

# PROTOCOL SERVERS

## Terms of service

### 1. Customer Terms & Agreement

- 1.1 Protocol Servers reserve the right to modify any part of these terms of service at any point without prior notice. By ordering a service the customer agrees to these terms of service on behalf of all end-users and is responsible for any breaches made by said end-users.
- 1.2 It is the customer's sole responsibility to ensure they and all end-users have read and understood these terms of service before placing an order.
- 1.3 The customer/end-user recognises that Protocol Servers is not liable for any damages or costs incurred as a result of the customer/end-user breaching these terms of service.
- 1.4 Protocol Servers reserves the right to cancel any order that it considers to be unacceptable or inappropriate for any reason.
- 1.5 Protocol Servers reserves the right to terminate any service, for any reason, and under any circumstances.

### 2. Acceptable Use Policy

- 2.1 It is not permitted for any customer to resell or otherwise profit from a service provided by Protocol Servers.
- 2.2 Customers/end-users must not:
  - Attempt to gain access to another user's account with Protocol Servers.
  - Use the service(s) provided by Protocol Servers to initiate unlawful attempts to access or otherwise attack (such as Denial of Service) local or remote networks. Any such attempts will lead to immediate account termination.
  - Advertise or market other provider's service(s) or any other product using the service(s) provided by Protocol Servers.
  - Install or run computer players/bots or other virtual clients on the service(s) provided by Protocol Servers.
  - Attempt to change service variables or properties such as, but not limited to, tickrate or player slots.
  - Attempt to change the game service or install more than one game service, by any means, on a game server provided by Protocol Servers.
- 2.3 Discrimination, racism or other offensive language/behaviour towards Protocol Servers, its staff or customers/end-users can lead to the suspension or termination of the client's service without notice or refund.

In the event of a customer/end-user breaching any of the above policies, Protocol Servers reserves the right to take whatever action it deems necessary. This can include account termination or suspension without notice or refund.

### 3. Prohibited Material Policy

- 3.1 The uploading of illegal/illicit material to any service provided by Protocol Servers is strictly prohibited. Such activity will result in immediate account termination without refund.

This includes but is not limited to:

- Copyrighted material – any software or other files not owned by the customer/end-user is strictly prohibited.
- Pornography – the uploading/distribution of any pornography is strictly prohibited.
- Illicit Applications – tools/utilities for illegal activities, viruses/trojans or any similar materials are strictly prohibited.

3.2 The uploading of content to a service provided by Protocol Servers which is unrelated to it is prohibited and will be removed. Serious cases may result in account termination without notice or refund. Protocol Servers reserves the right to decide whether or not files are related to the service(s) provided.

If the customer/end-user fails to comply with any of the above policies, Protocol Servers reserves the right to terminate or otherwise suspend a client's service without notice or refund.

## 4. Data Protection & Privacy Policy

4.1 Protocol Servers must ensure all customer records are current and accurate. Information provided when creating a billing account with Protocol Servers must be accurate, to the best of the customer's knowledge, at the time of submission. In the event of their personal or contact details changing, it is the customer's responsibility to update their information using the client & billing control panel located on the Protocol Servers website.

## 5. Service Liabilities & Compensation Policy

5.1 Protocol Servers cannot be held liable for, under any circumstances, the following events:

- Service unavailability/downtime caused by factors outside of the reasonable control of Protocol Servers. Protocol Servers reserves the right to determine what is or is not defined as within their control.
- The exchange of offensive language and/or behaviour by its customers or any other individual or group using the service(s).
- Damages or costs to the customer/end-user or their property caused by the service(s) provided by Protocol Servers.

5.2 In the event of service unavailability in excess of 24 hours, the customer will usually be compensated with one week's additional credit free of charge. Protocol Servers reserves the right to determine what can or cannot be considered 'unavailability of service(s)' and is not obligated to provide compensation under any circumstances.

5.3 Should the customer be unhappy with the quality of the service(s) provided by Protocol Servers, they are entitled to cancel their subscription (see 7.2) or Protocol Servers can provide compensation in the form of one week additional time credit free of charge. The customer must be aware that Protocol Servers is in no way obligated to offer compensation (see 7.3) and reserves the right to determine what constitutes 'poor quality service(s)'.

## 6. Payment Policy

6.1 All payments are processed on the basis set out in the order/invoice. Once confirmation of payment has been received by Protocol Servers, the customer is then entitled to 30 days service per subscribed 'month' from the day the service is online.

6.2 All customers are invoiced/notified 3 days prior to the due date, this is sufficient notice and it is a requirement for continuation of service that payment clears on time.

- 6.3 Service(s) will be suspended after 24 hours of the payment being overdue. The service will be unsuspended once payment has been received and/or cleared.
- 6.4 The details of the customer and/or their service(s), and any related files, will be deleted from our systems after 72 hours of the payment being overdue. This may result in permanent loss of information/data from the service(s) which is unrecoverable. Protocol Servers is not responsible for any loss or damages due to the termination of service(s) under any circumstances.

## 7. Refund & Cancellation Policy

- 7.1 Protocol Servers reserves the right to terminate any service, for any reason, under any circumstances. Unless these terms of service have been breached by the customer/end-user, a refund will normally be issued.
- 7.2 The customer is entitled to cancel the service(s) at any point throughout their payment term without notice. However, the customer must be aware that no compensation for time already purchased will be available.
- 7.3 The customer must be aware that Protocol Servers is not obligated to return any funds used by the customer to purchase service(s) under any circumstances. It is at the discretion of Protocol Servers whether or not to issue a refund.
- 7.4 Should they wish to cancel their service(s), it is the customer's sole responsibility to ensure all subscription payments via PayPal or similar payment gateways are cancelled via their billing account on the Protocol Servers website.
- 7.5 Protocol Servers cannot be held responsible for payments which are automatically processed due to subscriptions not being cancelled by the customer – in this case it is at the discretion of the Protocol Servers whether or not to offer a refund.

## 8. Setup Policy

- 8.1 All services are setup within 24 hours of payment confirmation unless stated otherwise. The customer will be informed of any planned maintenance/downtime that may prolong service setup. If setup is delayed due to unexpected circumstances, the customer will normally receive time credit as compensation, depending on the number of days since the order was placed.