



HOSTING TERMS OF SERVICE

(pertaining to all Dire Solutions web sites and web pages)

GENERAL

The use of hosting services from Kymirra Marketing Group, LLC [hereafter referred to as "Dire Solutions"] constitutes agreement to these terms of service and those defined by HostGator.com, LLC found at: <http://www.hostgator.com/tos.shtml>.

Your use of the Dire Solutions hosting services constitutes your agreement to all such terms, conditions, and notices herein and written in the HostGator, LLC Terms of Service accessible above. Your use of a particular Dire Solutions services included within the Dire Solutions Web Sites network may also be subject to additional terms outlined elsewhere on that website. Additionally, the Dire Solutions Web Sites and the HostGator, LLC Web Sites may themselves contain additional terms that govern particular features or offers (for example, promotions or chat areas). In the event that any of the terms, conditions, and notices contained herein conflict with the Terms & Conditions or other terms and guidelines contained within any particular Dire Solutions web site or any particular HostGator, LLC web site, then these terms shall control.

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMERS CAREFULLY BEFORE USING ANY OF THE DIRE SOLUTIONS HOSTING SERVICES. By accessing or using the hosting services, you agree to these terms of use, conditions and all applicable laws. If you do not agree to these terms you may not use hosting services or any services provided by Dire Solutions through this website or other avenues.

Dire Solutions services, including all related equipment, networks and network devices are provided only for authorized customer use. Dire Solutions systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of Dire Solutions system(s) constitutes consent to monitoring for these purposes.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at support@diresolutions.com and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to pornography, child pornography or content perceived to be pornography of any kind (Lolita).

Any site found to host pornography or child pornography or linking to pornography or child pornography will be suspended immediately without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

Visit <https://secure.hostgator.com/passwords.shtml> to generate passwords.

ZERO TOLERANCE SPAM POLICY

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

PAYMENT POLICY

You agree to supply appropriate payment for the services received from Dire Solutions, in advance of the time period during which such services are provided. You agree that until and unless you notify Dire Solutions of your desire to cancel any or all services received, those services will be billed on a recurring basis.

Cancellations must be done in writing via e-mail or phone 30 days prior to the date of service termination. Once we receive your cancellation and have confirmed all necessary information with you via e-mail or phone, we will inform you in writing (typically email) that your account cancellation request has been received. An employee will confirm your request shortly thereafter. If you do not hear back from us within 24 hours after submitting your cancellation request, please contact us immediately via e-mail or phone. We require that cancellations of service are sent from the primary e-mail on file to (a) confirm your identity, (b) confirm in writing you are prepared for all files/emails to be removed, and (c) document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed.

As a client of Dire Solutions, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. Dire Solutions provides a 10 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 10 days and not paid will result in a 10% late fee and/or an account suspension until account balance has been paid in full.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact Dire Solutions.

Dire Solutions reserves the right to change the monthly payment amount and any other charges at anytime.

BACKUPS AND DATA LOSS

Your use of the service is at your sole risk. Dire Solutions is not responsible for files and/or data residing on your account. By using the Dire Solutions servers and network, you agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Dire Solutions servers.

CANCELLATIONS AND REFUNDS

Dire Solutions reserves the right to cancel the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time as explained above.

The following methods of payments are non-refundable, and refunds will be posted as credit to the hosting account: Bank Wire Transfers, Western Union Payments, Checks, Money Orders, Cash.

Violations of the Terms of Service will waive the refund policy.

MONEY BACK GUARANTEE

There is no money back guarantee for any hosting services whatsoever.

PRICE CHANGE

Dire Solutions reserves the right to change prices on an service provided at any time with prior notification. Any and all price changes will grant the customer the right to an immediate account cancellation 10 days prior and 10 days following the date of price change. Prices will only be changed due to changes made by HostGator or significant economic fluctuations.

INDEMNIFICATION

Customer agrees that it shall defend, indemnify, save and hold Dire Solutions harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Dire Solutions, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Dire Solutions against liabilities arising out of; (1)

any injury to person or property caused by any products sold or otherwise distributed in connection with Dire Solutions; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Dire Solutions's server.

ARBITRATION

By using any Dire Solutions services, you agree to submit to binding arbitration. If any disputes or claims arise against Dire Solutions or its subsidiaries, such disputes will be handled by an arbitrator of Dire Solutions's choice. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Colorado. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

DISCLAIMER

Dire Solutions shall not be responsible for any damages your business may suffer. Dire Solutions makes no warranties of any kind, expressed or implied for services we provide. Dire Solutions disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Dire Solutions and its employees.

DISCLOSURE TO LAW ENFORCEMENT

Dire Solutions may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

UPDATES TO HOSTING TERMS OF SERVICE

Dire Solutions may, in its sole discretion, update these Hosting Terms of Service at any time and from time to time. These amendments to any and all Dire Solutions policies may or may not be updated on the web sites immediately. All updated policies are made available to all by contacting Dire Solutions via the mail, phone, or email explained in this policy. The amended Terms of Service shall be effective upon Dire Solutions dated documents, not the update of the policies posted on the web sites, but your access to or use of the Sites following an document update shall be deemed consent to the revised Terms of Service available from Dire Solutions directly. We urge each visitor to contact Dire Solutions directly for updated copies of our policies regularly and especially prior to providing or updating any Personal Information to our company or on our web sites. These Terms of Service may not be otherwise amended without the written consent of Dire Solutions. These Hosting Terms of Service were last updated on December 20, 2008.

CONTACT DIRE SOLUTIONS

If you would like to communicate with Dire Solutions regarding hosting terms of service or have questions, comments or complaints about this Policy or Site, please forward such communication to: support@diresolutions.com.

OUR MAILING ADDRESS

Dire Solutions
720 Allison St
Lakewood, CO 80214
United States

Please note that Dire Solutions does business only in the State of Colorado.

OUR EMAIL ADDRESSES

Sales Department: Sales@DireSolutions.com
Support Department: Support@DireSolutions.com
Accounting Department: Accounting@DireSolutions.com
Domain Inquiry: Domains@DireSolutions.com

OUR PHONE NUMBERS

Primary Number: 720.384.3305