

Terms of Service

Last updated: May 3, 2023

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the Crystallized Hosting LTD game server hosting services (the "Service") operated by Crystallized Hosting LTD ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

1. Accounts

To use our Service, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

2. Billing and Payment

All fees for the Service are due in advance and are non-refundable, except for new orders that are eligible for our 14-day no-questions-asked refund policy, which can be requested by email. Your subscription will automatically renew on a recurring basis (e.g., monthly or annually) unless you cancel your subscription or we terminate it. You may cancel your subscription at any time, but no refunds will be provided for any unused portion of the billing period after the 14-day refund period has elapsed.

We use PayPal and Stripe for payment processing. Our billing panel, used for managing payments, can be accessed at <https://billing.crystallized.host>. The control panel for managing servers is located at <https://panel.crystallized.host>.

3. Acceptable Use

You agree not to use the Service for any illegal, abusive, or disruptive activities.

This includes, but is not limited to:

- Distributing malicious software or engaging in hacking activities

- Harassing or threatening other users

- Using the Service to transmit unsolicited commercial messages (spam)

- Distributing or sharing copyrighted material without proper authorization

- Using IP addresses gathered from our panel to engage in Distributed Denial of Service (DDoS) attacks or doxxing activities

We reserve the right to suspend or terminate your access to the Service without notice if we determine that you have violated these Terms.

4. Data Protection and GDPR Compliance

We are committed to protecting your personal data in compliance with the General Data Protection Regulation (GDPR). For detailed information on how we collect, store, and process your personal data, please refer to our Privacy Policy.

5. Modifications to the Service

We reserve the right, at our sole discretion, to modify or discontinue the Service at any time without prior notice. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

6. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

7. Limitation of Liability

In no event shall Crystallized Hosting LTD, its directors, employees, partners, agents, suppliers, or affiliates be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting

8. Intellectual Property Rights

All intellectual property rights, including but not limited to copyrights, trademarks, and trade secrets, in and to the Service are owned by or licensed to Crystallized Hosting LTD. You agree not to copy, modify, distribute, or create derivative works from the Service or any part thereof without our prior written consent.

9. Third-Party Services and Content

The Service may contain links to third-party websites or services that are not owned or controlled by Crystallized Hosting LTD. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that Crystallized Hosting LTD shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.

10. Indemnification

You agree to indemnify, defend, and hold harmless Crystallized Hosting LTD, its directors, employees, partners, agents, suppliers, and affiliates from and against

any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Service, your violation of these Terms, or your infringement of any intellectual property or other rights of any third party.

11. Severability

If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect.

12. Waiver

No waiver of any provision of these Terms by Crystallized Hosting LTD shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision

13. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Crystallized Hosting LTD regarding the use of the Service, superseding any prior agreements, communications, or understandings between you and Crystallized Hosting LTD relating to the subject matter hereof.

14. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

15. Contact Us

If you have any questions about these Terms, please contact us at support@crystallized.host.