

TERMS OF SERVICE

Parties

- i. “We”, “us”, “our”, “Data Ideas, LLC”, and “Data Ideas”, as used herein, all refer to Data Ideas, LLC, a duly registered Texas limited liability company with its principal place of business in the State of Texas.
- ii. “You”, “user”, or “Client”, all mean you, the one reading this document.

Use of Products and Services

1.1 - Data Ideas LLC does its best to take a Law of the Land stance when it comes to content hosted on its services. Content must abide by the laws of the country the services are hosted within, as well as not break any other points documented in these Terms of Service or our Acceptable Usage Policy (the “AUP”). If you feel a service is in violation of a residing countries laws, please file a Police Report with your local police department. **If you are a rights holder who believes your content is being infringed please see our DMCA policy (link to AUP/#DMCA)**

1.2 - In order to use our services, you are required to provide current and accurate identification, contact information, and other details as part of the registration process. You are responsible for maintaining the confidentiality and accuracy of your account information, and you are responsible for all activities that occur under your account. You are solely responsible for all content on your account. You agree to immediately notify Data Ideas LLC of any unauthorized use of your account or any other breach of security. Data Ideas LLC will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your account secure.

1.3 - Data Ideas LLC may cancel or suspend your access to Data Ideas LLC services at any time and for any reason without notice. Upon cancellation or suspension, your right to use the service will stop immediately. You may not have access to data that you stored on the service after we suspend or terminate the service. You are responsible for backing-up your data that you use with the service. If we cancel your service in its entirety without cause (cause meaning **violations such as those expressed in the TOS/AUP**), we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we terminated your service.

1.4 – These Terms are subject to change by Data Ideas LLC, in its sole discretion, at any time, without prior written notice. Any changes to these Terms will be in effect as of the “Last Updated Date” referenced on the Site. Therefore, you should review these Terms prior to using the Site.

Conditions of Use.

2.1 - You agree that any violations listed in our Acceptable Usage Policy are considered prohibited usage and may result in immediate account suspension and/or termination without compensation.

2.2 - Intentional or Malicious violations of our Acceptable Usage Policy will result in immediate termination, and a ban from any further service.

Account Registration.

Contact Information

3.1.1 - Clients who are living individuals must provide their legitimate name and surname and residential address when registering an account. In the event the Client is a legal entity, Clients must provide: (a) the entity's State of Registration; (b) the name and contact information for a duly authorized agent and/or representative of the entity; and, (c) the entity's physical mailing address (this may not be a P.O. box).

3.1.2 - Mail forwarding addresses are not accepted.

3.1.3 - A valid phone number is not required for registration.

3.1.4 - Registration and Order Placement must take place from the client's residential ISP, or in the case of an entity, from the ISP associated with the entity's ordinary and routine business endeavors (i.e., from the office listed as the entity's principal place of business). Public VPNs are not allowed when signing up for services (Private Internet Access, NordVPN, ExpressVPN, etc.).

3.1.5 - Account details must match information provided by payment method.

3.1.6 - All modifications to an account details require a ticket to our billing department.

Restrictions

3.2.1 - Clients may not open multiple personal accounts under any circumstance.

3.2.2 - Clients may not give other persons access to their accounts.

3.2.3 - Clients may not change their accounts name to another individual.

Billing.

Pro Rata

4.1.1 - All recurring services that are billed pro rata are billed with a recurring due date on the first of the month.

4.1.2 - Orders placed on or after the 6th of the month will only be billed for the remainder of that month, with the next due date set to the first of the following month.

4.1.3 - Orders for a Quarterly, Semi-Annual, Annual, Biennial, or Triennial billing cycle will only be billed for the remainder of the billing cycle. The next due date will be set to the full length of the billing cycle, starting from the first of the month in which the order was placed.

Invoicing

4.2.1 - Services with recurring billing will be due for payment on the first of the month.

4.2.2 - Invoices for monthly recurring services will be issued 14 days in advance of the due date.

4.2.3 - Invoices for quarterly, semi-annual, annual, biennial, and triennial recurring services will be issued 14 days in advance of the due date.

4.2.4 - Unpaid services will be suspended 5 days past the due date on the service.

4.2.5 - Unpaid services will be terminated 7 days past the due date on the service.

Account Credit

4.3.1 - Account credit does not expire, and cannot be transferred from one client to another.

4.3.2 - Existing account credit will automatically be applied towards further generated invoices until exhausted.

4.3.3 - Add Funds invoices may be created upon request via the ticket system in any amount between \$15.00 and \$300.00. When an Add Funds invoice is paid, the invoice total is automatically deposited into the client's account credit balance.

4.3.4 - Account credit may not be withdrawn or 'cashed out' in the form of a refund or other payment.

Payments and Gateways.

PayPal

5.1.1 - PayPal transactions are eligible for refund within 3 days of the initial order payment.

5.1.2 - PayPal payments must originate from a verified PayPal account.

Credit and Debit Cards

5.2.1 - Credit Card transactions are eligible for refund within 3 days of the initial order payment.

Cryptocurrency

5.3.1 - Cryptocurrency payments are accepted via the Coinbase gateway.

5.3.2 - Cryptocurrency payments are not eligible for refunds.

Chargebacks / Disputes

5.4.1 - Chargebacks and disputes against any payment will result in immediate suspension of all services on the account until the dispute is resolved, and the account prohibited from placing any further orders.

at the Billing Department's discretion, all services on the account may be terminated without compensation in the event of dispute or chargeback.

Services.

Service Processing

6.1.1 - Orders placed are provisioned within 24 hours provided that the client's Contact Information and Payment are in accordance with the Terms of Service.

6.1.2 - Orders that remain unpaid for more than 24 hours are automatically removed from the system.

Service Modification

6.2.1 - Service modification cannot be performed on or past the service's due date. Any outstanding invoices must be settled before service modification can be performed.

6.2.2 - Service modification that will lower the value of the service will automatically deposit the difference in values for the remainder of the billing cycle to the client's account credit balance. (ex: getting a 100Mbps connection and requesting to be lowered to 50Mbps.)

6.2.3 - Service modification that will raise the value of the service will be billed for the difference in values from the date of modification until the end of the service's current billing cycle. The modification will be applied once the issued invoice is settled.

Service Transfer

6.3.1 - An existing service may be transferred to another client provided the following conditions are met:

The service to be transferred must be active for at least three months.

The service to be transferred must not have any unpaid or overdue invoices.

The service to be transferred must not have any TOS/AUP Violations on record.

The account initiating the transfer must be in Good Standing, with no TOS/AUP Violations.

The account receiving the transfer must confirm acceptance of the transfer.

The account receiving the transfer must not have any unpaid or overdue invoices.

The account receiving the transfer must not have any TOS/AUP Violations on record.

Service Cancellation

6.4.1 - Immediate type cancellations are processed within 24 hours.

6.4.2 - End of Cycle type cancellations are processed automatically at 9:00 AM GMT -6 on the service's next due date.

6.4.4 - Once cancellation has been run on a service, all related data regarding that service is deleted and this process cannot be reversed.

6.4.5 - When a service is cancelled before its due date, the remainder of the service's billing cycle is automatically deposited to the client's account credit balance.

Service Suspension

6.5.1 - When suspended, a service is brought offline and disabled from being powered on or accessed. No data will be made available, nor the service brought online, until the situation resulting in the suspension has been resolved.

Service Termination

6.6.1 - Upon termination, all related data to said service is destroyed. This process cannot be reversed.

Cold Storage

7.1.1 – The client is responsible for all shipping to and from the data center location.

7.1.2 – For every 3-month period a client is active with the cold storage service, Data Ideas LLC will pay for one device shipping back to the client.

7.1.3 – If the client has multiple devices with Data Ideas LLC, the Client must submit a ticket with the device assigned serial number they are requesting to be shipped back

Severability

8.1 – In the event that a particular clause, segment, word or portion of these Terms of Service is found to be unenforceable in a court of law, it is the intent of the parties that all other clauses, segments, words, or portions remain in full force and effect.

No Assignment

9.1 – You may not assign, sell, nor transfer your interests in this agreement to any individual or third party.

Governing Law

10.1 – You agree that this contract is to be interpreted and governed by the laws of the State of Texas

Attorney's Fees

11.1 - In the event that a dispute arises over this agreement, the prevailing party shall be entitled to their reasonable and necessary attorney's fees to prosecute or defend a suit arising out of the same.