

Terms of Service for Realms Hosting

Effective Date: 24/05/2023

Welcome to Realms Hosting! These Terms of Service (the "Agreement") outline the terms and conditions that govern your use of our game server hosting services. By accessing or using our services, you agree to be bound by this Agreement. Please read these terms carefully before proceeding.

Definitions

1.1. "Realms Hosting," "we," "us," or "our" refers to Realms Hosting, the Game Server Provider (GSP) offering game server hosting services.

1.2. "Services" refer to the game server hosting services provided by Realms Hosting, including the software, hardware, network infrastructure, and related components required for hosting game servers.

1.3. "User," "you," or "your" refers to any individual or entity accessing or using our Services.

Account Creation and Usage

2.1. Eligibility: To use our Services, you must be at least 18 years old or have the necessary legal capacity to enter into this Agreement on behalf of an entity. By creating an account, you represent that you meet these requirements.

2.2. Account Registration: You agree to provide accurate and complete information when creating an account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

2.3. Prohibited Activities: You shall not engage in any of the following activities while using our Services:

- a) Violating any applicable laws or regulations;
- b) Infringing upon the intellectual property rights of others;
- c) Engaging in any activity that may disrupt or interfere with the operation of our Services or network;
- d) Transmitting or storing any illegal, harmful, or offensive content;
- e) Using our Services for any illegal or unauthorized purposes;

f) Attempting to gain unauthorized access to any system, network, or data;

g) Engaging in any form of harassment, spamming, or sending unsolicited messages;

h) Misrepresenting your identity or affiliation with any person or entity.

2.4. **Suspension or Termination:** We reserve the right to suspend or terminate your account or access to our Services if we determine, in our sole discretion, that you have violated any provision of this Agreement.

Service Provision

3.1. **Service Availability:** We strive to provide uninterrupted access to our Services. However, we cannot guarantee that the Services will be error-free, secure, or available at all times. Maintenance, upgrades, or other technical issues may require periodic downtime.

3.2. **Game Server Management:** Realms Hosting provides tools and interfaces to manage your game servers. You are responsible for configuring and managing your game servers, including game-specific settings, mod installations, and content uploads.

3.3. **Third-Party Software:** Realms Hosting may provide support for certain third-party software, plugins, or modifications. However, we do not guarantee compatibility with all third-party software or the performance of such software on our Services.

3.4. **Data Backup:** Realms Hosting regularly backs up server data as a precautionary measure. However, you are solely responsible for maintaining up-to-date backups of your game server data. We recommend regular backups to safeguard against data loss.

3.5. **Resource Usage:** You agree not to misuse or overuse our Services or the underlying resources. Excessive resource usage, including CPU, RAM, or bandwidth, may result in temporary or permanent restrictions on your account.

Payments and Billing

4.1. **Pricing and Payment:** The pricing for our Services is outlined on our website or as otherwise communicated to you. You agree to pay all fees associated with your use of our Services as specified in our pricing structure. Payments may be made through the available payment methods.

4.2. **Billing and Renewals:** Services are typically billed on a recurring basis, as specified during the order process. Failure to pay the applicable fees may result in the suspension or termination of your account.

4.3. Refunds: We offer a refund policy based on the terms specified on our website. Refunds, if applicable, will be provided in accordance with our refund policy.

4.4. Initial Purchase: We offer refunds for the first 48 hours after the initial purchase of our Services. If you are dissatisfied with the Services within this period, you may request a refund by contacting our customer support. Refunds requested after the initial 48-hour period will not be processed.

4.5. Exclusions: Please note that we do not offer refunds for upgrades, location transfers, configurable options, or funds added into the client wallet. Additionally, any over-payments made due to failure to cancel your subscription with PayPal or Stripe will be non-refundable.

Please review this section carefully before proceeding with your purchase, as it outlines the specific circumstances in which refunds are or are not available.

Intellectual Property

5.1. Ownership: You retain all ownership rights in the content and data you upload or transmit through our Services, including any game server configurations, settings, mods, or other related content.

5.2. License Grant: By using our Services, you grant Realms Hosting a worldwide, royalty-free, sublicensable, and transferable license to host, reproduce, distribute, and display your content solely for the purpose of providing the Services.

5.3. Data Privacy: Realms Hosting respects your privacy and is committed to protecting your personal data. Please review our Privacy Policy to understand how we collect, process, and store your data.

5.4. Data Security: We implement reasonable security measures to safeguard your content and data hosted on our servers. However, it is important to understand that no method of transmission or storage can guarantee absolute security. You are responsible for taking appropriate measures to protect and back up your content and data.

5.5. Data Retention: Realms Hosting retains your content and data for as long as necessary to provide the Services and fulfil our legal obligations. Upon termination of your account, we may delete or anonymize your content and data, subject to any legal requirements or legitimate interests.

Please note that while you retain ownership of your content and data, you grant Realms Hosting certain rights to facilitate the provision of our Services.

Limitation of Liability

6.1. Disclaimer: Realms Hosting provides the Services "as is" and disclaims all warranties, whether express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.2. Limitation of Liability: To the maximum extent permitted by applicable law, Realms Hosting shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use or inability to use our Services, even if advised of the possibility of such damages.

Indemnification

You agree to indemnify, defend, and hold Realms Hosting, its affiliates, officers, directors, employees, and agents harmless from and against any claims, losses, damages, liabilities, and expenses arising out of or in connection with your use of our Services or any violation of this Agreement.

Amendments and Termination

8.1. Amendments: Realms Hosting may modify this Agreement from time to time by posting the revised terms on our website or notifying you through other means. Your continued use of our Services after such modifications constitute your acceptance of the updated Agreement.

8.2. Termination: Either party may terminate this Agreement for any reason by providing written notice to the other party. Termination will result in the cessation of Services and the removal of your account and data from our systems.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The United Kingdom. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of The United Kingdom.

General Provisions

10.1. Entire Agreement: This Agreement constitutes the entire agreement between you and Realms Hosting concerning the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, or representations.

10.2. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

10.3. Waiver: The failure of Realms Hosting to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

Trademark:

11.1. Realms Hosting Trademark: "Realms Hosting" is a registered trademark owned by Realms Networking LTD. The use of the "Realms Hosting" name, logo, or any associated trademarks without prior written permission from Realms Networking LTD is strictly prohibited.

Please refrain from using our trademark or any associated intellectual property without obtaining proper authorization from Realms Networking LTD.

If you have any questions regarding the use of our trademark or need permission for any specific use, please contact us at [Insert Contact Information].

Thank you for your understanding and cooperation.

Note: It is recommended to consult with a legal professional to ensure that the usage of trademarks complies with applicable laws and regulations.

Confidentiality:

12.1. Confidential Information: Realms Hosting and the User acknowledge that during the course of using our Services, each party may have access to certain confidential and proprietary information ("Confidential Information") of the other party. Confidential Information includes, but is not limited to, trade secrets, technical information, business plans, customer data, and other sensitive or proprietary information.

12.2. Obligations: Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose or use such information for any purpose other than as necessary to fulfil their obligations under this Agreement.

12.3. Exceptions: The obligations of confidentiality shall not apply to information that:

- a) Is or becomes publicly available without breach of this Agreement;
- b) Is rightfully obtained from a third party without any obligation of confidentiality;
- c) Is independently developed by the receiving party without reference to the disclosing party's Confidential Information;

d) Is required to be disclosed by law, regulation, or court order. In such cases, the party subject to the requirement shall provide prompt notice to the other party to enable them to seek a protective order or other appropriate remedy.

12.4. Survival: The obligations of confidentiality shall survive the termination or expiration of this Agreement and shall remain in effect for a period of [insert duration] following such termination or expiration.

Both parties agree to take reasonable measures to protect the other party's Confidential Information and to only disclose it to their employees or agents who have a need to know and are bound by obligations of confidentiality.

If you have any further questions or concerns regarding confidentiality, please contact us at support@realmshosting.com

Note: It is recommended to consult with a legal professional to ensure compliance with applicable laws and regulations related to confidentiality and the protection of confidential information.

By using our Services, you acknowledge that you have read, understood, and agreed to be bound by this Terms of Service Agreement. If you do not agree with any provisions of this Agreement, you should not use our Services.

If you have any questions or concerns regarding this Agreement, please contact us at support@realmshosting.com

Thank you for choosing Realms Hosting as your Game Server Provider!