

# Silver Hosting Network, LLC

## **Terms Of Service**

Revised: 11/06/2022

The following Terms are to be followed when in the possession or affiliated with any product from Silver Hosting Network, LLC or by accessing our <u>site</u>. Violation of any of these terms can result in a ban and/or termination of your service/product without notice. Ban appeals can be put in by contacting us. In the process of banning, there will be no refunds conducted. This is nonnegotiable. These terms are bound to change, and we reserve the right to change them. Throughout these terms, Silver Hosting Network, LLC will also be represented by SHN.

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## **Refund Policy**

We may, but are *not* required to refund a service within 48 hours.

- You have had nothing but trouble with your first service and we were unable to resolve it.
- You chose the wrong product and would like to switch to a different service from SHN.

These examples are not guaranteed. If a client matches one of these examples, that does not mean SHN is required to give a refund. If a refund is issued, it will be offered in a gateway by choice of SHN, or by in-store credit. If the client and or customer is unable to use this chosen gateway, SHN will use in-store credit on the website instead by default.

# Pricing & Payments

### Price Changes

Silver Hosting Network, LLC reserves and has every right to change a billing condition, description and/or status for a service. This applies to every service offered on the website. Price changes will take effect onto existing clients on the next billing cycle, if chosen by SHN. Otherwise, existing clients will remain the same unless they change the product configurations, (E.G Client upgrades VPS to a different Tier, such as Tier 1 to Tier 2).

#### **Promotions**

Special Offers, discounts or promotions come out from time to time. Not every promotion is applied to each service offered. In that case, a client or new customer may only apply a discount to a service that the promotion is linked to. SHN reserves the right to remove a promotion, discount or special offer from a client's service with or without reason.

Creating multiple accounts on the website to take advantage of a promotion is strictly prohibited. If a user and or client is caught doing so, all the products will be transferred to the main user account without the promotion. Else, the user will get blacklisted and banned, and all services will be terminated without refund.

### Chargeback / Payment Disputes

When purchasing any service/product from SHN, you agree to not chargeback. Any chargeback and or billing dispute will result in the client's service being suspended and or terminated instantly. Once resolved, the client's service may be unsuspended or re-created if we, SHN find the outcome fair, and or reasonable.

# Virtual Private Server (VPS)

### <u>Content</u>

When renting a VPS from Silver Hosting Network, LLC, you may not have the following content on your rented machine. If you are caught with any of this content, you will be terminated immediately with no refund.

- Illegal copies of products..
- Nudity or any pornographic content.
- Email Spamming.
- Systems to hack into other networks, websites, etc.
- Any type of spam aimed to hurt something.

### <u>Usage</u>

We strictly prohibit the following: cryptocurrency mining, email spamming, brute force attacks, outbound DDoS, CPU mining, Runescape, and Traffic Exchange. Doing any of these actions will result in immediate termination of your service, and a blacklist from SHN.

If a client/customer is caught using any sort of system to bypass limits put on your server (E.G RAM, CPU Cores, Storage, Network Speed Limits, etc) your server is subject to being terminated without refund.

If you are doing anything that breaks the LAW, then you will be terminated from using any service from Silver Hosting Network, LLC, and will NOT be refunded.

### <u>Checks</u>

When renting a VPS from Silver Hosting Network, LLC, we will not log on to your VPS without you knowing. We will log on if we suspect something illegal going on, which you would be notified about. We also reserve the right to log on if we believe you are breaking TOS.

## Game Servers, Discord Bot, TeamSpeak Hosting

#### <u>Content</u>

Silver Hosting Network, LLC provides Game Servers, Discord Bot hosting, and TeamSpeak hosting for just that. In these services, the client is given a free panel to login, and manage the service, specifically the file manager. The file manager is used to upload and or transfer files for that specific Game or Discord Bot. Content that isn't relevant to that specific service shall not be uploaded to the file manager. The storage linked to the clients service is for just that, the service and not personal assets or personal files. If a client is caught abusing the file manager for the service, they will get either a temporary suspension and or permanent termination without refund. The user would be notified of either outcome.

#### <u>Checks</u>

Silver Hosting Network, LLC reserves the right to browse through a client's file manager for the Game Server, or Discord Bot without the client's knowledge. This is done as a sweep, to check for TOS violations aimed at the "Content" section above.

## Shared Web Hosting

#### <u>Content</u>

Shared Web Hosting is a service offered to host websites. SHN reserves and has the right to terminate a service and account for one of the following reasons, but is not limited to these reasons:

- Abuse of the machines either intentional or due to improper coding
- Committing or Promoting any type of illegal activity including fraud, mailbombing, denial of service attacks, storing and/or housing and/or linking to illegal content, including but not limited to, "warez", "hacking"/"cracking"/"key generators".
- The Services to traffic in illegal drugs and/or obscene materials.

- The Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party.
- Additionally, Silver Hosting Network, LLC reserves the right to terminate your account if at any time your site has pornography and/or nudity of any kind, including but not limited to, adult pornography, Anime, child pornography, "adult content" and/or the written word of a sexual nature.
- Use of ad-servers, attempts to circumvent quota systems owned by 'nobody', certain podcasting or video sites, use of torrent software, proxies, excessive resource usage or 'core dumping'.
- Attempts to circumvent any of our security policies, procedures or systems.

As stated above, these are main examples to why a client's service would be terminated, but SHN is not limited to these examples. Silver Hosting Network, LLC uses shared hosting technology to host your site. Due to the nature of shared hosting and the ability for a client, as an individual user of a shared environment, to adversely affect other users, SHN reserves the right, at any time, to take action to prevent a client from harming the servers, networks, or other users. Action may include suspension, site modification, blocking of access, rerouting of domains or IPs, and other actions.

#### <u>Checks</u>

Silver Hosting Network, LLC reserves the right to browse through a client's file manager and service alone without the client's knowledge. This is done as a sweep, to check for TOS violations aimed at the "Content" section above.

# **Dedicated Servers**

#### <u>Content</u>

Dedicated Servers are offered to customers for a better experience over a VPS. This service can be used for just about anything that doesn't, A) Break our TOS or others & B) Break the Law. If you are caught with any of this content, you will be terminated immediately with no refund.

- Illegal copies of products.
- Nudity or any pornographic content.
- Email Spamming.
- Systems to hack into other networks, websites, etc.
- Any type of spam aimed to hurt something.

### <u>Usage</u>

We strictly prohibit the following: cryptocurrency mining, email spamming, brute force attacks, outbound DDoS, CPU mining, Runescape, and Traffic Exchange. Doing any of these actions will result in immediate termination of your service, and a blacklist from SHN.

If you are doing anything that breaks the LAW, then you will be terminated from using any service from Silver Hosting Network, LLC, and will NOT be refunded.

#### <u>Checks</u>

When renting a Dedicated Server from Silver Hosting Network, LLC, we will not log on to your Server without you knowing. We will log on if we suspect something illegal going on, which you would be notified about. We also reserve the right to log on if we believe you are breaking TOS.

## <u>Data Backup</u>

Silver Hosting Network, LLC is not responsible for your data backups. It is up to the client to backup and store data. If data loss occurs, the user is completely responsible for recovering his/her data.

### Late Payments

Silver Hosting Network, LLC sends invoices seven days before the due date. If a client does not pay within the seven days before, and three days after, the client is subject to have a 10% late fee added to the active invoice. If the payment fails to be paid three days after the due date, the service will be suspended. Seven total days after the invoice is due, the service will be completely terminated and all client data within the service will be deleted.

## <u>Affiliates</u>

Silver Hosting Network, LLC offers an affiliate program. Any user with an account on the website is able to sign up. The affiliate program gives users a chance to make money by referring people. The user can login to the affiliate dashboard and get the link to share. When a user gets someone to purchase off of the link they gave, they get a % of that

purchase. Which shows up in the panel. Any affiliate can withdraw that money they have earned once the account reaches \$20.

At no point should a user create an affiliate account and try to use it for themselves. If this is caught, that user will be banned, blacklisted, and have any active service terminated without refund. Doing this is simply taking advantage of the affiliate program, which is not the intention.

# Reselling

Silver Hosting Network, LLC by default does not grant permission for a user to resell his/her product. No user is allowed to purchase a service from SHN and sell it as if it is their own, for a profit. This rule applies to any product purchased from SHN. The only time this may not be the case, is if the product is listed as a "Reseller Program", such as Reseller Web Hosting.

If a user is caught reselling one of SHN's products, that user's product will be terminated without refund and possibly terminated without notice after an investigation. The user's service/product may also be temporarily suspended for an investigation. Possible legal action will be taken as well. That user will also be blacklisted from purchasing from SHN again. If this user believes that SHN was incorrect about them, then they can send an email to support@silverhostingnetwork.com.

# Age Limitations (COPPA)

Silver Hosting Network, LLC requires any and all users, clients and buyers to be the age of atleast 13 years old. This is to follow Children's Online Privacy Protection Rule (COPPA). Any user found to be under the age of 13 will have their account terminated/suspended. All client data will be deleted as well.

# <u>Termination</u>

Silver Hosting Network, LLC, reserves the right to terminate service/product at any time without reason. All violations are subject to termination without notice. By agreeing to these Terms of Service, you agree to follow all rules of conduct and acceptable behavior. If you feel you have been terminated unfairly, you have the right to appeal within thirty days of the termination. Send your discord name, screenshot for the termination email, and reason for appeal to support@silverhostingnetwork.com.