

## TERMS OF SERVICE

The use of services from StartupSavers.com, [hereafter referred to as "StartupSavers"] constitutes agreement to these terms.

### 1.) Account Setup

#### New Accounts

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. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

#### Transfers

Our transfer team will make every effort to help you move your site to us, however, we cannot make guarantees of the transfer process. We provide this as a courtesy service and cannot 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 StartupSavers may only be used for lawful purposes. The laws of the State of Texas and the United States of America apply.

The customer agrees to indemnify and hold harmless StartupSavers 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@StartupSavers.com](mailto:abuse@StartupSavers.com) with the information required.

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](mailto: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 [sales@StartupSavers.com](mailto:sales@StartupSavers.com) 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):

### 4.) Payment Information

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

Cancellations must be done in writing via the cancellation form or via your client area hosting details page. 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. – upgrade form

As a client of StartupSavers, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. StartupSavers provides a 5-day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 5 days and not paid will result in a \$10 late fee.

## **5.) Backups and Data Loss**

StartupSavers does not provide hosting or data backup services. It is the client's responsibility to ensure appropriate steps are taken to minimize file and data loss in the event of an unforeseen or catastrophic failure. Client agrees to take full responsibility for files and data maintenance after completed project is delivered.

## **6.) Cancellations and Refunds**

StartupSavers reserves the right to cancel the client's account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of client's services.

Customers may cancel at any time via a cancellation form.

StartupSavers offers no money back for services which were performed or completed at no cost to the client.

Cancellations of services acquired through a StartupSavers partner must be processed via the partner's established cancellation policy and process.

Due to the nature of our business model, StartupSavers does not offer a money-back guarantee on any of our design work. We will make every attempt within reason to resolve any problems that may occur however we are under no obligation to provide any monetary returns.

This applies to custom integration services as well

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

## **9.) Money Back Guarantee**

Each of StartupSavers's DIY hosting accounts 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 the actual hosting costs and does not apply to administrative fees, install fees for custom software, or domain name purchases. See section 6 regarding money back policy for design services.

## **13a.) Indemnification**

Customer agrees that it shall defend, indemnify, save and hold StartupSavers harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against StartupSavers, 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 StartupSavers against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with StartupSavers; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) and copyright infringement.

## **13b.) Arbitration**

By using any StartupSavers services, you agree to binding arbitration. If any disputes or claims arise against StartupSavers or its subsidiaries, such disputes will be handled by an arbitrator of StartupSavers's choice. All decisions rendered by that arbitrator will be binding and final. You are also responsible for any and all costs related to such arbitration.

**14.) Disclaimer**

StartupSavers shall not be responsible for any damages your business may suffer. StartupSavers makes no warranties of any kind, expressed or implied for services we provide. StartupSavers 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 StartupSavers and its employees.

**15.) Disclosure To Law Enforcement**

StartupSavers 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.

**16.) Changes to the TOS**

StartupSavers reserves the right to revise its policies at any time without notice.

I accept conditions

I accept conditions

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Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Startup Savers Representative

\_\_\_\_\_

Date