



## Terms of Service

Last amended: 27/12/2022 (dd/MM/yyyy)

The following terms and conditions of service regulate and define the relationship between Vultam, operated by Vexillum Solutions LTD ('13101525'), hereby referred to as the "Provider" and or "Company" and Clients, customers and/or users such as guests. By using our services and/or accessing or using [www.vultam.net](http://www.vultam.net) ("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 automatically agree to all conditions mentioned within the following agreement, ensure you read and understand this carefully.

Vultam will ensure any and written information will be easy to understand. If you have any questions about this Agreement, please contact us at [support@vultam.net](mailto:support@vultam.net).

By accepting this Agreement, you are also agreeing to our [Privacy Policy](#).

### **1. INTELLECTUAL PROPERTY**

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

### **2. ACCOUNT AND SECURITY**

When registering an account, you automatically agree to this here terms of service and the privacy policy to gain access.

You as the user agree to the following:

1. We reserve the full right to terminate your account at any time, with or without advance notice. Your account and its products and/or services will be terminated if you are found in violation of the Agreement.  
We also reserve the right to suspend or terminate any of your products and/or services, with or without notice and for any reason.
2. You must be thirteen (13) years of age or older in order to be eligible for the use or access to our products and/or services. Any registration, use of or access to our products and services, by anyone under thirteen (13) is unauthorized without parental/legal guardian consent.
3. It is your responsibility to provide accurate, current, and complete information to us. If we need to contact you, we will use the primary email address associated with your account.

It is your responsibility to ensure that the contact information for your account is correct and complete at all times. Providing false information of any kind may result in the termination of your account and its Services.

4. You will not share your accounts credentials.
5. You will take responsibility for the actions of the account.
6. You will be responsible for the security of the account.
7. You will not exploit any flaws in hardware or software for any reason.
8. You will not attempt to circumvent any security features for any reason.
9. You will report exploits and security flaws to us upon discovering them.
10. You will not perform any attack on any network, host or servers, including but not limited to denial of service attacks.
11. You will not engage in activities that interrupt or interfere with Vultam services.
12. You will not engage in illegal activities.

### **3. ORDERS AND PAYMENTS**

1. All services and/or products ordered from us 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.
2. We reserve the right to deny and/or cancel any order with or without reason.
3. You take full responsibility to make sure that our payment information is always up to date and that all invoices are paid on time.
4. Invoices for products and/or services will be generated 14 days before the product and/or service due date. If unpaid the invoice will be marked as overdue on the due date, and the service will be suspended.
5. The product and/or service will be terminated 7 days after the invoice due date if the invoice remains unpaid, meaning that your files and data will be removed. We reserve the right to terminate services and/or products and remove data associated with any service and/or product which has an overdue invoice at any time.

### **4. REFUNDS AND CANCELLATIONS**

a) As a customer you can request a refund of a product and/or service within the first 48 hours after your purchase.

However, the following limitations / conditions must be followed for a refund to be valid:

1. We will only provide a refund if a valid reason is given, including but not limited to service interruptions or performance issues.
2. Add-ons are non-refundable in any case. For example a Dedicated IP's.
3. VPS (Virtual Private Server) are non-refundable. We may provide a partial refund if a valid reason is given , and always at our sole discretion.
4. We will not provide a refund if a refund has been processed on the account within the last six months.



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5. We will not provide a refund if your account and its products and/or services are terminated due to a chargeback, dispute or claim.
6. We will only provide refunds for a product and/or service if it's the first time you purchase it.
7. We will not provide a refund if you have previously used/requested a trial of that product or service.
8. We will not provide a refund if the order is an upgrade order.
9. We will not provide a refund if a Cancellation request has been processed or submitted on the product.
10. We will not provide a refund if you caused the downtime / service interruption / performance issue.
11. We will not provide a refund if you did not want to buy the services ("Accidental manual purchases").
12. Payments sent automatically are eligible for a 100% refund of the renewal amount within one (1) day of the payment being sent.  
Refund requests between two (2) and five (5) days after the automatic payment may receive a 50% refund of the renewal amount. Automatic payments are not eligible for refunds beyond this five (5) day period.
13. Overpayments are eligible for a 100% refund within seven (7) days of the payment being sent. An overpayment occurs when an invoice is paid multiple times. When this occurs, credit with the value of the overpayment is added by our system to the client's account. We will not provide a refund if any of this credit is used before a refund is issued.
14. Advanced payments and or prepaid advanced packages are eligible for refunds within the first 72 hours of the payment.

We may give refunds in certain cases after the first 48 hours if a valid reason is given, and in this case the refund will be issued at the sole discretion of Vultam.

b) In order to cancel any service and/or product you must issue a cancellation request within our billing area. Additionally, you must manually cancel any active PayPal subscriptions that were created when ordering your service and/or product. We do not have access to deduct funds from your PayPal account, and will not be held responsible for automated payments made via PayPal subscriptions.

## **5. CHARGEBACKS**

Any chargeback, dispute, or claim filed against us will result in an immediate and permanent termination of all products and/or services associated with the customer's account and the account itself despite the outcome of the chargeback, dispute or claim.

## **6. BACKUPS AND DATA LOSS**

We may incorporate measures to prevent data loss on our products/services such as RAID configurations or proactive disk monitoring.

We may also make daily backups for the majority of our services. If you need a backup restored onto your server, you can request this via support at our billing system on your client area.

However, regardless of these features:

1. You are ultimately responsible for your data stored on our products and/or services.
2. We shall not be held responsible for any data loss, regardless of the cause.
3. If backups are not available when requested, regardless of the cause, Vultam may not be held responsible for any loss of files.
4. We do not restore single configuration files or folders, only whole server backups.

## **7. TRANSFERS**

We may provide the transferring of websites/servers from other providers as a courtesy service. We can't guarantee that during the transfer process we will be able to move your website/server successfully. The duration of this transfer process can vary depending on the previous configuration of the website/server. We are not responsible for any data loss, or any kind of issue/inconvenient that the failure of this transfer can cause you.

## **8. MYSQL AGREEMENT**

While we offer free MySQL databases with our Minecraft and Game services, 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 Vultam, 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.

## **9. FAIR AND ACCEPTABLE USAGE**

1. Minecraft Servers. The following policies apply specifically to our Minecraft Hosting services:

1. We provide unlimited slots on all Minecraft plans. This means that you can set your server to any slot number you would like. However this does not mean your service can handle unlimited players.

2. Servers with intensive CPU usage for extended periods may result in a reboot, shutdown, and/or suspension of the service without warning to prevent causing issues with other clients. You will be notified of this via a ticket on our billing panel and expected to work with us to resolve the issue
3. Our disk space is provided as "unmetered" which is in accordance with fair-use. This means that you are supposed to only store files that are completely required for the server functioning, and related to the service, including but not limited to: worlds, plugins, jar files, player data. Logs or backups may be deleted without advance notice if they use a considerable amount of space.  
A soft disk limit is applied to all servers by default to prevent abuse. This limit can be raised for free under request.  
If your disk space is breaking our fair-use you will be contacted via a ticket on our billing panel and expected to work with us to resolve the issue  
If we are not able to get in touch with you, or you don't fix the issue, we'll start deleting the affected files.
4. Our MySQL databases are provided as "unmetered" which is in accordance with fair-use. This means that you are supposed to only use databases to store data that is completely required for the server functioning, including but not limited to: Data from plugins and/or additional software that runs on the same server.
5. A limit of 10 MySQL databases will be placed to prevent abuse on all Minecraft servers plans. This limit can be raised for free at any time by opening a support ticket with valid justification.
6. Each client may only use their service to store a maximum of 2 backups of their service at one time. Any additional backups must be stored externally.
7. For large dynmap folders logs, logs from data logging plugins such as Coreprotect, and other related files may be purged if it is causing issues on the node.
8. If you are found to be using a plugin or jarfile that increases your RAM allocation your service will be terminated without refund. We do not allow the use of plugins which allow you to run multiple servers on the same service, an example of this would be the plugin "subservers".

## **10. ABUSE**

Services found to be abusing may be suspended or terminated without prior warning and refund. Services may be suspended or terminated due to the following reasons (but not limited to):

Minecraft/Game hosting: excessively high CPU usage, excessively large files such as backups, attempting to gain unauthorized access, circumvention of ram restriction, using a non-minecraft jar file, using your minecraft or game services to host non related services such as websites, the usage of plugins such as botnets, backup plugins.

VPS's: Using DDoS / Dos scripts or programs and packet flooding, hosting or distributing

torrents or pirated content, attempts to gain unauthorized access to any service other than your own, sending spam or unsolicited emails, port scanning.

Cryptocurrency mining, distributed computing, or other CPU-intensive tasks are also strictly prohibited. Other actions deemed unauthorized by Vultam may be investigated and may result in a suspension.

If you run software that requires high CPU usage on a constant or unusual basis, please contact us beforehand. If you are unsure if something is permitted please contact us.

## **11. DENIAL OF SERVICES ATTACKS**

We incorporate protection methods against Denial of Service Attacks. However, we are not liable for any downtime caused by a DDoS (Distributed Denial of Service) or DoS (Denial of Service) attack. If a DDoS or DoS attack is targeted at a specific customer's product and/or service for an extended period of time and affects other customers products and/or services we may suspend it until further notice or resolution.

## **12. SERVICE LEVEL AGREEMENT (SLA)**

The following services are covered by this Service Level Agreement:

- Minecraft hosting services
- Game Hosting
- Discord Bot Hosting
- VPS Servers

1. Our SLA only applies to the following types of interruptions:

1. **Network:** We guarantee 99.99% network availability to all applicable services of any given month.
2. **Hardware:** We guarantee that our physical machines hardware will be available to all applicable services at least 99.99% of any given month.
3. **Panel:** We guarantee 99% panel availability to all applicable services.  
(Difference between panel downtime and network is when your server is available but you can't access the web panel to manage your servers.)

2. Our SLA does not apply under the following circumstances:

1. **Planned Maintenance:** We announce all planned maintenance with advance notice via email and/or on our website.
2. **Software error/failures:** We do not cover errors, crashes or any service interruptions caused by software.
3. **Interruptions caused by the client:** We do not cover issues caused by the client such as interruptions caused by installing third-party files/plugins and software or custom scripts.

4. **Third party products and/or services:** We do not cover issues and/or interruptions on any third-party provided service.
5. **DDoS / DoS Attacks:** Networking issues resulting from DDoS or DoS attacks targeted at a customers services are not eligible under any circumstances.
6. **Customer network issues:** We do not cover the inability to connect to our services due to issues on the customer's network side.
7. **Exceeding allocated resources:** Interruptions caused due to the affected service using more resources than the assigned and available are not covered.
8. **Circumstances beyond our control:** We do not cover interruptions caused by extreme weather at data centers, natural disasters, or any other event outside of our control.

3. In the event of non-compliance, the client will be compensated as per the terms below:

1. We offer "Downtime Credits" based on the amount of downtime your service has experienced. These credits are additional time that will be added to the end of the billing cycle of the affected service, at no charge.  
The next schedule will be followed to determine your credit.

For Network and Hardware Interruptions, If your Monthly Uptime Percentage for any given calendar month is between:

- 99.99% and 99.95%, 1 day will be added to the end of your billing cycle.
- 99.94% and 99.5%, 2 days will be added to the end of your billing cycle.
- 99.49% and 99.0%, 5 days will be added to the end of your billing cycle.
- 98.99% and 95.0%, 7 days will be added to the end of your billing cycle.
- 94.99% or below, 14 days will be added to the end of your billing cycle.

For Panel Interruptions, If your Monthly Uptime Percentage for any given calendar month is between:

- 99.0% and 98.5%, 1 day will be added to the end of your billing cycle.
- 98.49% and 98.0%, 2 days will be added to the end of your billing cycle.
- 97.99% and 95.0%, 4 days will be added to the end of your billing cycle.
- 94.99% or below, 7 days will be added to the end of your billing cycle.

In order to receive any Downtime Credits described above, you must notify Vultam by email or opening a ticket through the billing area within thirty (30) days from the time you become eligible to receive a Downtime Credit.

The aggregated maximum number of Downtime Credits you can claim for any Downtime periods that occur in a single calendar month shall not exceed fourteen (14) days of services added to the end of your billing cycle.



Downtime Credits may not be exchanged for, or converted to, monetary compensation in any situation. No exceptions apply.