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ExtraVM LLC
Terms of Service
Privacy Policy

7 **General Terms of Service & Abuse Points:**

- 8 • We have a 3 day (72 hour) refund period for VPS, Web Hosting, and Game Servers.
- 9 • Do not use our service for any purpose that has blatant malicious intent and may harm other
- 10 clients, this includes sending any form of Denial of Service attacks.
- 11 • Do not host illegal or “cracked” software on our service, this includes things like unlicensed
- 12 Teamspeak servers, but generally any software that has been modified to be used without
- 13 payment.
- 14 • Do not host Tor Exit nodes on our services.
- 15 • We do not allow online gambling/lottery websites.
- 16 • We do not allow software that intentionally maxes out all available CPU resources, such as
- 17 cryptocurrency mining software.
- 18 • Unsolicited email spam is not allowed in any form.
- 19 • We do not allow any form of “DoXing” or targeted harmful threats to be hosted on our service
- 20 or be initiated by our clients. This includes clients being affiliated with DoXing content or
- 21 harmful threats towards other individuals. This may include targeted and hateful content.
- 22 • We do not allow public or paid VPN services to be used on our network, unless it has been
- 23 agreed upon before the service is activated. These generally attract lots of unique attacks that
- 24 may harm other clients.
- 25 • We do not allow reselling VPS services or sharing accounts unless it has been agreed upon
- 26 before the service is activated. If you wish to give someone access to do tasks such as pay
- 27 invoices or open support tickets, you can add a “Contact” to your billing account.

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31 **TERMS OF SERVICE**

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33 Herein this document, all usage of the words "we", "us", and "our" refer to ExtraVM. The content of this
34 Terms of Service document is a legally binding agreement for any account holders with ExtraVM. We
35 reserve the right to terminate and cancel any client and service at any time, for any reason. Find the
36 document listings below for a description of our terms

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38 **Service Abuse**

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40 By using ExtraVM hosting services, you agree to not abuse systems or networks in any way that may harm
41 the usability of other client services, or harm outside networks or individuals. This includes but is not
42 limited to: hosting or distribution of malicious files, targeted harassment towards individuals (invasion of
43 privacy, including websites based around racism), outbound network attacks (DoS), copyright or
44 trademark infringement, piracy (including server license cracking, i.e. Teamspeak servers, forum
45 software), tor exit nodes, fraud, phishing, gambling/lottery sites, unsolicited e-mail spam, malicious
46 network scanning, public proxy or VPN services, cryptocurrency mining and other forms of resource abuse
47 that may cause harm to other clients. We do not impose hard limits on server load, however if a client
48 server is causing high load on a host system your server may be restarted or suspended until the client
49 can look into the problem. If you're on a shared service (virtual private servers or game servers), you may
50 not utilize 100% of allocated cores for an extended period of time, dependent upon the average load on
51 the system at the time. We do not impose hard load limits, so if you have software that may occasionally
52 use more than average it usually perfectly fine. If you run software that requires high CPU usage on a
53 constant or unusual basis, please contact us beforehand. CPU cores allocated to virtual machines are not
54 dedicated physical cores. "vCPU" is an allocated core/thread on a server for the client virtual machine.
55 You can utilize all resources of vCPU at any time with no limitations.

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57 **Refunds and Cancellations**

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59 Refunds may be granted within three days (72 hours) of the activation of your private server, web hosting,
60 or Minecraft server purchase. Dedicated Servers are non-refundable. Some payment methods such as
61 ones through PaymentWall cannot be refunded due to payment processor limitations. Refunds will only
62 be sent through the original payment processor used. Cancellation Requests must be submitted through
63 the automated "Cancellation Request" page on your service page or by requesting it via a support ticket.
64 If a service is overdue on payment, the service can be terminated at any time. Automatic overdue
65 terminations are typically done 96 hours after the service has gone overdue on payment. We are not
66 responsible for reminding you to pay invoices, you must keep records of your due dates and pay invoices
67 on time to avoid interruptions.

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69 **Data and Account Responsibility**

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71 You, the client, are responsible for the data on your server. We cannot be held responsible for any data
72 loss that may occur while using our services. In the event of data loss due to hardware incidents or other
73 catastrophic issues, we will attempt to restore from internal backups, but this is not guaranteed. You are
74 responsible for the actions that occur on your service.

75

76 **Automated Backups**

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78 We may provide free automated data backups for certain services, if so, these are taken solely for
79 administrative purposes such as disaster recovery and as so, we do not provide continuous access to these
80 backups for client-end data issues. We may provide one or two restores each month upon request,
81 additional fees may apply for admin time regarding backups and restores.

82

83 **Affiliates**

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85 Our affiliate system is aimed at providing clients a chance to receive account credits or funds for referring
86 new customers. Affiliates can request commission payout to a PayPal account or to their ExtraVM credit
87 balance. Direct SEO marketing or blatant attempts to rank higher than our own advertisements or falsely
88 representing ExtraVM is not allowed. All billing issues relating to affiliate accounts must be reported to us
89 within 14 days. We will process affiliate payouts within 24 hours upon withdrawal request. Affiliates
90 receive recurring commission for orders through their affiliate link, this means if a client purchases a
91 service and pays for three months, the affiliate will receive commission for each month. We reserve the
92 right to modify the affiliate commission at any time.

93

94 **Payment Chargebacks**

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96 Credit card chargebacks and other payment processor disputes are prohibited and may result in
97 immediate termination of services without warning. If you have a concern with payments made, you must
98 contact us via a support ticket or by emailing us, you will otherwise be ineligible for any refunds that may
99 be requested.

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101 **Account Privacy**

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103 We reserve the right to close new accounts that have blatantly false billing information, such as email
104 address or billing address. We require accurate information when processing PayPal and debit or credit
105 card payments. We collect information at the time of registration and ordering including full name, email
106 address, billing address and phone number. All information is used solely for transaction purposes and to
107 provide better service to you upon support requests. All billing and data transactions are sent via SSL.

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110 **PRIVACY POLICY**

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112 **Client Information**

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114 Client information such as first and last name and e-mail address are never shared with third parties,
115 commercial or individual. Basic account information such as name and IP address may be compared
116 against a third party database at time of registration to combat fraudulent orders. Client accounts are
117 kept indefinitely for transaction logging purposes but can be removed upon request after 1 month of the
118 account not having any active services. Information may be provided to law enforcement if proper lawful
119 and legal court order is provided.

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121 **Client Service Data**

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123 Information hosted on our servers by clients will never be accessed, saved, or modified by any ExtraVM
124 representative without initial notification to and consent of the client, unless client requests technical
125 support prior that may require accessing server data; excluding any offered automated backups. Client
126 data included in automated backups is removed after 7 days of being stored (typically Sunday), including
127 when a service is cancelled by client. Client server data backups are not accessible by technical support or
128 billing representatives, escalation of data request for service restoration purposes only, must be passed
129 to management.

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132 If you have a question or concern, please email sales@extravm.com