

# Master Services Agreement

MSA Revision Date: July 14, 2020

<b>Legal Contact</b>	Please direct all legal correspondence to the following:			
Xinsto, LLC d/b/a NodeSpace Hosting C/O: Legal Department 3813 Fleetwood Ln Williamsburg, VA 23188 <a href="mailto:legal@nodespace.net">legal@nodespace.net</a>				
<b>Company Information</b>	Company Name	Xinsto, LLC	Company Name	_____
	Address	3813 Fleetwood Ln	Address	_____
	City, State, Zip	Williamsburg, VA 23188	City, State, Zip	_____
	Country	USA	Country	_____
	Phone	(800) 304-0345	Phone	_____
	Fax	(800) 304-0345	Fax	_____
	Email	legal@nodespace.net	Email	_____
	By	_____	By	_____
	Name	_____	Name	_____
	Title	_____	Title	_____
Date	_____	Date	_____	

This Master Service Agreement (MSA) shall constitute a binding contractual agreement between Xinsto, LLC dba NodeSpace Hosting, a Virginia Limited Liability Company, (“NodeSpace”), and the subscriber of services (“Customer”). The Master Service Agreement shall include the Terms of Service (TOS), the Acceptable Use Policy (AUP), the Service Level Agreement (SLA), and the Privacy Agreement (PA). The customer agrees to be bound to all agreements found herein.

Note: NodeSpace reserves the right to supplement and/or amend, at any time, the terms and conditions of its Master Service Agreement, including the TOS, AUP, SLA, and Privacy Agreement. NodeSpace will provide notice to its Customers through My NodeSpace of any changes affecting cancellation, payment of fees, or the SLA. It is the Customer’s responsibility to review NodeSpace policies on a frequent basis to ensure compliance because the Master Service Agreement in place during your most current month applies, not the MSA which was in place when you registered. Changes requested by the Customer to any of these agreements or to the Master Service Agreement must be agreed to in writing by NodeSpace.

## Terms of Service

Revision date: July 14, 2020

Customer agrees to the following terms of service:

1. **Contact and Billing Information.** You must provide us with, and keep current, accurate contact information for you. This includes but is not limited to E-mail addresses not based on the main domain of your account and telephone contacts. Maintaining accurate and updated information with us is required. It is your responsibility to ensure the email address on file is current or up to date at all times. We are not responsible for any claim, damages, fees, or otherwise, as a result of accounts terminated or suspended due to inaccurate or unusable contact information. Providing false contact information of any kind may result in the termination of your account. You can update this information at any time in your client dashboard or email.
2. **Account Setup.** We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address that is not at the domain(s) you are signing up under. While we maintain the highest standards and try for near-instant account activations this is not always possible. Certain account types such as dedicated servers, virtual private servers may often require a great deal of extra time to provision. At times additional fraud checks or information may be needed, and the client agrees to provide said information in a timely manner. We make no guarantees in regard to the speed in which an order is completed. Accounts will only enter the setup queue once we have received payment and screened the order for fraud. Accounts are then setup in the order they are paid, received, and screened. In certain cases such as dedicated or virtual private servers purchases and other high-risk transactions, it may be necessary to provide government-issued identification and a scan of the credit card used. If you fail to meet any requirements, the order may be canceled without notice.
3. **Website Transfers.** In certain cases where requested by the client, we will transfer your data from the previous provider to our servers. This will be done with our best efforts, however, we do not guarantee the transfer process. This courtesy service is done on an as requested and as available on a case-by-case basis. Each provider may use different software, configurations, and/or other variables which complicate or in some cases prevent a smooth transfer. We will provide free transfers when possible as long as the new environment and control panel are the same as the old host/server. We will advise you if your free move is not possible and what the rate will be if you wish us to proceed at that point. We do not guarantee the transfers will be successful, complete, or done in a certain period of time. The free transfer services are available for 30 days from your sign up date. Transfers outside of the 30-day free period will incur a charge; please contact our support department with specific details to receive a price quote.
4. **Dedicated IP Address Allocation.** Any dedicated IP order in addition to ones provided with a hosting package may be subject to IP Justification. Justification practices are subject to change to remain in conformity with policies of American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.
5. **Service Plans.**
  - **Shared and semi-dedicated** accounts may not resell hosting. All accounts that include endless disk space will start with no less than 50 GB of disk space quota. You may request more space via a simple button click in your My NodeSpace service page when you have used 80% of your current allowance. Our system will automatically increase your quota and you can continue to request more every time you reach 80% usage. Clients may not use this space for anything other than active hosting files, i.e., files needed for their actual website. It is not to be used to store other data, backups, or archive files of any kind. Files must be publicly accessible and linked on your site.

- **Resellers** are responsible for supporting their own clients. We are happy to help you support your clients but all support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are responsible for all content stored or transmitted under their reseller account, clients' accounts, and for the actions of their clients'. Resellers and their clients are liable to and responsible for adhering to all the terms in this agreement.
  - NodeSpace reserves the right to reset the password if the password on file does not work if we are being direct to by law enforcement or to perform security audits. Clients must ensure the email, phone number, and passwords on file are current at all times. NodeSpace reserves the right to audit servers to ensure a secure and safe network. Dedicated servers are not backed up but we do offer several methods of added service for an additional fee to help clients setup a backup such as our enterprise backup service or adding an extra drive to the server. Please contact [sales@nodespace.net](mailto:sales@nodespace.net).
6. **Domain Registrations.** You are also requesting us to register your site for you when selecting "new domain" in the order form of our site. NodeSpace will register such services for you on your behalf but it is your responsibility to ensure the correct name servers are set for your domain. All domain registrations are NON-REFUNDABLE. For free domain offers we will transfer domains only after the money back guarantee period has ended. You, as the registrant of the new domain, are required to ensure correct WHOIS information is maintained at all times. You can manage your domain through the My NodeSpace portal.
  7. **Domain Renewals & Transfers.** You are welcome to transfer your domain to NodeSpace or away from NodeSpace. Please keep in mind that certain registries may have restrictions on transfers. NodeSpace does not control these restrictions and we cannot make any exceptions. You're welcome to renew your domain with us. We will provide email reminders at 60 days, 30 days, 7 days, and on the day your domain expires. Domains renew at their current registry price which you can find in your renewal email or in the My NodeSpace portal.
  8. **Price Changes.** The amount you pay for hosting will never increase from the date of purchase. While we have little control over third party licensing where prices can go up outside of our control, we will never increase an existing clients' web hosting account plan price. However, add-ons such as domains, WHMCS, control panels, IPs, etc. are licensed from third parties and therefore are subject to change including any items currently provided free. New accounts for current customers are subject to the current fees at the time the new account is opened. We reserve the right to change prices listed on nodespace.net, and the right to increase the amount of resources given to plans at any time.
  9. **Coupons.** Discounts and coupon codes are reserved for first-time accounts \*or first-time customers\* only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have signed up using a particular domain, you may not resign up for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of the account. Coupons or discounts are only valid towards the initial purchase, and do not affect the renewal or recurring price. NodeSpace reserves the right to cancel or invalidate any coupon at any time for any reason.
  10. **Billing and Payments.** You agree to pay NodeSpace in advance for the services to be rendered. Subsequent payments are due on the anniversary date of your plans term. You agree that until and unless you notify us using the proper cancellation form for all services received, those services are considered active, billable, and will be billed on a recurring basis. Client agrees to all annual and longer term recurring charges that are not canceled at least 45 days before the next

renewal date. It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. NodeSpace reserves the right to bill your credit card or information on file. We are not responsible for any fees accessed on the client by their bank as a result of the client's account being invoiced. NodeSpace provides a 5 day grace period from the time invoices are generated, however, invoices not paid by due date are subject to a late fee of 10% (ten percent) of the past due amount or a fixed fee of \$7.50 (seven dollars and fifty cents USD), whichever is greater. Service will be interrupted on accounts that are 5 days past due. Service interrupted for nonpayment will remain disconnected until the account balance or contract term is paid in full. Invoices that are paid more than once or any other over-payments can only be added as credit towards the account and can not be refunded. Any dispute to a credit card charge aka chargeback, wrongful or intentional, will result in a \$50 administrative fee in addition to the disputed charge before service can be restored. We may request payment in cashiers check or money order before restoring service. All billing disputes must be reported within 30 days of the time the dispute occurred. NodeSpace may temporarily deny service or terminate this Agreement upon the failure of client to pay charges when due. Such termination or denial will not relieve client of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

11. **Cancellations and Refunds.** NodeSpace reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice. All cancellations must be sent using the cancellation form in the support center/dashboard. Cancellations are effective the date the form is submitted unless otherwise requested. While there are no cancellation fees, you must cancel prior to your next billing cycle. Payments made up to your cancellation date are not refundable unless you're canceling within the 30 day money back guarantee period less any setup provisioning fees. Any due or past-due balance on your account must be paid in full to cancel. This does not include any added support or service fees you have contracted us to provide.

Until an account is officially canceled via cancellation form you are obligated to pay for your account even if you do not use it. It costs us on an ongoing basis to provision space, power, and bandwidth for services of our clients. We continue to provision those services for your use until you cancel with us therefore we can not know if you are not using the space after we have provisioned it. Because we have provisioned services and provided you with details you have the ability to use your account. An unused account still uses system resources that could be used for other customers.

If our internal collection efforts fail, NodeSpace reserve the right to turn the account over to a 3rd-party (either collections agency or attorney) for further action at clients expense. We reserve the right to report your unpaid balance to credit reporting agencies. Unpaid invoices may affect your credit rating. We place our highest priority on current clients as such cancellations are the lowest priority and may take up to 10 days to process. Cancellations will however be effective as per the effective date of the cancellation form as entered by the client. Our system will prevent future billings.

Only first-time accounts are eligible for a refund. Refunds only apply to the money back guarantee. There are no refunds on domain name registrations, dedicated servers, colocation services, service add-ons, software licenses, administrative fees, support or install fees. Account renewals and recurring payments after the money back guarantee are non-refundable. We will not refund accounts that do not cancel before their next due date. Meaning, while canceling,

your last payment made prior to canceling will not be refunded. Client may request a cancellation date that matches the service end date.

Violations of the Terms of Service will waive the refund policy.

12. **Staff and Personal Abuse.** While we all try to get along sometimes that's a challenge. Please treat our staff and personnel as you would like to be treated yourself. While we are tolerant and understanding we too are human, please treat us as such. \*looking at you angry guy\*. You agree to refrain from abusive and profane language on our systems, interfaces, public, and private communications. Abuse of our staff in any medium or form will result in the suspension or termination of your services.
13. **Content.** You are responsible for any and all content in and under your site or account at all times. All services provided by us may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email [abuse@nodespace.net](mailto:abuse@nodespace.net) with the information required. We do permit legal adult content on dedicated servers, colocation services, and VPS accounts. All other services not listed here are forbidden to store, serve, or contain any adult materials. We reserve the right to determine the definition of "adult content" as it pertains to our services.

Any material that, in our judgment, is obscene or threatening is prohibited and will be removed from our servers with or without notice. This includes but is not limited to unauthorized copying of movies, music, books, photographs, or any other copyrighted work. We do not allow any content that may be construed as offensive or illegal including, but not limited to pirated software, bit torrents, IRC, Proxies, hacker programs/archives, copyrighted MP3's, Warez, copyrighted material, trademarks, child pornography or content perceived to be child pornography, or material protected by trade secrets and other statutes. Any site found to host perceived child pornography or linking to child pornography will be suspended immediately without notice and reported to authorities. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are prohibited.

Please see the NodeSpace AUP for more details on content restrictions.

14. **Fraud.** Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters." Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous re-mailers or nicknames does not constitute impersonation. Impersonation involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it. NodeSpace utilizes FraudRecord 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 FraudRecord for misbehaviour using one-way hashed information.

15. **Threats and Unlawful Conduct.** You may not use our service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property. Use of our services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another company or individual will result in immediate and permanent termination of your account(s).
16. **Server Abuse.** Any attempts to undermine or cause harm to any Company server or customer of ours is strictly prohibited. We hold no responsibility for the use of our clients' accounts. Any account the abuses resources and actions are not taken to desist, calls for immediate deactivation without any refund of payments made thus far. Any site using what we deem to be using excessive cpu cycles or any resources that cause strain to other sites may also be offered new terms. Use of our service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of our or another entity's computer software or hardware, electronic communications system, or telecommunications system. Full details are available in the NodeSpace AUP.
17. **Attacks and Exploits.** Any activity which affects the ability of other people or systems to use any services or other Internet services. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the client's responsibility to ensure that their server is configured in a secure manner. A client may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. We will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems.
18. **Commercial Advertising Email (SPAM).** NodeSpace maintains a zero tolerance spam policy and we adhere to it strictly. Spamming, or the sending of unsolicited email, from one of our servers or using an email address that is maintained by us is STRICTLY prohibited and will qualify your site for immediate deactivation with no refund. Sites advertised via SPAM (Spamvertised) are not permitted on our network. This includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. Any account which results in our IP space being blacklisted will be immediately terminated.

We will be the sole arbiter as to what constitutes a violation of this provision. Additionally claims investigated by us about spam from any of our users or users of theirs, will be billed for such work. The clean up fee for such an instance will be determined by NodeSpace and usually no less than \$500 per incident.

19. **Programs/Daemons.** We do not allow programs to run continually in the background on shared hosting servers. You can run any legal daemons on your own VPS or Dedicated server except for IRC and Proxy services. This is to minimize system resources used and operational maintenance needed. IRC: We DO NOT allow IRC or IRC bots on our network. Proxy: We DO NOT allow proxy services on our network.
20. **Security.** You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Sharing your password and account access with unauthorized

users is prohibited and you will be held responsible for such use. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You may not attempt to circumvent user authentication or security of any host, network or account. Users who violate systems or network security may incur criminal or civil liability. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

21. **Resource Usage.** User may not:

- Use 25% or more of system resources for longer than 90 seconds. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network on shared servers.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities on shared servers.
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc on shared servers – game servers are obviously excluded
- Run cron entries with intervals of less than 5 minutes.
- Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`
- To help reduce usage, do not force html to handle server-side code (like php and shtml).

22. **Bandwidth Usage.** Your account is provisioned with a monthly bandwidth allowance that varies depending on the hosting plan you order. If your account exceeds the allocated amount we reserve the right to suspend the account until the start of the next month, until you upgrade to a higher plan, or until you purchase more bandwidth. We are very lenient on bandwidth and providing time to find a solution that will work for your needs. Less than 0.001% of clients ever have high enough bandwidth needs that we have to work on custom plans to fit their needs. If you terminate the account you are still responsible and liable for any current usage and associated fees for the overages. Data transfer usage for dedicated servers is calculated using 95th percentile, also known as burstable billing, in order to assist clients from heavy overage penalties should they experience unanticipated spikes in traffic.

23. **Backups and Data Loss.** Clients use our services at their own risk. Our server software does create daily backups for users sites that you may download on your own. We do not store this file and it is for your own use should you choose to use it. We perform daily backups on all of our servers to ensure critical files are never lost. We provide this costly service free with no warranty and only as a courtesy. Any site using more than 15 GB space on our shared cPanel plans will be removed from the backup service. You may opt to purchase backup service for an additional fee. We will not restore a file any user has accidentally deleted or modified. The backup restoration is for emergency procedures only. You are advised to backup all of your own files to your local drive or additional backup service. If we do have backups available for your files that you need restored, and if we have the ability and time to restore the file(s), there will be a \$15 fee for restoring the files. We are not responsible for lost data, time, income or any other

resource due to faulty backups or non-existent back-ups. Backup restoration is NOT a fast process. Due to the volume of data being stored, compression, and network file transfers, decompression, restoration, integrity checks, and other variables, the restoration process of large nodes can sometimes take several days. We highly encourage everyone to purchase their own separate managed backups from one of our backup plans if your site or data is critical to your business or livelihood.

24. **Money Back Guarantee.** All shared clients are entitled to an unconditional 30 day money back guarantee. This guarantee begins the day we send out your accounts login details. If you wish to cancel your account and receive a full refund within 30 days of the date you signed up, please use the cancellation form in the support center prior to your 30th day of service. This guarantee includes the hosting plan only and does not include extra services or setup fees such as add-ons, name servers, programming work, administrative fees, software licenses, or web designing. Colocation and Dedicated servers are not entitled to this guarantee due to time and expenses we incur on each order.
25. **Refusal of Service.** We reserve the right to refuse, cancel, or suspend service at our sole discretion.
26. **Service Level Agreement (SLA).** This SLA is part of your contract with us. It sets out our rights and responsibilities for our failure to meet the criteria herein.
  - We guarantee network uptime 99.9% of the time during a 12-month period. Scheduled maintenance, Force Majeure such as hardware and software failure, hackers' and other attacks, and other, and Third Party Services are excluded.
  - Our calculation of network availability is based on our internal records. We may accept Third Party reports as evidence that you are entitled to a credit under this SLA.
  - Should we incur a network outage, we will credit you for an SLA event. Credit will be applied toward your next invoice. If you are past due on any Fees or you have breached these TOS, we are not required to provide the Credit to you. You must request a Credit within 3 days of the event covered by the SLA through your User Area. You will receive only one Credit per disruption. For example, should the disruption qualify for both an Uptime Credit and an Infrastructure Credit, you will receive only one Credit. Credits may not be aggregated, are limited to one month's Fees over a 12-month period, and may not be carried over from month-to-month.
  - This SLA is your sole and exclusive remedy for downtime, or any network, software, hardware or Equipment failure.
27. **Indemnification.** Client agrees to defend, indemnify, and hold NodeSpace harmless from any and all demands, liabilities, losses, injury, costs and claims, including reasonable attorney's fees asserted against us, our agents, our customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold or supplied, infringing on proprietary rights of a third party, copyright infringement, or defective products by customer, our agents, employees or assigns.
28. **Arbitration.** By using any NodeSpace services, you agree to submit to binding arbitration. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. Each party agrees that any action arising out of or in connection with this Agreement shall be handled by an arbitrator of NodeSpace's choice. The arbitrator's award is final and binding on all parties. You, the client, are also responsible for any and all costs related to such arbitration. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

29. **Disclosure to Law Enforcement.** NodeSpace will cooperate with law enforcement agencies. We will only disclose subscriber information including assigned IP numbers, account history, account use, etc. to a law enforcement agent or official that provides an authentic subpoena or lawful request.
30. **Disclaimer.** We are not responsible for any claims resulting from the use of our service. We are not responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for any services. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions regardless of cause. The client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons. Therefore, client agrees that the company shall not be liable for any damages, loss, or injury.
31. **Changes to the TOS.** NodeSpace reserves the right to revise its policies at any time without notice.

## Acceptable Use Policy

This Acceptable Use Policy (the “Agreement”) sets forth the terms and conditions of Your Use of hosting and related services (“Services”). This Agreement governs your use of the Services and is incorporated by reference into NodeSpace’s Terms of Service. Unless otherwise stated, defined terms in this AUP have the meanings provided in the Terms of Service. NodeSpace may modify this AUP at any time without notice.

### 1. Prohibited Uses

- Not to violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- Not to make any inappropriate communication to any Mailing List, Newsgroup, Chat Facility, or another Internet Forum.
- Not to allow any remote code execution of malicious software through the hosting account provided by NodeSpace.net
- Not to make, attempt or allow any unauthorized access to NodeSpace.net website, servers, your own hosting account or the account of any other customers of NodeSpace.net.
- Not to cause denial of service attacks, port scans or other endangering and invasive procedures against NodeSpace.net servers and facilities or the servers and facilities of other network hosts or Internet users
- Use of the Services to infringe upon another party’s intellectual property rights is prohibited. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. Selling or offering to sell any counterfeit merchandise will result in the immediate termination of your account. Any account found to be infringing on the intellectual property rights of others will be expeditiously removed or access to the material will be disabled. Any account found to be in repeated violation of this prohibition will be suspended or terminated.
- Not to forge the signature or other identifying mark or code of any other person or engage in any activity to attempt to deceive other persons regarding the true identity of the User.
- You may not use a shared hosting account as a backup/storage device with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

If you believe that your intellectual property rights are being infringed upon, please email [abuse@nodespace.net](mailto:abuse@nodespace.net). For copyright infringement claims, NodeSpace follows the Digital Millennium Copyright Act (“DMCA”) notice and takedown procedures. A list of the information required to submit a sufficient copyright infringement claim can be found [here](#).

## 2. Unacceptable Material

Unacceptable material on our servers (including shared, VPS, and dedicated servers)

IRC Scripts/Bots, IRCD (irc servers), Proxy Scripts/Anonymizers, Topsites, Image Hosting Scripts (similar to Tinypic or Photobucket ), AutoSurf/PTC/PTS/PPC sites, IP Scanners, Mail Bombers/Spam Scripts, Bruteforce Programs/Scripts/Applications, Banner-Ad services (commercial banner ad rotation), File Dump/Mirror Scripts (similar to rapidshare), Commercial Audio Streaming (more than one or two streams), Escrow/Bank Debentures, High-Yield Interest Programs (HYIP) or Related Sites, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme, Investment Sites (FOREX, E-Gold Exchange, including cryptocurrency), Sale of any controlled substance without prior proof of appropriate permit(s), Prime Banks Programs, MUDs/RPGs/PBBGs, Hacker focused sites/archives/programs, Lottery/Gambling Sites, Sites promoting illegal activities, Forums and/or websites that distribute or link to warez/pirated/illegal content, Bank Debentures/Bank Debenture Trading Programs, Fraudulent Sites (Including, but not limited to sites listed at [aa419.org](http://aa419.org) & [escrow-fraud.com](http://escrow-fraud.com)), Mailer Pro, Push button mail scripts, Tell A Friend Scripts, Broadcast or Streaming of Live Sporting Events (NBA, UFC, NASCAR, FIFA, NFL, MLB, Cricket, WWE, etc), Anonymous or Bulk SMS, Gateways, Bitcoin Miners, PayDay Loan Sites (including any site related to PayDay loans, PayDay loan affiliate programs, etc)

Any website found to host child pornography or linking to child pornography will be suspended immediately without notice.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our Terms of Service or this AUP in any manner may be removed from our servers (or otherwise disabled), with or without notice.

## 3. IP Address

NodeSpace assigns to You an Internet Protocol (“IP”) address in connection with Your use of the NodeSpace.net services. The right to use that IP address will remain with and belong only to NodeSpace, and You will have no right to use that IP address except as allowed by NodeSpace in its sole and absolute discretion.

## 4. Secure Shell (“SSH”) Access

To request SSH access to a shared server, You need to contact technical support. Upon completion of said terms You will be granted Jail access to the system on a provisional basis any misuse of the system will result in access being revoked. The use of php or any other means to circumvent this policy will result in immediate account termination. This section does not apply to VPS, Cloud, or dedicated servers.

## 5. Anti-Spam Policy

Websites advertised via spam may not be hosted on our servers. This provision includes, but is not limited to, spam sent via email, fax, phone, postal mail, instant messaging, or usenet/newsgroups. Any User account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

“Safe lists,” purchased lists, and selling of lists will be treated as spam. We may terminate the account of any User who sends out spam with or without notice.

NodeSpace reserves the right to require changes or disable as necessary, any website, account, database, or other component that does not comply with our policies, or to make any such modifications in an emergency that we deem necessary at our sole discretion.

NodeSpace reserves the right to charge the holder of the account used to send any unsolicited e-mail a cleanup fee or any charges incurred for blacklist removal at our sole discretion.

## 6. Resource Usage

User may not:

- Use 25% or more of system resources for longer than 90 seconds. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- Run cron entries with intervals of less than 15 minutes.
- Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.
- When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`
- To help reduce usage, do not force html to handle server-side code (like php and shtml).

## 7. Defamation Policy

Websites hosted on NodeSpace’s servers in the U.S. are regulated by U.S. law. NodeSpace’s policy is not to remove allegedly defamatory material from websites hosted on our servers unless the material has been found to be defamatory by a court, as evidenced by a court order. As a webhost, NodeSpace’s is not a publisher of User content and we are not in a position to investigate the veracity of individual defamation claims. We rely on the legal system and the courts to determine whether or not material is indeed defamatory. In any case in which a court order indicates that material is defamatory, libelous, or slanderous in nature, we will disable access to the material. Similarly, in any case in which a U.S. court has placed an injunction against specified content or material being made available, we will comply and remove or disable access to the material in question.

## 8. AUP Violations

Your Services may be terminated with or without notice upon any violation of this AUP. If applicable, violations will be reported to the appropriate law enforcement agency.

A failure to respond to an email from our abuse department within forty-eight (48) hours, or as otherwise specified in the email, may result in the suspension or termination of your Services.

If you feel you have discovered a violation of our AUP please report it to our abuse department.

## Privacy Agreement

### Who we are

Xinsto, LLC dba NodeSpace (referred to as “NodeSpace” throughout this document and website). Our website address is: <https://www.nodespace.net>

### What personal data we collect and why we collect it

#### New customer registration

When new customers sign up, we collect personally identifiable information including full name, address, phone number, information about your device (IP address, ISP, whether or not you’re using a proxy or VPN service, GEOIP data about your physical location, operating system, web browser version, screen resolution, type of device used such as desktop, laptop, mobile phone, or tablet), email address, and payment transaction IDs from third party payment processors.

We require this information in order to prevent fraud and abuse of services and so we can properly bill you for services used.

#### Support tickets

When you contact us for support or submit a general inquiry to our ticket system, we automatically collect your name, email address, associated services and products, IP address used at the time of submission (only through our web portal), and full email headers (when you respond or open a ticket via email).

This information is used to link your accounts between our systems as well as to prevent spam abuse of our support ticket system.

Our support tickets also have fields that may be used to collect sensitive information such as access usernames and passwords. These fields are encrypted when stored in our support database and then when the ticket is closed, this information is automatically purged.

#### Comments

When visitors leave comments on the site we collect the data shown in the comments form, and also the visitor’s IP address and browser user agent string to help spam detection.

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

## Media

If you upload images to the website, you should avoid uploading images with embedded location data (EXIF GPS) included. Visitors to the website can download and extract any location data from images on the website.

## Contact forms

If you submit information via a contact form, we collect your full name, email address, IP address, and optionally your telephone number. We use this information to contact you regarding our services.

## Cookies

If you leave a comment on our site you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

If you have an account and you log in to this site, we will set a temporary cookie to determine if your browser accepts cookies. This cookie contains no personal data and is discarded when you close your browser.

When you log in, we will also set up several cookies to save your login information and your screen display choices. Login cookies last for two days to a maximum of 90 days, and screen options cookies last for a year. If you select “Remember Me”, your login will persist for 90 days. If you log out of your account, the login cookies will be removed.

## Embedded content from other websites

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that website.

## Analytics

In order to optimize our website traffic, understand traffic patterns, demographics about who visits our website, and to understand how our website is found, we utilize Matomo. Matomo does not have access to any PII data on our website.

Matomo may place a tracking cookie on your computer which may be used by Xinsto to track your access to our site. To opt-out of all of Matomo, simply turn on your web browser's "Do Not Track" feature.

### Who we share your data with

We share your data with our payment processors – Stripe and PayPal – in order to process your payments. For new customers without any existing services, we share all the data collected during the signup process with our anti-fraud vendor, FraudLabsPro.

We also utilize FraudRecord 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 FraudRecord for misbehaviour using one-way hashed information.

We do not share your data with any other company outside of Xinsto, LLC and the companies mentioned above in this section.

### How long we retain your data

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognize and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website (if any), we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their username). Website administrators can also see and edit that information.

Customers who retain active status (one or more product or service is being actively used), all data is retained for as long as you are an active user.

Former customers who are marked as inactive status (all services cancelled, terminated, or expired), all data is retained for two years from the point of account closure. Once the two-year point is reached, all data regarding your account is purged. Former customers who left us in poor standing will only have minimal information removed from our services. This is so that we may identify users who owe unpaid invoices on previously used services.

### What rights you have over your data

If you have an account on this site, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

## Where we send your data

Visitor comments may be checked through an automated spam detection service. Data regarding the purchases of products and services or payments of invoices will be sent to Stripe and PayPal. Customers who have never been with us before will have all their information sent to FraudLabsPro for verification and processing.

## Your contact information

We collect your contact information. We ask that you keep your contact information up-to-date so that we have a method of contacting you. You may update your contact information at any time through our customer portal.

## Additional information

### How we protect your data

We use SSL/TLS security using, at minimum, 2048-bit RSA keys. Sensitive customer information is salted and hashed, before being stored in our databases. This makes the data completely unusable to anyone without our secret code.

### What data breach procedures we have in place

In the event of a data breach, we will notify you within five days of discovery via a non-marketing email as well as a prominently displayed notice on our website, <https://www.nodespace.net>.

### Questions about our privacy and your data

You can contact our Data Privacy Office at [privacy@nodespace.net](mailto:privacy@nodespace.net).