

## SPARKED HOST LLC TERMS OF SERVICE

The following terms herein this agreement regulate, govern and otherwise control the relationship between the parties mentioned within, where possible revisions may be made to make this document more easily readable and understandable to customers, with highly important sections highlighted in yellow to make this extensive document easier to read and understand fully – these are made as pointers but we highly recommend that you read and understand all sections within this agreement before continuation of use, or business with Sparked Host LLC.

Definitions:

- “You”, “the customer” or any other term may be used to reasonably define as the person agreeing to, or continuing to use services in which are provided by the company or otherwise purchasing such goods/services from the company.
  - “Us”, “we”, “our”, “Sparked Host LLC”, “the company” defines as Sparked Host LLC, a registered entity within Connecticut, United States of America (Business identification number: **1270686**)
  - “Services” defines as the products in which the company provides to the customer, or any assets provided by the company for use by the customer (inclusive of all website use).
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### 1. **BINDING TERMS**

- a. By using or purchasing any goods or services provided by the company or otherwise continuing business with Sparked Host LLC, you expressly agree to all terms within this agreement which are subject to repetitive review and changes – which can be set without you, the customer, being provided with formal notice from the company.
  - i. You agree to be bound by all future revisions of this document and are expected to review this document regularly to be informed of any changes made.
- b. You agree to be bound by these terms until such time that any business between you and the company ceases to exist – and until such time that the company agree to close your client account.
- c. Due to the nature of international transactions/business, the company cannot make any express declarations that you are not and will not waiver any of your consumer protection rights, and any of your rights with regards to privacy – despite this, the company will make – where possible, arrangements to abide by regional regulations in regard to the aforementioned rights. You agree that you may, by continuing to use or purchase goods/services from the company, waive any regional consumer protection and privacy protection rights.
- d. You agree to be bound by all terms herein this document, and accept that any breach of this document may render your business with the company as void, and may lead to cancellation or suspension of your services.

### 2. **REVISIONS TO THIS AGREEMENT**

- a. We reserve solely the right to modify, revise and otherwise change this agreement in it’s entirety – any continuation of business, or continued use of any goods/services provided by the company demonstrates an act of agreeance and acceptance to any modifications made.
- b. This agreement was last modified on the 30<sup>th</sup> November 2021 and is subject to periodic revisions (usually every 3 months).
- c. Revisions to this agreement may occur at any time. It is the customer(s) responsibility to ensure they are aware of any revisions to this agreement throughout duration of their business with the company.
- d. The customer will not be provided with any notice of revisions to this document, and it is the customer(s) responsibility to check this document periodically to ensure they are aware of any revisions made.

3. **TRADEMARK & COPYRIGHT NOTICE**

- a. "Sparked Host" is a registered trademark under the United States Patent and Trademark Office (USPTO), under serial number 90575494 and was accepted by the USPTO on 12<sup>th</sup> March 2021. No claim was made to the exclusive right to the use of 'host' apart from within the aforementioned mark. Images displayed within our website or within our services may be restricted under trademark and exclusive permission may be required for the commercial use of any marks.
- b. All content and assets displayed on our website are owned respectively, and with all rights reserved. Some content may be owned by our suppliers, partners or affiliates – in which case restrictive use of said content will have been granted. All content displayed is copyright © Sparked Host LLC (2021) and/or our suppliers, partners or affiliates.

4. **WARRANTIES**

- a. No warranties (including implied warranties) are given in relation to the suitability of any information within this agreement

5. **GENERAL PROVISIONS/GOVERNANCE**

- a. No waiver or amendment of any of the terms within this agreement shall be effective against us unless it is in writing, delivered via postal service, and signed, with a witness, by a member of the Sparked Host LLC managerial team. We do not waive any power or right given to us under the terms even if we do not insist and abide on strict compliance with any of the terms herein this document, or if we delay or fail to exercise any power or right given to us in the terms.
- b. The general legal governance shall fall under the law of the United States of America – despite this, and in order to continue to put our customers data security as paramount importance – we attempt where possible to abide by the General Data Protection Regulations (set by the European Union), as well as abiding by United States of America data protection regulations. (see our privacy policy for further information, questions can also be delivered to the contact at the end of this agreement).

6. **FAIR USE**

- a. Services where an 'unlimited', or 'unmetered' offering of storage, bandwidth or any other tangible or intangible consumable – it is expected that a level of fair use will be occupied by the client to ensure service continuity for all clients.
- b. If, at the discretion of Sparked Host LLC, it is decided that a client is in breach of our fair use policy, such services owned by the client may be terminated without prior warning.
- c. The guidance we use is that no such client shall be allocated more than 10% of overall system resources or the overall network bandwidth allocated. If at such point, the client has exceeded 5% but not 10% they will receive written notice prior asking for immediate resolution.
- d. Where a customers' service is causing impact to other customers; we may exercise our right to early termination or suspension.
- e. Customers' should exercise common sense when deciding whether something adheres to fair use.

7. **ABUSE**

- a. General
  - i. Services not listed below, if they have any restrictions, will be listed at the PoC ("Point of Checkout") – to which, you'll be asked to agree by ticking an additional information section which demonstrates your acceptance for the terms listed within the aforementioned agreement.
- b. Minecraft Services
  - i. It is important to follow a products respective product description which may update from time to time, so it's important to ensure this is checked periodically. Services which ignore these disclaimers and restrictions may be suspended.
  - ii. As of the 20<sup>th</sup> October 2021; the following rules stand in place:
    1. BUDGET MINECRAFT HOSTING

- a. Services should not exceed 200%, or remain stable at 100% CPU usage for a period of more than 2 consecutive minutes.
    - b. Service limitations agreement at PoC.
  - 2. ENTERPRISE MINECRAFT HOSTING
    - a. Services should not exceed 300%, or remain stable at 100% CPU usage for a period of more than 2 consecutive minutes.
    - b. Service limitations agreement at PoC.
  - 3. EXTREME MINECRAFT HOSTING
    - a. There are currently no service restrictions.
- c. VPS/Dedicated Services
  - i. VPS & Dedicated services receive restricted resources, however it's important to follow the acceptable use policy & fair usage policy.
- d. Web Hosting Services
  - i. Unmetered web hosting services should follow our fair usage policy.
  - ii. Services which exceed 100GB in storage size should consult our team for exemption to this clause, providing a reason.

## 8. CLIENT ACCOUNT TERMS

- a. By opening a client account, the client accepts the following responsibility and liability agreement:
  - i. I will not share my account credentials, regardless of subjective use proposals (“agreements of how or when to use the account”) outside of my supervision and thorough control.
  - ii. I will take primary responsibility of all actions in relation to my accounts with the company.
  - iii. I will, on time and efficiently, ensure to pay any monthly costs in relation to invoices on my account.
  - iv. I will take full liability for any actions performed on my account if the account is not properly secured.
  - v. I will not attempt to circumvent security measures employed to secure any part of the companies network or services the company is responsible for.
  - vi. I will not, under any circumstances, breach any clause within this agreement.
  - vii. I will not perform any such activity which is considered illegal under the legal governance of this agreement, or the country in which I reside.
  - viii. The company takes no responsibility and assumes no liability for any user content that you or any other user or third party posts or transmits using our images, products or services. You understand and agree that you may be exposed to user content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

## 9. SUPPORT – SERVICE LEVEL AGREEMENT

- a. There is no expressive agreement provided to the level of support provided, Sparked Host LLC aim to respond to all support requests within 30 minutes, if an individual agreement – written or verbal, is made to an individual client – we aim to respond by this time, although – Sparked Host LLC cannot be found liable for the outcome of any failure due to delayed response.

## 10. REFUNDS

- a. Refunds are given out at the discretion of the company, and will only be given out if we fail to rectify an issue that you requested written support regarding. The company reserves the right to not issue refunds. Refunds must be requested through our ticket system within twenty-four hours of the transaction.
- b. Discord Bot Hosting, as an exception to the above policy, has a 48 (forty-eight) hour period to which a guaranteed refund is provided.
- c. Domain services, as an exception to the above clause (5.a), are unable to be cancelled at any point after transaction, and no refund is able to be processed once payment is taken.
- d. Dedicated server services, as an exception to the above clause (5.a), are unable to be cancelled by the customer. No refund is able to be processed once payment is taken.
- e. Duplicate payments will be refunded to service credit or the payment method at our discretion.

- f. Payments taken past the date of a cancellation request will be refunded.

#### 11. EXCLUSIVE PERMISSION TO HOST YOUR CONTENT

- a. By purchasing a service with Sparked Host LLC, you give exclusive permission to host your content.
- b. By purchasing you accept that the content you upload is following the author's licensing arrangements, or furthermore – the copyright arrangements for the content. You expressly agree and accept that under the license you hold, you are able to grant Sparked Host LLC express permission to host the content in question.

#### 12. SERVICE TRANSFERS

- a. Whilst the company provides full service transfers from alternate providers, we provide no guarantees that service transfers are free from corruption or missing files – it is at the customer's discretion and liability that a full inspection of the transfer is completed before cancellation of the alternate service is processed.
- b. Whilst the company ensures the full security of customers information and methods are provided for Sparked Host LLC employees to provide a thorough and complete transfer – we cannot expressly guarantee that service files will be transacted in a secure manner.

#### 13. DISCOUNT CODES

- a. Discounts are provided as an 'as-is' reduction to the cost of a service. Discounts are able to be removed at any point in time and any service with a recurring discount will be subject to full price should a discount or marketing event come to be cancelled, suspended or otherwise further reviewed (at the discretion of the company). Therefore, discounts may be removed from products/customers at any point in time, at the discretion of the company.
- b. Discount codes must not be reused or otherwise 'abused' in order to gain further reductions on service pricing. The customer must not under any circumstances use a coupon code in an abusive manner (for example, creation of new services every month intended to get the newest discounts).
- c. Discounts created after the purchase date of any service **CANNOT** be applied.
- d. Discounts are non-refundable for any refundable purchases.
- e. Discounts are supplied via marketing events, and are subject to expiration.

#### 14. ACCEPTABLE USE

- a. Sparked Host strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for:
  - i. Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited.
  - ii. Hosting of files, especially our sold Minecraft server files that are under our copyright (if not bought) or other data that infringes on another's copyright or other intellectual property rights.
  - iii. Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort.
  - iv. Uploading or linking to any content that violates another's right of publicity or privacy.
  - v. Distributing hate speech, or any other content that is obscene, abusing, this could be considered libellous and defamatory.
  - vi. Hosting, storing, or distributing child pornography. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified.
  - vii. Child pornography, bestiality, hate speech, scam sites, phishing sites and any other material which is considered to be illegal in United States is strictly prohibited.
  - viii. Hosting, storing, or distributing pornographic material. This includes sites that may provide links to adult content elsewhere. In addition, our servers and services may not be used for the propagation, distribution, housing, processing, storing or otherwise handling in any way lewd, obscene, or satanic materials.

- ix. Content Delivery Network (CDN) streaming on the companies' servers or network.
  - x. Any sort of file hosting website, including but not limited to, uCloud, ownCloud, YetiShare, Tequila, Dropbox, etc (except where permission is granted by the company).
  - xi. Threatening/threats to DDoS and/or DDoSing or Doxing.
  - xii. Stealing files that do not belong to you, especially stealing copyrighted files
- b. If you are doing any of these on your service, your service will be terminated without refund.

## 15. SERVICE TERMINATION OF USE

- a. Upon suspension or termination of use, where emails are sent with payment reminders; you risk the permanent loss of your files/add-ons. You purchase your service for a length of time, once that period is over; accessibility is lost to the service fully. Where possible- you must ensure that your files are backed up in regular intervals off-site (i.e. on your local host). Sparked Host LLC takes no liability and provides no warranties that once a server is suspended, the files will be accessible by yourself or your third parties.
- b. The company reserve all right to terminate your services for any abuse or acceptable use related concerns, we reserve the right to terminate your service(s) without prior notice and we reserve the right to terminate your access to any service(s).
- c. You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and products with or without notice and for any reason, including, without limitation, breach of this agreement.
- d. **Compliance & Abuse-related Termination of Use**
  - i. Where your service is terminated for abuse-related concerns, your data will be kept for a maximum of 365 days (1 calendar year) dependant on the cause of suspension.
  - ii. We may retain your data to report it to relevant authorities, you expressly agree that we may access the data of suspended services to provide relevant data to enforcement authorities or through the subpoena process.
  - iii. If you challenge our decision, your case will be referred to our compliance department who will decide an outcome for your case – throughout any abuse-related termination – full accessibility of the customer in regards to their data and files will be lost.
  - iv. The company reserve all right to terminate your services for any abuse or acceptable use related concerns, we reserve the right to terminate your service(s) without prior notice and we reserve the right to terminate your access to any service(s).

## 16. PAYMENTS, CANCELLATIONS & CHARGEBACKS

- a. **Payments**
  - i. You agree to make all appropriate payments for the services received, in advance of the time period during duration in which such services are provided.
  - ii. You take full responsibility to make sure that our payment information is always up to date and that all invoices are paid on time.
  - iii. Sparked Host reserves full rights of changing product prices at their full discretion without warning – if any direct debit is arranged, it may be likely that the payment is automatically approved for the new product cost.
  - iv. Invoices are made 15 days before the due date. If you have an active credit or debit card stored on file with the payment processor used for your purchase, payment may be taken before a renewal invoice becomes due.
  - v. Credit and debit card are not processed directly by the company and it is at the responsibility of our card processor to ensure cards are charged correctly and within tax regulations.
  - vi. Credit cards may be liable for payment fees or other fees relating to the transaction.
- b. **Cancellations**
  - i. Unless you notify the company that you would like to cancel all or any of the services, all services will be billed on an ongoing basis – and the clause “10.a” shall remain to be in effect.
- c. **Chargebacks**

- i. At no time shall any current client or former client chargeback for any reason, if you charge back your service will be suspended or terminated. Additionally if said client wishes to restart service they will be required to pay back the amount charged back as well as any third party payment gateway fees,
- ii. We may report bad or illegal chargeback usage to Major Credit Bureaus which may affect your ability to arrange or take credit in the future. We may also report your activity to Fraud Record, our partner in detecting and preventing malicious customers from accessing other industry providers' services.

#### **17. ARBITRATION & RESOLUTIONS**

- a. All disputes arising out of or in connection with the company shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.
- b. The emergency arbitrator provisions shall not apply to any dispute arbitration.
- c. Arbitration shall take place at a place convenient for the company, therefore – decided upon by a representative of the company.
- d. One or more arbitrators may be appointed by the company in order to receive an impartial result.
- e. The governing law of this agreement is the laws of United States of America.
- f. Arbitration must take place before the arise of litigation in court. Out of court resolution or settlement must be attempted by the customer prior to arbitration or litigation.
- g. The customer must attempt to resolve any disputes amicably prior to arbitration or litigation taking place.

#### **18. SEVERABILITY**

- a. In the event that any provision of this agreement, becomes or is declared by a court of the legal governance to be illegal, void or unenforceable, the remainder of this agreement will continue in full force and provision shall be interpreted reasonably to effect the intent of the company and the customer. The parties hereto further agree to replace such void or unenforceable provision of this agreement with a valid and enforceable provision that will achieve the best intent of both parties, and achieve the recognised intent of the clause found void or unenforceable.

#### **LAST PUBLICATION**

This agreement was last reviewed and approved for publication on the 30<sup>th</sup> November 2021 by Mr Jake W. It is next scheduled for review on the 1<sup>st</sup> February 2022.

Signed for publication:



**Mr Jake W.**  
Chief Compliance & Human Resources Officer