

MCS

End User License Agreement

This Terms of Service ("Agreement") is a legally binding contract between Maccmiles Complete Solutions and you ("Customer," "you" or "your") that shall govern the purchase and use, in any manner, of the services provided by MCS to Customer (collectively, the "Services"). By purchasing and/or using the Services in any manner, you represent that you have read, understand, and agree to all terms and conditions set forth in this Agreement, and that you are at least eighteen (18) years old and have the legal ability to engage in a contract.

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) in case 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 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.

Content

All services provided by MCS may only be used for lawful purposes. The laws of United States, Canada, and the United Kingdom apply. The customer agrees to indemnify and hold harmless MCS 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 support@maccmiles.info If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material on all Servers include:

- IRC Bots
- High resource scripts i.e. rapidleech (only shared servers)
- Pirated Software
- Warez hosting
- Warez linking
- Image hosting
- Filedump, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), topsites, commercial audio streaming (more than one or two streams) Escrow
- 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
- Hate sites

Hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts, DDoS Scripts/Executables.

Maccmiles Complete Solutions reserves 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 ticket/email and will have a response within 48 hours. If in doubt regarding the acceptability of your site or service, please contact us at support@maccmiles.info.

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 for 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.

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. 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 will be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

MCS 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.

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

Provisioning

It may take up to 48 hours to provision your service. No refunds will be given within these 48 hours. If a refund was to be forced via PayPal, your credit card provider, or your bank, a fraud complaint will be sent to the authorities. Your account on MCS will then be closed.

Service Monitoring

MCS reserves the right to monitor all client services as deemed acceptable, in order to ensure stability, and for logging purposes related to billing.

Service Dysfunction Reports

Service dysfunctions must be reported the same day the issues happen to receive either a refund or a compensation. The client must send proof via ticket of the service instability. No compensation is provided to clients for the following reasons:

- Password Loss
- Wrong Firewall/IPTables Setup
- Application-Level Instability

Client-Based Issues
Reports may include:

- Bandwidth Graphs
 - Ping Graphs
- Application Level Internal System and Bandwidth Evaluations Logs

Payment Information

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

As a client of MCS, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. MCS 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 support@maccmiles.info. MCS reserves the right to change the monthly payment amount and any other charges at any time.

Backups and Data Loss

Your use of the service is at your sole risk. Maccmiles Complete Solutions 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 MCS servers.

(D)DoS Attacks

We guarantee filtering of attacks for:

- Most known attacks on Layer 4
 - UDP Abuse (Amplified UDP, SNMP, etc.)
 - UDP Fragments (UDP Lag, CHARGEN)
 - TCP Embryonic Connections (SSYN, ESSYN)
- Although, we do not guarantee any blocking of attack on layer 7 due to its specific application nature. No refunds will be given if an attack on layer 7 cannot be blocked, or if a layer 4 undetected attack is to be sent to your services.

Cancellations and Refunds

MCS reserves the right to cancel the 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 your services.

Customers may cancel at any time by sending a cancellation request via a direct message at least 7 days before the renewal date.

Cancellations will not be accepted via support ticket or email. MCS can only accept refund requests on managed shared hosting, virtual services and reseller hosting.

There are no refunds on dedicated servers, administrative fees, install fees for custom software, domain name purchases, beta services (HTTP and TCP proxies as well as the GRE tunnel services) or any non-refundable licensing fees (e.g. cPanel, DirectAdmin etc....). MCS maintains the right to refuse any refunds.

If a client forgets to cancel his subscription, he will see the overpaid amount in form of account credit.

Refunds will only be processed if there is any problem caused or the fault of MCS.

If the client has made a billing error (For example, forgot to stop the subscription, or overpaid an invoice), the refund will be provided in the form of account credit.

Any refunds requested by a client who is product/service is working perfectly, or is not working correctly due to the fault of the client, will not be accepted.

Only first-time accounts are eligible for a refund. For example, if you have 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.

When a refund is issued, you will receive a percentage of the unused portion of the billing period. For example: If you paid for a month of service, and ask for a refund after 10 days, you will refund 66.6% refund of the payment of that specific term.

Chargebacks

No chargebacks are allowed unless requested. If a chargeback occurs, you will be reported to the authorities for fraud and your account will be terminated.

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

Resource Usage

MCS Users may not:

- Use 25% or more of system resources for longer than 90 seconds.
- Run stand-alone, unattended server-side processes at any point in time on the server.
- Includes any and all daemons, such as IRCD. c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
 - Run any software that interfaces with an IRC (Internet Relay Chat) network.
 - 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.
 - Participate in any file-sharing/peer-to-peer activities
 - Run any gaming servers such as counter-strike, half-life, battlefield1942, on a server not sold for that specific service.
 - Run cron entries with intervals of less than 15 minutes.
 - Use PHP include functions referencing the URL rather than a local file (Instead of include ("http://yourdomain/include.php") use include("include.php"))
- Install an SSL certificate on a shared host without a dedicated IP.

INODES

The use of more than 50,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 50,000 inode limit will automatically be removed from our backup system to avoid over usage. 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.

Bandwidth Usage

Users 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.

Uptime Guarantee

If your receive / 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 MCS upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitors network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the regularly reported by individual services. 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.

Reseller: Client Responsibility

The resellers are responsible for supporting their clients. MCS does not provide support to our Resellers Clients. If a resellers 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 client's behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. MCS will hold any reseller responsible for any of their client's actions that violate the law or the terms of service.

Price Change

The amount you pay for web hosting will never increase from the date of purchase. We reserve the right to change prices listed on MCS, invoices and products that are not related to web hosting, and the right to increase the amount of resources given to plans at any time.

Shared Hosting Account Information Change

One may not request to change shared account information; may it be the related to the attached domain or the ModSecurity rules. If you wish to change the information, you will have to order a new a new hosting package.

Indemnification

Customers agree that they shall defend, indemnify, save and hold Maccmiles Complete Solutions harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against MCS, its agents, 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. Customers agree to defend, indemnify and hold harmless MCS against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with MCS; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defamatory products sold to customers from MCS servers.

Service Level Agreement

MCS operates under a "best effort" service level agreement.

Best-effort delivery describes a network service in which the network does not provide any guarantees that data is delivered or that a user is given a guaranteed quality of service level or a certain priority. In a best-effort network all users obtain best-effort service, meaning that they obtain unspecified variable bit rate, delivery time, and uptime depending on the current traffic load, busy state or any other events that can affect service.

Arbitration

By using any MCS services, you agree to binding arbitration. If any disputes or claims arise against MCS or its subsidiaries, such disputes will be handled by an arbitrator of MCS 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.

Disclaimer

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

Disclosure to Law Enforcement

MCS 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 that have a valid request.

Changes to the TOS

Maccmiles Complete Solutions reserve the right to revise its policies at any time without notice.

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