

# Yatsu Hosting Documents

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*Last Updated: 2025-03-25*

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## Terms of Service (TOS) – Yatsu Hosting

### 1. Introduction

By purchasing or using any services provided by **Yatsu Hosting** ("we," "us," "our"), you ("the Customer" or "User") agree to be bound by these Terms of Service ("TOS"). These TOS govern your use of our services and set forth the rights and obligations of both parties. If you do not agree with any part of these terms, you must not use our services.

### 2. Services and Modifications

Yatsu Hosting reserves the right to modify, suspend, or discontinue any part of its services at any time without prior notice. We may, at our sole discretion, update these TOS. Continued use of our services after any such changes constitutes your acceptance of the updated terms.

### 3. Service Suspension & Termination

#### 3.1 Right to Suspend or Terminate

We reserve the right, at our sole discretion and without liability, to suspend, restrict, or terminate any service, account, or access if we determine, in our sole judgment, that your use of our services is abusive or in violation of these TOS. This includes, but is not limited to, the following circumstances:

- **Excessive Resource Usage:** If your usage adversely affects the performance or availability of our network or other users' services.
- **Illegal Activities:** Any activity that violates applicable Canadian laws, including fraud, hacking, or distribution of prohibited content.
- **Infrastructure Abuse:** Attempts to bypass, circumvent, or exceed resource allocations (e.g., CPU, memory, disk), or repeated service disruptions.
- **Network Abuse:** Engaging in or facilitating activities that threaten the stability of our services.
- **Policy Violations:** Breach of our Acceptable Use Policy (Section 4) or any other guidelines provided by Yatsu Hosting.

## 3.2 Warning and Grace Periods

- **Warning Period (3 Days):** For non-emergency situations, we will send a written warning via email ([support@mail.yatsu.net](mailto:support@mail.yatsu.net)) and/or support ticket. You will have 3 days from the date of the warning to remedy the issue.
- **Grace Period (7 Days):** If the issue is not rectified within the warning period, your service may be suspended. You will then have an additional 7-day grace period to resolve the issue before full termination.
- **Immediate Suspension:** In cases of severe abuse—such as activities that pose significant legal, security, or operational risks—we may suspend your service immediately without notice.
- **No Obligation to Reopen:** Even if you correct the issue, Yatsu Hosting retains the discretion to permanently terminate the service if we determine that the risk of future abuse remains.

## 3.3 Refund Policy

Refunds, if any, will be granted solely at our discretion. If your service is suspended or terminated due to confirmed abuse, no refund will be issued. If you contest the termination and believe a refund is warranted, you may contact us at [support@mail.yatsu.net](mailto:support@mail.yatsu.net); however, any decision regarding refunds is final and non-negotiable.

## 4. Acceptable Use Policy (AUP)

Users agree to comply with our Acceptable Use Policy, ensuring that services are used lawfully and responsibly. Prohibited activities include, but are not limited to:

- **Hosting or distributing** malware, phishing schemes, or any content that infringes on intellectual property rights.
- **Resource Misuse:** Running applications that continually exceed your allocated resource limits.
- **Unauthorized Access:** Attempting to gain unauthorized access to our services, systems, or data.
- **Violation of Canadian Law:** Any use that violates applicable federal or provincial laws.

Failure to comply with the AUP may result in suspension or termination of your services as described in Section 3.

## 5. Liability, Disclaimer, and Indemnification

- **Disclaimer of Warranties:** Our services are provided "as-is" without any warranty—express, implied, statutory, or otherwise. We do not guarantee uninterrupted or error-free service.
- **Limitation of Liability:** Yatsu Hosting shall not be liable for any direct, indirect, incidental, special, or consequential damages, including loss of data, revenue, or profits, arising from your use or inability to use our services.

- **Indemnification:** You agree to indemnify, defend, and hold harmless Yatsu Hosting, its affiliates, officers, agents, and employees from any claim, liability, damage, or expense arising from your use of our services or breach of these TOS.
- **Force Majeure:** Yatsu Hosting shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, governmental actions, or network failures.

## 6. Governing Law and Dispute Resolution

- **Governing Law:** These TOS shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of laws principles.
- **Dispute Resolution:** Any disputes arising under these TOS shall be resolved through binding arbitration in accordance with the rules of a recognized arbitration organization in Canada. Claims must be filed within one year of the incident giving rise to the dispute.

## 7. Miscellaneous

- **No Waiver:** Failure to enforce any provision of these TOS shall not constitute a waiver of future enforcement.
- **Severability:** If any provision of these TOS is held to be unenforceable, the remaining provisions will continue in full force and effect.
- **Entire Agreement:** These TOS, together with any policies referenced herein, constitute the entire agreement between you and Yatsu Hosting regarding your use of our services.

## 8. Contact Information

For any questions regarding these Terms of Service, please contact us at:

**Email:** [support@mail.yatsu.net](mailto:support@mail.yatsu.net)

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