Ubiquitous Networks Terms of Service ("Agreement")

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using www.ubiquitousnetworks.net ("the Site") operated by Ubiquitous Networks LLC., ("us", "we", or "our"). This Agreement sets forth the legally binding terms and conditions for your use of the Site at www.ubiquitousnetworks.net.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ubiquitous Networks without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

NO WARRANTIES OF ANY KIND (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE GIVEN WITH THE RESPECT TO THE PROPRIETY INFORMATION DISCLOSED OR USED UNDER THIS AGREEMENT, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER DAMAGES ARISING OUT OF OR CAUSED BY DEFECTS OR DEFICIENCIES IN THE PROPRIETARY INFORMATION OF EITHER PARTY, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

Intellectual Property
The Site and its original content, images, graphic, images, videos, features and functionality are owned by Ubiquitous Networks and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Permission to Host Your Content
Upon receiving your payment for our services we will set up your account. In addition, you will need to provide us an email that is active that we will be able to reach you at all times typically an email address that is not @ the domain(s) you’ve signed up for, this will be our main form of contact in the event that you may have violate an abuse clause and/or any part of this agreement. If we feel that you have failed to meet this requirement, the order may be considered fraudulent in nature and could be potentially denied.

Transfers
We do provide the transferring of any website as a courtesy service but we cannot make any guarantee that during the transfer process we will be able to move your site. Our service department will make an effort to move your site to our hosting platform but the amount of time can vary immensely depending on how the site was previously configured. We always strive to make this a seamless process and try to avoid any interruption to existing sites but in some cases we may be unable to assist you in a transfer of data from an old host.

Acceptable Use/Illegal Activity
Ubiquitous Networks strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for:
• Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited.
• Hosting of files or other data that infringes on another’s copyright or other intellectual property rights.
• Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort.
• Uploading or linking to any content that violates another’s right of publicity or privacy.
• Distributing hate speech, or any other content that is obscene, abusing, this could be considered libelous and defamatory.
• Hosting, storing, or distributing child pornography. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified.
• Child pornography, bestiality, hate speech, scam sites, phishing sites and any other material which is considered to be illegal in Canada is strictly prohibited.
• Hosting, storing, or distributing pornographic material. This includes sites that may provide links to adult content elsewhere. In addition, our servers and services may not be used for the propagation, distribution, housing, processing, storing or otherwise handling in any way lewd, obscene, or satanic materials.
• Content Delivery Network (CDN) streaming on Ubiquitous Networks servers or network.

Payment

Upon creating an account with Ubiquitous Networks you agree to make all appropriate payments for the services received, in advance of the time period during duration in which such services are provided. Moreover, unless you notify Ubiquitous Networks that you would like to cancel all or any of the services rendered, all services will be billed on an ongoing basis.

In addition, as a client of Ubiquitous Networks you take full responsibility to make sure that our payment information is always up to date and that all invoices are paid on time. If any invoice is placed into an overdue status it will result in a minimum late fee of 15% and/or potential suspension until account balance has been paid in full.

Cancellations

As a customer of Ubiquitous Networks you are allowed to cancel your account at any time by reaching out to our billing department which can be found in the contact us portion of our privacy policy and/or website. Moreover, Ubiquitous Networks may terminate your access to the Site, for any reason, including but not limited to, a breach of this Agreement or without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Money Back Guarantee

Ubiquitous Networks does offer a sixty (60) day money-back guarantee when a purchased is made to use our services and/or products but cancellation must be made within sixty (60) days of sign up. Moreover, if Customer makes a request one shall receive a full refund of all hosting fees. All refunds and requests for refunds must be made to our Billing department. In addition refunds made within our sixty (60) day
money-back guarantee will not include setup fees, domain registration fees, or any fees for additional services that are purchased within the first sixty (60) days.

Links To Other Sites
Our Site may contain links to third-party sites that are not owned or controlled by Ubiquitous Networks. Ubiquitous Networks has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

Governing Law
This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of the United States and Michigan without giving effect to any principles of conflicts of law.

Changes To This Agreement
We reserve the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Service.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

If you have any questions about this Agreement, please contact us.
Website:  www.ubiquitousnetworks.net
Email:  admin@ubiquitousnetworks.net

Arbitration
For any disputes or discrepancies you may have with Ubiquitous Networks, you agree to first contact us and attempt to resolve the dispute with us informally. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the Indian Council of Arbitration. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitrator shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copy no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders
in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

Copyright and trademark notices

All contents of the www.ubiquitousnetworks.net website are Copyright © 2014 Ubiquitous Networks and/or its suppliers, affiliates and partners. All rights reserved.

Disclaimer: The images, products, services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied and shall remain under Ubiquitous Networks possession unless agreed upon by Ubiquitous Networks and user/client.

UBIQUITOUS NETWORKS SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Ubiquitous Networks takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our images, products or services. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

Trademarks

Ubiquitous Networks™ and www.ubiquitousnetworks.net™ is registered trademark of Ubiquitous Networks Services. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

No Waiver.

No waiver of any term of these Terms shall be deemed a further continuing waiver of such term or any term, and Ubiquitous Networks' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

Notices and procedure for making claims of copyright infringement

Pursuant notifications of claimed copyright infringements should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE ABOVE PROCEDURE WILL RECEIVE NORESPOUSE.

This Agreement was last modified on December 07, 2014.
Ubiquitous Networks Privacy Policy

We, Ubiquitous Networks LLC., know that protecting your private information is our priority. This Statement of Privacy applies to the www.ubiquitousnetworks.net and Ubiquitous Networks and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Ubiquitous Networks include www.ubiquitousnetworks.net. By using the Ubiquitous Networks website, you consent to the data practices described in this statement.

Collection of your Personal Information

Ubiquitous Networks may collect personally identifiable information such as your name. If you purchase Ubiquitous Networks’ products and services, we collect billing and credit card information. This information is used to complete the purchase transaction. Ubiquitous Networks may also collect anonymous demographic information, which is not unique to you, such as your age, gender, household income, political affiliation, race and religion. We may gather additional personal or non-personal information in the future.

Information about your computer hardware and software may be automatically collected by Ubiquitous Networks. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Ubiquitous Networks website.

Data in our Logs. When you use Ubiquitous Networks or go to a webpage or use an app that has Ubiquitous Networks features (like our “Share It” button), our system automatically records that information (“data in our logs”) including information that your internet browser sends whenever you search a website or your mobile application sends when you’re using it going to and from different applications. The data in our logs may also include your IP address, the address of the most recent web pages you’ve visited that had Ubiquitous Networks features, browser type and settings, the date and time of your request, how you used Ubiquitous Networks, and cookie data.

Ubiquitous Networks encourages you to review the privacy statements of the websites you choose to link to from Ubiquitous Networks is not responsible for the privacy statements of other content on websites outside of the Ubiquitous Networks website.

Use of your Personal Information

Ubiquitous Networks collects and uses your personal information to operate its website(s) and deliver the services you have requested.

Ubiquitous Networks may also use your personally identifiable information to inform you of other products or services from Ubiquitous Networks and its affiliates, Ubiquitous Networks may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Ubiquitous Networks does not sell, rent, lease its customer lists to third parties. Ubiquitous Networks may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are
prohibited from using your personal information except to provide these services Ubiquitous Networks, and they are required to maintain confidentiality of your information.

Ubiquitous Networks may keep track of the websites and pages our users visit within Ubiquitous Networks, in order to determine what Ubiquitous Networks services are the most popular. This data is used to deliver customized content and advertising within Ubiquitous Networks to customers whose behavior indicates that they are interested in particular subject area.

Ubiquitous Networks will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conformed to the edicts of the law or comply with legal process served on Ubiquitous Networks or the site; (b) protect and defend the rights or property of Ubiquitous Networks; and (c) act under exigent circumstances to protect the personal safety of users of Ubiquitous Networks, or the public.

Use of Cookies
The Ubiquitous Networks website may use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or to deliver viruses to your computer. Cookies are uniquely assigned to you, and only be read by a web server in the domain that used the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Ubiquitous Networks pages, or register with Ubiquitous Networks site or services, or cookie helps Ubiquitous Networks to recall your specific information on subsequent visits, this simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Ubiquitous Networks website, the information you previously provided can be retrieved, so you can easily use the Ubiquitous Networks features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Ubiquitous Networks services or websites you visit.

Children Under Thirteen
Ubiquitous Networks does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website.

CAN SPAM Act
The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:
- Send information; respond to inquiries, and/or other requests or questions.
- Process orders and to send information and updates pertaining to orders
- We may also send you additional information related to your product and/or service.
- Market to or continue to send emails to clients after the original transaction has occurred
To be in accordance with CANSPAM we agree to the following:
• NOT use false or misleading subjects or email addresses
• Identify the message as an advertisement in some reasonable way
• Include the physical address of our business or site headquarters
• Monitor third party email marketing services for compliance, if one is used.
• Honor opt-out/unsubscribe requests quickly
• Allow users to unsubscribe by using the link at the bottom of each email

Fair Information Practices
The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify the users via email
• Within 7 business days
We will notify the users via in site notification
• Within 7 business days

We also agree to the individual redress principle, which requires that individuals have a right to pursue legally enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only those individuals have enforceable rights against data users, but also that individuals have recourse to courts or a government agency to investigate and/or prosecute non-compliance by data processors.

Opt-Out & Unsubscribe
We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from Ubiquitous Networks by contacting us here:

Website:  www.ubiquitousnetworks.net

Changes to this Statement
Ubiquitous Networks will occasionally update this Statement of Privacy to reflect company and customer feedback. Ubiquitous Networks encourages you to periodically review this Statement to be informed of how Ubiquitous Networks is protecting your information.

Contact Information
Ubiquitous Networks welcomes your questions or comments regarding this Statement of Privacy. If you believe that Ubiquitous Networks has not adhered to this Statement, please contact us at:

Customer Support: +1 (844) UBI-NET-1

Effective as of April 1, 2016