

# Terms of Service

Last Updated May 16<sup>th</sup>, 2018

## Terms

By ordering from Emperor Hosting, LLC (“Us”, “We”, “Our”, “Emperor Hosting”). You (“The Service Owner”, “The Customer”, “The Client”) agrees with Emperor Hosting’s Terms of Service.

## Cancellation Policy

The customer can cancel at any time during signup to prevent future billing. To cancel your service please submit a cancellation request in the client area or by submitting a ticket.

## Refund Policy

Emperor Hosting provides a 72 Hour refund policy for the service The Customer orders. Recurring Invoice payments are non-refundable. If you need to request a refund call support or open a ticket with your order information and let Emperor Hosting process the refund. Charging back will get you permanently banned from Emperor Hosting’s Website. If you consistently ask (i.e. ordering then asking for a refund, then ordering the same service again then wanting another refund) for a refund after you receive your first refund you will be permanently banned from Emperor Hosting’s Website.

## Recurring Payments

All Invoices are generated 7 days before the Invoice is due. Failure to pay will result in your services being put into suspension until the Invoice is payed. If the invoice is not payed within 10 days past the suspension date the service will be permanently deleted. The Customer can ask for an extension of up to 7 days, but The Customer is required to pay once the extension is over or their services will be terminated. An extension does not change the next month’s billing date of The Customer’s Server. If The

Customer adds a Debit or Credit card to the account, it will be automatically charged on the due date of The Customer's Server.

## Copyright/Abuse Claims

Emperor Hosting takes server abuse and copyright claims quite seriously so if we receive an Abuse Report/DMCA Notice we will forward it to the client and allow up to 24 hours to reply. If the client does not reply within 24 hours their server will be suspended until the Report/Notice is resolved. If the client continues hosting copyrighted files/abusing their services, the Client's server will be terminated.

## Service Level Agreement

While Emperor Hosting does aim to maintain a 99% Up-time in the event of an outage or other unexpected scenarios We will provide compensation by giving The Client 5% off their next bill and adding extra days to their bill (12 Hour Downtime is equal to 1 day).

Planned maintenance does not qualify for compensation unless otherwise posted by Emperor Hosting.

Emperor Hosting is not liable for any Client's files that are that are missing, corrupted or deleted. The client must request backups as we do not automatically do backups.

Emperor Hosting aims to provide a 24-hour installation window Sun-Sat 11AM to 11PM so if your server is not installed within 24 hours then you will receive 4 days free

## Acceptable Use Policy

### **All Services**

The Customer agrees to not to attempt to modify the server from the original specifications, attempt to access files outside the server's home directory or Attempt to crash/spam the server. With that there is also a longer list below with things you are not allowed to do/have on your service.

Not Allowed to do/have on your Service: Spamming, Mass E-Mailing, (D)DoS, Malware/Viruses/Backdoors, any form of Hacking/Phishing, Pornography, Copyrighted Material, Hate Speech, Fascist Content, Homophobic Content, Anything illegal in United States, Canada and The United Kingdom.

The Customer also agrees to not Tamper, Delete or Edit any other server that is hosted by Emperor Hosting without permission from the other servers Owner. Doing any of that without permission can cause you to get blacklisted from Emperor Hosting.

### **Minecraft Server Specific**

The customer agrees to Minecraft's EULA which can be found here. Failure to follow Minecraft's EULA will cause your service to be terminated.

## **End Statements**

Failure to abide by these Terms of Service gives Emperor Hosting the right to terminate The Client's service without refund.

Emperor Hosting, LLC reserves the right to change these Terms of Service at any time and for any reason without client notification.