporated into this Agreement.

Section 24. General

ServerHub Inc

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement in accordance with the Notices Section. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

We may amend this Agreement at any time by posting the amended terms on the Site. Except as stated elsewhere, all amended terms shall automatically be effective 30 days after they are initially posted on the Site. Additionally, we will notify you through the Site's message center tools. This Agreement may not be otherwise amended except in a writing signed by you and us. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof.

This User Agreement was last revised on May 23, 2018