

the Site.

### Terms of Use

The following terms and conditions of use (these "Terms of Use") are terms of a legal agreement between you and HYPERSPACEHOSTING.COM and govern your use of and access to HYPERSPACEHOSTING.COM's websites and online information, HYPERSPACEHOSTING.COM Portal, and all content provided on or through the HYPERSPACEHOSTING.COM Portal except where expressly provided otherwise. By accessing, browsing and/or using this site and associated websites, online properties and links (collectively, the "Site"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations. If you do not agree to these Terms of Use, do not use

HYPERSPACEHOSTING.COM also provides these services for products from a wide variety of third-party companies. For permitted use and specific warranties associated with the software, hardware, and peripherals from such third parties, you are advised to contact the relevant third party. Unless any relationship or affiliation with such third parties is expressly specified HYPERSPACEHOSTING.COM is not responsible for any third-party content provided on or through the

HYPERSPACEHOSTING.COM Portal including the nature and availability thereof and you shall bear all risks associated with the use of such third party content, products and services.

HYPERSPACEHOSTING.COM's support staff are HYPERSPACEHOSTING.COM Live Expert Technicians but do not necessarily hold any certifications from any third party unless expressly specified.

The brand imagery, brand elements and the look and feel of the HYPERSPACEHOSTING.COM Portal (including all page headers, custom graphics, button icons, and scripts) are proprietary to HYPERSPACEHOSTING.COM and may not be copied, imitated, or used (in whole or in part) without HYPERSPACEHOSTING.COM's prior written permission. All other trademarks, registered trademarks, company names, product names and brand names are the property of their respective owners,

and HYPERSPACEHOSTING.COM disclaims any ownership in such third-party marks. The use of any third-party trademarks, logos, or brand names is for informational purposes only, and does not imply an endorsement by HYPERSPACEHOSTING.COM or vice versa or that such trademark owner has authorized HYPERSPACEHOSTING.COM to promote its products or services.



#### Disclaimers

The Site and all information and material contained on the Site or made available through the Site are provided on an "as is" and "as available" basis. HYPERSPACEHOSTING.COM makes no representation or warranty of any kind whatsoever and disclaims all warranties and representations, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular use or purpose, accuracy, non-infringement or operation or that the HYPERSPACEHOSTING.COM Portal will be available on a, timely, continuous, secure or error-free basis.

HYPERSPACEHOSTING.COM does not guarantee the Site and the material and information contained on the Site will be without error or defect. Any content accessed, downloaded or otherwise obtained on or using the Site shall be at your own discretion and risk.

HYPERSPACEHOSTING.COM shall not have any liability whatsoever for any damage to your device, gadgets, computer system or loss of data software destruction etc. that results from the download or use of content You agree that you take full responsibility for your use of the Site.

## **Hyperlink Disclaimers**

As a convenience to you, the Site may provide links to other websites operated by other entities (collectively, the "Linked Sites"). If you use any Linked Site, you will leave the Site. If you decide to visit any Linked Site, you do so at your own risk. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled or otherwise governed by HYPERSPACEHOSTING.COM. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by HYPERSPACEHOSTING.COM.

HYPERSPACEHOSTING.COM does not endorse or make any representation regarding or warrant any information, goods and/or services appearing or offered on any Linked Site. Links do not imply that HYPERSPACEHOSTING.COM or the Site sponsors, endorses, is affiliated or associated with, or is a licensee of any trademark, trade name, logo or copyrighted work displayed in or accessible through the Linked Sites, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of HYPERSPACEHOSTING.COM or any of its affiliates or subsidiaries. HYPERSPACEHOSTING.COM is neither responsible for nor will it be liable under any theory based upon any Linked Site, any information or content found on any Linked Site, or any site linked to or from any Linked Site.



# **Limitation of Liability**

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall **hyperspacehosting.com** be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the site or the contents thereof including the materials on the site, even if hyperspacehosting.com or a hyperspacehosting.com authorized representative has been advised of the possibility of such damages. if your use of the site or contents thereof including the materials on the site results in the need for servicing, repair or correction of your equipment or data, you assume all costs thereof. some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### Indemnification

You agree to indemnify, defend, and hold harmless HYPERSPACEHOSTING.COM and its affiliates, agents, employees, and licensors from and against all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to your use of the Site, violation of these Terms of Use, violation of any law or regulation, or violation of any proprietary or privacy right.

### **Privacy**

HYPERSPACEHOSTING.COM's Privacy Policy will apply to your use of the Site. The terms of HYPERSPACEHOSTING.COM's Privacy Policy are made a part of these terms; please review HYPERSPACEHOSTING.COM's Privacy Policy and related information about your privacy and HYPERSPACEHOSTING.COM's use of your information by clicking on the links on the left side of this page. You acknowledge and agree that you are always responsible for maintaining the confidentiality and protection of your account and password information if such information is applicable to your use of the Site. You are also responsible for adequately restricting the use and access to your computer, smart phone, or other device used to access the Site and all activity that occurs under your account due to your failure to protect such information.

### **Our Transmissions**

Any material, information or idea you transmit to or post on the Site by any means will be treated as non-confidential and non-proprietary and may be disseminated or used by HYPERSPACEHOSTING.COM or its affiliates for any purpose whatsoever, including, but not



limited to, developing, manufacturing and marketing products. HYPERSPACEHOSTING.COM may monitor, record or otherwise capture and maintain a record of your site session for quality control or other purposes. Notwithstanding the foregoing, all personal data provided to or captured by HYPERSPACEHOSTING.COM online will be handled in accordance with HYPERSPACEHOSTING.COM's Privacy Policy. You are prohibited from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the Governing Law.