Lagged Hosting Terms of Service

By purchasing or interacting with our community and products, you agree with our Terms Of Service and Privacy Policy

1. Usage Policy

- You are not allowed to use our services for any illegal activities or are determined as harmful by Lagged Hosting.

- If suspected that your service is used in an illicit manner, illegal activity or deemed harmful by Lagged Hosting, we reserve the right to cancel your server without compensation.

- Lagged Hosting is not responsible for any damages incurred by an illicitly used service.

2. Uptime SLA

- We strive to provide an uptime of 99.9% for clients over the span of a month.

- If we do not meet our 99.9% uptime, the client will be eligible for compensation upon inquiring. It is at the discretion of the customer to inquire to our support team, which can be contacted through means of a ticket via the client panel, email or Discord.

- The height or type of compensation will be determined per client and situation. This is at the discretion of Lagged Hosting.

- Our uptime SLA does not apply for maintenance downtime. This downtime is deemed necessary to update and improve our services and to maintain performance of our hardware.

3. Refund Policy

- Any customer is eligible for a full refund if it is requested within 14 days of their first payment. We reserve the right to withhold any transaction fees of up to 4%.

- After 14 days a client may be credited to their account. This will be determined per situation, per client, and is at the discretion of Lagged

Hosting.

- To buy a service at Lagged Hosting you need to be over the age of 13, or have approval of a parent or guardian in writing. If you are under the age of 13, we can terminate your service without notice and remove your data at any given moment without a refund.

- You are not allowed to perform a chargeback on our services. If a chargeback has been done, all services you have can be terminated immediately and you can be blocked from buying any other services again.

- After a service is canceled, we do not provide compensation or refunds.

4. Data and Storage Policy

- Lagged Hosting will not be responsible for loss of your data. Whilst we take regular offsite backups and keep our drives in RAID 1, we encourage you to make your own. We take no responsibility if you lose your data.

- With a lack of payment your data and server will be suspended after 3 days and deleted after 14 days of not receiving a payment. Your data and server will not be accessible until payment is made.

- After an immediate cancellation of your service, your data and service will be deleted instantaneously. We are not responsible for any loss of data.

5. Unlimited Policy

- If we deem you using too many resources, we can enforce a hard limit. This is 3x the soft limit.

- Storage has a soft limit of 50GB per server. After this we can request the customer to remove any files if it is deemed excessive such as log files, unused files, etc.

- Bandwidth has a soft limit of 5GB a month. If we see excessive data usage over this we can limit your data or speed your server(s) can use.

- CPU has a soft limit of 2 VCores per server. After this we can limit your CPU usage if it affects other clients.

- Databases have a soft limit of 10GB. After this we can request the customer to remove any databases or find a different solution of hosting their database.

- Backups have a soft limit of 100GB per server. After this we can request the customer to remove any backups if it is deemed excessive.

6. Transfer Policy

- Requesting a transfer of service can only be done via the client area in WHMCS at <u>https://laggedhosting.com</u>.

- After a transfer is completed, the former owner no longer has access to the service or data.

- After a transfer is completed. The new owner will receive the invoices for that service.

- If a service is transferred via personal communication, given access to the Lagged Hosting Panel via adding the new owner as a user, or giving away the login credentials, Lagged Hosting will not be accountable if you lose access to said service, nor for the data that is on that service

- Lagged Hosting is not accountable if you buy a service from an existing client and said client does not complete the transfer to you. Nor are we accountable for any damages done to you, your services or your community.

- Lagged Hosting does allow transfers. We do not support it. We recommend you to buy your own service, with your own account.

7. Communication Policy

- When interacting with our community, users or staff. You must obey the rules set on the communication platform and rules specified on that communication platform. i.e. Discord, Email, Support Tickets or any other way of communication.

- When communicating with a person, we do this in a normal and humane way. Remember, we are only humans too. Not a robot.

- We reserve the right to mute, kick, block or ban you from our communication platforms if said rules are not followed.

- Any threats are not tolerated and will be acted on. We can and will report you to the authorities if needed. We also reserve the right to ban you from our communication platforms without any warning. We also reserve the right to terminate any services you have with us.

- Advertising other hosts is strictly forbidden.
- You may advertise your servers on the appropriate channels.

- Lagged Hosting reserves the right to change the Terms Of Service and Privacy Policy one-sided for new and existing clients. All clients will be notified of the changes that have been made prior to the change.

8. Promotion Policy

- We do not guarantee the length of promotion codes and their useability
- We do not guarantee the amount of the promotion codes.
- Any promotion can be extended or cut short at any moment.

9. Legal Policy

- Any legal inquires can be send to legal@laggedhosting.com

10. Reselling Policy

- It is not allowed to resell Lagged Hosting services.

11. Privacy Policy

- Any person under the age of 13, please consult with your parent or legal guardian before ordering a service or product. The minimum age of our support channels is 13. If we find you are under the age of 13, we reserve the right to remove you from said support channels.

- If you are deemed too high risk by our fraud system, we may reach out to you.

- When an account is inactive and contains no services for 3 months, the account will be deleted and erased from our database.

- As an EU entity, we follow the GDPR data protection and transfer obligations. The information will not be stored outside of the European Union.