

# Compare Results

Old File:

**TermsofService.pdf**

6 pages (130 KB)

versus

New File:

**MasterServiceAgreement.pdf**

8 pages (131 KB)

## Total Changes

4

Text only comparison

## Content

- 1 Replacement
- 3 Insertions
- 0 Deletions

## Styling and Annotations

- 0 Styling
- 0 Annotations

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# Master Service Agreement

*(Form. Terms of Service)*

**LAST MODIFIED:** March 8, 2018

Tiggee LLC doing business as DNS Made Easy, (hereafter “DNS Made Easy” or “Tiggee”), provides the service (“SERVICE” or “DNS Made Easy service”) subject to the terms and conditions set forth in this Terms Of Service (hereafter “TOS”) along with the Warranty, Indemnification, and the Legal Disclaimer which is specifically incorporated by reference into this TOS.

## Acceptance of Terms

By using DNS Made Easy products, software, services or web sites, you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time.

## Definition of Terms

“SERVICE” means the DNS Made Easy internet-based web service that provides DNS hosting and other Internet related services that consist of (but are not limited to) DNS Hosting, Dynamic DNS, Monitoring, Web performance Optimization, URL redirection, email services, API, the web based control panel through which individual services are configured and managed, and the support sites through which support is provided.

“CLIENT” means the individual, company, or legal entity that is using or registering to use the Services, including its employees and agents.

“USER” means the individual that creates and/or has access to manage or maintain configurations and services within a DNS Made Easy ACCOUNT.

Every ACCOUNT has a primary USER that is the main point of contact and representative of the CLIENT.

“DNS DOMAIN” an internet domain name to which DNS Made Easy provides DNS services.

“INDIVIDUAL SERVICE” means a single individual service which is a part of the SERVICE.



“ACCOUNT” means the set of INDIVIDUAL SERVICES purchased and configured by a CLIENT.

**ACCEPTANCE OF TERMS:** Every USER must agree to enter into this Agreement before accessing the SERVICE. If an individual enters this Agreement on behalf of a company or other legal entity, such individual represents that he or she has the authority to bind such entity to this Agreement.

**OWNERSHIP & CONTENT:** Tiggee and/or its suppliers wholly own all articles, illustrations, programs, services, processes, designs, software, technologies, trademarks, trade names, inventions, and materials comprising DNS Made Easy.

**PRIVACY POLICY:** The information we obtain through your use of the SERVICE, including your data, is subject to our Privacy Policy, which is specifically incorporated by reference into this TOS.

**CHANGE OF SERVICES:** DNS Made Easy reserves the right to change SERVICE offerings at any time. DNS Made Easy reserves the right to limit an INDIVIDUAL SERVICE that may have been “unlimited” or had higher limits previously. Fees are subject to be increased or decreased by DNS Made Easy from time to time, in its sole and absolute discretion. CLIENT may terminate the service without penalty, following the process set forth in the “Termination of Service” section below, upon notification of any fee increases imposed by DNS Made Easy that is unacceptable to CLIENT. These changes can be caused but not limited to increase in network / support costs that the DNS Made Easy services take to operate.

**TERMINATION OF SERVICE:** The CLIENT may terminate this agreement and rights to use the SERVICE by contacting DNS Made Easy, as set forth in the Payment, Refund and Cancellation Policy. CLIENT request to terminate SERVICE may result in loss of fees paid unless CLIENT terminates service due to lack of Service Availability as set forth in the Service Level Agreement. To cancel an ACCOUNT with DNS Made Easy the ACCOUNT holder must send their request in writing to DNS Made Easy through support ticket and delete all configured services in the DNS Made Easy control panel. Canceling the ACCOUNT or removing an INDIVIDUAL SERVICE or DNS DOMAIN from an ACCOUNT does not remove the financial responsibility of the CLIENT for usage or costs incurred by DNS Made Easy from the prior usage of SERVICE.

Any ACCOUNT that is not in good standing may be subject to SERVICE termination at any time for any reason. An ACCOUNT in good standing is defined as a paid non-trial ACCOUNT with DNS Made Easy and which has no overdue invoices. ACCOUNT found to be using a fraudulent payment method (or methods) or have been accessed from a DNS Made Easy known fraudulent network will be considered an ACCOUNT not in good standing.



If a DNS Domain or Individual Service under an Account is in material Violation of This TOS then the ACCOUNT contact will be notified and be provided a period of time to address the issue. The amount of time provided to CLIENT to address an issue is set by DNS Made Easy on the evaluation of the seriousness of the violation on a case-by-case basis. ACCOUNTs with a TOS violation found to have invalid contact information will be immediately terminated.

If multiple DNS DOMAINS or INDIVIDUAL SERVICES are in material violation of the TOS or the ACCOUNT has a history of TOS violations then the full ACCOUNT may be suspended or terminated upon DNS Made Easy management review. The suspension or termination of a full ACCOUNT is decided on a case-by-case basis and is determined at the sole discretion of DNS Made Easy. If the ACCOUNT has an instance of material TOS violation then an extra administrative fee may be assessed (billed at a minimum of \$150 USD per hour) to the ACCOUNT at the sole discretion of DNS Made Easy.

During any such suspension or termination of the INDIVIDUAL SERVICE or SERVICE the CLIENT shall remain liable for all fees, charges and any other obligations. CLIENT of DNS Made Easy continues to be responsible for all fees, charges, and any other obligations that could continue to accrue during the suspension or termination period.

DNS Made Easy may terminate your account or access rights to all SERVICE for online conduct that DNS Made Easy believes may cause imminent harm to the rights, property or safety of DNS Made Easy, its CLIENTs, USERs, or the public.

If due invoices or services to be billed for an ACCOUNT exceeds ten times annual renewal of the ACCOUNT then payment of invoices or to be billed services will be due within 72 hours. DNS Made Easy may at its sole discretion terminate the full ACCOUNT if the cost of the open invoices or services to be billed exceeds ten times a full year of the ACCOUNT renewal fee.

## **Prohibited Uses of the Service**

This a non-exclusive list of the actions prohibited by DNS Made Easy. Since DNS Made Easy does not pre-screen clients, DNS Made Easy reserves the right to terminate services at its sole and absolute discretion. DNS Made Easy reserves the right to modify this list at any time, effective upon posting. These prohibited activities, action, or uses of the SERVICE are prohibited to help protect DNS Made Easy, DNS Made Easy's CLIENTs and the Internet community in general from irresponsible or, in some cases, illegal activities.

Any ACCOUNT found to be engaged in any of these prohibited uses is in violation of this agreement and is subject to the TERMINATION OF SERVICE statement in this TOS.



- DNS Made Easy will not provide SERVICE to any domain that is used in an IRC service of any type.
- DNS Made Easy reserves the right to decline service to any domain that has a history of being the target of DNS DDoS attacks. Client must request DNS Made Easy approval before being added to DNS Made Easy. Requests for approval may be sent to: [sales@dnsmadeeasy.com](mailto:sales@dnsmadeeasy.com).
- DNS Made Easy strictly prohibits the use of SERVICE by any domain used for Minecraft, copyrighted by Mojang, gaming services or forums. Any domain hosting any type of content related to Minecraft, excluding the aforementioned gaming services or forums, that has ever been the target of a DNS DDoS attack is also strictly prohibited.
- All domains in our system must have correct and lawful WHOIS entries / listings. DNS Made Easy cannot be used to hide your true identity or hide illegal activities.
- If inaccurate CLIENT information is entered in the DNS Made Easy control panel then the ACCOUNT is considered abusive and will be suspended and terminated without refund.
- The sending by CLIENT of any form of Unsolicited Bulk Email (UBE, spam) through DNS Made Easy SERVICE is prohibited. Likewise, posting bulk Usenet articles or the sending of UBE through another service provider advertising a web site, email address or utilizing any resource using the DNS Made Easy SERVICE, is prohibited. DNS Made Easy ACCOUNT or SERVICE may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this TOS or that of the other provider.
- CLIENT or domains of ACCOUNT can never be used for denial of service attacks of any kind.
- Misrepresentation of any service or product including DNS Made Easy SERVICE.
- Actions causing loss or creating service degradation for DNS Made Easy or other DNS Made Easy CLIENTs whether intentional or inadvertent.
- The act of reselling or attempting to resell a DNS Made Easy ACCOUNT. This means that you cannot purchase an account of 50 domains and sell it to 50 different people and give each one the same username and password for the ACCOUNT.
- Multiple ACCOUNTs cannot be created and / or used by a CLIENT to spread traffic for INDIVIDUAL SERVICES across the ACCOUNTs. Usage for a DNS DOMAIN or INDIVIDUAL SERVICE can be counted in any and all ACCOUNTs that have had the DNS DOMAIN or INDIVIDUAL SERVICE in the ACCOUNT for that month. CLIENTs who are found creating multiple ACCOUNTs to circumvent our quota systems will have all of their ACCOUNTs terminated immediately without notice and without refund.
- Attempts to use DNS Made Easy services to gain unauthorized access to other computer systems are prohibited.



**SERVICE LEVEL REQUIREMENTS:** All gambling, betting, pornography, escort, or adult oriented sites are required to be under the current Corporate Membership and must have approval from DNS Made Easy management prior to being created on the DNS Made Easy SERVICE.

**SMTP SERVICE:** The DNS Made Easy SMTP Abuse Policy and Terms of Service is specifically incorporated by reference into this TOS.

**REFUNDS AND CHARGEBACKS:** The DNS Made Easy Refund Policy is specifically incorporated by reference into this TOS. If you ever feel that DNS Made Easy incorrectly charged your credit card you must email [sales@dnsmadeeasy.com](mailto:sales@dnsmadeeasy.com) for a correction. If you choose to contact your credit card company and issue a chargeback without contacting DNS Made Easy, then you will be responsible for a \$55 processing fee invoiced to your ACCOUNT. ACCOUNTs that initiate a chargeback will be immediately suspended.

To reactivate an ACCOUNT suspended due to a chargeback you must reverse the chargeback. Reversing a chargeback is done by contacting your bank or credit card issuer and requesting that the chargeback be reversed. The chargeback reversal process can be a timely one and your account will be suspended until it is completed and we are notified of the reversal (usually through postal mail). An ACCOUNT due to a chargeback cannot be reactivated by making payment using an alternative payment method.

**NETWORK ABUSE / CONDUCT:** DNS Made Easy has the right to terminate any DNS DOMAIN or INDIVIDUAL SERVICE if the network traffic associated with the DNS DOMAIN or INDIVIDUAL SERVICE exceeds acceptable use. The actions of DNS Made Easy are based on the service level of the ACCOUNT that is provisioned and based on the expectation of the account to pay for overages (if overage charges are going to be issued). All domains exceeding 50 queries per second will be investigated. DNS Made Easy reserves the right to make record modifications at anytime to resolve network abuse. If an ACCOUNT consistently receives excessive traffic volume due to network abuse, then your DNS DOMAIN, INDIVIDUAL SERVICE, or ACCOUNT may be subject to termination.

**CUSTOMER CONDUCT:** The CLIENT is solely responsible for the contents of his/her usage of SERVICE. CLIENT use of the SERVICE is subject to all applicable local, state, national, and international laws and regulations. The CLIENT agrees

1. to comply with US and International law regarding the transmission of technical data exported from the United States through the SERVICE;
2. not to use the SERVICE for illegal purposes;
3. not to interfere with or disrupt networks connected to the SERVICE;
4. to ensure that their use of the SERVICE complies with this TOS;



## Miscellaneous

**SUPPORT OF SERVICE:** DNS Made Easy will provide excellent customer service support for the DNS Made Easy SERVICE as defined in our Support Policy which is specifically incorporated by reference into this TOS.

**CUSTOMER COMPLAINT:** All formal complaints must be in accordance to our Complaints Policy which is specifically incorporated by reference into this TOS.

**SEVERABILITY:** The titles and heading of this agreement are for ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this TOS shall be construed for all purposes to be a separate and independent covenant or agreement. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

**REVISIONS EFFECTIVE UPON POSTING:** All revisions to this Agreement and additional policies shall be effective immediately upon posting of such revisions to DNS Made Easy's website. It is the user's responsibility to check the Policies website page regularly for changes to this Agreement or additional policies. For your convenience, a "last modified on" date will be at the top of this document.

**CONTINUED USE CONSTITUTES ACCEPTANCE OF REVISED TERMS:** By continuing to use Services after the effective date of any revisions to this Agreement or additional policies, the user agrees to be bound by the revised Agreement or additional policies.

## Warranty, Indemnification, and Legal Disclaimer

**ACCEPTANCE OF TERMS:** Users/registrants of DNS Made Easy Service or DNS registration through DNS Made Easy accept the terms of this Disclaimer. DNS Made Easy reserves the right to modify this Disclaimer at any time without notification to the user.

**RIGHT TO DENY OR ACCEPT USERS/REGISTRANTS:** DNS Made Easy reserves the right to accept or deny any individual or group registration of DNS Made Easy service without explanation or cause. DNS Made Easy reserves the right to accept or deny any individual or group the use of DNS Made Easy services if there is a chance that their actions may negatively impact other DNS Made Easy users. DNS Made Easy does not need to provide proof or reason of such denial of services to the group or organization.



**WARRANTY: DNS MADE EASY IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

DNS Made Easy is a DNS service provided by TIGGEE LLC. All individuals associated with Tiggee LLC and all contributors to the DNS Made Easy service do not warrant or assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed on this website as well as websites registered with DNS Made Easy.

**WITHOUT LIMITATION:** DNS Made Easy does not warrant or review the accuracy of any DNS or other information related to the DNS Made Easy service or website.

**WITHOUT LIMITATION:** DNS Made Easy does not warrant any merchandise, opinions, or actions which are represented on DNS Made Easy’s website, link(s), button(s), or banner(s).

**WITHOUT LIMITATION:** DNS Made Easy does not warrant any merchandise, opinions, or actions which are represented by users/registrants of DNS Made Easy’s service, website, link(s), button(s), or banner(s).

#### **ALL SALES FOR SERVICES / MERCHANDISE ARE FINAL**

DNS Made Easy / Tiggee LLC will not issue a refund of any kind. Once you have posted your transaction you have agreed to pay for the services / merchandise offered and accept the services / merchandise as is.

**INDEMNITY AND DISCLAIMER OF LIABILITY:** You agree that access to and use of DNS Made Easy is at your own risk and neither DNS Made Easy, nor its principals, nor its vendor domain name Registrars, if any, shall be liable for any claims, liabilities, losses, damages, costs or expenses of any kind arising from or related to either your use of DNS Made Easy or any action or omission of DNS Made Easy in providing the DNS Made Easy service including but not limited to, your access to DNS Made Easy’s services, vendor domain name Registrars, if any, through DNS Made Easy’s web site text, link(s), button(s) or banner(s). You further agree to indemnify and hold DNS Made Easy and its principals harmless from and with respect to any and all claims, liabilities, losses, damages, costs and expenses, joint or several, under statute, common law or otherwise, arising out of, based upon or in connection with access, use, inability to use or misuse of the Service.





If DNS Made Easy is sued or threatened with a lawsuit from a third party because of your use of our services, ACCOUNT agrees to reimburse DNS Made Easy for our costs to satisfy a judgment or settle a lawsuit. ACCOUNT is also liable to pay DNS Made Easy attorney fees and any and all costs associated with a lawsuit arising from your use of the service. Users/registrants of DNS Made Easy must indemnify DNS Made Easy of any and all liability for claims made against the zones for which the DNS service is providing name service.

By using this service, users/registrants are claiming to DNS Made Easy that they (1) own the zones that they are registering, (2) use resources that they have the right to use in this manner (for example, IP address space), (3) not using resources that they do not have the right to use, (4) not violate any applicable laws and that if such violations occur, these violations are the sole responsibility of the registrant and not DNS Made Easy.

**DISPUTE RESOLUTION AND GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the City of Reston, and to the extent such courts have jurisdiction, by the State of Virginia or the United States District Courts located in Fairfax. The parties hereby agree that the appropriate forum for any disputes arising out of this Agreement or the transactions contemplated hereby shall be the city courts of Reston, the state courts of the State of Virginia, and the United States District Courts located in Virginia, and the parties hereby irrevocably consent to the exclusive and personal jurisdiction of such courts. All legal costs and costs for time lost (amount to be determined by DNS Made Easy) will be assumed by party claiming dispute with DNS Made Easy.

**ACCEPTANCE OF TERMS:** I have fully read and understand the terms of this Agreement. I have read, understood, and accepted the Master Service Agreement. All users must fully accept the terms of this Disclaimer agreed to by creating an account with DNS Made Easy.