



# Terms of Service

**Commencement Date:** Wednesday, 1 September 2021

## Introduction

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using [www.Zunded.net](http://www.Zunded.net) ("the Site") operated by Zunded ("us", "we", or "our"). This Agreement sets forth the legally binding terms and conditions for your use of the Site at [www.Zunded.net](http://www.Zunded.net)

## Services

The Description of the Services and any goods is as set out in the Website, catalogues brochures or other form of advertisement. Any description is for illustrative purposes only and there may be a small discrepancy in the size and color of any goods supplied. In the case of Services and any goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate. All Services which appear on the Website are subject to availability. We can make changes to the services which are necessary to comply with the applicable law or safety requirement. We will notify you of these changes.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Zunded without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH RESPECT TO THE PROPRIETARY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER DAMAGES ARISING OUT OF OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

## Intellectual Property

The Site and its original content, graphic, images, videos, features and functionality are owned by Zunded and are protected by international copyright and other intellectual property or proprietary rights laws.



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## Permission to Host Your Content

Upon receiving your payment for our services, we will set up your account. In addition, you will need to provide us an email that is active that we will be able to reach you at all times typically an email address that is not @ the domain(s) you've signed up for, this will be our main form of contact in the event that you may have violated an abuse clause and/or any part of this agreement. If we feel that you have failed to meet this requirement, the order may be considered fraudulent in nature and could be potentially denied.

## Server Locations

By using our service or sites, you give us permission to store and host your content and data on our servers in the United States - and Ontario, Canada.

## Domain Registration

When purchasing a domain with us you are giving explicit permission to give your contact and billing details to Namesilo and/or eNom. Please look over Namesilo and/or eNom's terms of service and privacy policy as we are not responsible for anything that happens on their end. Domains typically take up to 48 hours for it to be processed. Domains can be suspended if they violate our terms of service and/or a Canada or United States law, and a refund will not be given.

## Transfers

We do provide the transferring of any website/server as a courtesy service, but we cannot make any guarantee that during the transfer process we will be able to move your site/server. Our service department will try to move your site/server to our hosting platform, but the amount of time can vary immensely depending on how the site was previously configured. We always strive to make this a seamless process and try to avoid any interruption to existing sites/servers but in some cases, we may be unable to assist you in a transfer of data from the old server. We are not responsible for data loss in transfers.

## Sharing a Plan

We do not condone sharing your plan with another entity such as: a person or company. Doing so will get your service suspended immediately if discovered.



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### Acceptable Use/Illegal Activity

Zunded strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for:

- Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited.
- Hosting of files, that are under our copyright (if not bought) or other data that infringes on another's copyright or other intellectual property rights.
- Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection.
- We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort. Uploading or linking to any content that violates another's right of publicity or privacy.
- Distributing hate speech, or any other content that is obscene, abusing, this could be considered libelous and defamatory. Hosting, storing, or distributing child pornography. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified.
- Child pornography, bestiality, hate speech, scam sites, phishing sites and any other material which is considered to be illegal in Canada or the United States is strictly prohibited.
- Hosting, storing, or distributing pornographic material. This includes sites that may provide links to adult content elsewhere. In addition, our servers and services may not be used for the propagation, distribution, housing, processing, storing or otherwise handling in any way lewd, obscene, or satanic materials.
- Content Delivery Network (CDN) streaming on Zunded servers or network.
- Any sort of file hosting website, including but not limited to, uCloud, ownCloud, YetiShare, Tequila, Dropbox, etc.
- Threatening to DDoS and/or DDoSing or Doxing. • Stealing files that do not belong to you, especially stealing copyrighted files. If you are doing any of these on your service, your service



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will be terminated without refund with the possibility of proper law enforcement agencies being notified if needed.

### Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and products with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information. If your server is suspended for illegal activity or not paid for by the end user, Zunded has the right to the files on that related service.

### Payment Information

Upon creating an account with Zunded you agree to make all appropriate payments for the services received, in advance of the time period during duration in which such services are provided. Moreover, unless you notify Zunded that you would like to cancel all or any of the services rendered, all services will be billed on an ongoing basis. In addition, as a client of Zunded you take full responsibility to make sure that our payment information is always up to date and that all invoices are paid on time. If any invoice is placed into an overdue status it will result in a minimum late fee of an added 15% from the original payment amount and/or potential suspension until account balance has been paid in full. Zunded reserves full rights of changing product prices whenever, to whatever price they want, without warning.

### Invoices and Credit Cards

Invoices are made 14 days before their due date. If you have a Credit Card added, our module will attempt to charge it right away. By adding a Credit Card you allow us to charge you for the service you bought, if you wish to not have us charge you, please cancel the service before the invoice is created or create a ticket so we can remove the Credit Card from your account.

### Suspensions

Defining: "you" - The customer "assets", "files" or "server" or whatever other term may be used - The service provided, and add-ons and files provided along with it. By purchasing with Zunded, "you" give us permission to host and have control over "your" files once they are active on our network. Upon suspension, where emails are sent with payment reminders; "you" risk the



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permanent loss of your files/add-ons. You purchase your service for a length of time, once that period is over; accessibility is lost. Where possible- "you" must ensure that "your" files are backed up in regular intervals off-site (i.e. on "your" local host). Zunded takes no liability and provides no warranties that once a server is suspended, the files will be accessible by yourself or your third parties (or sub-users). Charge backs- At no time shall any current client or former client chargeback for any reason, if you charge back your service will be suspended or terminated. Additionally, if said client wishes to restart a service, they will be required to pay back the amount charged back. Upon suspension, server files may too be deleted at the discretion of Zunded's executives. By allowing "your" server to be suspended and/or providing (or third-parties providing) Zunded with the knowledge that "you" are in breach of our Terms of Service, "you" subsequently waiver "your" rights to access "your" files/assets and "your" "service", "assets" or "server" will no longer be accessible. Once your service is suspended, your files are kept for up to 5 consecutive business days (or less, at discretion of Zunded's executives with a minimum of period 24 hours) or until the invoice on the Client Area is shown as cancelled, whichever is shortest. The accessibility, if challenged, will be forwarded onto our Billing and/or Abuse Department and will be provided with an outcome at the latest of 48 hours after challenged. - Cases of exemption: Where you have informed Zunded in a written notice that you would like a copy of your files when your service is suspended (though Zunded may decide to subsequently cancel your request at any time), you may be provided with exemption or legal immunity to the above clause.

### **Cancellations**

As a customer of Zunded you can cancel your account at any time by reaching out to our billing department which can be found in the contact us portion of our privacy policy and/or website. Moreover, Zunded may terminate your access to the Site, for any reason, including but not limited to, a breach of this Agreement or without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. Cancelling a product/service does not grant you a refund, it only cancels and terminates your product/service. The product "Add Funds" cannot be cancelled and refunded and is not a subscription/package, it only adds credit balance to your account.

### **Fraudulent Activity**

Zunded reserves the right to screen new orders for previous fraudulent activity and report existing clients who violate our Terms of Service. In case of a violation, you may be reported to other partnered companies for fraudulent activity. If necessary, we will contact proper law enforcement.



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### Payments and Refunds

All payments are done via Stripe. Please contact us if you want to use another form of payment. We usually approve refunds within the first 48 hours of purchasing a service as per our money-back guarantee. If you did not request a refund within that time we will not provide you with a refund. Speak with Billing/Support to claim the refund. Refunds are only applicable to Shared/Website hosting. There are NO refunds for Domain services. Over-payments or fund added to accounts are not refundable. You expressly agree that your use of, or inability to use, the service is at your sole risk -- refunds for not knowing how to use something is not acceptable.

### Support

We have multiple Support Methods such as Discord, Tickets and Live chat. The only official Support Method for Billing and Security issues is tickets on [client.zunded.net](https://client.zunded.net).

### Links to Other Sites

Our Site may contain links to third-party sites that are not owned or controlled by Zunded. Zunded has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

### Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of Canada without giving effect to any principles of conflicts of law.

### Changes to this Agreement

We reserve the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site without notice. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Service. Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately. If you have any questions about this Agreement, please contact us. Email: [admin@zunded.net](mailto:admin@zunded.net)



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## Trademarks

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## Waiver

No waiver of any term of these Terms shall be deemed a further continuing waiver of such term or any term, and Zunded's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Notices and procedure for making claims of copyright infringement.