

# Terms of Service

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## Customer Agreement & Conditions

RTL-Servers (Retaliation-Servers) reserves the right to add/remove/modify this Terms of Service at any point – it is the customer’s responsibility to ensure this is read upon ordering and during the contract with RTL-Servers.

RTL-Servers reserves the right to suspend or cancel/terminate a clients account at any point throughout the contract if the service(s) are being used inappropriately and do not meet the guidelines set in this terms of service. If at any point a customers’ account is terminated, it is our discretion whether to refund any funds in exchange for the service which has been terminated.

## Acceptable use of service(s)

All service(s) are intended for the use of the primary user only. It is not permitted that any 3<sup>rd</sup> party may ‘sell’, ‘share’, ‘distribute’ or ‘lend’ a service – this is for the protection of our equipment, network and users (including the customer in question).

All orders are accepted in the discretion of RTL-Servers, if a customer’s order is deemed to be inappropriate or only wishes to utilise the service for a 3<sup>rd</sup> party to conduct illegal activity. Customers must ensure they do not breach any of the following:

- Customers/users must not attempt to utilise the SSH protocol or SFTP (Secure File Transfer Protocol) to connect to their services – this is strictly prohibited. All SSH activity is logged and

is analysed automatically – accounts can and will be suspended or terminated if this policy is breached.

- Customers/users may not lease or resell their services to any other party – the ownership of the account is strictly to the original user.
- Customers/users may not attempt to breach or otherwise ‘hack’ into another users account within our network/systems, nor may they use the services provided to utilise remote break in attempts to other systems outside the network. Any such activity would result in **immediate** account termination with no refund.
- Customers/users may not advertise or market other provider’s service(s) via the service(s) provided by RTL-Servers.
- Customers/users may not attempt to edit or remove their service start file(s).
- Customers/users are strictly prohibited against installing or running computer players/bots or fake clients.
- Customers/users may not attempt to change your service(s) performance variables (e.g. tickrate)

If the customer breaches any of the above policies, RTL-Servers reserves the right to terminate or otherwise suspend a client’s service without notice or refund.

## Prohibited Material

The uploading and/or distribution of illegal material is strictly prohibited within our network and equipment – the upload and/or distribution of illegal material can and will result in complete account termination without notice or refund. Examples of illegal material include:

### Illegal materials examples

- Copyrighted materials - software, music, applications or videos – any material which is copyrighted and is not owned by the customer/user is strictly prohibited.
- Child pornography – the uploading/distribution of any child pornography is strictly prohibited; customer/user will be reported to the authorities if such content is found on our systems.
- ‘Warez’ material – Hacking tools/utilities, password cracking, viruses/Trojans and so on.

### Other prohibited materials examples

- Adult content – the uploading and/or distribution of adult content (e.g. pornography) is strictly prohibited on any equipment or network of RTL-Servers. All cases are taken seriously, RTL-Servers reserves the right to decide upon what is classed ‘adult material’.
- Content which is unrelated to the service(s) – uploading/download of content which is unrelated to the service in question owned by the customer/user is strictly prohibited. RTL-Servers reserves the right to determine what files are related to the service.

Failure to comply with the above ‘prohibited materials’ policy will result in immediate account termination or suspension without notice or refund.

## Bandwidth limitations and restrictions

RTL-Servers **do not** limit bandwidth of the following services:

- Game service(s)
- Ventrilo/TeamSpeak2 service(s)
- IRC Bouncer service(s)
- Service(s) related to the above

RTL-Servers limit bandwidth on the following services:

- Webhosting
- Website related service(s)

Once the customer/user has exceeded their allocated bandwidth usage, the systems are informed to automatically suspend the account in question. RTL-Servers will attempt to contact the customer/user to discuss the available options – this may involve purchasing more bandwidth, or an additional allowance being accepted by the discretion of RTL-Servers staff. This **only applies to webhosting accounts**.

### Data Protection Act (1998)

In accordance with the Data Protection Act, we must ensure all customer records are up to date. It is the customer's responsibility and liability to ensure that all personal & contact information is updated regularly in accordance to UK legislation. The customers/users ability to update their personal information is possible through RTL-Servers client/billing interface.

### Service Liabilities & Compensation

The following events RTL-Servers cannot be held liable for, under all circumstances – by ordering; customers agree to these policies:

- Service unavailability/downtime – despite efforts to ensure our services remain online, occasionally unexpected service downtime may occur (due to network, hardware or software failure). RTL-Servers cannot be held responsible for any downtime or inconvenience caused by such occurrence.
  - Compensation: In the rare event that a service is down and unrecoverable for more than 24 hours, the customer will be compensated with 1 week additional time (free of charge). This **excludes** free/complimentary services provided by RTL-Servers.
- Abuse in chat rooms / in game chat via service(s) – RTL-Servers cannot be held responsible for the exchange of abusive language and/or behaviour by its customers. If in the rare event a user or customer wishes to raise extended abuse to authorities – RTL-Servers will have no involvement with the situation.
- RTL-Servers cannot be held responsible for any theft, loss or similar damages to the customer/user or any other party. The customer/user accepts this policy when ordering any service(s) with RTL-Servers, and understands that RTL-Servers cannot be entered into a dispute concerning any damages caused by the service(s) we provide.

## Payment policy

All payments are processed a month by month basis, unless stated otherwise when ordering. Once payment has cleared, the customer/user is then entitled to 30 days service from the day the service is online. It is the customer's responsibility to ensure that payment is made on time to avoid disruption or termination of the customer's account – if the customer/users are unable to pay on the date specified, please contact RTL-Servers support.

## Refunds & Cancellations

RTL-Servers is not entitled to refund any funds exchanged for service(s) purchased by the customer/user. It is the discretion of RTL-Servers' staff which determines if the service is to be refunded – the final decision is not open for argumentation.

RTL-Servers hold no policy on cancellations – the customer/user is entitled to cancel the service(s) at any point throughout the contract; without notice. It is the customer's responsibility to ensure all subscription payments via PayPal or similar services are cancelled via their account at the correct payment gateway website (e.g. PayPal.co.uk). RTL-Servers cannot be held responsible for payments which are automatically processed due to subscriptions not being cancelled by the customer/user – it is the discretion of the RTL-Servers staff whether to refund.

RTL-Servers does not handle credit card processing – but the customer/user may have to cancel the direct debit if paying via bank transfer.

Service(s) will be cancelled automatically after 72 hours of payment being overdue – this may result in permanent loss of information/data from your service(s) which is unrecoverable. It is the customers/users responsibility to ensure this backed up before cancelling a service. We will **not** cancel any service while it is in use (e.g. mid-game) without prior notification.

## Setup time policy & compensation

All services are to be expected to be setup within 24 hours of payment clearing. The customer/user will be notified of any delays due to planned maintenance or unexpected system unavailability. The contract with RTL-Servers does not start until the service is physically online and functional.

If the setup time is prolonged due to unexpected circumstances, the customer will be issued with 'time credit' depending on the amount of days lost due to the order delay. If the order is unable to be processed due to stock related difficulties, the customer/user is entitled to a full refund.

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