

## **Terms of Service**

Please read our Terms of Service before purchasing hosting. Additionally, please consult the AUP (Authorised Use Policy) and our Privacy Policy. If you are in doubt about any of the Terms of Service, please contact us. Failure to comply with our terms will result in the suspension of your hosting account or service. By breaking our terms of service you understand that we are not responsible for your data and that we may charge you in order to retrieve backups.

Users (Customers, visitors, hostees, service providers) who do not follow rules and regulations could find their entire website removed and/or deleted, possibly without prior notice. The interpretation of these guidelines is at the sole discretion of FuseVPS. FuseVPS withholds the right to refuse service to any person at any time.

## **100% Network Uptime Guarantee**

At FuseVPS, we guarantee 100% network uptime. If we do suffer any network downtime, customers will be reimbursed 10% of their monthly hosting bill per every hour of downtime. If there is less than one hour, the refund will be calculated by the percentage of downtime compared to the entire month.

A ticket should be submitted within 3 days after the suspected downtime. A credit will then be placed on the account to go towards future invoices. Paypal refunds can be placed, but a 5% deduction on the refund will be charged for a service fee. Further information can be found on our Service Level Agreement page.

## **Cancellation**

All cancellation notices should be submitted one week before an invoice is due to avoid any additional fees. Cancellation must be done through our billing panel. No cancellation requests can be submitted by email or live chat support. FuseVPS reserves the right to suspend, cancel, or terminate an account without any notice.

## **Contact Information**

Information provided in initial signup must be accurate – name, email, address, telephone number, etc. If it comes to our knowledge that any information is incorrect, FuseVPS has the right to suspend your account without prior notice.

## **Refunds**

All services, other than hybrid and dedicated servers, are subject to refund at the sole discretion of FuseVPS. Setup-fees, licensing costs, add-ons, and any other additional fees on top of a primary service are non-refundable. Refunds, other than network uptime, are never guaranteed. Downtime, unrelated to the network, caused by staff is subject to refund. But if client is at fault, downtime is non-refundable.

## **Scheduled Maintenance**

FuseVPS is constantly taking measures to ensure your service is better than ever. While every attempt to contact clients of scheduled maintenance, it is not always possible to notify clients if

upgrades or hardware replacement are needed urgently.

### **Indemnification**

If any content or actions produced by a client result in a lawsuit against FuseVPS, the client is responsible for the costs. Not only are they responsible for the judgment or settlement of the case, they are also financially responsible for reimbursing FuseVPS for legal representation and other costs at the sole discretion of FuseVPS.

### **Content**

You agree that FuseVPS has the right to remove or modify any page(s), at its sole discretion without seeking permission from the client. Appropriate measures, including legal action and disclosing information to law enforcement authorities, may be taken to hold FuseVPS harmless for any loss, claim, damages and expenses related to the violated terms. By submitting your pages, you agree to all the above terms.

Adult content is allowed on all FuseVPS servers if it abides by US state law, meaning only legal adult content is allowed. In order to publish adult content on our servers, you must be at least 18 years old, or the age of majority considered by your local authority. You must also provide a gateway to your website, warning users of the content that they will face and that they are of the appropriate legal age. If a site is found in breach of these terms then it will be removed and reported to the appropriate authority who will pursue legal action.

Proxy content is allowed on FuseVPS's proxy hosting, managed virtual private servers, hybrid servers and managed dedicated hosting. We only allow the support of PHP Proxies, CGI Proxy scripts are forbidden for fair usage reasons. We expect proxy owners to take appropriate action to prevent abuse that may damage their website, the server that they are hosted on and any other attack originating from a FuseVPS server through their proxy. Proxy servers, such as SOCKS, are not allowed without the expressed written permission of FuseVPS's Chief Technical Officer, who can be contacted through a regular support ticket. If you host a proxy, you are liable for all damages as explained in 'Indemnification' section of these terms.

### **Laws**

Not only do clients have to abide by United States and Texas Law, the customer agrees to abide by local, state, and federal laws in the location that they reside. By signing up for a service on FuseVPS, customer verifies that he is knowingly not on any watch or wanted list in any local, state, or national government.

Clients have the responsibility to resolve all DMCA complaints within 48 hours of FuseVPS sending the complaint to the email on file. FuseVPS have no responsibility to confirm that emails are successfully received. Clients should be aware that FuseVPS reserves the right to charge for the resolution of any DMCA complaints and related legal fees.

### **Personal Information**

FuseVPS is the registered data controller for all data associated with the service that is

provided. This includes all forms of server logs, IP addresses and billing information. Under data protection laws, the client can request the removal of their personal information in our secure billing system after 12 months of closed service. By agreeing to our terms, you give FuseVPS permission to hold this data at it's own discretion. It is FuseVPS's policy not to collect or maintain information at our web sites from those we actually know are under 13 and no part of our web sites is structured to attract anyone under 13.

### **Non-Payments**

Failure to make the payments due on the anniversary billing date is in direct violation of the Terms of Service. Service will be suspended after the third overdue notice is sent. FuseVPS will make every attempt to keep files for 10 days after payment is due, but no guarantees are made, especially on dedicated servers. FuseVPS have the right to charge clients a late fee, reactivation fee and termination fee of an undetermined value due to non-payment.

By signing up for a service, you agree to these terms and conditions and acceptable use policy.