

# Master Service Agreement

(Form. Terms of Service)

**LAST MODIFIED:** March 6, 2018

Tiggee LLC doing business as Constellix, (hereafter “Constellix” or “Tiggee”), provides the services (“SERVICE” or “CONSTELLIX 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 Constellix 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 Constellix internet-based service that provides DNS hosting and other Internet related services that consist of (but are not limited to) geographical-based DNS resolution, server monitoring, client web service performance optimization, URL redirection, and REST-base API access; configured and managed through our web-based GUI and supported through our support websites through which technical support is provided.

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

“**USER**” means the individual(s) that create and/or have access to manage or maintain configurations and services within a Constellix 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 Constellix provides DNS services.

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

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

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

**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 Agreement.

**CHANGE OF SERVICES:** Constellix reserves the right to change SERVICE offerings at any time. Constellix 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 Constellix 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 Constellix that is unacceptable to CLIENT. These changes can be caused but not limited to increase in network / support costs that the Constellix services take to operate.

**TERMINATION OF SERVICE:** The CLIENT may terminate this agreement and rights to use the SERVICE by contacting Constellix, 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 Constellix the ACCOUNT holder must send their request in writing to Constellix through support ticket and delete all configured services in the Constellix 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 Constellix 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 Constellix and which has no overdue invoices. ACCOUNT found to be using a fraudulent payment method (or methods) or have been accessed from a Constellix 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 Constellix 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 Constellix 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 Constellix. 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 Constellix.

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 Constellix continues to be responsible for all fees, charges, and any other obligations that could continue to accrue during the suspension or termination period.

Constellix may terminate your account or access rights to all SERVICE for online conduct that Constellix believes may cause imminent harm to the rights, property or safety of Constellix, 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. Constellix 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 Constellix. Constellix 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 Constellix, Constellix'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 Agreement.

- Constellix will not provide SERVICE to any domain that is used in an IRC service of any type.
- Constellix reserves the right to decline service to any domain that has a history of being the target of DNS DDoS attacks. Client must request Constellix approval before being added to Constellix. Requests for approval may be sent to: [support@constellix.com](mailto:support@constellix.com).
- Constellix 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. Constellix cannot be used to hide your true identity or hide illegal activities.
- If inaccurate CLIENT information is entered in the Constellix 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 Constellix 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 Constellix SERVICE, is prohibited. Constellix 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 Constellix SERVICE.
- Actions causing loss or creating service degradation for Constellix or other Constellix CLIENTs whether intentional or inadvertent.
- The act of reselling or attempting to resell a Constellix 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 Constellix services to gain unauthorized access to other computer systems are prohibited.

**SERVICE LEVEL REQUIREMENTS AND USAGE:** All DNS DOMAINS hosting gambling, betting, pornography, escort, or adult oriented content are required to be subscribed to the highest paid tier of technical support offered by Constellix.

**ACCOUNT TRANSFERS:**

In the event a DNS DOMAIN or INDIVIDUAL SERVICE is transferred between ACCOUNTs usage for a DNS DOMAIN or INDIVIDUAL SERVICE can be billing in any and all ACCOUNTs that have had the DNS DOMAIN or INDIVIDUAL SERVICE in the ACCOUNT for that billing period.

**REFUNDS AND CHARGEBACKS:** The Constellix Refund Policy is specifically incorporated by reference into this TOS Agreement. If the CLIENT feels they were incorrectly charged for Constellix SERVICE, the CLIENT agrees to contact Constellix at [support@constellix.com](mailto:support@constellix.com) for a correction. If you choose to contact your credit card company and issue a chargeback without contacting Constellix, 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:** Constellix 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 Constellix 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. Constellix 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:** Constellix will provide excellent technical support for any CLIENT of the Constellix SERVICE as defined in our Support Policy which is specifically incorporated by reference into this TOS Agreement.

**SPONSORED ACCOUNTS:** To apply for a sponsored account, please contact the Constellix sales team at [sales@constellix.com](mailto:sales@constellix.com). In order to receive free services as a sponsored account, the client must clearly display the provided Constellix logo on their website with a link to <https://constellix.com>. Clients in violation of this policy will lose their sponsored account status and will be responsible for the services used during the billing cycle of the violation.

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

**SEVERABILITY:** The titles and headings of this TOS 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 TOS 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 TOS 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 Constellix'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

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

**WARRANTY: CONSTELLIX IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Constellix is a DNS service provided by TIGGEE LLC. All individuals associated with Tiggee LLC and all contributors to the Constellix 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 Constellix.

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

**WITHOUT LIMITATION**, Constellix does not warrant any merchandise, opinions, or actions which are represented on Constellix, link(s), button(s), or banner(s).

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

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

Constellix / 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 Constellix is at your own risk and neither Constellix, 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 Constellix or any action or omission of Constellix in providing the Constellix service including but not limited to, your access to Constellix's services, vendor domain name Registrars, if any, through Constellix's website text, link(s), button(s) or banner(s). You further agree to indemnify and hold Constellix 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 Constellix is sued or threatened with a lawsuit from a third party because of your use of our services, ACCOUNT agrees to reimburse Constellix for our costs to satisfy a judgment or settle a lawsuit. ACCOUNT is also liable to pay Constellix attorney fees and any and all costs associated with a lawsuit arising from your use of the service.

Users/registrants of Constellix must indemnify Constellix 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 Constellix 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 Constellix.



**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 Constellix) will be assumed by party claiming dispute with Constellix.

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