



Terms of Service Revised, 12/28/2016

Introduction

Fallout-Hosting is a Dot-Tech LLC company. Fallout-Hosting agrees to provide services to the client, subject to the following "Terms of Service". Fallout-Hosting, the company may be referred to as, ("FH"), ("Us"), ("We"), and the Client, ("Customer"), ("Client") and ("You").

All provisions of this contract are subject to change from time to time at the discretion of FH. Client must understand that change to the ToS (Terms of Service) shall not be grounds for early contract termination or non-payment.

By logging into your server, or using your server in anyway constitutes acceptance of these terms

1. Refunds and Disputes

A. Services with the exception of dedicated servers may be eligible for refund within the first 5 twenty-four hour days of the creation of the server in the FH database. This point is marked by the initial "checkout" time and date found within FH databases and may differ from the time and date of initial payment. Refunds cannot be requested without probable cause. Dedicated servers are also subject to a service check as defined in section 2 of this agreement prior to a refund being issued. As dedicated servers require explicit provisioning, we are not able to provide refunds on these orders. The

refund agreement may be restricted as per this agreement in previous or remaining sections.

B. Invoices are generated 14 days before due date. If you wish you cancel your service(s) with us, please cancel your service(s) prior to the invoice being generated. Otherwise you will need to cancel your subscription within Paypal. Additionally we do not offer refunds for any recurring payments after the first month's payment.

2. Dot-Tech/FH Payment Policy

- A. FH is a Dot-Tech LLC company, any payments to FH will not be applied to any other service provided by Dot-Tech LLC, Dot-Tech LLC subsidiaries or related companies, other than those services provided by FH.
- B. Any payments provided to Dot-Tech LLC companies other than FH are not applicable to FH Services.
- C. FH and Dot-Tech LLC may “share” payment gateways between Dot-Tech LLC companies at their own discretion. Part A and Part B of this section remain in effect for “shared” payment gateways.

3. Service Check

Service checks may be performed if FH receives complaint on any service. Service checks will include but are not limited to requesting diagnostic files from your PC, these files may include the following information and are not limited to, Graphics Card Information, CPU Information and General PC Health. Failure to comply with service requests disqualifies the client from receiving a refund.

4. Cancellations

To terminate your services you must cancel any active PayPal subscriptions and cancel via our WHMCS billing area. FH does not have access to any client's PayPal account. Therefore, we cannot and will not be responsible for unintended payments made via the automatic payment subscription service. Cancellation requests within the WHMCS billing area may take up to 72 hours to process, FH will not be liable for any client being charged for services they requested canceled, if said cancellation was requested within 72 hours of next billing. You will not be refunded in this case.

5. Liability Limitation and Exclusion

FH, under no circumstances, shall be held liable for any data FHs, disruption of information, or distribution of information including but not limited to that of unauthorized access to our server systems or any other FHs of data. FH shall not be held liable for any disruption, delay, or disconnection of services for any period of time. FH is not responsible for any actions taken place on our Dedicated servers. The sole role of FH is to provide the server.

6. Fraud

A. When a client orders a new service they are asked for personal information including but not limited to Full Name, Address, Phone Number, Photo ID issued by a government entity, and Payment Information. It is the sole responsibility of the client to provide and maintain this information accurately and truthfully. FH reserves the right to cancel, suspend or terminate an account with information believed to be or deemed incorrect or fraudulent.

B. FH is not responsible for any fraudulent orders being placed within our systems and will turn over any information where required by law and or requested by Payment Gateways to resolve any dispute.

C. Creating multiple accounts is considered Fraud.

D. FH may use a 3rd party service to run checks on all information provided to FH . FH is not responsible for any accounts suspended, terminated or declined due to this 3rd party service.

Additionally FH reserves the right to cancel, suspend, terminate, decline, remove or delete any service or user account in our system that violates or is believed to violate any or all parts of the "Fraud" section.

7. Legal Liability

FH will not be responsible for any illegal content or information posted or hosted on our servers. It is the sole responsibility of the client to keep all information and content within legal standards and laws. FH will turn over any client information where required by law and suspend or terminate the service.

8. Free Trials or Services

FH may offer free trials or services. FH reserves the right to cancel, modify or suspend any trial or free services for any reason at anytime. FH is not liable for any information or content hosted or posted on Free trial or free services account(s). These are defined as any services provided by FH or a partner, that does not occur a balance of \$.01 USD or more.

9. Promotions

FH may continuously provide active promotions and “promotion codes” for new or current clients. FH may cancel or create any promotion or promotion code at anytime without notice.

10. Unfair Usage

If your service(s) are found to be using excessive amounts of resources past their permitted parameters, including but not limited to CPU or RAM, FH reserves the right to cancel, suspend, terminate or make changes to the server(s) or service(s) in question without refund. Additionally if the server uses "plugins" or "mods" that create or store large files locally, FH reserves the right to delete or move these files. In the case FH decides to "move" or "transfer" your server(s) or service(s) to another server or "node", all large (larger than 500 MB) files non vital to the "health" or "performance" of the server(s) or service(s) will not be transferred.

Dynmap is not supported or recommended by FH and will not be transferred, in the case FH switches your server(s) or service(s) node to a different server or location.

11. Server Account Security

All Clients of FH including but not limited to partners, sponsored people or entities or “general” clients are responsible for keeping their account(s) secure, and the following terms apply. These accounts include server access, Client area (billing.fallout-hosting.com) AND OR any other FH service. FH is not responsible for theft or hacking of your passwords, or any “damage” related to such.

Additionally all clients are only allowed one person per “username” or “login”. Providing multiple person(s) access to your account(s) is considered account sharing. FH can provide additional users for Multicraft accounts and the billing system by request in our ticket

system. It's the sole responsibility of the account holder to only give access to person(s) he "trusts". FH is not responsible for FHt files or "damaged" servers due to the account holder or additional users deleting, moving or changing files.

Finally FH will attempt to make contact with any client in violation of this section as follows

12. Termination & Privacy Policy

Additionally, we reserve all rights to terminate your server or service upon any violation of these terms, or any other basis if deemed necessary for the security or "well-being" of our servers and or services. Agreeing to the Terms Of Services additionally means you have read, understand and agree to the Privacy Policy located at <http://Fallout-Hosting.com/privacypolicy>

13. Support

Support is available 24/7/365 FH reserves the right to offer support through different channels. Such as ticket System, Chat or phone. The ticket system is the preferred method of support as all information is documented and recorded. Opening multiple tickets for the same issue within a short period of time constitutes abuse of our support ticket system and may result in termination of services. Swearing, threats and other abusive language will not be tolerated and may result in account termination without refund.

14. Harassment Policy

FH has a zero harassment tolerance policy. Harassment can be defined as the following

- Direct Personal Insult
- Improper Language
- Excessive Phone and or Skype calls at unapproved times.
(Approved times are 9am - 8pm EST)
- Excessive use of “caps”

Any attempt to harass employee or client of FH is grounds for immediate termination without refund.

15. Email Policy

FH may send out emails throughout the year regarding promotions and ToS change(s). You may choose not to receive marketing emails or promotions by un-subscribing to them at the bottom of the email. Certain emails can not be unsubscribe to such as ToS changed. This is at the discretion of FH.

16. Bandwidth and other Overages

Each plan comes with a bandwidth limit, these are on a per plan basis. It is encouraged you have a billing agreement set up with your billing account, this allows us to automatically charge you for bandwidth, other overages and or charges. Fallout-Hosting will automatically charge you if you bypass your limit. If Fallout-Hosting can not charge you automatically we may limit your port to 100Mbps and or suspend all services until the invoice is paid. During this period of suspension your plan billing will continue and no extension will be given.

17. Billing Agreements

By default Fallout-Hosting has each client create a billing agreement when paying their invoice. By creating this agreement you agree to allow Fallout-Hosting charge your account at will for any due invoice and or overages. You understand you can cancel this agreement within Paypal™ at any time.

18. Chargeback Policy

At no time shall any current client or former client chargeback for any reason, if you have a problem or concern with your billing please contact Fallout-Hosting billing department via support ticket. If a client charges back, all services will be terminated without refund. Additionally if said client wishes to restart service they will be required to pay a 30USD processing fee and or sign a legal binding billing contact. Fallout-Hosting is not liable for any data loss due to termination on charge back.