



Terms of Service

Last Revised: 10/18/2024

These terms of service are an agreement between you, the customer, (including you, and any agents or representatives authorized by you), which may heretofore be referred to as "you", "your", "customer" or "user", and Storm Server Hosting LLC, which may heretofore be referred to as "we", "us", "our", " Storm Server Hosting LLC ", or "<https://stormserverhosting.com>". This agreement covers the services offered by Storm Server Hosting LLC and used by or purchased by you. The services generally fall in the category of website server hosting, and may be referred to interchangeably as dedicated servers, dedicated hosting, server hosting, website hosting, network connectivity, internet bandwidth, internet traffic, server management, or other applicable or similar terms. Using a service from Storm Server Hosting LLC, you agree and accept the Terms of Services given by the provider.

Changes

These terms of service may be changed by Storm Server Hosting LLC from time to time, with or without notice to the customer. Any changes to the terms of service is effective immediately upon being revised, and supersedes any former terms of service revisions. All customers are subject to follow newer revisions regardless of when services were purchased.

Billing Terms

Refund Policy:

Storm Server Hosting LLC does not offer any refunds for our products whatsoever except in very limited circumstances, such as duplicate charges or incorrect billing amounts. In the event there is a billing error, it is up to the customer to reach out and fix it with us within 3 days. We do not monitor invoices 24/7. Failure to do so forfeits any adjustments/credits/refunds for the error.

Method of refund:

Refunds for billing errors will be made to the original method of payment (PayPal or Debit Card [Stripe]). For all other requests, we can issue a credit to your client account balance, for use with future purchases. Storm Server Hosting LLC has the right to refusal of refund on any circumstances.

Payment Criteria:

Storm Server Hosting LLC only accepts payments through Stripe and PayPal. We reserve the right to run a fraud check against your provided billing information and will automatically decline any payment attempts that we believe to be fraudulent. A customer is allowed to have their service paid for by another individual/entity (i.e family, friend, company). However, said individual/entity is also liable for said service, and agrees to the terms of service outlined by Storm Server Hosting LLC.

Service Period:

Storm Server Hosting LLC offers services with billing cycles from month-to-month, up to annually (12 months). There is no contract for service, and the customer is not locked in. Customers can request cancellation at any time in the client portal. Storm Server Hosting LLC will not issue refunds/credit for unused time of their service.

Cancellation notice:

Users may cancel their service at any time during the month, or schedule with us a specific time when service should be discontinued. In order to avoid being charged for service you do not want, be sure to cancel any automatic payments you may have set up and provide us as much notice as possible prior to cancellation. **If the customer fails to cancel any automatic subscriptions for their service(s), any automatic payments received will not be refunded under any circumstances.**

Invoices:

Invoices will be sent out approximately 14 days before the service is due to rebill. Any services not paid for by the start of the monthly billing cycle are at risk of suspension or termination. Invoices are automatically attempted to be captured 3 days prior to the due date in order to avoid charging late fees and service suspension. Storm Server Hosting LLC may manually capture past due invoices without prior notice to rebill using any of the saved payment methods on file. Storm Server Hosting LLC will attempt to make contact to any of our customers who have an overdue invoice within seven days of the due date before resulting in termination. Storm Server Hosting LLC offers invoice support to our customers on a case-by-case basis however it is the customers responsibility to get in contact with Storm Server Hosting LLC. We may charge additional fees for data retrieval for a service with an overdue invoice on a case by case basis.

Payment Disputes:

If a billing dispute / Chargeback such as but not limited to PayPal dispute / Chargeback is raised, the billing account will be suspended until the dispute / chargeback has been resolved. This

includes all services associated with the billing account. By submitting a payment, you agree to our Terms of Service.

Termination:

Storm Server Hosting LLC reserves the right to terminate your service(s) upon any violation of these terms, or any other basis if deemed needed and no refund, or credit will be given. Services which are suspended for non-payment are subject to being terminated 7 days after the renewal invoice is due.

Reselling:

Storm Server Hosting LLC prohibits reselling of any of our products or services. No profit can be made by using/distributing any of our products. Violators of this can and will face legal action.

Prices

Price Changes:

Storm Server Hosting, LLC reserves the right to change prices for services at the start of a customer's next billing cycle for that service. Due to the declining prices of bandwidth and computer hardware, we anticipate that price increases generally will not be necessary.

However, events outside of our control, such as prices charged to us for software licenses, power, space, or labor, or due to changes in regulations, taxes, fees, or other costs of doing business, are unpredictable in nature and may at some point require raising rates unexpectedly.

Prices valid for new orders only:

Our pricing regularly varies due to our stock on hand and these prices are adjusted on a regular basis as necessary to clear excess inventory or to intentionally slow sales as stock levels dictate. Because of this, any prices listed on our website, in special offers, or given as quotes to specific customers, are valid for new server orders only and may not be applied to existing orders.

Special Offers:

Special promotional pricing may be offered to specific existing or potential customers, or specific groups of potential or existing customers, from time to time, on a case by case basis, considering the economics of the particular situation and our business goals at that time. As such, offers made to specific customers, specific potential customers, or specific groups of customers or potential customers, are only valid for those customers the offer is made to, and may not be applied to existing or new orders by any other person or group.

Bandwidth Policies

Unmetered usage:

Some services provided by Storm Server Hosting, LLC include unmetered bandwidth. This means that there are no overage charges and no monthly usage limits, and the customer may use as much bandwidth as their port speed will allow, 24/7 if they want to. Unmetered bandwidth is normally expected to be available to the customer at the full port speed that they are purchasing, but is not dedicated or guaranteed to operate at that full speed at all times.

Metered usage:

Some services provided by Storm Server Hosting, LLC include metered bandwidth. This means that a customer will be given an allowed monthly transfer limit, along with a port speed which is capable of exceeding this monthly limit if it were to be used at its maximum speed continuously. The customer recognizes that it is their responsibility to stay within this transfer limit to avoid any overage charges. For customers who exceed their bandwidth allotment, they will be asked to upgrade to a higher plan that will accommodate their increased usage levels. Failure to stay within the specified transfer limits, combined with a refusal to upgrade to a higher service plan, may result in the server's connection speed being limited, or the service being suspended. Bandwidth is metered outbound from the server to the internet. Inbound traffic (from the internet to the server) is not counted against a customer's transfer limits.

Contact Information

Storm Server Hosting LLC may (but is not obligated to) contact the customer using any available contact information, in order to inform them when any billing, technical, or administrative issue may cause service interruption or other problems, to notify the customer of any abuse complaints or legal actions that need resolution, or to notify of important service changes, such as changes to the terms of service. For this reason, we require that the customer maintain a working phone number and email address on file with Storm Server Hosting, LLC, and that the customer make sure that their spam filters do not block emails from Storm Server Hosting, LLC. Storm Server Hosting LLC will not share this contact information with outside parties, except as required by law, as required in order to provide the agreed upon services, or at the request of the customer.

Data Request Policies

Storm Server Hosting, LLC is a strong advocate for privacy. We cannot and will not share customer or account information without our customer's express consent except under limited circumstances when required by law or legal process properly served to Storm Server Hosting, LLC. If you are seeking such information, here is what you need to know: You may submit a valid subpoena, court order, search warrant or preservation request to the following:

Email: privacy@stormserverhosting.com

Please address all correspondence with attention to Jared Lima, President. Please include the following information in all data requests:

- First and last name of the customer and email address associated with the account
- VPS IP address associated with the account/service

Storm Server Hosting, LLC may not be able to respond to a request without the above information.

Fees:

Storm Server Hosting LLC may seek reimbursement for costs in responding to requests as provided by law and may charge additional fees for costs in responding to unusual or burdensome requests.

Content Policies

Content Monitoring:

The content and type of usage of the service is not regularly monitored for violation of these terms or of applicable law. In the course of performing other duties related to operating Storm Server Hosting LLC, we may become aware of activities that are in violation of this agreement or applicable law. Upon noticing or being informed of these violations, we may take appropriate action, which, depending on the nature of the infraction, may include a warning, temporary or permanent service suspension, or, in cases of exploitation of children or other serious crimes, notification to the proper authorities. Even if we become aware of a specific violation, this does not obligate us to regularly monitor for future violations by the same customer or any other customer, as we do not have the resources nor the authority to regularly monitor customers in this way. We may, however, monitor the quantity of resources used, such as bandwidth, ram, CPU time, disk space, disk i/o and other statistical information, to ensure proper billing, capacity planning, and service reliability. **If a customer is using Storm Server Hosting LLC as their service for game hosting, the illegal distribution and possession of paid**

and/or private assets is not allowed and will result in immediate termination of services without refund.

Data Backups:

The client is liable to make their VPS Server backups and to store them on their personal computer. Storm Server Hosting LLC does not provide any backup services. Should any data loss occur, it is the responsibility of the customer to ensure they have a recent backup of their data to restore, and safeguard.

Operating Systems:

The client is free to use any Operating System they choose. This includes Linux and Windows. If the client requests to use Windows Server, they can use an evaluation license to try it for their intended use. Afterwards, the client must purchase a license for their edition of Windows Server.

Adult content:

All legal adult content is prohibited, no exceptions will be made.

Bit Torrent:

Usage of BitTorrent is prohibited, including running trackers, clients, or websites for noncopyrighted-infringing material. Laws regarding copyright infringement will apply, according to applicable US law. Frequent or unresolved DMCA complaints regarding BitTorrent usage may be grounds for service suspension.

IRC:

Because IRC usage attracts a disproportional amount of denial of service attacks, the Storm Server Hosting LLC network does not allow usage of IRC clients, servers, bots, or other IRC technology. Customers who are found to be running IRC servers, clients, or bots, may have their service suspended, temporarily or permanently, at the discretion of Storm Server Hosting LLC. Customers who knowingly run IRC servers, clients, or bots, which are targeted by DoS attacks, may have their service permanently suspended without refund, at the sole discretion of Storm Server Hosting LLC.

Proxies:

Proxies which are not the cause of frequent or unresolved abuse issues are prohibited. Customers who operate proxies which are subject to repeated and disproportionate levels of abuse may have their service suspended. STORM SERVER HOSTING LLC will not "rotate" or otherwise frequently change IP addresses on request for proxy operators.

TOR Relays:

We do not allow the use of our network to operate ToR relays.

Bot Nets:

The usage of botnets on our networks are strictly prohibited. Customers that are found using their server for this purpose will be banned/blacklisted and will have their service terminated immediately with no prior warnings.

Email Spam:

Sending out mass spam emails is prohibited on our services. Customers that are found using their server for this purpose will be banned/blacklisted and will have their service terminated immediately with no prior warnings.

Abuse Policies

Account Usage:

Accounts, passwords, and other private information are provided for customer's use only. The customer is responsible for any use of their services or accounts and is therefore responsible for maintaining the security of their accounts and passwords. Storm Server Hosting LLC will only ask for a user's password in response to a support ticket submitted via our secured ticketing system. At no other time should you give your username or password to anybody.

Denial of Service Attacks:

In no case may Storm Server Hosting LLC's services be used to conduct an attack on other networks or hosts, in any capacity. Doing so may result in permanent service suspension without refund. If DoS attacks are made against a customer's services, our first priority is to take steps to mitigate the impact to other customers, which may include null routing the affected IP address(es), or otherwise suspending the service being attacked. In the case that an attack does not affect other customers or the network, the service being attacked will normally not be taken offline or suspended. Customers who are the target of frequent or repeated denial of service attacks, if those attacks negatively impact the Storm Server Hosting LLC network or its customers, may have the services affected by these attacks permanently suspended.

Spam:

Sending of bulk unsolicited commercial email (spam), is not allowed and will not be tolerated. Customers using the Storm Server Hosting LLC network may not send, or allow to be sent, via open relay or other means, unsolicited commercial email. Running a legitimate opt-in mailing

list, or emailing existing customers, is of course, allowed. Although we may provide some opportunity to rectify spam problems that are not intentional on the part of the customer, ultimately, every customer is responsible for the activity that occurs via the services that they are paying for.

Thus, customers who receive an occasional spam complaint but who do not appear to be knowingly sending spam, may be given notice to correct the issue, but repeated offenses may be grounds for service suspension. During any notice period given (if any), steps may be taken by Storm Server Hosting LLC as necessary to stop spam from being sent by the customer's services, including temporarily suspending service, firewalling certain traffic, or other appropriate means. Customers who are, as determined by Storm Server Hosting LLC, knowingly sending spam may have their service permanently suspended without refund. Operating websites or services on the Storm Server Hosting LLC network, that are being or have been advertised in spam, are also not allowed, and are subject to the same policies as applied to services used to send spam. If customer's improper actions or inactions are the cause of Storm Server Hosting LLC IP space being listed in any spam blacklist or database, that customer may be permanently suspended without refund, at the sole discretion of Storm Server Hosting LLC.

Phishing:

Running websites that attempt to steal a user's login information or other personal data (phishing sites) is strictly prohibited. Users who unknowingly host these sites must take them down immediately, and their service may be temporarily suspended until action is taken to rectify the situation. Users who repeatedly host phishing sites, risk having their service permanently suspended. Users who, as determined by Storm Server Hosting LLC, intentionally host phishing sites using Storm Server Hosting LLC services may have their service permanently suspended without refund, at our sole discretion.

Digital Millennium Copyright Act (DMCA):

In accordance with the requirements under the Digital Millennium Copyright Act (DMCA), services receiving what constitutes, in STORM SERVER HOSTING LLC sole determination, disproportionately large numbers of valid DMCA complaints, which lead STORM SERVER HOSTING LLC to believe the customer is responsible for willful repeat infringement, may lead to service suspension or termination. STORM SERVER HOSTING LLC may, but is not obligated to, provide the customer with a warning indicating that corrective action is needed to avoid service disruption due to repeated infringement.

Legal Use:

Storm Server Hosting LLC networks and servers may only be used for legally permissible purposes under applicable law. Violations of this rule may lead to temporary or permanent suspension of service, with or without refund, and / or notification of appropriate law enforcement, at Storm Server Hosting LLC sole discretion. Uses that are not allowed include, but are not limited to:

- Illegally defaming or slandering another person or group
- Violating applicable copyright law
- Distributing child pornography
- Transmitting threatening messages
- Violating applicable trademark or patent law
- Using the service to commit denial of service attacks
- Attempting to hack into or otherwise attempt to disrupt any network or system not belonging to you
- Committing any action which incurs legal liability for Storm Server Hosting LLC
- Acting in any other way not consistent with applicable law

Support and Server Management:

Storm Server Hosting LLC only offers support for products listed on our store website. We will gladly assist with any situations or questions regarding performance issues, connection issues, security, optimization, installing applications, troubleshooting, OS installation/swap, billing questions, or general questions about Storm Server Hosting LLC and its products. However, Storm Server Hosting LLC will only offer support for applications that we deem necessary for your service (i.e. FileZilla server) and reserves the right to deny said support for any piece of server software that we deem not to be necessary for your service to operate. This includes but is not limited to third-party applications such as FiveM, Assetto Corsa, Docker, TeamSpeak, or Plex. We do offer pterodactyl installations, but for an additional fee. Any work done for the tasks listed previously in this paragraph is done on a best-effort basis. For critical issues with your service, please see our emergency support section listed below. Dedicated Server customers will receive support on an unmanaged service basis. Customers with an unmanaged service will generally be given assistance in troubleshooting networking or hardware level

issues, and other problems that affect the customer's ability to access the services they are paying for in the manner that they are expected to be available.

This includes troubleshooting networking issues, troubleshooting SSH, VNC, IPMI, remote desktop, or other remote access software, rebooting or repairing server hardware, and reinstalling or repairing the operating system installation. At Storm Server Hosting, LLC sole discretion, we may provide additional assistance to unmanaged customers on a best effort basis but are under no obligation to do so.

Emergency Support:

Storm Server Hosting LLC will assist as soon as possible for emergency support requests that we receive. We deem that the need for emergency support is when there is an immediate threat to a customer's service. This includes but is not limited to, DDoS attacks to your service IP, ransomware attacks, compromised service account, or a compromised VPS account. All other support requests should be directed to our support website. Abuse of our emergency support service will result in a blacklist from the service and a possible blacklist for other support services that Storm Server Hosting LLC provides.

Hours and Availability of Support:

Our support team is generally available between 8AM and 11PM Pacific Standard Time (PST) Monday through Sunday. Any support requests made outside of this time window will not be seen by our staff until the above stated times, including requests for emergency support. Attempting to contact member(s) of Storm Server Hosting LLC through other means besides our support website, our business number, our emergency ticket system, or support@stormserverhosting.com. Such as but not limited to: Discord DM's, texting, privately calling, or emailing unless explicitly told to do so by us is strictly **prohibited**. Any violation of this term may result in a **permanent** denial of support services from Storm Server Hosting LLC.

Legal Definitions and Terms

Limitation of Liability; Waiver and Release:

The services offered by Storm Server Hosting LLC are being provided on an "AS IS" basis and Storm Server Hosting LLC expressly disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose, to the fullest extent permitted or authorized by law. In no event shall Storm Server Hosting LLC be liable for any or all direct, indirect, incidental, special, exemplary or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any

theory of liability, whether in contract, strict liability, or tort (including, but not limited to, negligence or otherwise) arising in any way out of the use of the services, even if Storm Server Hosting LLC is aware of or has been advised of the possibility of such damages. Without limitation of the foregoing, in any case, the maximum liability that can be incurred by Storm Server Hosting LLC is equal to the amount actually charged for services during the time period of usage claimed for damages.

Indemnification:

Accordingly, You for Yourself and all of Your heirs, personal representatives, predecessors, successors and assigns, hereby fully release, remise, and forever discharge Storm Server Hosting LLC and all affiliates of Storm Server Hosting LLC, and all officers, agents, employees, and representatives of Storm Server Hosting LLC, and all of their heirs, personal representatives, predecessors, successors and assigns, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, but not limited to, any action omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, whether known or unknown, relating to or arising out of, or in any way connected with or resulting from, the products and services and Your acquisition and use thereof, including, but not limited to, the provision of the Storm Server Hosting LLC products and/or services by Storm Server Hosting LLC and its agents and employees. Further, You agree to defend, indemnify and hold Storm Server Hosting LLC harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of You elsewhere. Should Storm Server Hosting LLC be notified of a pending lawsuit, or receive notice of the filing of a lawsuit, Storm Server Hosting LLC may seek written confirmation from You concerning Your obligation to defend and indemnify Storm Server Hosting LLC. Your failure to provide such a confirmation may be considered a breach of this agreement. You agree that Storm Server Hosting LLC shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Storm Server Hosting LLC of any such claim promptly in writing and to allow Storm Server Hosting LLC to control the proceedings. You agree to cooperate fully with Storm Server Hosting LLC during such proceedings.

Notices:

You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the account information you have

provided us when you signed up for the service, including your email address or phone number, at our discretion.

No Agency Relationship:

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

Waiver:

The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Arbitration Agreement:

By using the services provided by Storm Server Hosting, LLC, you agree that any disputes or claims arising out of or relating to these Terms of Service, including any question regarding their existence, validity, or termination, shall be resolved exclusively through binding arbitration. You waive your right to seek legal counsel and agree not to bring any claims in court. The arbitration shall be conducted by a single arbitrator mutually agreed upon by both parties, and the decision of the arbitrator shall be final and binding. This arbitration agreement is governed by the Federal Arbitration Act and shall be conducted in accordance with the rules of the American Arbitration Association.

Enforceability:

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable, and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

Force Majeure:

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; war; terrorism; armed conflict; labor strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any federal, state and local governments having or

claiming jurisdiction over Storm Server Hosting LLC, or of any department, agency, commission, bureau, corporation or other instrumentality of any federal, state, or local government, or of any civil or military authority; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Storm Server Hosting LLC may immediately terminate this Agreement.

Intellectual Property:

All resources, information, and documentation we provide are subject to copyright as outlined under United States Copyright laws unless specified under the fair use doctrine. The resources provided are intended solely for use by Storm Server Hosting LLC and cannot be used for personal or monetary gain.

Contact Us:

For any questions or further information regarding this Terms of Service, please contact:

Storm Server Hosting, LLC

PO Box 20382

Billings, Montana, 59104

management@stormserverhosting.com

(866) 787-6478

Final Agreement:

This Agreement, together with all modifications, constitute the complete and exclusive agreement between you and us, and supersede and govern all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us.