

# AuroraHosts Terms of Service

Last modified: April 29, 2021.

The following terms outline the rules and regulations for the use of AuroraHosts' services and or products.

The following terminology applies to these terms of service. The terms "You", "Your", "Client" and or "Customer" refers to you, a client or customer who has accepted our terms of service and has a product or service with AuroraHosts. Whereas, "AuroraHosts", "Us", "We", "Ourselves" and "Our" refers to this company, AuroraHosts. The terms "Party" or "Parties" will be used to refer to both the client and ourselves.

When purchasing or using a service provided by AuroraHosts you are agreeing to these terms of service as well as our privacy policy. Should you choose not to accept the following terms, we reserve the right to revoke our services or you may cancel your services. These terms may be modified at any time at the discretion of AuroraHosts and will be effective immediately once listed at <https://aurorahosts.com/tos> unless an effective date is listed in the edited terms.

## 1. Usage Policy

- A. Our services may not be used in any illegal mannerism or mannerisms determined as harmful by AuroraHosts. These include but are not limited to: conducting denial of service attacks through our services, using the service as a front to trigger denial of service attacks or storing illicit data.
- B. Should it be suspected that your service is being used in an illicit manner, we reserve the right to look through your files for verification and cancel your service immediately without compensation if it is determined that your service is being used illicitly.
- C. Any products or services cannot be transferred to any other person without written consent from the owner through a ticket on the billing panel. The

new owner of the product or service will also be held accountable to pay the invoice and all ownership is relinquished from the previous owner.

AuroraHosts will not under any circumstance transfer ownership without this consent.

D. Once a product or service has been transferred to a different client, the previous owner may not regain ownership of the invoice or of the product or services' data. The new owner may, if they wish, give the previous owner access to their data. If the new owner wants to transfer ownership to a different person, they must abide to the previous subsection (1.C).

E. AuroraHosts is not responsible for any damages incurred by an illicitly used service.

## 2. Uptime SLA

A. We provide a 99% uptime service-level-agreement to clients. Which guarantees that a client's service will remain online for 99% of the month.

B. Should we fail to maintain this agreement, a 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 in a client's billing area or via email.

C. The amount or type of compensation a client is eligible to obtain can be observed in the compensation section (4.B).

## 3. Refund Policy

A. Any customer is eligible for a full monetary refund if it is requested within 12 hours of their first payment. Otherwise, a client may be credited if they provide valid reasoning, however this is at the discretion of AuroraHosts. Existing clients are also eligible if they request it within 24 hours of their latest recurring invoice.

- B. Any customer below the age of 14 needs parental permission to buy any service or product. This can be confirmed when the service is bought with a written statement from their parent(s) or legal guardian stating their approval for their child to buy a service or product from us. If a written statement is not given at the time of the payment, or within 24 hours of buying the service or product, the client will be ineligible for a refund.
  
- C. Any client who violates the AuroraHosts' Discord server's rules loses the right to receive a refund. Said rules can be found in the rules channel. This also includes being banned or kicked from the Discord server.

## 4. Compensation

- A. AuroraHosts will determine the amount of compensation a client can receive should they fall into the following cases. If a client does not fit into any of the following cases, we will not be obliged to compensate them and instead it will be at the discretion of AuroraHosts.
  
- B. Compensation can be obtained if we fail to maintain our uptime SLA (2). This type of compensation comes in the form of either credits to be used on future orders or a direct percentage-based reduction on their upcoming invoice. The amount of compensation a client can receive for this is at the discretion of an AuroraHosts director. However, if the client can provide reasonable evidence that they incurred a monetary loss due to their services or products being unavailable, they will be entitled to further compensation at the discretion of an AuroraHosts director.
  
- C. Compensation can be obtained due to loss of data only if said loss of data was caused by factors uncontrollable to the client or by AuroraHosts. These uncontrollable factors include but are not limited to: corruption of data on the server's physical storage or damage to the physical server. Compensation cannot be claimed for any data loss caused by another user. This type of compensation comes in the form of either credits to be used on future orders or a direct percentage-based reduction on their upcoming invoice. The amount of compensation a client can receive for this is at the discretion of an

AuroraHosts director. We strongly advise clients to backup their data regularly to avoid data loss.

- D. Compensation can be obtained for any issues that were caused by uncontrollable factors to the client or AuroraHosts if these issues caused a loss of progress, loss of revenue or other arguable damage. However, there are no other guidelines and it is at the sole discretion of an AuroraHosts director whether to provide compensation or not as well as the amount and type of compensation.

## 5. Cancellations

- A. Clients reserve the right to cancel their services at any time, nor refunds nor compensation is provided upon cancellation of a service.
- B. Upon a cancellation, a client loses their right to receive compensation for data loss and for their uptime SLA. The data of said client may also be deleted at any time after their cancellation.

## 6. Overdue Invoices

- A. Invoices are deemed, “overdue” once a client has not paid them for 3 days after its due date.
- B. Once a client’s invoice is deemed, “overdue,” their service will be suspended and they will lose access to it. Said client also loses all right to receive compensation for data loss and for their uptime SLA. Their data may also be deleted at any time after the invoice is deemed, “overdue.”

## 7. Reselling policy

- A. Reselling our services is permitted only by approved clients of AuroraHosts. To be approved, a client must notify an AuroraHosts director and be given written approval and permission.

- B. Upon reselling our services, the reseller takes full responsibility for the actions of his users. Our uptime SLA (2), compensation policy (4) and refund policy (3) do not apply to a reseller's users and are thus not eligible to receive any credits, money or compensation from AuroraHosts. Resellers are still accountable to uphold our usage policy (1) and if a user is found to be violating said policy, the reseller may have their service terminated at the discretion of an AuroraHosts director.
  
- C. Resellers are prohibited from soliciting and or advertising to existing clients of AuroraHosts. Any resellers found attempting to poach existing clients will be terminated immediately.

## 8. Fair Use Policy

- A. All unmetered game servers are soft capped to a limit of 35GB (35000MB) of server storage to prevent abuse.
  
- B. Storage and other mediums such as databases may only be used to store data pertaining to the game servers' intended use case. Violating this clause by storing data unrelated to the service's use case may lead to a termination of service.
  
- C. Violating the fair use policy may lead to a suspension of service or a termination and blacklist from our services.