

Cobalt Host

Terms of Service



1. Summary

- (i) For the purposes of this document, 'Cobalt Host', 'we', 'us', and 'our' shall refer exclusively to Cobalt Host. "User", "client", "you", "account holder", and "customer" denote the individual consenting to these terms. By accessing our website or engaging in transactions with us, you signify your acceptance of these Terms of Service (ToS), herein also referred to as the "agreement", "policy", or simply "ToS". Cobalt Host retains the discretion to amend or revise these Terms of Service at any point, without prior notification. It is incumbent upon you to review these Terms of Service periodically for changes. Should you, at any time, find these Terms of Service unacceptable, please contact us for the termination of your account and services. Your access and use of our website are conditioned upon your agreement to these Terms of Service. We request you carefully read all of our policies before accessing and using our site.
- (ii) Cobalt Host is owned by Arrownode LLC, a registered entity within New York, United States of America.

2. Binding Terms

- (i) You agree to all terms in this policy and accept that if at any time this policy is breached may lead to cancellation and/or termination of your service and/or account.
- (ii) Given the complexities inherent in international commerce, the company cannot categorically assure that none of your consumer protection rights or privacy rights will be compromised. However, the company endeavors, to the extent feasible, to comply with regional laws pertaining to these rights. By choosing to continue using or purchasing our goods or services, you acknowledge and accept this condition.
- (iii) All content and assets displayed on our website are owned by Cobalt Host with all rights reserved. Some content are copyrighted by other entities.
- (iv) The legal governance shall fall under the law of the state of New York, United States of America. Where possible, we abide by the General Data Protection Regulations (set by the EU), as well as abiding by the United States of America data protection regulations. The data security and policy may be viewed at: <https://cobalt.host/privacy-policy>.

3. User Responsibilities

- (i) Content and Security: by using our service, you agree that content that is uploaded or created on our platform either belongs to you, or you have explicit permission in written form from the owner of the content. You also agree that we are not responsible for content that is uploaded, created, or generated on our platform.
- (ii) Compliance: By using our services, you agree that your use of our service will not contrast to US law. We are not responsible for content shared on our platform.
- (iii) Payments: You agree to pay Cobalt Host in advance for your services.

4. Account Terms

- (i) Registration for an account is a prerequisite for utilizing our services. You bear the responsibility for maintaining the security of your account. Cobalt Host disclaims any liability for activities conducted through your account.
- (ii) The act of creating an account signifies your agreement to the ensuing responsibilities and liabilities:
 - a. You shall be responsible to not share your account credentials with anyone.
 - b. You are accountable for all activities conducted under your account.
 - c. You shall be responsible for the timely and efficient settlement of all invoices incurred.
 - d. You shall not violate this agreement or any policies of Cobalt Host.
 - e. You shall refrain from engaging in any activities deemed illegal under the legal jurisdiction governing this policy and your place of residence.
 - f. Cobalt Host assumes no responsibility and no liability for any user-generated content posted or transmitted via our contents, assets, products, or services. Your utilization of our services constitutes consent for us to store and utilize your data.
 - g. You are required to provide valid, legitimate, and accurate information.
 - h. You agree not to engage in any actions aimed at circumventing the security measures implemented to safeguard any portion of the company's network or the services under the company's purview.

5. Exclusive Permission to Host Content

- (i) By purchasing a service with us or uploading contents to our servers, you give us exclusive permission to host your content. You agree that the content you are uploading follows the author's licensing rules.

6. Liability

- (i) We reserve the right, exercisable at our sole discretion and without liability or prior notice, to modify parts or the entirety of a product/service and its functionality; we may suspend or discontinue parts or the entirety of a product/service and its functionality; we may suspend, terminate or restrict your access to or use of parts or the entirety of a product/service and its functionality; we may terminate, suspend, or restrict your access to our website, and your websites.
- (ii) We reserve the right to refuse service to anyone at any time, at our sole discretion.
- (iii) Cobalt Host shall not, under any circumstances, be held liable for any damages or consequences arising from customer actions in relation to their services. This disclaimer of liability extends to, but is not limited to, incidents such as hardware failure, fire or water damage, or natural disasters (e.g., earthquakes or tsunamis). We strongly advise all users to maintain off-site backups of their product(s) or service(s) to safeguard against data loss. It is important to note that certain

services offered by Cobalt Host are resold, and as such, some of the equipment, routing, software, and programming utilized by Cobalt Host are not directly owned or developed by Cobalt Host.

- (iv) All support requests must be submitted through our designated support channels, specifically our billing system's ticket system. We request that customers use only these specified methods for communication to ensure the authenticity of the response received from us.
- (v) Under any circumstance, Cobalt Host shall not be held liable for any reason. This includes but is not limited to:
 - Hardware failure
 - Fire/water Damage
 - Acts of God/Nature

We recommend all users to take off site backups to prevent any issues.

7. Abuse

- (i) Abuse in any way or size, which is aimed at our network and services are strictly prohibited and may result in service suspension, termination, or a permanent ban from using our services.
- (ii) Any activity which hinders the ability for us to provide a service or a user to use our service or any other internet service is strictly prohibited.
- (iii) It is your responsibility to serve your server and keep it secure.
- (iv) Discord bot hosting, game hosting, and container hosting may not 100% CPU usage or remain that way for more than 2 minutes at a time. Virtual servers may not exceed full CPU specifications or remain that way for more than 2 minutes at a time.

8. Fair use

- (i) Services with 'unlimited' or 'unmetered' offering of bandwidth, storage, accounts, websites, or any other consumable resource must be used at a fair use level.
- (ii) If at Cobalt Host's discretion, it is decided that you are too many resources, the effected service may be suspended or terminated without notice.
- (iii) In instances where a customer's service adversely affects other customers, we reserve the right to initiate early termination or suspension of the said service.
- (iv) Customers are advised to apply sound judgment in determining compliance with the principles of fair use.

9. Support

- (i) There is no specific amount of time we will respond by our team aims to respond within 12 hours, but we usually will respond in under 1 hour, however there is no guarantee.

10. Payments

- (i) Our services require a payment in order for them to be made available to you. You agree to pay in advance for your service to be provided,

- (ii) We maintain the right to update or amend the price of a service as we see fit.
- (iii) You take full responsibility to keep your payment information up to date and that all invoices are paid on time.
- (iv) You are responsible to check if a price has been changed. You will not be eligible for a refund if you didn't see or realize that a price changed.
- (v) Invoices are made 14 days before the due date. If you have a payment card x account on file, payment may be captured before the renewal date to ensure there is no disruption.
- (vi) It is payment processors responsibility to ensure you are charged correctly and within regulations.
- (vii) You are responsible for payment processor fees and tax fees.
- (viii) We are not responsible for payment taken from an automatic subscription assigned to an inactive service, you will not be refunded in this scenario.

11. Cancellation

- (i) If a product/service is cancelled mid-billing cycle, you will not be refunded for the remainder.
- (ii) A cancelled product/service will be immediately terminated.
- (iii) When cancelling a service, the same rule as section 14, rule applies.
- (iv) Unless you notify us via the designated support system or "Request Cancellation" button, your service will be billed and active on an ongoing basis.

12. Refunds

- (i) The refund times are as follows: Discord Bot Hosting, Game Hosting, and Container Hosting are 48 hours; virtual servers and website Hosting are 24 hours. Domains, Dedicated Servers, and any other unlisted services are non-refundable.
- (ii) We have the right to refuse a refund for any reason we see fit.
- (iii) We have the right to request for justification of a refund.
- (iv) Refunds must be requested through our support system within the service's refund time.
- (v) The refund time span begins when the service has been activated.
- (vi) Duplicate payments may only be refunded to account credit.
- (vii) Payments taken past a service has been cancelled will only be refunded with valid justification.
- (viii) You are responsible for refund transactional fees.
- (ix) A refund request will be refused if a dispute has been made against the initial transaction.
- (x) If a refund is requested due to technical issues, the service will be investigated before it is refunded.
- (xi) Excessive refund requests or other refund system abuse methods will lead you to a ban from our refund system.
- (xii) Non-released, non-public, or non-displayed services are not refundable.
- (xiii) We may hold a refund for up to 7 days to prevent abuse.

13. Chargebacks

- (i) Under no circumstances shall any current or former client initiate a chargeback. Should a chargeback occur, the client's service will be subject to suspension or termination. Furthermore, if such a client desires to reinstate their service, they must repay the amount of the chargeback in addition to any fees incurred by third-party payment gateways.
- (ii) Initiating a dispute or chargeback will lead to an immediate suspension of all your services. We will contact you to seek a resolution. If a resolution is not reached within 7 days, all your services will be terminated, and you will be prohibited from accessing our website and services.
- (iii) To reactivate services following a chargeback, the following steps must be completed:
 - a. Reverse the chargeback or remit payment for the total amount due, inclusive of any chargeback fees.
 - b. Provide assurances that future chargebacks will not occur. We may report illegal, unauthorized, or bad chargebacks to Major Credit Bureaus which may affect your credit score. We may also report to third parties to ensure the safety and security of others.

14. Products/services

- (i) We reserve right to withdraw, update, amend, or discontinue any of our products/services. This includes entire ranges, addons, configurable options, prices specifications, sub-products, or billing cycle. We are not responsible for providing a notice. It is your responsibility to actively check if anything has changed.

15. Promotions

- (i) We do not guarantee that all promotions and discounts that are provided by us, will remain active. We reserve the rights to revoke any promotion or discount at any time without notice. It is your responsibility to check if a removed promotion has affected your service.
- (ii) Promotions and discounts may not be re-used unless otherwise noted.
- (iii) Promotions and discounts may not be used excessively (if they are allowed to be re-used) or abused.
- (iv) Promotions and discounts may not be applied to an already existing service.
- (v) Promotions and discounts are non-refundable.
- (vi) Promotions and discounts may be subject to expiration.

16. Termination

- (i) Upon purchasing server services from Cobalt Host, you are entitled to access and data storage for a specified duration. Post expiration of this period, access will be revoked, and all stored data will be permanently deleted. It is your

responsibility to ensure off-site backup of your data. Cobalt Host assumes no liability for any data loss post-service termination.

- (ii) Cobalt Host reserves the right to terminate your service(s) at its discretion for any reason deemed appropriate, without prior notice.
- (iii) In the event of service termination due to abuse, Cobalt Host will retain your data as necessary for investigation and resolution. You consent to the disclosure of this data to law enforcement and other relevant authorities for these purposes.
- (iv) Suspension or termination of your account may trigger payment reminder emails but be aware that this could result in the permanent loss of your files/add-ons. Cobalt Host is not liable for data inaccessibility post-server suspension or termination. You are advised to maintain regular off-site backups.
- (v) Data stored on the Cobalt Host network will be irretrievably deleted 3 days after service termination. This applies to terminations due to violations of acceptable use or abuse concerns. The company also reserves the right to restrict your access to all of its services without notice.
- (vi) By utilizing Cobalt Host services, you acknowledge and agree that we may, at our sole discretion, suspend or terminate your access to our website and products, with or without notice, for any reason, including but not limited to a breach of this agreement.
- (vii) **Compliancy & Abuse-related Termination of Use:**
- (viii) In instances of service termination for abuse-related reasons, your data may be retained for up to 365 days (1 calendar year) for investigative purposes. You grant explicit consent for Cobalt Host to access and share this data with law enforcement or in response to legal subpoenas.
- (ix) If you dispute the termination, your case will be evaluated by our compliance department. During the review period and in any case of abuse-related termination, you will not have access to your data and files.
- (x) Cobalt Host maintains the authority to terminate your services for any infractions related to acceptable use or abuse, without prior notification, and to deny access to all its services.

17. Legal Handling

- (i) We retain the right to consult with any appropriate authorities if required. Any communication between the parties will be confidential.
- (ii) By purchasing a server, you permit us to:
 - a. Modify your services in the event that support is requested, and actions are needed to be done to resolve the issue.
 - b. Suspend, modify, or terminate your service without reason or notice.
- (iii) The website and our services are operated and controlled from the United States of America, and therefore are governed by and construed in accordance with the laws of the State of New York.
- (iv) To the fullest extent allowed by law, you agree to pardon and hold harmless Cobalt Host, affiliates, staff members, contractors, providers, directors, and agents from and against all legal proceedings, damages, losses, liabilities, lost

and claims, demands, fines, expenses, and disputes of any kinds including legal and attorney fees.

18. Arbitration & Resolutions

- (i) Any disputes arising out of or related to interactions with the company shall be conclusively settled in accordance with the Arbitration Rules of the International Chamber of Commerce. Such disputes will be adjudicated by one or more arbitrators, appointed according to these rules. Notably, the emergency arbitrator provisions are not applicable.
- (ii) Arbitration proceedings shall occur at a location deemed convenient by the company, as determined by a company representative. The company may appoint one or more arbitrators to ensure an impartial outcome.
- (iii) This agreement is governed by the laws of the United States of America. Any arbitration must precede court litigation. Customers are obligated to seek out-of-court resolutions or settlements before resorting to arbitration or litigation.
- (iv) Customers must endeavor to amicably resolve disputes before proceeding to arbitration or litigation.

19. Severability

- (i) In the event any provision of this agreement is held to be illegal, void, or unenforceable by a court within the governing jurisdiction, the remainder of the agreement shall remain in effect. The invalid or unenforceable provision shall be interpreted in a manner that closely aligns with the original intent of both the company and the customer. Both parties agree to substitute such a provision with a valid and enforceable one that most closely matches the original intent and the recognized purpose of the nullified provision.
- (ii) The company reserves the right to consult with and involve appropriate authorities in cases of policy violations or other incidents necessitating law enforcement intervention. All communications between parties are considered confidential.
- (iii) The company does not guarantee uninterrupted, error-free, or completely secure services/websites. While striving to provide an uninterrupted, error-free, and secure experience, such a guarantee cannot be made.

Cobalt Host

Acceptable Use Policy

Cobalt Host strives to maintain high-quality level service. To maintain this level, we prohibit the following uses and attempt uses with our services:

- a. Engaging in hacking activities, including unauthorized access, port scans, stealth scans, and phishing techniques.
- b. Hosting or distributing files that infringe on copyright or other intellectual property rights, including unauthorized use of our copyrighted Minecraft server files.
- c. Sending bulk unsolicited emails (spam) or maintaining an open SMTP connection for spamming purposes.
- d. Uploading or linking to content that violates another's right of publicity or privacy.
- e. Distributing hate speech, obscene, abusive, defamatory, or threatening content.
- f. Hosting, storing, or distributing child pornography or other illegal material, including bestiality and hate speech. Such activities will be reported to law enforcement agencies.
- g. Operating Content Delivery Network (CDN) streaming.
- h. Running any form of file hosting websites without explicit permission from the company.
- i. Threatening or engaging in DDoS, Doxing, or stealing files.
- j. Hosting or distributing any form of malware, trojans, viruses, or harmful software.
- k. Conducting or facilitating cryptocurrency mining activities.
- l. Engaging in activities related to or facilitating DoS/DDoS attacks.
- m. Conducting brute force attempts or enabling such activities through applications.
- n. Hosting, distributing, or engaging in any illegal or unethical content or actions as determined by our compliance team.

We restrict the following content within our services:

- a. Displaying, hosting, or distributing pornographic content of any kind.

- b. Engaging in actions that encourage unlawful behavior, including hate crimes, terrorism, and child pornography.
- c. Distributing copyrighted content without proper authorization.
- d. Operating phishing websites or sending mass/unsolicited emails.
- e. Hosting websites related to pharmacies without proper licenses.
- f. Excessively consuming shared resources in a manner that negatively impacts other customers.

This policy is not exhaustive, and Cobalt Host reserves the right to determine, at its discretion, what constitutes a violation of this AUP. Compliance with this policy is mandatory for all users of our services. Failure to adhere to these guidelines may result in the termination of services and legal action, where appropriate.

Abuse complaints: in the event we receive an abuse complaint, copyright notice, or DMCA notice, to you will be forwarded the complaint. You will have 24 hours to resolve the complaint before we suspend the service. You will receive 7 days to resolve the complaint before the service is terminated. We reserve the right to keep the data for investigation purposes. If a report comes in again, the service will be instantly terminated.

This document was last reviewed and formally approved for publication on December 1, 2023, by Luke Brenner.

For any inquiries, abuse complaints, or other communication needs, please feel free to reach out to us at the following contact details:

Email: info@cobalt.host

Address:

Cobalt Host
2701 East Grauwlyer Road, T1-4784,
Irving, TX 75061

We welcome your questions and feedback and are committed to responding promptly and effectively.