

# Terms of Service for SerenityServers

Version 2.0 valid from 23. september 2017

## Key References

The following terms are related to serenityservers.net;

Us, our, ours, ourselves, company, the company, we, SerenityServers, Serenity Servers, serenityservers.net

The following terms refer to you, the customer;

You, your, yourself, the subscriber, the customer, the client.

## Price changes & VAT

Any changes in price will be notified with a minimum of 30 days prior to the changes being applied.

All prices shown on our website includes VAT where applicable.

## Refund policy

If a service experiences unexpected downtime within the first 24 hours, the client can request a full refund.

In the case of a forced cancellation (against your wishes), SerenityServers provides a pro-rotta refund of your active service. Covering only the remaining days of a billing cycle.

If your service is found guilty of any copyright infringements, trademark infringements or otherwise breaking the Danish law. The service will be suspended, and if the infringement is not corrected a forced cancellation will be carried out with no refund.

In all other cases, SerenityServers does not offer refunds. This includes early cancellations, credit added to your SerenityServers account and downgrades made to existing services.

## Renewal of services, Automatic renewal & Subscription payments

The customer is solely responsible for keeping up with payments on any service. SerenityServers is not to be held responsible for any loss of data, caused by failing to complete renewal payments. Please see "Service Cancellation & termination" and "Data loss and protection".

Credit card payments will automatically renew your service(s) until a cancellation request is filled, any payments made for a service during its automatic renewal is final, and standard refund policy apply. Read more about refunds under "Refund Policy".

PayPal subscription payments will automatically renew your service(s) until a cancellation request is filled, and you have cancelled the subscription under your account on paypal, any payments made for a service during its automatic renewal is final, and standard refund policy apply. Read more about refunds under "Refund Policy".

## Service Cancellation & termination

You the client is responsible for creating a cancellation request for your service(s), failing to create a request will result in new invoices being generated and any automatic payments will be carried out. Any payments made before a cancellation request is filled, are final and standard refund policy apply. Read more about refunds under "Refund Policy".

Our automatic billing system will generate invoices 14 days before they're due for payment. After this period, if an invoice is left unpaid. The associated service will be suspended for 7 days, after which it will be automatically terminated and all files, associated services, addons etc. Will be removed.

All service addons include, but are not limited to dedicated IP addresses, separate service upgrades or hostnames. Will be terminated once the service they are attached to is terminated or cancelled, this will happen without any notification to the client.

## Emails

SerenityServers is not to be held responsible for any emails landing in your spam/junk folder sent by us. Some emails may contain vital information, so we recommend that you check your spam/junk folder once every week to make sure you did not miss out on any important information.

## Service Delivery

SerenityServers thrive to deliver services as fast as possible, this however is not always possible. From the moment the payment is confirmed, SerenityServers has 24 hours to deliver the service. If the service is not delivered before this period, a full refund can be requested.

## Data loss and protection

SerenityServers are not to be held responsible for any data loss following a physical machine fault, modifications, or corrupt backups. SerenityServers does not backup any services besides webhosting. We strongly recommend that you as the client, take a backup at least once a week so you always have a backup in case of any faults to the system.

## Policy updates

SerenityServers reserves the right to change all its policies at any time without notifying any of its clients.

## Service uptime and performance

SerenityServers does not guarantee 100% uptime on any of our services, we do however try and get as close to it as possible.

Some services are known to have what is in the computer industry called a "crash" this is when a service or application fails to respond within a timeframe. Some services like Game servers is known to have this issue more often than others, usually because of the user uploaded content like addons, scripts etc. We as a company are not to be held responsible if your service is down due to potential problems caused by the user, or if the developers of the game server files fails to provide a stable release. We also strongly recommend not using alpha or beta versions of game software as this can make your server unstable.

SerenityServers is not to be held responsible for any server-side lag or downtime caused by modifications made by the user; this includes but is not limited to mods, plugins, addons or any type of modifications

made by the user. SerenityServers is not to be held responsible if the service become irreparable because of such modifications, we strongly recommend all users to take frequent backups of their service to minimize the risk of server faults caused by bad modifications, read more under “Data loss and protection”

SerenityServers reserves the right to have our physical servers down for scheduled maintenance 6 hours a month. All maintenance is announced 7 days before, however in some cases this may not be possible to ensure a secure working environment. No refunds are offered because of scheduled downtime.

## Server customization & configuration addons

SerenityServers is not responsible for customizing a service, Serenity Servers is only responsible for the base service to be operational. A client should know the difficulties associated with modifying a game server, before using this service. Our support will provide help and guidance where capable.

Failing to customize a service is not a valid reason for a refund as the service remained operational during the process. A support member will help undo any customizations done to a server, if the client so desire. It is up to the individual support representative if he/she decides to help with customizing a service. If a client wants help customizing a service a custom quote can be given, if our support staff fails to provide the modifications a full refund will be given for the quote.

SerenityServers provide no warranty on mods installed using the mod manager, we are not responsible for maintaining these mods that is up to its original creators. This mean some mods may be abandoned, outdated or broken. We are not to be held responsible if outdated and broken mods installed from the mod manager cause your server to be unstable.

## Abuse & Forced cancellations

SerenityServers reserve the right to force cancel any service, should a service at any point in time have a negative effect on our infrastructure's performance, make a server box unavailable or unstable. Please see our “Refund Policy” for more information about refunds during forced cancellations.

## Free services

All our free services are provided only in the term listed, our free webhosting is provided only once per billing account. Having multiple services does not entitle you to multiple free accounts.

## Unlimited Webhosting Fair Use

The following limitations apply to our Unlimited Webhosting package.

- 4 vCores
- 8 GB RAM
- 200 GB SSD Storage
- 1 TB Data Bandwidth

## Chargebacks & Disputes

Chargebacks and disputes will result in full account termination, and removal of any services. See more under “Service Cancellation & termination”.