



## Terms of Service

*Last Updated: JULY 3, 2022*

### INTRODUCTION AND DEFINITIONS

We tried to make the layout of this agreement as simple as possible for users of all ages. If you have any questions, please contact us and we'll be more than happy to provide further information regarding these Terms.

### 1. YOUR ACCOUNT

- a. Account details **MUST** be correct, accurate and up-to-date, as required by law. We are legally required to cease provision of any services where account details are missing or false.
- b. Only one clientarea/billing account is permitted per person. In order to register on our site, you are required to have a valid and unique email address.
- c. You may not use, or allow any individual to use, an account that is not in their name. Any person that would like to have client area access should have their own account **OR** be added as a contact.
- d. When ordering a server, or any other service from VexyHost, you are only renting the server. All services remain the property of VexyHost.
- e. VexyHost will have your consent to receive newsletter mailings, promotions or informational mailings about the status of your account and services.
- f. VexyHost utilizes FraudRecord to screen new orders for previous fraudulent activity and report existing clients who violate our Terms of Service. In case of a violation, you may be reported to FraudRecord for misbehaviour using one-way hashed information.

### 2. PAYMENTS

- a. Services ordered from VexyHost will not be activated until payment has been received, and verified to not be fraudulent. In most cases, payment verification is automatic, but may require manual review in rare circumstances (when order is held for manual approval).
- b. VexyHost cannot guarantee that all promotions and promo codes will remain operational at all times.
- c. Invoices are generated 10 days before the due date, and should be paid several days before the due date. Services renew on the due date, regardless of the payment date.

d. Failure to make a payment before the due date will result in the service being suspended, and 7 days later terminated. In order to reactivate your service, you must make an invoice payment before 00:00 UTC.

e. Failure to make a payment within 7 days after an invoice is due, will result in complete termination of that service. Once a service is terminated, it may not be re-activated, and data cannot be recovered as it has been permanently wiped.

f. An overdue payment will have a late fee of 10% added to the invoice, but no lower than 0.25 of the account currency. Late fees help cover additional costs associated with receiving a late payment.

g. An overpayment (more than one payment made for the same invoice) will be automatically credited to your account. We cannot guarantee, or agree to be held liable for the refund of overpayments.

h. We have an immediate setup guarantee, but in case of held payments or delays in verifying the payment due to the payment method the customer uses there may be a delay of 24 to 48hs. You agree not to open a dispute or refund until 24 or 48hs after sending the payment.

i. For payment disputes, claims and chargebacks, please see: 4. Cancellations & Disputes, Section C.

### 3. REFUNDS

a. If your account is terminated due to a violation of these terms, a refund will not be provided.

#### Game Hosting

a. All Game server hosting packages are eligible for a refund, within 7 days of payment for the server. Only the first payment for the server in question is covered by this guarantee.

b. Any refunds for services older than 7 days must be manually requested and will be issued at our sole discretion. Problems can typically be resolved by contacting customer support.

c. Refunds cannot be requested without probable cause, and VexyHost has the right to decline a refund at their sole discretion.

#### Web Hosting

a. All website hosting packages are eligible for a refund, within 7 days of payment for the service. Only the first payment for the web hosting account in question is covered by this guarantee.

b. Refunds are only provided for this service if you experience an issue which cannot be resolved by VexyHost staff.

## Dedicated Servers, VPS & Add-Ons

a. Under all circumstances, refunds will not be provided for: dedicated servers, VPS, add-ons and domains. Often, this is a result of the involvement of third parties and higher administrative costs.

## 4. CANCELLATIONS & DISPUTES

a. In order to cancel your services, you must issue a cancellation request within our billing area at <https://billing.vexyhost.com>

b. You must manually cancel any active PayPal subscriptions that were created when ordering your service. We do not have access to deduct funds from your PayPal account, and will not be held responsible for automated payments made via a subscription.

c. We recommend that you contact us before opening a PayPal dispute. Issues can often be resolved quickly, and a refund can be provided if you have probable cause. Should a PayPal dispute be opened, we reserve the right to suspend or terminate your service without warning.

## 5. SERVERS AVAILABILITY

a. We make reasonable efforts to ensure services are available 24 hours a day, 7 days a week for as long as you have paid for them. Sometimes, however, for a number of reasons, services may be unavailable to you. You recognize and acknowledge that on occasion, an event will occur causing services will be unavailable. We make no representation or warranty that our services will be uninterrupted.

b. Our 100% guarantee implies that a customer will be compensated when his/her service is unavailable or interrupted. The value of the agreed compensation is provided in the form of credits, or additional days or months which are added to a service.

c. VexyHost agrees to be transparent about service availability, and will provide detailed and accurate incident reports in the event of a service failure.

## 6. USAGE

a. Servers may only be used for the services they were intended and you may not install or use unauthorized third party programs. We do not provide technical assistance, and will not be held responsible, for any third party software uploaded to our services. Unauthorized usage, such as attempting to access or interfere with other clients data, will result in immediate termination of your services without prior warning.

b. You may not purposely bypass any limits or restrictions that your service is provisioned with, such as user slots, RAM limits, or CPU restrictions. Attempting to modify or bypass any usage restrictions will result in suspension of your services.

c. In the event your usage exceeds any limits existing on your service, the process exceeding these limits may be automatically disabled without notice. This may occur due to improper usage, such as a crashed or hanging server process.

d. Your usage must be reasonable and should not place excessive burdens on our hardware or available resources. You may not interfere with the services we provide to other customers. In rare situations, we may place restrictions on your services in the event that your usage interferes with the services provided to other customers (for example, disk space limits).

e. While we offer instant database creation from our Pterodactyl panel, you need to understand that our databases are provided as a free service. Because of this we do not hold any liability for MySQL data loss or corruption. By using a database provided by VexyHost, you understand that we reserve the sole right to terminate it if we deem it necessary. Additionally, our MySQL service is not to be used for personal use, this is not limited to but includes the usage of MySQL for private websites, and other non-server uses.

f. While using VexyHost services, the customer may not under any circumstances:

- Disclose or transmit illegal, abusive, defamatory, racist, offensive, or any other type of information susceptible to objection, whether by means of photographs, texts, advertising banners or links to external pages.
- Publish, transmit, reproduce, distribute or exploit any information or software containing viruses or any other harmful component.
- Software or other material that is not original (pirated), infringe intellectual property rights, publish or provide material or resources on hacking, cracking.
- Install any Online Casino platform or auction sites either for public or personal use.

To report a service or domain that is being used for illegal purposes or that violates our terms of service you can report it at [support@vexyhost.com](mailto:support@vexyhost.com). Action on complaints or reports received will be subject to the evaluation and sole discretion of VexyHost.

## 7. LEGAL OBLIGATIONS

a. VexyHost under no circumstances, shall be held liable for any data loss, disruption of information, or distribution of information including but not limited to that of unauthorized access to our server systems or any other loss of data.

b. We will not be liable for delays or failure in performance caused by acts of God, war, terrorism, strike, labor dispute, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar, beyond our control.

c. VexyHost shall not be held liable for any disruption, delay, or disconnection of services for any period of time and is not responsible for any actions taken place in or on our servers themselves.

d. We reserve the right to restrict, alter, or modify fees, benefits, rules, regulations, special offers, membership terms and conditions or terminate services at any time and without notice.

e. The sole role of VexyHost is to provide server connectivity.

## 8. UNLIMITED FACTORS

a. In the best interest of our subscribers, VexyHost does not put a hard limit on the amount of players that may connect to the server, the amount of disk space a server may use, nor the amount of bandwidth a server may use.

b. All services are still subjected to software limitations and physical hardware limits.

c. For Minecraft and game servers, we do not limit CPU usage, however if unusual usage is detected (Such as from a malicious plugin or bad configuration), we will contact you and work with you to lower your CPU usage. If your server sustains more than 800% CPU for a sustained time and nothing is done to lower this, your server will be suspended until you are able to lower it to prevent this affecting other customers. This issue is very rare though and generally unlikely as long as your server is set up correctly.

d. For Minecraft servers, unlimited storage only applies to the game server world data, plugins and essential game files. Additional data such logs, backups and files generated by third party plugins is not eligible for unlimited storage. MySQL server storage is unmetered, and is recommended for third party plugin usage.

e. Excessive dynmaps, logs and backups may be deleted if they take up a considerable amount of storage which can potentially cause issues on the node.

f. All Minecraft server storage usage is a subject to "fair use."

## 9. SUPPORT

a. Any support requests required for products from VexyHost shall be submitted through ticket, email or or live chat. Any other form of contact other than the predetermined ticket system is not guaranteed a proper answer from an official representative and may be ineffective.

b. Support is only provided through these methods due to the ability to log support requests for security purposes.

## 10. THREATS

a. Using of the VexyHost services to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property (online or not) is strictly prohibited.

b. Harassment using the VexyHost services to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another is not allowed and will be punished by law.

c. Harassment of staff is taken as seriously, and legal action may be taken following termination of any active service(s).

## 11. AFFILIATE PROGRAM

a. Activating your affiliate account and sharing your affiliate link requires you to have a clear and conspicuous disclosure of your relationship with VexyHost.

b. Withdrawals from the affiliate program can only be done via credits made to your VexyHost account.

c. External withdrawals such as via PayPal are not permitted unless we explicitly allow it for your account.

d. Advertising your affiliate link is only permitted on websites that require registration and clearly state who posted the affiliate link. (Twitter, Instagram, Facebook, forums, blogs, etc)

e. Any promotional website that provides reviews, coupons, discounts are strictly prohibited.

f. There will be no commission earned from dedicated server orders.

g. When posting your affiliate link, it must be fully visible and you may not use any redirects or URL shortening services to mask your affiliate link.

h. At any point, your account can be investigated that all of the affiliate program terms are followed. Failure to follow any of these terms may result in an inability to withdraw your affiliate account balance, affiliate account balance nullification and or account closure.

## 12. CONTACT

If you have any questions, concerns or require help in regards to any of our agreements, please contact our designated legal agent for our company using the below contact details.

Legal Email: [support@vexyhost.com](mailto:support@vexyhost.com)