

## **Terms of Service**

Last Updated December 16th, 2018

**I. Statement**. By ordering from Winstri Hosting, Inc ("Us", We", "Our", "Winstri Hosting"), using our services or viewing our site you ("You", "The Client") agree to the following terms. Winstri Hosting reserves the right to change these terms of service at any time without notification.

**II. Refund Policy**. We provide a 72-hour refund period, this means if you change your mind you can get your money back if your service is not older than 72 hours. If you happen to order during an outage or you experience issues on your services that were caused by us, we can extend this refund period as we see fit. To request a refund, please contact our support team through one of the methods on https://www.winstrihosting.com/contact

**III. Billing Policy.** All regular bill payment invoices are sent 7 days before the due date so that the client can pay early if they wish. If the service is not paid on the due date then it will be automatically suspended by our billing system, Once the service is suspended you have 10 days to pay your bill before your service is terminated and is no longer able to be reactivated. If you are not able to pay your bill you can request an extension by opening a ticket in our client area, if you are given an extension this will not change your due date, it will only extend the time before its terminated.

**IV. Automatic Payment Policy.** By paying with a Credit/Debit Card, selecting "PayPal Subscribe" or "PayPal AutoPay" you agree that the total due amount for your service will be withdrawn from your account automatically on your due date. If you do not wish to be automatically billed, you can remove your credit/debit card from the client area or if you have automated payments with PayPal you can cancel your billing agreement/subscription from your PayPal portal on PayPal.com.

**V. Chargeback Policy.** All refunds must be processed by our company. If you submit chargeback on PayPal, then you will receive a 25\$ fine from us, forfeit your service and you will be instantly blacklisted from our website. If you submit an inquiry on PayPal (i.e. "Message the Buyer") then we will reply stating that you need to contact us via our website and we will close the case. If you contact your bank disputing the transaction you will be instantly blacklisted from our website, we will submit a case and provide proof that the transaction was legitimate, and you will receive a 25\$ fine on top of the original transaction cost.

**VI. Cancellation Policy.** You can cancel your service at any time to prevent future invoices by going to the client area and requesting a cancellation, this will not refund your last bill, but it does prevent future billing.

**VII. Copyright Claims.** To comply with the Digital Millennium Copyright Act, we take copyright reports quite seriously so if you receive a copyright claim you have 24 hours to either dispute the claim or remove the copyrighted material from your service otherwise your service will be suspended until the claim is resolved.

**VIII. Abuse Reports.** If you receive an abuse report you must reply within 24 hours otherwise your service will be suspended, if you are caught abusing your service by a staff member of Winstri Hosting your service will be instantly suspended without notice and we will contact you after your service is suspended with information on why it was suspended.

**IX. Acceptable Use Policy.** You are not allowed to modify your service beyond original specifications, attempt to access any files beyond your home directory or attempt to crash/stress test your service. You are also not allowed to use your service for the following:

- (D)DoSing or Network Stress Testing.
- Spamming.
- Any form of Hacking/Phishing.
- Mass E-Mailing.
- Illegal Torrents.
- Anything illegal in the United States, Canada or the United Kingdom.

You are not allowed to have the following on any service hosted by us:

- Pornographic Content.
- Hate Speech, Homophobic, Fascist or any offensive content.
- Unlicensed Copyrighted Material.

Violating the acceptable use policy will not only get your service immediately terminated but you will also be blacklisted from ordering from us.

If your service abuse gets your services' IP Address blacklisted, we reserve the right to fine you 250\$ USD to cover the removal of the IP from the Blacklist and the fine that we receive from our Internet Service Provider.

**X. Support Policy.** Over Live Chat, Phone, Discord, TeamSpeak, Ticket and Email we aim to answer requests as soon as they come in during business hours (11am-11pm EST) but in the event of a staff member not being available your request may not get answered as quickly as you would like, If your request has not been answered please be patient as we will answer it as soon as we can. If you constantly spam the support team on any of these platforms, we reserve the right to blacklist you from submitting support and sales requests.

**XI. Resource Usage Policy.** We reserve the right to suspend your service if you are constantly using 100% of your CPU resources for longer than 24 hours, if your resource usage is affecting other services, or if your service is violating the set resource limit.

**XII. Subuser Policy**. You are not allowed to tamper, delete or edit any content without permission from the service owner doing so will forfeit all your subuser permissions and you will be blacklisted from our website.

XIII. End Statements. Failure to abide by these Terms of Service will cause your service to be terminated without refund.