

## Terms and Conditions for GoldClubHost

### Introduction

Welcome to GoldClubHost! These Terms and Conditions govern your use of our web hosting services, including any associated software, updates, and any websites operated by GoldClubHost (collectively, the "Services"). By using our Services, you agree to these Terms and Conditions in full. If you disagree with any part of these terms, you must not use our Services.

### Eligibility

To use our Services, you must be at least 18 years of age, or the age of majority in your jurisdiction, and possess the legal authority to enter into this agreement.

### Account Registration

You may be required to create an account to use some parts of our Services. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

### Use of Services

**Acceptable Use Policy:** You agree to use our Services only for lawful purposes and in accordance with our Acceptable Use Policy, which prohibits activities including but not limited to spamming, hacking, and distributing malware.

**Content Ownership:** You retain all rights to the content you upload to our servers, but you grant us a license to host, copy, and distribute your content as necessary to provide the Services.

**Backup:** While we perform regular backups, you are responsible for maintaining your own backup of your data.

### Payment and Renewal

**Fees:** You agree to pay all fees associated with the Services you subscribe to, as detailed in your account or order form.

**Renewal:** Services are automatically renewed unless you notify us of your intention to cancel in accordance with our cancellation policy.

### Cancellation and Termination

**By You:** You may cancel your Services at any time through your account management page.

**By Us:** We may suspend or terminate your access to the Services if you violate these Terms and Conditions, our Acceptable Use Policy, or if payment is not made.

### Disclaimer of Warranties

The Services are provided "as is" and "as available" without any warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### Limitation of Liability

GoldClubHost shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the Services.

## DMCA and Copyright Policy

GoldClubHost is a web hosting service that provides links to content hosted elsewhere on the internet and does not host any content directly on its own servers. As such, GoldClubHost acts as a facilitator of access to content that is already available on the web, rather than a content provider.

Despite this, GoldClubHost is committed to respecting copyright laws and expects its users to do the same. If you believe that content accessible through links provided by GoldClubHost infringes upon your copyright, you are encouraged to notify us in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws. Please note that while GoldClubHost is not governed by U.S. law, we voluntarily adhere to the principles outlined in the DMCA to address copyright infringement claims for content linked through our service.

To file a copyright infringement notification with GoldClubHost, you must provide a written communication that includes substantially the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please direct your copyright infringement notifications and any inquiries to [dmca@goldclubhosting.xyz](mailto:dmca@goldclubhosting.xyz).

Please be advised that GoldClubHost is only able to take action on links that are shown to infringe copyright laws. Since we do not host content, our ability to remove content is limited to disabling access to links found to infringe upon copyright laws.

## Changes to Terms

GoldClubHost reserves the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Services after those revisions become effective, you agree to be bound by the revised terms.

#### Governing Law

These Terms shall be governed and construed in accordance with the laws of Canada, without regard to its conflict of law provisions.