

Duvien.com web hosting policy and terms

Terms of service

1. Purpose

These Terms of Service (“TOS”) are a contract between you, or the entity on whose behalf you are executing this agreement (“you” or “your”), and Duvien.com. (“Duvien.com”, “we”, “us”, or “our”). By corresponding with us, browsing our web properties, or using our Services, you agree to abide by these TOS, our Acceptable Use Policy, our Support Policy, our Refund & Billing Policy, our Privacy Policy, our Server Maintenance Policy, and our DMCA Policy, each of which is integrated into the TOS by reference (together, the “Policies”). These TOS may be modified from time-to-time and, by continuing to use our Services, you agree to be bound by the modifications. The most recent version of these TOS can always be found here.

2. Customers

While we facilitate your business on the Internet, we are an independent contractor. We only have control of the products and services we provide directly, and are not liable for your actions, the actions of third party service providers, or the actions of individuals who use your products and services (“End Users”).

3. Services

Duvien.com provides a number of services and products to its customers, which are collectively referred to in these TOS as the “Services”. Regardless of whether you pay for a Service or it is provided as part of a package or for free, any Service you request or allow to be provided by Duvien.com is included as part of the “Services” we refer to in these TOS and the Policies. **All** Services are subject to each of our Policies. Services may also be provided by third parties and their terms of service or use that may contain additional

or different terms will also apply to your use of their services. We may change the specifications or details of the Services at any time but we have no obligation to change the Services. We will use commercially reasonable efforts to inform you of changes to the Services.

Website design and development - Our services to design and build your website. This includes any further ad-hoc work required. This is a separate service from our web hosting. Fees are calculated as per project basis.

Web hosting - Our services to host your website. This also includes managing your domain name (optional).

Email Hosting (POP3, SMTP, IMAP) - Our services as part of our hosting package to provide you with a number of working email accounts with a limited inbox storage. If you continually use up your email storage space, we can migrate you to Google Apps for a fee (whatever Google App charges).

Website support and maintenance - Our services to offer after-care support to maintain and manage your fully functional build website. This is a separate service from our web hosting.

4. Terms specific to domain name services

It is your sole responsibility to fully investigate and ensure that the domain name you register does not infringe on the legal rights of others. We do not check to see whether a domain name you register or use infringes on the legal rights of any third party and we suggest you seek advice of legal counsel before registering any domain.

5. Terms that apply to all hosting services

- i. Our Hosting accounts are allocated bandwidth depending on the package you select. The bandwidth for Services purchased does not rollover and is not creditable across periods. In the

event you require more bandwidth than you have purchased, you may purchase additional bandwidth by upgrading your account.

- ii. In using our hosting Services, you may not place excessive burdens on our CPUs, servers, or other resources, including our customer support. You understand that bandwidth, connection speeds, and other similar indices of capacity are maximum numbers. Consistently reaching these capacity numbers may result in our need to place restrictions on your use of the Services, including suspension or termination of your account or a reduction in bandwidth available for your use (also known as bandwidth throttling), in our sole discretion. You agree that we may place restrictions on your use of the Services or customer support services to the extent that they exceed the use of these resources by similarly situated customers.

6. Enrolment; Account information

- a. *Enrolment.* You warrant that before you use any of the Services that you are at least 18 years of age and have the authority to bind yourself or the entity you represent to these TOS.
- b. *Account Information.* You are required to provide us with accurate information when setting up your account. You must also keep this information, including your email address, up to date during the course of our relationship. On occasion, we may need to communicate with you by email about the Services. We have no responsibility, or liability, for interruptions in the Services, or damages of any sort, based on email communications that are misdirected or blocked by a third party application as a result of your failure to maintain updated account and contact information or for circumstances beyond our control.

7. Account security

- i. You are responsible for all actions that are performed with, by, or under your account credentials whether done by you or by others. All account access, password, and other security measures are your responsibility. Duvien.com is not liable for any damages, direct or indirect, that result from unauthorized account access or use.
- ii. In connection with support services, you will be responsible for all authorized actions taken by Duvien.com using your login.
- iii. You agree to give Duvien.com Hosting permission to access your accounts for the purpose of troubleshooting technical issues with the account or server and to confirm compliance with all of our policies. We also conduct automated scans of data for security purposes and reserve the right to change permissions, modify files or quarantine files that are deemed to be malicious in nature.

8. Term of agreement; Billing & payment

- a. *Term.* We are not bound to perform Services until we receive payment from you. We will begin delivery of the Services on the Effective Date and continue until the date set out.
- b. The exception would be web design and development. We asked for a 25% deposit before work commences and the final 75% of payment upon completion of work.

9. Termination for convenience

1. Either party may terminate the Services for convenience upon fifteen (15) days prior by providing written notice to the other. We accept cancellations via email or by phone. If you have pay for a yearly hosting, we will refund you the difference based on any remaining months left before end of contract.

2. Before cancelling, please contact us and request an escalation of your issue if your cancellation is due to unsatisfactory services or an unsatisfactory answer to a previous issue. If your agreement with us is for a set term, please [contact us](#) prior to cancelling to determine what your charges will be in connection with the termination. All cancellation requests need to be submitted to us by email (contact@duvien.com).

3. We reserve the right to immediately suspend or cancel the Services without notice: (a) for a violation of these TOS, including any of our Policies; (b) for your failure to pay any amounts due, (c) to prevent a service interruption by an Internet Service Provider or other network services provider, or (d) to protect the integrity of Duvien.com's network or the security of the Services. You are not entitled to notice or protest should we exercise these rights. Upon termination, your account will be closed, data deleted, and all fees and charges due and payable must be paid to us. Once your account is closed, we have no responsibility to: (x) forward email, or other communications or (y) maintain any data backup that predates the termination date. If allowed, you are encouraged to keep the Service active during a transition period should you seek to forward your email or other communications. If we suspend or terminate your use of our Services because you have violated these TOS, including any of our Policies, we will not provide you with a credit.

4. For Breach. You may terminate the Services upon the occurrence of a material breach by Duvien.com, which has not been cured within ten (10) days of our receipt of written notice of the breach. Notice of a material breach must contain sufficient detail for us to identify the breach and attempt to take corrective action.

10. Use of the services

Your use of the Services is governed by these TOS, including our Policies. Duvien.com provides no guarantee that the Services will be uninterrupted, or continuous, or that you will be able to access Duvien.com's network at a particular time, or that any data transmitted by Duvien.com is accurate, error free, virus free, secure, or inoffensive.

11. Data Backups

We do offer data backup should you require it.

13. Licenses; Intellectual property; Data ownership

Server maintenance policy

- a. Services performed or provided by Duvien.com are not a "work made for hire" and we hereby grant you a license to use the Services and technology under the terms of these TOS, including our Policies. The license is non-exclusive, non-transferable, non-sublicensable worldwide, and royalty free and terminates when you or Duvien.com terminates the Services.
- b. All right, title and interest in Duvien.com's technology shall remain with Duvien.com, or Duvien.com's licensors. You are not permitted to circumvent any devices designed to protect Duvien.com, or its licensors', ownership interests in the technology provided to you. In addition, you may not reverse engineer this technology.

- c. We use all information we gather as specified under the terms of our Privacy Policy. That is, your personal details are only used internally to communicate with you. We will not provide or sell your personal information to any 3rd party without your consent.

Our servers are leased from A2 hosting who oversees the operations and management of server maintenance and uptime of the servers.

1. Maintenance

Planned outages, including Scheduled Downtime, during these periods will not fall under our [99.9% uptime commitment](#). A2 Hosting will make a reasonable effort to advise Duvien.com as far in advance as possible of any predicted extended outages so Duvien.com can notify their customers.

Acceptable use policy

1. Prohibited uses

- a. *Unsolicited commercial email, or SPAM, is prohibited.* Our network is not designed to be used for mailing lists with over five hundred (500) recipients and you may not send an email to more than five hundred (500) recipients. If you need to send an email to over five hundred (500) recipients, please contact our Support Team for a list of other service providers that can assist with this task. Even if you send email to fewer than five hundred (500) recipients, we will consider your mail to be unsolicited, or SPAM, if it results in a number of complaints to us, disrupts our network, or subjects us to unfavourable action by other Internet providers. Please review the “CAN-SPAM Act” and ensure that any commercial email you send complies with this Act. Email that is “CAN-SPAM compliant” may still otherwise be prohibited by our AUP. If you believe one of our customers is

engaged in spamming, please send an email containing all headers, and your contact information, to: abuse@duvien.com

- b. Certain content is prohibited. You are responsible for any content transmitted, or accessed, using our network. Transmission, storage, or presentation of any information, data or material in violation of any applicable law or regulation is prohibited. You may not use our network to directly facilitate the violation of any particular law or regulation or this AUP. The activities listed below are meant to provide you with examples of activities and content that are strictly prohibited by this AUP. Use of our network to host content related to or to engage in the following activities is strictly prohibited.
- i. Topsites;
 - ii. IRC scripts/bots, IRCD (irc servers), AutoSurf/PTC/PTS/PPC sites;
 - iii. IP scanners, Bruteforce Programs/Scripts/Applications;
 - iv. Mail Bombers/Spam Scripts;
 - v. File Dump/Mirror Scripts (similar to rapidshare);
 - vi. Anonymous or Bulk SMS Gateways;
 - vii. Websites or links to websites advocating human violence and hate crimes;
 - viii. Websites promoting illegal activities. or linking to other websites that promote illegal activities;
 - ix. selling, or otherwise disseminating, child pornography, pornography or other erotic material, regardless of its literary merit;
 - x. hosting adult thumbnail galleries/banner exchanges;
 - xi. lottery/gambling or chain letters, regardless of content, and regardless of your citizenship;
 - xii. advertising, advocating or operating High-Yield Interest Programs (HYIP) , Ponzi or Pyramid schemes, prime banks programs, Bank Debentures/Bank Debenture Trading Programs, or Related Sites;
 - xiii. fraudulent sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com).

- xiv. broadcasting or streaming of live sporting events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc.) or television;
- xv. bitcoin miners;
- xvi. impersonating another user or otherwise falsifying one's user name in email, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet service;
- xvii. dox or posting personally identifiable information such as addresses and phone numbers of individuals with the hope of causing damage or harm to said person. This does not cover Government officials when providing contact email addresses or the representatives work phone;
- xviii. content that promotes or advocates human trafficking in any way shape or form as determined by Duvien.com's sole discretion, sites that promote prostitution, or escort services;
- xix. network unfriendly activity (ex: attempts to interfere with our network or network connections or which adversely affect the ability of other people or systems to use our network or the Internet);
- xx. creating, posting or sending Warez, Roms, CD-Keys, cracks, passwords, serial numbers, Internet viruses, worms or Trojan horses, engaging in denial of service attacks, or hosting content that is intended to assist others in defeating technical copyright protections;
- xxi. posting links to prohibited items, facilitating a violation of our Policies, or instructing others in illegal or prohibited activities; and
- xxii. setting up or using (via the Service) proxies, proxy scripts/anonymizers of any kind.

Responsibility for payment

You are responsible for all charges, costs, expenses and other fees (the "Fees") associated with your use of the Services once our Services are made available to you. Your first invoice is generated at the time you purchase the Services. An invoice for any Renewal Term is generated

fourteen (14) days prior to the first day of the Renewal Term (the “Due Date”) unless other arrangements have been made or a cancellation request has been submitted by email. You are responsible for the fees and charges set out within the initial invoice you pay on the Effective Date and any other invoice generated for a Renewal Term. If paying by credit card, PayPal Billing Agreement, or any other payment method capable of automatic charge, you will be charged on the Due Date. New services, packages or domains that are ordered and unpaid after seven (7) days will be cancelled.