Terms of Service

The use of services from Cryptodatacenter.net, Constitutes agreement to these terms.
You may view our Privacy Policy here.

1.) Account Setup / Email on file
We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) incase of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Transfers
Our transfers team will make every effort to help you move your site to us, however, we can not make guarantees of the transfer process. We provide this as a courtesy service and can not make guarantees regarding its availability or the amount of time it may take as each host is configured a little differently. We will try our best, however, in some cases we may be unable to assist you in a transfer of data from an old host.

2.) Content
All services provided by Cryptodatacenter may only be used for lawful purposes. The laws of the State of Florida, the State of Texas, and the United States of America apply.

The customer agrees to indemnify and hold harmless Cryptodatacenter from any claims resulting from the use of our services.

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. If you believe that your copyright or trademark is being infringed upon, please email abuse@Cryptodatacenter.net with the information required. If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material on all Shared and Reseller servers include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), topsites, commercial audio streaming (more than one or two streams), Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance

without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Websites that distribute or link to warez content are prohibited.

File distribution websites e.g. a website distributing large movies, software or MP3s this material are not allowed.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Dedicated servers include:

- Topsites

- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- 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
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- MUDs/RPGs/PPBGs
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- 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 & escrow-fraud.net)

Examples of unacceptable material on Dedicated servers include:

- IRCD (irc servers)

- IRC Scripts/Bots
- Pirated Software/Warez
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/spam Scripts
- Escrow
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites
- Hateful/Racist/Harassment oriented sites
- Hacker focused sites/archives/programs
- 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 & escrow-fraud.net)
- Mailer Pro (port:25)

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene or threatening is prohibited and will be removed from our servers with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at abuse@Cryptodatacenter.net and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

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

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of

installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

3.) Zero Tolerance Spam Policy
We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.
Please read in this document for our generalized mail policy.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Cryptodatacenter reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Cryptodatacenter reserves the right to block port 25 on dedicated servers with more than 5 IP addresses for security reasons.

Cryptodatacenter reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of Cryptodatacenter.

4.) Payment Information

Payment Information on Share Hosting and Reseller Hosting
You agree to supply appropriate payment for the services received from Cryptodatacenter, in advance of the time period during which such services are provided. You agree that until and unless you notify Cryptodatacenter of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in client area via the https://panel.cryptodatacenter.net/clientarea.php . Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you that your account has been canceled. At this time, your account with us has been canceled. If you do not hear back from us or receive an e-mail confirming this cancellation, please contact us immediately.

As a client of Cryptodatacenter, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. Cryptodatacenter provides a 10 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 10 days and not paid will result in a $10 late fee and/or an account suspension until account balance has been paid in full.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact sales@Cryptodatacenter.net

Cryptodatacenter reserves the right to change the monthly payment amount and any other charges at anytime.

Payment Information on Dedicated Servers

Non-Payment: All payments are due in full on the Anniversary Billing Date. Failure to remit payment for services on the monthly anniversary date is a violation of the TOS. Failure to remit payment for two (2) consecutive days, including the Anniversary Billing Date, shall result in a termination of public access to Customer services. Customer will, however, be permitted access to data and services through the service network. Failure to remit payment for services within seven (7) consecutive days, including the Anniversary Billing Date, shall result in termination of access to the service network and all services shall be reclaimed. A late fee of $20 will be incurred for failure to remit payment for services on or before the monthly Anniversary Billing Date. A $50 reconnect fee will be incurred for failure to remit payment for services after public access has been disconnected. All Customer data remaining after seven (7) days of non-payment will be destroyed for security and privacy reasons, unless otherwise required by law.

If you have more of 1 server you need have all server is good payment status.

5.) Backups and Data Loss
Your use of the service is at your sole risk. Cryptodatacenter is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Cryptodatacenter servers.

6.) Cancellations and Refunds
Cryptodatacenter reserves the right to cancel the account at any time with or without notice.

Any abuse to our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via https://www.cryptodatacenter.net/member/clientarea.php. Cryptodatacenter gives you an unconditional 30 day money back guarantee on managed shared hosting, and reseller solution's. There are no refunds on dedicated servers and

VPS,Cloud Servers, administrative fees, install fees for custom software, IP addresses or domain name purchases. Refund requests after the intitial 30 days will be refunded on a prorated basis of any unused time.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

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

7a.) Resource Usage
User may not:
a) Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
e) Run any bit torrent application, tracker, or client. Please note that you may link to torrents off server, but may not host or store them.
f) Participate in any file-sharing/peer-to-peer activities
g) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
h) Run cron entries with intervals of less than 15 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.net/include.php") use include("include.php")

7b.) INODES
The use of more than 5000,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 500,000 inode limit will automatically be removed from our backup system to avoid overusage. Every file on your account uses up 1 inode.

Simply exceeding the limit does not constitute grounds for suspension however accounts that constantly create and delete large numbers of files on a regular basis or causing file system damage may cause your account to be flagged for review.

8.) Bandwidth Usage
You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9a.) Money back Guarantee
On dedicated servers and colocation no full refund will be honored -- the 30 day money back guarantee does not apply. We reserve the right to refund a prorated amount or no refund at all.

Each of Cryptodatacenter's managed shared and reseller servers carry a 30 day unconditional money back guarantee on them. If you are not completely satisfied with our services within the first 30 days of your service, you will be given a full refund of the contract amount. Remember, this is only for monthly shared or reseller packages and does not apply to dedicated servers, administrative fees, install fees for custom software, or domain name purchases.

9b.) Uptime Guarantee
If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of Cryptodatacenter dependant upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact sales@Cryptodatacenter.net with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

10.) Reseller: Client Responsibility
Resellers are responsible for supporting their clients. Cryptodatacenter does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. Cryptodatacenter will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

11.) Shared (non-reseller accounts) / Semidedicated Servers
Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account. Semidedicated servers are not backed up. You must maintain your own backups.

12.) Dedicated Servers
> Cryptodatacenter reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server on file to prevent downtime from forced

password resets. Cryptodatacenter reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us and it is the responsibility of the client to maintain backups or have a solution for this. You may purchase an additional hard drive and maintain backups to it as the most simple solution. Please contact sales@Cryptodatacenter.net if you wish to obtain a secondary hard drive. It is your responsibility to maintain backups. The user agrees to be responsible for managing their time to provide to cryptodatacenter with the necessary time for certain procedures that may be required. It remains in total responsibility of the user the possible anomalies in the service caused by not cooperating in due time.

12a.) Domains Registration and Domains Transfer

In registering or transferring domains with us, you adhere to the following terms and conditions
: http://sale194367.supersite.myorderbox.net/content.php?action=show_agreements&requestfor=registraragreement&from=agree_page

13.) Price Change
The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on Cryptodatacenter.net, and the right to increase the amount of resources given to plans at any time.

14a.) Indemnification
Customer agrees that it shall defend, indemnify, save and hold Cryptodatacenter harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Cryptodatacenter, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Cryptodatacenter against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Cryptodatacenter; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Cryptodatacenter's server.

14b.) Arbitration
By using any Cryptodatacenter services, you agree to submit to binding arbitration. If any disputes or claims arise against Cryptodatacenter or its subsidiaries, such disputes will be handled by an arbitrator of Cryptodatacenter's choice. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Texas. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

15.) Disclaimer
Cryptodatacenter shall not be responsible for any damages your business may suffer. Cryptodatacenter makes no warranties of any kind, expressed or implied for services we provide. Cryptodatacenter disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Cryptodatacenter and its employees.

16.) Disclosure to law enforcement
Cryptodatacenter may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies.
We will cooperate fully with law enforcement agencies.

17.) Changes to the TOS
Cryptodatacenter reserves the right to revise its policies at any time without notice.