

Quality Network Consulting

OPERATING TERMS AND POLICIES

MASTER USER POLICY

September 29, 2019

1. Binding Agreement

Upon creating an account with us, you agree that this is a legally binding contract between us ("Quality Network Consulting"), and you (the "client").

- 1.1. By creating an account with us, you agree that you have read in full the Terms of Service and understand the rules that are bound to. Should you disagree to any part of this document, cease using our service immediately.
- 1.2. Both the client and Quality Network Consulting maintain the ability to terminate the contract at any time for any reason. Upon termination of the contract, the client must cease use of our services.

2. Refund Policy

The client has up to 24 hours from the date they submitted payment for their order to request a refund for their virtual server or web hosting product. After 24 hours have elapsed, refunds will be given only at the discretion of Quality Network Consulting.

- 2.1. SLA credits may be provided in the event of a service failure (on our part), or any other event that could lead to client service downtime or inaccessibility. SLA credits will not be given for downtime-causing events outside of our reasonable control (e.g. "force majeure" events, DDoS attacks).
- 2.2. In the event of a client payment chargeback, this contract may become void (at the discretion of Quality Network Consulting) and we will have no obligation to continue service with the client.
- 2.3. If the client has been found to be abusing their service (covered in section 4), no refunds will be given - even if 24 hours has not yet elapsed since purchase date.
- 2.4. SSL certificates and domains are not eligible for refunds, and all such sales are final.
- 2.5. Payments made with cryptocurrency are only eligible for partial refunds via account credit.

3. Disclaimer

Quality Network Consulting is in no way responsible or liable for the actions you perform while using our services.

- 3.1. Quality Network Consulting cooperates with verified law enforcement officials attempting to identify or apprehend a malicious user. Legitimate takedown notices or abuse complaints may be forwarded to the client, and if a resolution is not reached within a timely manner may result in service suspension or termination. Cases of severe abuse with a high likelihood to impact network reputation or other clients, such as (but not limited to) high email volume (spam) and cryptocurrency mining may be subject to immediate termination or suspension without notice or refund.
- 3.2. Under no circumstance, including negligence, shall Quality Network Consulting be held liable for the loss of data, loss of profits, or other similar data.
- 3.3. You agree to indemnify, defend and hold harmless Quality Network Consulting and associated parties from any claims, damages, losses, liabilities, suits, actions, demands, proceedings, or expenses threatened, asserted, or filed by a third party against any of the indemnified parties arising out of A) your use of our service, B) your violation of our Terms of Service, C) a breach in your warranties or contracts, and D) any acts or omissions by you. This section shall survive any termination of this agreement.

4. Acceptable Usage Policy

Quality Network Consulting forbids A) any activity that will reasonably affect other clients, B) uploading of content that would be deemed illegal in the United States of America, and C) activity or content that we list below:

- a. Child pornography, or pornographic images involving minors (under the age of 18). A police report will be filed.
- b. SPAM, sending unsolicited communication either via email or other protocols
- c. Denial of service shells, denial of service tools, "booters," "stressers"
- d. Botnets, Java "drivebys", or malicious computer software (malware)
- e. Financial or banking scams & fraud websites
- f. Content that you do not have consent of the owner to reproduce, e.g. copyrighted material, nulled software, "warez"
- g. Automated software, scripts that run continuously, or daemons.
- h. Excessive resource usage; prolonged CPU usage using more than your allocated share of resources. This includes both processing speed and network port speed.
- i. The usage of server processing resources to acquire cryptocurrency
- j. Any other material that we would deem inappropriate for our services, at our discretion.

5. Privacy Policy

Quality Network Consulting may collect information on all visitors to A) maintain a digital trail of access logs, which may be consulted in the event of a security breach, B) provide a higher level of customized support for clients, C) further understand our visitor's usage patterns of our services, and D) understand and enhance user experience.

- 5.1. Quality Network Consulting uses cookies on most of our web services to identify clients and track their preferences over multiple browsing sessions.
- 5.2. Quality Network Consulting does not sell, trade, or otherwise transfer any client information to third parties.
- 5.3. Domain registrant data will be publicly accessible in the WHOIS database unless private WHOIS is requested.
- 5.4. Quality Network Consulting is COPPA compliant. At any time, the client may request permanent removal of their data from our servers, as well as the ability to change the information we have on file for their account.
- 5.5. At any time, a client may request a complete copy of data associated with their user account.
- 5.6. Quality Network Consulting uses Google Analytics to record and track behavior and usage patterns on our billing and client portal.
- 5.7. Quality Network Consulting collects the following information for user accounts, as required for order processing and billing: First name, last name, company name, email address, address, phone number, and IP address. All collected user information are stored in secure databases in the United States.

Updates to our policy are subject to change without notification. It is the client's responsibility to maintain an up to date knowledge of our policies and abide by our requests.

Quality Network Consulting

<https://qualitynetworkconsulting.com>