

Terms of Use

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This page describes the terms and conditions (“**Terms of Use**”) that govern your use of the GOVPS website (<https://govps.host/>) together with any materials provided therein, and any subdomains thereof (the “**Website**”). Please see GOVPS’s [Privacy Policy](#) for information on GOVPS’s data collection practices.

PLEASE REVIEW THESE TERMS CAREFULLY. YOUR ACCESS TO AND/OR USE OF THE WEBSITE AND SERVICES (AS DEFINED BELOW) CONSTITUTES YOUR ACCEPTANCE OF, AND CONSENT TO BE BOUND BY, THESE TERMS OF USE. IF YOU DO NOT ACCEPT AND CONSENT TO BE BOUND BY THESE TERMS OF USE, THEN YOU MUST NOT USE OR ACCESS THE WEBSITE OR SERVICES.

For more information, please contact support@govps.com.

ELIGIBILITY AND SCOPE OF AGREEMENT

This Website is offered by GOVPS, LLC, a California limited liability company (“**GOVPS**”, the “**Company**,” “**we**” or “**us**”), and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us. If you do not meet all of these requirements, you must not access or use the Website. By choosing to use the Website, you are agreeing to abide by all of the terms and conditions of these Terms of Use and the [Privacy Policy](#) between you and GOVPS. If you do not want to agree to these Terms of Use or the [Privacy Policy](#), you must not access or use the Website or Services.

CHANGES TO THE TERMS OF USE

We may change, add or remove portions of these Terms of Use at any time, which shall become effective immediately upon posting. It is your responsibility to review these Terms of Use prior to each use of the Website and by continuing to use this Website, you agree to any changes.

ACCESS AND SECURITY; PASSWORD SECURITY

We reserve the right to withdraw, suspend, or amend this Website, and any service, server, or material we provide on or via the Website (collectively, “**Services**”), in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to any users. It is your responsibility to arrange for your access to this Website and ensure that all persons accessing the Website through your internet connection are aware of these Terms of Use and comply with them.

We reserve the right to check your compliance with the provisions regarding use of the Services and/or Website.

If you are provided with a password or any other piece of information as part of our security procedures, you are responsible for keeping this information confidential and secure. You alone shall bear the consequences of a server malfunction resulting from the use by any staff or by any other person to whom the you have provided your password. You alone shall bear the consequences resulting from the loss of such password.

PROPRIETARY RIGHTS AND LIMITED LICENSE

We (and our licensors) retain all rights to all data and information on the Website and Services, including text, graphics, images, designs, articles, business processes, and any other form of content (collectively referred to as “**content**”). You agree that any such content is the intellectual property of GOVPS. We agree that any information you provide on the Website is not part of this content, and you agree that we may use any information you provide to operate our systems, store in our secure databases, and use to facilitate the providing of Services to you. You and GOVPS agree that any third party information, such as any articles provided by a third party, belongs to the party(s) providing such information and that such party(s) retain their own rights to their own information. By agreeing to these Terms of Use, GOVPS grants you a limited, non-exclusive, and non-transferable license to use our Services for your personal and business use, provided that you do not modify the content in any way and that you include any copyright and proprietary notices displayed in or on the content.

RESTRICTIONS

You may use the Website and Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or any Service:

- To access parts of the Website to which you are not authorized;
- In any way that violates any applicable federal, state, local or international law or regulation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity;
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or Services, or which, as determined by us, may harm the Company or users of the Website or Services, or expose them to liability, including, without limitation, sending mass email messages or spamming;
- In any manner that could disable, overburden, damage, or impair the Website or Services, or interfere with any other party’s use of either, including their ability to engage in real time activities through the Website or Services, including, without limitation, employing programs that consume excessive network capacity, CPU cycles, or disk I/O;
- To engage in any activity that is malicious or technically harmful to the proper working of the Website or Services, including, without limitation, any reverse engineering,

decompiling, disassembling, or any breach or attempted breach activities (e.g., port scanning, sniffing, spoofing);

- To collect or aggregate data about users of this Website;
- To reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Website or Services except as expressly authorized herein; and
- To use any robot, spider, crawler, or other mechanism to scrape, data mine, or gather content posted on the Website or any subdomains or any domains owned or operated by GOVPS. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Website's root directory, GOVPS grants to the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of, and solely to the extent necessary for, creating publicly available, searchable indices of such materials, but not caches or archives of such materials.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website and Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website, Services, or any content on the Website is transferred to you, and all rights not expressly granted are reserved by GOVPS. Any use of the Website or Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

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USER INFORMATION; DATA BACKUP

You are solely responsible for the content and the accuracy of the information you submit to the Website, including any changes to any outdated information. It is a condition of your use of the Website

and Services that any information you provide on the Website is correct, current and complete. All submitted materials (documents, information, comments, etc.) are treated as non-confidential and does not create any legal, fiduciary, or other obligation on behalf of GOVPS to you. GOVPS may screen, monitor, evaluate and remove any submitted materials at any time and for any reason. Personal information submitted to GOVPS will be governed by GOVPS's Privacy Policy.

You are solely responsible and shall take all required measures to ensure the backup of your data.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or Services. In addition, we have the right to terminate or suspend your access to all or part of the Website or Services for any or no reason, including without limitation, any violation of these Terms of Use.

YOU WAIVE AND HOLD HARMLESS GOVPS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER GOVPS OR LAW ENFORCEMENT AUTHORITIES.

NO LEGAL ADVICE OR FIDUCIARY OBLIGATIONS

None of information on the Website shall not be construed as legal advice or relied on as legal advice, or a substitution for the advice of an attorney in any way. GOVPS is not engaged in the practice of law and does not provide legal advice. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

THIRD PARTY LINKS

This Website may include links to other Internet sites maintained by third parties, and some of the content appearing on the Website is in fact supplied by third parties, for example, in instances of framing of third-party sites or incorporation through framesets of content supplied by third-party servers ("**Linked Sites**"). GOVPS has no responsibility for any Linked Site, which are governed by the terms of use and privacy policies, if any, of the applicable third-party content providers. GOVPS provides Linked Sites to you solely as a convenience, and the inclusion of Linked Sites does not imply endorsement by GOVPS of the Linked Sites. We encourage you to read any applicable terms and conditions or privacy policies at any Linked Sites.

CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

GEOGRAPHIC RESTRICTIONS

User access to this Website is governed by all applicable federal, state and local laws. All information available on the Website is subject to U.S. laws and may also be subject to the laws of the country where you reside. GOVPS makes no representation that information or materials in the Website are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

DISCLAIMER OF WARRANTIES

The Website may include inaccuracies, errors and materials that violate or conflict with these Terms of Use. Additionally, third parties may make unauthorized alterations to the Website. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. GOVPS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

LIMITATION ON LIABILITY

IN NO EVENT WILL GOVPS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, THE CONTENT OF INFORMATION TRANSMITTED, POSTED, COLLECTED, USED, OR UPDATED, AS WELL AS ANY FILES (INCLUDING ADDRESS FILES), ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

SINCE YOU ARE ACTING INDEPENDENTLY OF GOVPS, YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL RISKS RELATED TO YOUR ACTIVITIES. YOU ARE SOLELY LIABLE AND EXCLUSIVELY RESPONSIBLE WITH REGARD TO USE OF THE SERVICES, ANY WEBSITES HOSTED ON YOUR VIRTUAL PRIVATE SERVER, THE CONTENT OF ANY INFORMATION TRANSMITTED, POSTED, OR COLLECTED, INCLUDING OPERATIONS, UPDATES, FILES (INCLUDING ADDRESS FILES). YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU WILL BE LIABLE FOR ANY MISUSE OF THE WEBSITE OR SERVICES, AS SET FORTH IN THE "RESTRICTIONS" SECTION HEREIN, INCLUDING ANY DAMAGES SUFFERED BY OTHER USERS IN CONNECTION WITH YOUR MISUSE AND ANY RESULTING SUSPENSION OF SERVICES BY GOVPS'S THIRD PARTY DATACENTER AND SERVER PROVIDER, AND (2) YOU WILL COMPLY WITH THE RIGHTS OF THIRD PARTIES, HUMAN RIGHTS, AND INTELLECTUAL PROPERTY RIGHTS, SUCH AS COPYRIGHTS, PATENT RIGHTS, AND TRADEMARKS.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

GOVERNING LAW AND JURISDICTION

These Terms of Use constitute the entire agreement between you and GOVPS and govern your use of the Website and Services. All matters relating to the Website, Services, and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use, the Website, or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the County of Orange. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. In the case of any violation of these Terms of Use, GOVPS reserves the right to seek all remedies available by law and in equity for such violations.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITE, OR SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

WAIVER AND SEVERABILITY

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

ENTIRE AGREEMENT

These Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and GOVPS with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

CONTACT INFORMATION; SUPPORT GUIDELINES AND BOUNDARIES

To ask questions or comment about these Terms of Use or the Website, contact us at support@GOVPS.host.

GOVPS provides technical support to users via WHMCS hosted by GOVPS. For more information regarding WHMCS, please visit: <https://www.whmcs.com/terms-of-service/>

The following are our guidelines when providing support:

1. GOVPS provides support related to your GOVPS virtual private or shared server's physical functionality.
2. GOVPS does not offer technical support for application specific issues such as application configuration, CGI programming, web or mail server configuration, or any other such issue.
3. GOVPS does not provide technical support to customers of users.