

# Terms of Service

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**Server:** Refers to a service such as a dedicated box, game/voice server or webhosting regardless of the service being dedicated or virtual.

**We/us/our:** Refers to Linx Networks Ltd. and its subsidiaries

**You/your:** Refers to the customer, person who purchased the server/service from us or anyone using it with or without consent.

## 1. Payments & Refunds

- i. All payments must be made in full before any service is provided. Only once the due funds have been received and ratified will any service or hardware be set up.
- ii. Payments can only be sent via the methods outlined on the payments page. Any other attempt to pay will be rejected unless discussed and approved prior to payment with a member of staff from the sales department.
- iii. In the circumstance of server renewal, payment for another rental period will be expected on the expiration date. If payment is not received on the due date, your server will be terminated and you will have to apply for a new server. In this scenario, the customer will lose all promotional deals and sale prices that were associated with the initial contract.
- iv. Should you not wish to renew your contract and forget to cancel your subscription payment, you will be granted three days from the expiration date of your last invoice to inform us of the error and claim a refund. A handling fee of 10% may be applied.
- v. For all other services and payment methods, or if you wish to claim a refund on a subscription payment after three days have passed, refunds will only be given at our discretion and a variable handling fee may be applied.

## 2. Server Information

- i. Servers are set up according to the agreed specification. The following modifications must not be made to the servers by any customer. Any customer found to have made any of these modifications will receive an official warning, and repeated modifying will result in your contract being terminated without refund. Using, hosting or other means of associating the server with
  - a. Illegal or cracked software
  - b. Pirated media including, but not limited; to music, movies and images.
  - c. Server settings such as tickrate or max fps
  - d. Modifications that use more than three percent of a particular server resource will also result in your contract being terminated without refund.
- ii. IRC - We currently do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

- iii. Proxies - We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.
- iv. PortScanning - We do not allow any kind of portscanning to be done on or from our servers or network.
- v. The number of slots on a server must remain at that which was agreed upon before payment. Tampering with this will result in an official warning, and repeated offences will result in the server being taken down without refund.
- vi. —Excludes debranded servers— All BRANDED servers are assigned the suffix "|Hosted By LinXhosting". This must remain on all servers at all times. Removal of this tag will result in an official warning and repeated offences will result in the relevant servers being taken down without refund. In the case of an appeal with a suitable reason (and where appropriate, proof), the servers will be restarted and continued for the duration of the initial contract.
- vii. Under no circumstances must any servers be used to advertise, display or sell pornographic or offensive material. Any server discovered to be in breach of these rules will be terminated immediately without prior notice or refund. All material will be destroyed, regardless of its value.
- viii. Any accounts found with files in an attempt to “phish” for confidential user data will be terminated immediately without prior warning. Any “phishing” files found on our servers will be also be deleted immediately.

### **3. Data, Storage and Bandwidth**

- i. Unlimited bandwidth unless stated or agreed otherwise refers to a reasonable amount decided by us.
- ii. You must not use your server for/with any ‘peer 2 peer’ and/or file sharing programs.

### **4. Conduct**

- i. Our staff must not be insulted in any way shape or form. Doing so may result in a block from our support systems and/or suspension/deletion of your service without refund.

### **5. General**

- i. We reserve the right to cancel, suspend or delete servers with 7 days notice or at anytime if you are found to be in breach of the above terms of service.
- ii. We reserve the right to edit and/or add to these terms of service at any time. It is up to you to keep up to date with these terms of service.
- iii. We reserve the right to refuse service to customers who are deemed unsuitable by us.
- iv. It is your responsibility to cancel your services with us if you do not agree with your terms of service.