

TERMS OF SERVICE

PRIVACY POLICY

Updated: May 18th 2020

privacy policy is quite simple:

1. Protecting customer privacy is of utmost importance
2. Customer data is customer's data: No "*peeking*", logging, or otherwise checking customer data contents without a *strong reason* (administrative, or technical).
3. Abide by Canadian laws relating to customer privacy, customer data. Including retention and protection policies of Canadian laws.
4. We will not retain customer data information (what is stored in the service by customer).
5. Cooperate with authorities only as required *and permitted* by the Canadian law.

GENERAL PHILOSOPHY OF PRIVACY

Here at Hostingsharedbox, customer privacy is *very highly respected and protected*. The main philosophy is that *customer data and information is theirs, not ours and we do not even want to know of what is stored, or any other information which is considered private unless we are required to*. We consider data you store to our servers to be your private information, and looking into that would be like looking at your home computer hard drive: **Not our business!** . We are required to gather certain details, and retain those details of all customers however, for example for accounting/admin purposes.

ACCOUNT SETUP

The longest time for a shared seedbox to be set up is usually 1-24 hours, dedicated seedboxes and servers are normally delivered within 1-72 hours. The time-frame depends on time/day of order, possible backlogs at datacenter and Holidays.

USAGE POLICY

While using any service provided by us you agree to follow our usage policy. You agree to not use our dedicated servers or seedboxes for any of the following..

1. Distributing fake torrents for example pay per install.
2. Any malware and virus distribution.

3. Racism and Hate crime related
4. Phishing and any form of fraud'
5. Copyrighted material which you do not own, or have permission to possess
6. Any type of script and or file that tries to interfere with another's website, server and or home connection (DDoS attacks).
7. Any child abuse, pornographic or related material.
8. Installing outdated/insecure software that could create possible backdoors to system(s)
9. Altering any settings to bypass limits on public trackers or abusing bandwidth.
10. Hosting warez, torrent trackers or any other such similar sites.
11. Re-sharing shared slots. Your slot on a shared server is for you and **your use only**. The server is shared by us by a set max amount of customers.
12. Public Trackers.
13. Cryptocurrency / Mining

Failure to comply with the above usage terms can result in immediate termination of service without warning as well as possibly in extreme cases details sent onto the appropriate authorities.

MAINTENANCE/UPGRADES DOWNTIME

From time to time it may be necessary to disable services while we perform maintenance or upgrades. Down time can range from estimated 1-96 hours depending on the work that may be required. Down days will be added back onto services. When possible users will be emailed in advance or an announcement will be made.

FAIR USE POLICY

Public/Semi-Public Trackers: We do not permit or support the use of public trackers on our services. The reason for this is public trackers are a security risk and can take a lot of resources from the server and this is not fair to other customers you share bandwidth with. By default public trackers will be blocked or limited by upload speed and ratio. Users abusing this can lead to your service being suspended with no refund. **What is a Public Tracker?** A public tracker is a tracker you can download from without having to login or have an account. Semi-public ones like Demonoid etc the "site" requires login but the "tracker" does not require authentication to connect to peers on tracker.

BILLING

All our services are billed and auto calculated during initial order. No prorated billing here!

CANCELLATION

While we pride ourselves on the service we offer we know we can not satisfy every customer every time. We will work with any customer to work out any problems you may have. A customer can cancel their service at any time via client area to stop future invoices however no refund can be given past first 72 hours of initial order. (We can not provide refunds for dedicated servers unless hardware is faulty and a replacement cannot be provided). If you also created a subscription with Paypal for automated billing then you must cancel this via your Paypal account.

No refunds for Paypal subscriptions will be given unless you have used the cancellation function before the due date.

DATA RETENTION POLICY

Our data retention policy is simple, we do not backup data and we are not responsible for data loss. Clients are responsible for backing up their own data. In the event of system error, hardware failure, hacking, etc we will do our best to recover your data but can never be held liable.

SECURITY

We reserve the right to disable or terminate any service without notice that we suspect has been hacked or been used for malicious purposes. This is to preserve the security of network. We supply unmanaged servers and end user is responsible for their own configuration and security.

REFUND POLICY

Dedicated services are **NON-refundable** in all cases except where hardware fails and we cannot provide replacement in reasonable time. Shared services are refundable within 72 hours if the customer is not satisfied and we cannot rectify the situation. Payments made to us are non-refundable, however in the situation in which we cannot provide you a service in which you paid for we will refund in full or prorata depending on usage and situation. We must also remind you that hosting is a virtual service, it is not a "tangible good". All payment disputes raised with us will be referred to this terms of service you agreed to and your services with us will be terminated. If you fail to comply to these terms of services your account will be suspended and or

terminated without warning. Note: In the case of any over-payments, ie a user accidentally pays an invoice twice for example paying via PayPal subscription but then also manually paying an invoice the over-payment is automatically added to the clients credit account. This credit will automatically be applied to any invoices that are generated/due when a client orders or renews. To qualify for a over-payment credit refund the client must contact our billing department via a support ticket within **24 hours** of invoice payment.

TERMINATION

We reserve the right to terminate a service at any time (Without refund) if customer breaks any part of our TOS or abuses service or staff in any way or we do not receive payment.

COPYRIGHT VIOLATIONS

Hostingsharedbox will respond to all reports of infringement that are formatted in accordance with the Digital Millennium Copyright Act and any other applicable copyright laws. Notices of infringement that do not comply with this act will not be processed. We will act in accordance with the DMCA when handling infringement reports and remove the infringing data if needed. No user information will ever be shared.

CHANGES TO TOS

These TOS may change at anytime without notice please check back regularly for changes.