



www.klayhosting.com  
info@klayhosting.com

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This translation is provided for information only. In the event of any discrepancy between the English text and this translation, the English version will prevail.

## KlayHosting Terms of Service

Last modified: September 5, 2021.

### Acceptance of the Terms and Conditions

This Terms of Use Agreement (this "Agreement"), states the terms and conditions under which you may use this web site (the "Site"). Please read this Agreement carefully. This Site contains various information relating to the National Council of Nonprofits, Inc. ("the Council of Nonprofits" or "We") in the form of text, graphics, news, reports, and other materials (tangible or intangible) ("Content"). By accessing, browsing and/or using this Site you acknowledge that you have read, understood and agree to be legally bound by this Agreement. If you do not accept this Agreement (and therefore do not agree to be bound by this Agreement), do not use this Site. We reserve the right to amend this Agreement at any time by posting the amended terms on our Site.

### Eligibility to use

KlayHosting cannot by law allow the following users and viewers to use the platform in the following events:

- You are not able to form legally binding contracts;
- You are under the age of 13; without parental/legal guardian consent;
- A person barred from receiving and rendering services under the laws of Italy or another applicable jurisdiction;
- Are suspended from using the Website;
- Do not hold any valid form of communication between you and the website;
- Your details are flagged by our Anti-Fraud system as carrying a high risk.

We may, at our absolute discretion, refuse to register any person or entity as a User. You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.



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### **Changes to these Terms of Service**

KlayHosting reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. The Operator may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms & conditions. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we will be sorry to see you go. We may also stop providing Services to you or add or create new limits to our services. We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly to ensure that you are up to date.

### **Indemnification and or Refusal of Service.**

You, the consumer, agrees that you will hold KlayHosting free from all stipulations, liability and or losses such as expenses and claims suffered either but not limited to the negligence of the consumer and or indirect cause of KlayHosting. In the event any loss is suffered you the consumer agrees to hold but not limited to the following free from liability such as; Employees, all other consumers, directors, suppliers, claimants and or anyone associated with KlayHosting unless stipulated by the governing law and direct cause is proven within a Court of Law. KlayHosting holds at its pure digression the sole right to refuse, cancel and or terminate all services of consumers in the event of a violation of unlawful activities, violation of the terms and conditions of service, privacy policy or and the discretion of KlayHosting management. In the event your accounts are terminated Consumers may not be notified in the event of termination of accounts as policy violations result in immediate termination. Furthermore, the consumer acknowledges and agrees that the consideration which KlayHosting is charging hereunder does not include any consideration for assumption of the risk of customer's consequential, punitive, special or incidental damages which may arise in connection with customer's use of the software and documentation. Accordingly, the customer agrees that KlayHosting shall not be responsible to the consumer for any loss-of profit, indirect, incidental, special, or consequential punitive damages arising out of the use of the service or documentation.



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### **Accounts and security.**

We take security seriously here at KlayHosting. When registering an account, you automatically agree to this here terms of service and the privacy policy to gain access.

You as the user agree to the following.

You:

1. Will not share your account credentials;
2. Will take responsibility for the actions of the account;
3. Will be responsible for the security of the account;
4. Will not exploit any flaws in hardware or software for any reason;
5. Will not attempt to circumvent any security features for any reason;
6. Will report exploits and security flaws to us upon discovering them;
7. Will not perform any attack on any network, host or servers, including but not limited to denial of service attacks;
8. Will not engage in activities that interrupt or interfere with KlayHosting services;
9. Will not engage in illegal activities.

### **Abuse**

Services found to be abusing may be suspended or terminated without prior warning. Services may be suspended or terminated due to the following reasons (but not limited to):

Discord Bot Hosting:

- Hosting of background processes or daemons;
- Hosting, downloading, store or distributing illegal/nulled content;
- Hosting, downloading, store or distributing any type of pornographic content;
- Hosting, downloading, store or distributing copyrighted software without permission;
- Hosting, downloading, store or distributing torrents;
- Excessively high CPU usage;
- Excessively large files such as backup;
- Circumvention of ram restriction.



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### **Support**

We aim to provide a response within 30 minutes for all tickets although depending on the complexity of the request may be longer. Bumping the tickets will further delay a response as we answer tickets based on their last reply. Spamming our ticket system may result in your ban from our support system and thus you will not be able to get support. We reserve the right to not provide support due to but not limited to abusive comments such as swearing, if this is a continued problem your services may be terminated. All our services are unmanaged unless elsewhere specified, due to this we are unable to provide extended support for configuration issues.

### **Legal Notice**

(a) KlayHosting is not in any way Affiliated with Discord. Nor should we be considered a business endorsed by Discord.



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- (b) Do not contact Discord in the event of issues.
  - (c) Support and or requests should be made to KlayHosting