Terms of Service

MH Tech LLC (D.B.A. Maple-Hosting), a California limited liability company, including MH Tech LLC's subsidiaries, affiliates, divisions, contractors, and suppliers or any party acting on MH Tech LLC's explicit instructions (collectively "Maple-Hosting", "MH Tech", "we", "us" or "our") welcomes you to Maple-Hosting.Com (the "Site" or "our website").

These terms and conditions of service (collectively, with our Privacy Policy, located at www.maple-hosting.com/privacy) govern your use of the site and the services, features, content or applications operated by Maple-Hosting.

In consideration of the mutual covenants herein, the parties agree to the following, which shall apply during the term of this agreement:

1. Definitions
   Where the content states:

   1.1. "You" or "your" or "user" or "Member" or "Customer" includes the person or entity purchasing the services or any party acting on the customer's instructions.

   1.2. "The Registrant" includes the person or entity applying for a domain name or any party acting on the Registrant's instructions.

   1.3. "The Registry" refers to the relevant domain names Registry.

   1.4. "Server" means the computer server equipment in connection with the provision of the services contemplated herein (the "Services").

   1.5. "website" means the area on the server allocated by us to you for use by you as a site on the Internet, may refer to all services.

   1.6. "ToS", "Terms of Use", "Terms of Service" or "Terms" refer to this agreement.

   1.7. "Cookies" are small text files placed on your computer by this Website when you visit certain parts of the Website and/or when you use certain features of the Website.

   1.8. In this terms of service document, unless the context requires a different interpretation:

        1.8.1. the singular includes the plural and vice versa;

        1.8.2. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this document;

        1.8.3. a reference to a person includes firms, companies, government entities, trusts, and partnerships;

        1.8.4. "including" is understood to mean "including without limitation";

        1.8.5. reference to any statutory provision includes any modification or amendment of it;

        1.8.6. the headings and sub-headings do not form part of this terms of service document.

2. Maple-Hosting reserves the right to modify this policy at any time, effective immediately upon posting of the revised Terms of Service to this page: www.maple-hosting.com/terms-of-service

3. **THESE TERMS OF SERVICE PROVIDE THAT ALL DISPUTES BETWEEN YOU AND MAPLE-HOSTING WILL BE RESOLVED BY BINDING, CONFIDENTIAL ARBITRATION. YOU HEREBY ACKNOWLEDGE THAT YOU HAVE WAIVED YOUR RIGHT TO PARTICIPATE IN ANY FORM OF CLASS ACTION AGAINST MAPLE-HOSTING. IN ADDITION, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT (EXCLUDING CLAIMS THAT QUALIFY FOR SMALL CLAIMS COURT) AND AFFIRMS THAT LEGAL COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER. ALL DISPUTE RESOLUTION WILL BE HANDLED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. FURTHER, YOUR CLAIMS CANNOT AND WILL NOT BE BROUGHT AS A CLASS ACTION, REPRESENTATIVE ACTION, COLLECTIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. PLEASE REVIEW THE SECTION TITLED "MANDATORY ARBITRATION AGREEMENT FOR DISPUTE RESOLUTION" BELOW FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH MAPLE-HOSTING. THIS ARBITRATION AGREEMENT IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA) AND WILL APPLY TO ALL CLAIMS AND DISPUTES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF THE DATE OF ACCRUAL OF SUCH DISPUTE.**

4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal,

or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

5. Some jurisdictions have consumer protection and other legislation which may apply to the services and which do not allow certain provisions such as limitations of liability and exclusion of certain warranties, among others. To the extent that a limitation, exclusion, restriction or other provision set out below is specifically prohibited by applicable law, such limitation, exclusion, restriction or provision may not apply to you.

6. We reserve the right, but have no obligation, to investigate any suspected violation of this ToS or misuse of the Services about which we have actual knowledge. In connection with such investigations, we may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Such reporting may include disclosing, reviewing and preserving appropriate customer information consistent with applicable law. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this ToS.

Acceptable Use Policy

7. The information and content hosted on your server and any and all actions performed by, on, or using your server are under your responsibility regardless of which server, hosting plan, and/or add-ons you've selected. You shall maintain adequate insurance coverage and backup policy in respect of any loss or damage to data stored on the hosting account and/or server. We shall not be liable for any damages incurred by data lost.

8. Your server can be used for activities that do not violate Dutch law, American law, UK law, the laws of the jurisdiction in which you conduct such activities (the "Applicable Jurisdictions"), and any activities that are not otherwise prohibited by these Terms of Service.

9. Maple-Hosting is a global company working with service providers all over the world. As a result, the laws and/or regulations of multiple countries may apply to certain legal matters, depending on the context of the matter at hand and the direct supplier of the underlying service or product. You represent, undertake and warrant to us that you will use the server allocated to you only for lawful purposes, as defined by Dutch law, USA law, UK law, and the laws of the jurisdiction in which you conduct such activities (jointly referred to as "Applicable Jurisdictions"). By using our services, you understand that Maple-Hosting is a California company offering server hosting services in The Netherlands.

10. In particular, you represent, warrant and undertake to us that you will not use the services for any unlawful or abusive purpose. Prohibited activities include:

    10.1. **Illegal Activities.** You will not use the server in any manner which infringes the laws of any of the Applicable Jurisdictions as defined above; nor will you authorize or permit any other person to do

so. Furthermore, you will not post, link to, or transmit:

    10.1.1. any material which is unlawful, abusive, malicious, threatening or otherwise objectionable as determined by our sole discretion.

    10.1.2. any material which infringes the copyright, trademark, patent, trade secret, or intellectual property of another party, nor will you publish content intended to assist others in unlawfully circumventing technical measures intended to protect any such rights.

    10.1.3. any material which constitutes, or encourages the commission of a criminal offense.

    10.2. **Hacking Activities.** You will not attempt to obtain unauthorized access to another server or website. You will not perform any form of stress or penetration testing without written permission from us. Furthermore, You will not post, link to or transmit any material containing a virus, malware, rootkit, trojan, or other hostile computer program. You will not use or attempt to use the server to perform IP spoofing, IP forging, send fragmented packets, send DoS or DDoS attacks, perform cyber crimes/attacks, host IRC bots/bouncers and/or content that may cause a political uproar and/or provoke attacks. You agree to not monitor data or traffic on a System without permission.

    10.3. **Violent, Harassing, or Abusive Content.** You will not attempt to obtain personal information of or harass our members, clients, employees, directors, agents, suppliers, or partners. You will not host or allow anyone to host any content that incites or threatens violence against any person, promotes terrorism, is intended to harass, abuse or invade the privacy of any individual, creates a risk to the physical safety or health of any individual or to public safety or health, or that threatens or encourages harm on the basis of race, ethnicity, national origin, religion, caste, sexual orientation, sex, gender, gender identity, serious disease or disability, or immigration status.

    10.4. **Fraudulent or Harmful Activities.** Engaging in activities that are deceptive or harmful to others, or that would harm our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), deceptively impersonating another person or entity, or engaging in other fraudulent or misleading practices.

    10.5. **Unlawful Pornography.** Disseminating child pornography or depictions of nudity or sexual activity obtained or disseminated without the consent of those depicted (e.g., "revenge pornography").

10.6. **Controlled Substances.** Unlawfully selling or distributing controlled substances, including but not limited to any illegal or prescription drugs.

10.7. **Content Streaming Limitations.** Content streaming or any other bandwidth-intensive activity is prohibited on any hosting account that does not have an unmetered bandwidth port. Bandwidth-intensive activity is defined as any activity that results in bandwidth usage of over 250 Mbps as measured by us using the 95th percentile bandwidth billing method. High-bandwidth activities may include but are not limited to content streaming, live streaming, and video streaming.

10.8. **Channeling Prohibited Activity Through Us.** You will not engage in any activities that are prohibited by law or our Terms of Service using the service of another provider, while channeling such activities through a Maple-Hosting provided server, or using a Maple-Hosting provided server as a maildrop for responses.

10.9. **Direct Communication.** You will not attempt to communicate with our employees, directors, agents, suppliers, or partners except for the contact methods posted on our website.

10.10. **Falsifying Information.** You will not falsify user information provided to Maple-Hosting or to other users of the service in connection with the use of a Maple-Hosting service.

10.11. **Impersonating Others.** You will not impersonate another person when communicating with us.

10.12. **Damaging Use.** You will not use your server for any purposes that may cause damage to the server's hardware or that is likely to degrade any of the server or network hardware.

10.13. **Cryptocurrency Limitations.** You will not mine, stake, store, or mint cryptocurrency on your server without first obtaining written permission from us to do so.

10.14. **Spam.** We take a zero-tolerance stance against sending, encouraging, or transmitting of unsolicited e-mail, spam or attacks of any kind. Any user who sends out spam or attacks will have their account terminated without notice. "Safe lists" and purchased lists will be treated as spam. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, postal mail, email, instant messaging, or Usenet/newsgroups. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated, based on our discretion. Furthermore, you agree that:

10.14.1. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

10.14.2. You will not collect replies to messages sent from another internet service provider if those messages violate this AUP or the acceptable use policy of that provider.

10.14.3. You must use reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software and operating system and application software patches and updates.

10.14.4. You will not take any action which directly or indirectly results in any of our IP addresses being listed on any abuse database (e.g., Spamhaus).

10.14.5. You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction.

10.15. **Bandwidth Overusage.** Surpassing your allotted bandwidth of your server may cause our system to automatically suspend the server and/or downgrade the server's bandwidth port. It is your responsibility to track your bandwidth usage and let us know if you wish to upgrade your bandwidth. Excluding rare occasions, we will not suspend your server without emailing you a warning describing your high bandwidth usage. If you surpass your allotted disk/bandwidth usage as set forth in your purchased plan, you agree to purchase the excess in blocks as set forth on our website. Payment for such to be immediate and non-disputable.

10.16. **Allowed IPS.** You may only use IP addresses assigned to you by Maple-Hosting in connection with your Maple-Hosting Service.

11. You agree that we may quarantine or delete any data stored on any dedicated server or hosting plan if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt our network, another System, or other customers' data.

12. Maple-Hosting reserves the right to charge the holder of the account which abused our services a cleanup fee or any charges incurred for blacklist removal or other actions required to reverse the effects caused by the abuse.

13. You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorized use of your account or breach of security, including loss, theft, or unauthorized disclosure of your password or other security information.

14. **Consequences of Violation.** Maple-Hosting may, at its sole discretion, restrict, suspend, alter, or terminate a customer's account and/or services, and/or pursue other civil remedies if there is a reason to believe the client violates the terms of service provided on this page or applicable law. Our right to suspend or terminate your use of the Services applies even if a violation is committed unintentionally or without your authorization. Such right is not an obligation on us to act at any given time or with respect to any given customer, and we may exercise such right at any time within our sole discretion. Furthermore, you hereby

agree to indemnify and hold us harmless for any data loss and/or business loss and/or damages resulting from your violation of our terms of service or applicable laws.

15. You shall be held liable for any and all costs incurred to us as a result of your violation of these terms of service including, but not limited to judgements against us, abuse case processing costs, and attorney fees. Failure to pay these costs in a timely manner may result in suspensions or terminations to your services or account. If the number of abuse cases received under your account exceeds what we deem to be reasonable, we may charge you our standard abuse case processing rate to recover the costs involved in processing these abuse cases. Our current hourly rate for abuse case processing and resolution is $250 USD per hour, billed in hourly intervals.

16. We will not issue service credits, compensation, or refunds of any kind for any outages incurred through service disablement or restrictions resulting from violations of any terms and conditions.

17. Any access to other networks connected to Maple-Hosting must comply with the rules appropriate for those other networks. While we will use every reasonable endeavor to ensure the integrity and security of the server, we do not guarantee that the server will be free from unauthorized users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email or for any other damages caused by unauthorized access to your server.

Service Availability

18. We shall make reasonable efforts to ensure the server and the Services are available but we shall not, in any event, be liable for interruptions of Service or downtime of the server and/or the Website and/or the Registry other than that to which we expressly consent in these Terms of Service.

19. We shall have the right to suspend or terminate the Services at any time if we suspect a violation of terms of service or misconduct took place.

20. We also reserve the right to decline services/hosting to any client as we feel necessary and hold no liability. By placing an order, you are submitting a service application which we may accept or reject.

21. The member is solely responsible for the preservation of the member's data which the member saves onto its server (the "Data"). EVEN WITH RESPECT TO DATA AS TO WHICH THE MEMBER CONTRACTS FOR BACKUP SERVICES PROVIDED BY MAPLE-HOSTING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, MAPLE-HOSTING SHALL HAVE NO RESPONSIBILITY TO PRESERVE DATA. MAPLE-HOSTING SHALL HAVE NO LIABILITY FOR ANY DATA THAT MAY BE LOST, OR UNRECOVERABLE, BY REASON OF THE MEMBER'S FAILURE TO BACKUP ITS DATA OR FOR ANY OTHER REASON.

22. Maple Hosting will have no obligation to provide refunds or credits of any kind for outages and downtime caused by circumstances outside the scope of Maple-Hosting's control. Such causes include (but are not limited to) natural disasters and other uncontrollable events.

23. "Network Uptime" is the total time in a calendar month that the resource with guaranteed uptime is available through the Internet, provided that the client has established connectivity. We take responsibility for network availability within our network and for network outages from our bandwidth and connectivity provider, except when such network outages are excluded by other sections of these terms; however, we shall not be liable for any upstream problems outside of our network.

24. "Network Outages" or "Unscheduled Downtime" is any unplanned or unscheduled interruption in service availability which was directly caused by us during which the client is unable to access the services.

25. A "Network Outage" is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in our Network as confirmed by us. Downtime and outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

26. "Scheduled Downtime" is any Maple-Hosting scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment. Scheduled downtime occurs during notified downtime periods, with at least some advance warning.

27. Network Downtime is measured from the time the network is 100% unreachable at the router level until service is once again restored. In order to request a credit, you must e-mail us at billing@maple-hosting.com within seven (7) days after the last day of the calendar month in which the downtime occurred. For example, if the downtime occurs during the month of December, we must receive your e-mail between January 1 and January 7. E-mail notifications that are not sent within the first seven (7) days of the month immediately following the downtime will not be eligible for credits.

28. The amount of the credits are determined by the following rule, based on the amount of Network Uptime the Maple-Hosting network has provided for the month in which a credit is requested:

28.1. For each one-tenth of a percent (0.01%) (which is approximately 4 minutes and 23 seconds) of Network Downtime in a specific billing month, we will issue a one percent (1%) refund of the Customer's payment up to 100% of its payment for the service that suffered downtime during that month;

28.2. VALIDITY OF CLAIMS AND ISSUANCE OF CREDITS SHALL BE DECIDED ENTIRELY IN THE SOLE AND ABSOLUTE DISCRETION OF MAPLE-HOSTING. MAPLE-HOSTING SHALL NOT APPLY THIS CREDIT TO ANY NETWORK DOWNTIME THAT WAS BEYOND THE CONTROL OF MAPLE-HOSTING, INCLUDING (BUT NOT LIMITED TO) THOSE WHICH ARE ARTICULATED AS EXPRESS LIMITATIONS BELOW.

29. We will review claims for downtime compensation during normal business hours and will apply any applicable credit to the Customer's account within up to two billing cycles after Maple-Hosting receives the Customer's compensation request.

30. Notwithstanding any contrary provision in this Terms of Service, Maple-Hosting shall not be liable to reimburse in any form for failure to meet any of the guaranteed service levels where such failure arises from any one or more of the following:

    30.1. DDoS or DoS attacks, security breaches, natural disasters, hardware issues, scheduled downtime, maintenance, or upgrades.

    30.2. Maintenance by local public telecommunications and telegraph service providers on access circuits between Maple-Hosting and the clients' websites;

    30.3. Software or hardware maintenance done on Maple-Hosting's network.

    30.4. Emergency maintenance or upgrades, where such maintenance or upgrades are required by the occurrence of any events outside of Maple-Hosting's control;

    30.5. Failure of access circuits to the Maple-Hosting Network, unless such failure is caused solely by Maple-Hosting;

    30.6. False indications of outages reported as a result of outages or errors of any Maple-Hosting measurement system;

    30.7. Problems outside of Maple-Hosting's network (such as upstream providers, or client's inbound connection) not effecting 100% packet loss to our network, and interruptions or failures of individual service caused by Customer, Customer's agents or employees, Customer's clients, or other third parties, to Customer's service. These interruptions and failures include, but are not limited to, the following:

        30.7.1. Inaccurate or problem-causing configuration,

        30.7.2. Third-party software,

        30.7.3. Customer's abuse or over-utilization of resources,

        30.7.4. Acts or omissions of any person for whom Maple-Hosting is not responsible, or

        30.7.5. Any causes whether similar or otherwise outside Maple-Hosting's control;

    30.8. Circumstances beyond Maple-Hosting's reasonable control and force majeure events including but not limited to the following:

        30.8.1. catastrophic incidents, vandalism, lightning, power failure, fire, flood, earthquake, acts of nature, emergency, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, riots, curfew, strike or other labor disturbance, industrial disputes, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks, worms, Trojans, spyware, adware or other malware, failure of third-

party software (including, without limitation, e-commerce software, payment gateways, chat, statistics, or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this Terms of Service;

    30.9. DNS (Domain Name System) issues outside the direct control of Maple-Hosting;

    30.10. DNS propagation;

    30.11. Any negligence, willful misconduct, or use of Maple-Hosting's service in breach of Maple-Hosting's Terms of Service, Acceptable Use Policy, or No-Spam Policy;

    30.12. Faults caused by the client's equipment, applications, interconnected equipment, networks, systems or gateways and/or the acts or omissions of the Customer, third-party components whether within or outside Maple-Hosting's network or the acts or omissions of local exchange carriers or failure of third party services;

    30.13. Outages elsewhere on the Internet that hinder access to your account or services.

    30.14. Disconnection and/or reconnection of the services due to non-payment of any charges payable to Maple-Hosting or where the services are disconnected by reason of it being used for any illegal, unlawful, or other objectionable purpose described in the TOS, AUP, or No-Spam Policy.

    30.15. A customer moving from the server where downtime occurred to another Maple-Hosting server in the same calendar month.

    30.16. Hardware failures (e.g., failure of a Server power supply).

    30.17. Automatic suspension or terminations caused by a software bug, billing issue, or a payment that was not properly applied by our client area system even if such payment was made properly and on time.

Mandatory Arbitration Agreement For Dispute Resolution

31. Mindful of the high cost of litigation, you and Maple-Hosting agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to:

    31.1. The Website;

    31.2. This agreement;

    31.3. The Services;

    31.4. The breach, enforcement, interpretation, or validity of this agreement; or

    31.5. any other dispute between you and Maple-Hosting ("Dispute")

32. The party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class, registered mail, or e-mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 21 days in which to respond to or settle the Dispute. Notice shall be sent to (1) if to Maple-

Hosting at: sales@maple-hosting.com or (2) if to you at: your last-used e-mail address or billing address in your Account information. Both you and Maple-Hosting agree that engaging in good faith negotiation pursuant to this paragraph is a condition precedent that must be satisfied prior to initiating any arbitration or filing any claim against the other party.

33. In the interest of resolving disputes between you and Maple-Hosting in the most expedient and cost-effective manner, you and Maple-Hosting agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.

34. Any arbitration between you and Maple-Hosting will be settled under the US Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The number of arbitrators shall be one (1). The place of arbitration shall be San Diego, California. California State law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Maple-Hosting.

35. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MAPLE-HOSTING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND MAPLE-HOSTING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND MAPLE-HOSTING AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.**

Payments, Cancellations, and Disputes

36. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our website and shall be due and payable prior to receiving any service contemplated by this Terms of Service.

37. We reserve the right to change our pricing and fees at any time.

38. You are responsible for monitoring resource usage of your server. If you utilize more resources than those indicated in your current plan; you will assess a surcharge as set forth in our pricing structure active at the time of the additional resource utilization.

39. Payment is due each anniversary month, quarter, half-year, or year following the date in which the services were established until a cancellation request is given by you.

40. All payments must be in US Dollars unless we otherwise agree.

41. When an order is paid for using Alipay, Bitcoin, Bitcoin Cash, or any other accepted cryptocurrency, it undergoes a different fraud check process. This is due to the nonreversible nature and significantly lower chargeback risk that these payment methods carry. By choosing to pay for your order with a cryptocurrency, you understand that you will not be able to later switch to a different, non-cryptocurrency payment method due to the fraud risks involved in making such a switch and you agree that all future payments under your account must be made using cryptocurrency.

42. Late payments are defined as payments made past the due date of an invoice. Once an invoice is overdue, you will be charged USD $5.00 or 8.50% of the overdue amount, whichever is greater. The Parties agree that such calculation reflects a reasonable measure of damages for any such breach and payment would not be considered merely a penalty but payment of damages pursuant to breach.

43. Automated payments including but not limited to credit card payments, debit card payments, or PayPal payments will be automatically charged 8 days before each invoice's due date. In case the first payment fails, our system will attempt the payment again 1 day before the invoice's due date. In case automatic payment takes place and the client wishes to cancel their services for which the payment was made – they may request a refund no later than 1 day before the due date. You agree that any such refund will have payment processing deducted from it.

44. We require our customers to submit a request for service cancellation through our client area system no later than one day before the due date for any payment. Failure to make such request on or before that date shall deemed an assent to the following billing period and the customer will be charged accordingly.

45. Reversal of payment of any type is unacceptable and is considered a material breach of this agreement. Such reversals include but are not limited to PayPal dispute or charge-back, credit card or bank charge-back, bank reversal and any other act that reverts the payment made to Maple-Hosting. You hereby agree that:
    45.1. You shall be liable for any damages suffered by us for such reversal;
    45.2. You will remedy such reversal immediately upon written notice of such reversal or otherwise becoming aware of such reversal; and
    45.3. You will incur a reversal fee of 10% of the outstanding and past due amount or $20 USD (whichever is greater).

46. When Maple-Hosting is informed of a reversal of payment, we will suspend your account, your services and/or products and/or add-ons immediately at our sole discretion. If the reversal is not reconciled within 24 hours, the services and/or products and/or add-ons may be terminated, and you may lose any or all data housed on our servers, for which Maple-Hosting shall not be liable.

47. Renewal of access to the server or its data may sometimes be possible after the reversal is resolved if the service has not yet been terminated. Renewal of access will require a $50 reversal resolution fee which must be paid before access to the server or data is restored.

48. Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend or terminate the provision of Services to you.

Account Termination

49. Maple-Hosting reserves the right, in our sole discretion, to terminate your access to all or any part of the Services at any time, with or without notice, effective immediately, including but not limited to as a result of your violation of any of these Terms of Service or any law, or if you misuse system resources, such as, by employing programs that consume excessive network capacity, CPU cycles, or disk IO. Any such termination may result in the forfeiture and destruction of information associated with your Account.

50. Maple-Hosting may provide prior notice of the intent to terminate Services to you if such notice will not, in Maple-Hosting's discretion, run counter to the intents and purposes of these Terms of Service.

51. Except as otherwise set forth hereunder, any and all fees paid hereunder are non-refundable and any and all fees owed to Maple-Hosting before such termination shall be immediately due and payable, including any liabilities that may have been incurred prior to termination such as Maple-Hosting's costs for collection (including attorneys' fees) of any such charges or other liabilities.

52. Upon termination, any and all rights granted to the Member by this Agreement will immediately be terminated, and the Member shall promptly discontinue all use of the Services.

53. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

54. You may cancel the Services at any time by logging into the Client Area (required for ownership verification purposes) and requesting cancellation of services.

55. If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

56. If you become insolvent, commence bankruptcy proceedings, or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

Indemnity

57. **YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS US, OUR AFFILIATES, PARENTS, SUBSIDIARIES, ANY RELATED COMPANIES, LICENSORS AND PARTNERS, AND EACH OF OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, DIRECTORS, SUPPLIERS AND REPRESENTATIVES FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT ARISE FROM OR RELATE TO YOUR (OR ANY THIRD PARTY USING YOUR ACCOUNT OR IDENTITY IN THE SERVICES) USE OR MISUSE OF, OR ACCESS TO, THE SERVICES, CONTENT, OR OTHERWISE FROM YOUR USER CONTENT, VIOLATION OF THESE TERMS OF SERVICE OR OF ANY LAW AND/OR REGULATION, OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR COPYRIGHT OR OTHER RIGHT OF ANY PERSON OR ENTITY.**

58. **WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL ASSIST AND COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.**

Limitation Of Liability

59. **IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES:**
    59.1. **FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), OR**
    59.2. **FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR**
    59.3. **FOR ANY DAMAGES RELATED TO BREACH OF CONTRACT AND/OR ORDINARY NEGLIGENCE IN EXCESS OF (IN THE AGGREGATE) OF FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS ONE MONTH PERIOD, EVEN IF MAPLE-HOSTING HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF.**

60. **THE MEMBER ACKNOWLEDGES THAT THE FEES PAID BY HIM OR HER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT MAPLE-HOSTING WOULD NOT ENTER INTO**

THIS AGREEMENT WITHOUT THESE LIMITATIONS. THE MEMBER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST MAPLE-HOSTING ARISING OUT OF THE MEMBER'S PURCHASE OR USE OF THE SERVICES, OR ANY CONDUCT OF MAPLE-HOSTING'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE SERVICES.

61. IN ADDITION, YOU AGREE THAT MAPLE-HOSTING IS NOT RESPONSIBLE FOR ANY DATA COMPILED BY OUR SERVICES AND THAT MAPLE-HOSTING WILL NOT BE LIABLE, IN ANY MANNER, AS A RESULT OF YOUR EXPOSURE TO ANY DEFAMATORY, LIBELOUS, THREATENING, UNLAWFULLY HARASSING, OBSCENE OR OTHERWISE UNLAWFUL CONTENT OR DATA. IN NO EVENT SHALL MAPLE-HOSTING, OR ANY THIRD PARTY PROVIDER OF ANY COMPONENT OF THE SERVICES OR OF ANY INFORMATION DELIVERED AS PART OF THE SERVICES, BE LIABLE TO YOU AND/OR ANY PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, CONTENT, PRODUCTS, THE USE OR INABILITY TO USE THIS WEBSITE, OR ANY LINKED WEBSITE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSSES, LOSS OF PROGRAMS OR OTHER DATA, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF MAPLE-HOSTING IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT YOUR COMPUTER EQUIPMENT.

62. SOME JURISDICTIONS LIMIT OR PROHIBIT THE FOREGOING LIMITATIONS, AND IN SUCH JURISDICTIONS THE FOREGOING LIMITATIONS SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Refund Policy

63. MAPLE-HOSTING IS UNDER NO OBLIGATION TO BUT MAY OR MAY NOT PROVIDE A REFUND TO ANY CUSTOMER THAT REQUESTS ONE IN ITS SOLE DISCRETION, DEPENDING ON THE CIRCUMSTANCES OF EACH AND EVERY INDIVIDUAL CASE.

64. Every new server setup requires a setup fee in the amount of 25% of the total cost of the Service that we regularly elect to discount from the total server cost to the customer. As a result, the setup is usually free. In cases when the customer requests a refund for any reason, this implied 25% setup fee will not be refunded.

65. Each payment made by the client incurs a payment gateway fee, also called a payment processing fee. This fee is automatically deducted from the paid amount by the 3rd-party payment processor that processed the payment. When Maple-Hosting approves any type of refund for any reason, this payment processing fee will not be refunded to the client and will be deducted from the total amount to be refunded. Most payment processors do not refund this fee to Maple-Hosting even when the original payment is refunded. This non-refundable payment processing fee may be as low as 1% and as high as 6%, depending on the payment processor used when making the original payment.

66. If we are unsure whether a certain payment is a valid payment (and not a fraudulent payment), we reserve the right to demand a copy of further identifying documents (such as a government-issued photo ID). By ordering our services, you agree to provide such identifying documents upon request. Failure to provide such documents within 48 hours from the moment requested may cause order cancellation and payment refund of 75% from the original amount paid (up to 25% of the original order payment may not be refunded to cover order processing costs).

Support Services

67. The support feature of our service at present time offers remedies to specifically server-related problems that prevent the normal function of the server as it would function at the moment it is delivered to the customer without any interaction with the customer (e.g., dead disk, faulty power supply) or network-related issues (e.g., network downtime, outages, packet drops, etc.). However, Maple-Hosting expressly disclaims any representation that the support includes solving issues related to denial of service attacks or any functionality issues caused by the actions of the customer, at Maple-Hosting's sole and absolute discretion.

68. You may purchase our technicians' services at the rate of USD $250 per hour, with one hour minimum billed. We reserve the right to waive or alter this fee at any time. Support can only be addressed in English through our Support System. All Support requests are to be processed through our Support System. Maple-Hosting can't guarantee support reply times. Support may sometimes take as long as 48 business hours or more to reply to support tickets and requests. The setup of new products, services or add-ons may sometimes take up to 48 business hours and more.

69. Slower than average reply times are not a reasonable cause for a refund. Even though 24x7 (twenty-four hours, seven days a week) Support is one of the features that we provide with all of our services, such an endeavor is not a guarantee we will be able to fulfill such a service and we reserve the right to cancel this feature at any without prior notice.

Domain Name Registration

70. We disclaim any representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. We

also may refuse to register any domain name requested.

71. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered, and any action taken prior to such confirmation shall be taken at your own risk.

72. The registration and use of your domain name are subject to the terms and conditions of use applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them.

73. All fees paid by you to us pursuant to our domain registration services shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

74. We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name or service.

Affiliate Program

75. We offer an affiliate program that allows you to share a unique referral link with others who have never used our services before in any way or form and receive a commission for their purchases, as well as offer them a special discount code.

76. The referral link uses cookies. If cookies are not enabled by the person or entity you referred, you will not receive the commission for their purchases. The only way to receive the commission is by having your referral click your referral link with cookies enabled and place an order.

77. In order to be eligible to receive the affiliate discount and/or the affiliate commission, the account profile information of the referring user, as well as the user being referred, must be accurately set at the time of order. This includes the full legal name, the accurate address and the phone number of the two users. We reserve the right to require a copy of a government-issued photo ID of the referring user and the user being referred before authorizing an affiliate discount or an affiliate commission.

78. Use of a VPN or a proxy of any kind when accessing our website by the referring user or the referred user is strictly prohibited. Such use will immediately make the referring user and the referred user ineligible for the affiliate discount and/or the affiliate commission.

79. Deceiving users to make them click your unique affiliate link, spamming your unique link, or posting your unique link on a coupon or discount website of any kind is strictly prohibited. Doing any of the above-mentioned prohibited activities will invalidate your affiliate account and any pending payouts it may have.

80. We reserve the right to decline affiliate commission and/or affiliate discounts at our sole discretion for any reason.

81. Eligible affiliate commission will be paid out to the affiliate's PayPal account within no more than 3 months

from the moment the written withdrawal request is received. Any and all fees and taxes related to such commission payment will be the sole responsibility of the affiliate.

82. All affiliates hereby represent and warrant the following representations. For the purposes of this Section, any party participating in our affiliate program is referred to as the "Affiliate" and MH Tech shall be referred to as the "Company."

  82.1. 18 Years of Age. The Affiliate is at least eighteen (18) years of age or older.

  82.2. Compliance with Law. Affiliate will comply with all state and federal laws and regulations, including the CAN SPAM Act of 2003, as amended. Affiliate acknowledges that any threatened or actual violation of this representation and warranty or any allegation of spamming by Affiliate may result in immediate termination from the Company, withholding of future commission, disclosure of Affiliate's identity to the person, persons or entity that holds an account with the Company to acquire leads/actions/sales from the Company's affiliates (the "Advertisers"), government agencies, law enforcement or other third parties and/or the pursuance of all appropriate legal remedies.

  82.3. Affirmative Consent Received. Affiliate will only transmit electronic mail messages to recipients who have provided their express affirmative consent to receive such commercial email messages. Affiliate must maintain records of the consumer's opt-in, including collecting website URL, privacy policy for that website, time and date stamp of opt-in, and Internet Protocol (IP) Address used for opt-in, and provide those records to the Company and/or its Advertisers upon request.

  82.4. Opt-Out. Affiliate will comply with the following procedures to allow a recipient to request not to receive future commercial electronic mail messages (the "Opt-Out Procedures"): (i) Affiliate will include a clearly and conspicuously displayed, functioning return email address or other Internet-based mechanism that (a) a recipient may use to request not to receive future commercial electronic mail messages from Advertiser at the email address where the message was received and (b) remains capable of receiving such messages or communications for no less than thirty (30) days after the transmission of the original message; and (ii) if a product, service or Internet site of Affiliate's is advertised or promoted by the message, then Affiliate will include a clearly and conspicuously displayed, functioning return email address or other Internet-based mechanism that (a) a recipient may use to request not to receive future commercial electronic mail messages from Affiliate at the email address where the message was received and (b) remains capable of receiving such messages or communications for

no less than thirty (30) days after the transmission of the original message.

82.5. Adherence to Opt-Out. If a recipient makes a request using a mechanism provided by Affiliate not to receive some or any commercial electronic mail messages from Affiliate, then Affiliate (i) shall not initiate, assist, or cause any person to initiate or assist, the transmission to the recipient more than 10 business days after the receipt of such request of a commercial email message that falls within the scope of the request; and (ii) shall not sell, lease, exchange, or otherwise transfer or release the email address of the recipient (including through any transaction or other transfer involving mailing lists bearing the email address of the recipient) for any purpose other than compliance with any Federal, State, or local law, statute, regulation or ordinance.

82.6. No Breach of Third Party Computer. Affiliate will not access any computer without authorization and intentionally initiate the transmission of multiple commercial electronic mail messages from or through such computer to accomplish any email broadcast.

82.7. No Deception. Affiliate will not use a computer to relay or retransmit multiple commercial electronic mail messages with the intent to deceive or mislead recipients or any Internet access service as to the origin of such messages to accomplish any email broadcast.

82.8. No Falsification of Header Information. Affiliate will not take any actions to falsify the header information in any commercial electronic mail messages including, but not limited to, the inclusion of header information that (i) includes an originating email address, domain name, or Internet Protocol address the access to which was obtained by means of false or fraudulent pretenses or representations, (ii) fails to identify accurately a computer used to initiate the message because Affiliate knowingly uses another computer to relay or retransmit the message for purposes of disguising its origin, or (iii) is altered or concealed in a manner that would impair the ability of any person or Internet access service processing the message on behalf of a recipient, to identify, locate, or respond to Affiliate or Advertiser or to investigate the alleged violation, or the ability of a recipient of the message to respond to Affiliate or Advertiser and intentionally initiate the transmission of such messages to accomplish any email broadcast. Affiliate expressly agrees that it will register its domains with accurate information including a legally registered company name, address, email address and phone number. Affiliate will not use domains that are privately registered or registered through a proxy service.

82.9. No Falsification of Identity. Affiliate will not register any electronic mail or online user accounts using information that materially falsifies the identity of the actual registrant and intentionally initiate the transmission of multiple commercial electronic mail messages from any combination of such accounts or domain names to accomplish any email broadcast.

82.10. No False Representation. Affiliate will not falsely represent itself to be the registrant or the legitimate successor in interest to the registrant of any Internet Protocol addresses and intentionally initiate the transmission of multiple commercial electronic mail messages from such addresses to accomplish any email broadcast.

82.11. No Falsification of Transmission Information. Affiliate will not falsify or forge any electronic mail transmission information or other routing information in any manner to accomplish any email broadcast.

82.12. No Offensive or Illegal Content. Affiliate will not display on their website nor disseminate material including, but not limited to, that which is illegal, obscene, pornographic, shows nudity, indecent, offensive to the average reasonable person, threatening, abusive, libelous, defamatory, discriminatory, promotes racism, bigotry or hatred; infringes on any intellectual property or is in violation of any copyright or trademark law; in violation of any right of privacy; that promotes harmful, unlawful, seditious, terrorism or other criminal activity; that could give rise to civil liability; that contains viruses, worms, a Trojan Horse or other harmful files; that spawns automatic pop-ups; that contains an unauthorized download to the end- user's computer; that is software pirating; hacking or phreaking; that is in violation of the CAN SPAM ACT; is SPAM; that is in violation of any state or federal laws; or that appears or purports to be from someone other than the Affiliate or that impersonates another person or entity. Affiliate represents and warrants that Affiliate's website, advertisements and links comply with all applicable laws.

82.13. No Falsification of Traffic. Affiliate will not use any fraudulent means to generate traffic or inflate clicks/leads. Affiliate will not participate in any spoofing, redirecting or trafficking from other websites in order to gain traffic. Affiliate will not use automated means to generate traffic. Affiliate acknowledges and agrees that it will not be paid for any traffic generated through fraudulent means and it will only be paid for traffic generated through a real live person taking the required action. Company will not pay for any fraudulent traffic and may take appropriate legal action to recover any losses incurred; whether or not traffic is deemed fraudulent is in the sole and absolute discretion of the Company. The Affiliate must provide adequate proof upon request that traffic was not generated through fraudulent means however final determination will be in the discretion of the Company. Affiliate will forfeit all money due if the Affiliate engages in suspected or actual fraudulent behavior.

82.14.   Compliance With Solicitation of Minors. Affiliate will comply with all state and federal laws regarding solicitations to minors and will only include age appropriate materials in any emails or websites targeted for minors.

82.15.   Fully Functional Website. Where advertisements are posted on Affiliate's website or where links to Affiliate's website are provided, Affiliate will have a fully functional website as "under construction" sites are prohibited; that displays actual content and is not just a list of advertisements or links; that has a detailed privacy policy which clearly informs the consumer what personal information is collected and how that information is used and gives an option to opt-out of the use of personal information; does not make any unsubstantiated claims; and that does not appear or purport to be the website of the advertiser or Company. Affiliate will comply with all laws regarding the use of testimonials and endorsements and will have appropriate disclaimers posted on their websites.

82.16.   No Incentivized Traffic/Ad Placement. Affiliate agrees not to use incentivized traffic or incentivized ad placement, or to provide any incentive to the recipient of an electronic advertisement for any purpose including to induce the recipient to initiate an action, click on an ad or make a purchase. Incentives includes money, prizes, virtual currency, point systems and any other form of remuneration. The only exception to this section is for campaigns that are clearly marked by the Company as allowing incentives.

82.17.   Compliance With Third Party Rules. Affiliate will comply with all rules of any social networking site where traffic is generated through ad placement on a social networking site or service.

82.18.   No Violation of Third Party IP. Affiliate will not bid on any search terms that are trademarked, copyrighted or otherwise protected intellectual property of a third party, including the Advertiser.

82.19.   Compliance with Terms. Affiliate will review and comply with the terms that are applicable to each campaign and which will be specified on an Insertion Order and/or in the affiliate portal.

82.20.   No Modification of Materials. Affiliate will not make any changes or modifications to the creative materials which are provided by Company to Affiliate. Affiliate acknowledges and agrees any changes or modifications to those materials without written approval will result in a forfeiture of all revenue generated. Affiliate acknowledges and agrees not to add any text or images, other than Affiliate's unsubscribe mechanism, to the creatives including, but not limited to, any hidden or invisible text.

Tortious Conduct

83.   No member shall post defamatory, scandalous, or private information about a person or company without their consent.

84.   Any abuse, hostility, or abusive language towards any Maple-Hosting employee, director, partner, vendor, or Maple-Hosting as a whole will not be tolerated and will be considered a breach of these terms and conditions.

85.   You are expected to contact our staff in a professional and respecting manner. Any threat or harassment; whether verbally, orally, written, or delivered by second parties directed towards Maple-Hosting or any of its employees, partners, equipment, and concerns shall be construed as a violation of this TOS.

86.   Any conduct viewed as violating this section shall be considered a material violation of this TOS.

87.   No refunds shall be given when the contents of this section cause a removal and/or termination and/or cancellation of the account and/or services.

88.   We only allow one Maple-Hosting registered account per customer. If you require multiple contacts for your company, you can add contacts to your account by contacting us. The creation of multiple accounts for a single person is strictly prohibited and may cause your accounts to be marked as a fraudulent.

89.   The details you provide to us about yourself (including but not limited to your full name, your address or your personal phone number) must at all times be accurate. In case we find that the details provided are inaccurate in any way - we reserve the right to terminate your account without any refund or notice.

Entire Agreement

90.   These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters.

91.   No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions.

92.   In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

93.   Maple-Hosting reserves the right to amend these Terms of Service at any time and without notice. Amendments and modifications shall take effect immediately when posted on the Website. By continuing to access or use the Services after any such amendments or modifications, you agree to be bound by such amended or modified Terms of Service. For this reason, we encourage you to review the Terms of Service whenever you use the Services. If you do not agree to any change to these Terms of Services, then you must immediately stop using the Services.

94.   Maple-Hosting does not guarantee to provide any product, service, or addon arranged and/or confirmed

by a Maple-Hosting staff member or on our website as errors and omissions are expected. Products and/or services are provided based on existing stock. This may often be assessed after the order is placed.

95.   All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Please do not purchase or use our website or any of our services unless you completely understand this agreement. We are available at sales@maple-hosting.com to help with any questions or concerns.