

# Terms of Service

Last Updated: October 8, 2025

Welcome to Infected Game Hosting ("IGH," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our game server hosting services, websites, and related services (collectively, the "Services"). By creating an account, purchasing services, or using our platform, you agree to be bound by these Terms.

## 1. Acceptance of Terms

By accessing or using our Services, you confirm that:

- You are at least 18 years of age or have parental/guardian consent
- You have the legal capacity to enter into a binding agreement
- You agree to comply with all applicable laws and regulations
- All information you provide is accurate and complete

If you do not agree to these Terms, you may not use our Services.

## 2. Account Registration and Security

### 2.1 Account Creation

To use our Services, you must create an account through our billing portal. You agree to:

- Provide accurate, current, and complete registration information
- Maintain and promptly update your account information
- Keep your login credentials confidential and secure
- Immediately notify us of any unauthorized account access

### 2.2 Account Responsibility

You are solely responsible for all activities that occur under your account. We are not liable for any loss or damage arising from unauthorized account use. You may not share, transfer, or sell your account to any third party.

## **3. Services Description**

### **3.1 Hosting Services**

**IGH provides high-performance game server hosting with the following features:**

- Docker container isolation for each server instance
- Ryzen 9 CPU infrastructure with optimized resource allocation
- Full mod support and customization capabilities
- 1Gbit unmetered connections
- SSD storage for optimal performance
- Built-in DDoS protection
- 24/7 system monitoring and maintenance
- Access to our server control panel

### **3.2 Service Availability**

**While we strive for maximum uptime and maintain 24/7 monitoring, we do not guarantee uninterrupted service availability. Scheduled maintenance, emergency repairs, or circumstances beyond our control may result in temporary service interruptions.**

### **3.3 Beta/Testing Phase**

**During client testing phases, certain features may be provided at no charge or with promotional credits. Such offerings are temporary and subject to change without notice. Normal billing will resume following the testing period with appropriate customer notification.**

## **4. Payment Terms**

### **4.1 Pricing and Billing**

- All prices are listed in US Dollars (USD) unless otherwise specified
- Services are billed on a recurring basis (monthly, quarterly, or annually) as selected during purchase
- Payment is due in advance for each billing cycle
- Prices are subject to change with 30 days' notice to existing customers

### **4.2 Payment Methods**

We accept payment through the methods available in our billing portal. You authorize us to charge your selected payment method for all fees incurred.

#### 4.3 Refunds

- No refunds policy: All sales are final. We do not offer refunds for any services purchased
- Services provided are backed by our support team to ensure satisfaction
- Issues with service quality should be reported to support for resolution
- This policy applies to all purchases including initial orders and recurring billing cycles

#### 4.4 Late Payment and Suspension

Failure to pay by the due date may result in:

- A one-time late payment fee of \$5.00 automatically added to all late invoices
- Service suspension without notice
- Account termination after 7 days of non-payment
- Loss of data associated with suspended services

Important: It is the client's responsibility to ensure sufficient funds are available in their account to cover billing when WHMCS attempts to capture payments. If payment fails due to insufficient funds or card being locked, the late fee is applied immediately upon the invoice becoming overdue.

### 5. Acceptable Use Policy

#### 5.1 Prohibited Activities

You agree not to use our Services for:

- Illegal activities or content that violates any laws or regulations
- Hosting, distributing, or facilitating malware, viruses, or malicious code
- Attempting to gain unauthorized access to our systems or other users' accounts
- Engaging in DDoS attacks or similar network abuse
- Harassment, hate speech, or content promoting violence
- Copyright infringement or intellectual property violations
- Activities that generate excessive resource consumption beyond plan limits
- Cryptocurrency mining without explicit written authorization

- Proxies, VPNs, or anonymization services (unless specifically permitted)
- Adult or sexually explicit content involving minors

## 5.2 Resource Usage

Each service plan includes specified resource allocations. Excessive resource usage that impacts system stability or other customers' performance may result in service throttling, suspension, or termination.

## 5.3 Mod Support and Content

While we support full mod installation and customization:

- You are solely responsible for the mods and content you install
- Mods must comply with applicable game terms of service
- We are not liable for issues caused by third-party mods or modifications
- Mods that cause system instability or security risks may be restricted

# 6. Data and Backups

## 6.1 Your Responsibility

You are solely responsible for maintaining backups of your server data, configurations, and content. We strongly recommend regular backups using our control panel features.

## 6.2 Our Backup Policy

While we may perform system-level backups for disaster recovery purposes:

- These backups are for our operational use only
- We do not guarantee data recovery from our backups
- We are not obligated to provide backup restoration services
- Backup availability and retention periods are not guaranteed

## 6.3 Data Loss

We are not liable for any data loss, corruption, or unavailability, regardless of cause. This includes losses due to hardware failure, software issues, account termination, or service cancellation.

## **7. Intellectual Property**

### **7.1 Our Property**

All content, features, functionality, and materials on our website and Services, including but not limited to text, graphics, logos, software, and design, are owned by IGH or our licensors and protected by intellectual property laws.

### **7.2 Your Content**

You retain ownership of content you upload to your servers. By using our Services, you grant us a limited license to host, store, and transmit your content as necessary to provide the Services.

### **7.3 Third-Party Games**

Game-specific intellectual property (including Palworld and other hosted games) remains the property of respective copyright holders. You must comply with all applicable game licenses and terms of service.

## **8. Support Services**

### **8.1 Support Availability**

We provide customer support through our ticket system and available contact methods. Support is provided during business hours, with emergency support available for critical service issues.

### **8.2 Support Scope**

Our support covers:

- Account and billing assistance
- Server setup and configuration guidance
- Technical issues with our hosting infrastructure
- Control panel navigation and usage

Support does not include:

- Game-specific configuration or gameplay assistance

- Third-party mod installation or troubleshooting (beyond basic guidance)
- Custom development or scripting services
- Issues caused by user error or modification

## 9. Service Modifications and Termination

### 9.1 Service Changes

We reserve the right to:

- Modify, suspend, or discontinue any aspect of the Services
- Change service specifications, features, or pricing with notice
- Update these Terms with notification to users
- Implement new limitations or requirements as necessary

### 9.2 Termination by Us

We may suspend or terminate your account immediately without notice if:

- You violate these Terms or our Acceptable Use Policy
- Your account is involved in fraudulent or illegal activity
- You engage in abuse of our staff or systems
- Your activities pose a security risk to our infrastructure
- Payment obligations remain unfulfilled

### 9.3 Termination by You

You may cancel your services at any time through the billing portal. Cancellation takes effect at the end of the current billing period. No refunds are provided for partial billing periods unless otherwise specified.

### 9.4 Effect of Termination

Upon termination:

- Your access to Services will be revoked
- All data associated with your account will be permanently deleted within 7 days
- You remain liable for all charges incurred prior to termination
- Outstanding balances become immediately due and payable

## **10. Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW:**

### **10.1 Service Provision**

**THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

### **10.2 Damages**

**IN NO EVENT SHALL IGH BE LIABLE FOR:**

- Indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Service interruptions, data loss, or security breaches
- Actions or content of third parties, including other users
- Issues arising from third-party mods, games, or software

### **10.3 Liability Cap**

**OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE THREE (3) MONTHS PRECEDING THE CLAIM.**

## **11. Indemnification**

**You agree to indemnify, defend, and hold harmless IGH, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including reasonable attorney fees) arising from:**

- Your use or misuse of the Services
- Your violation of these Terms
- Your violation of any rights of third parties
- Content you upload or activities conducted through your servers
- Your violation of applicable laws or regulations

## **12. Privacy and Data Protection**

Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our Services, you consent to our data practices as described in the Privacy Policy.

## **13. Dispute Resolution**

### **13.1 Governing Law**

These Terms are governed by the laws of the State of Colorado, United States, without regard to conflict of law principles.

### **13.2 Informal Resolution**

Before filing any claim, you agree to contact us to attempt informal resolution of the dispute.

### **13.3 Arbitration**

Any disputes not resolved informally shall be resolved through binding arbitration in Denver, Colorado, rather than in court, except that you may assert claims in small claims court if they qualify.

### **13.4 Class Action Waiver**

You agree that disputes will be resolved on an individual basis only and not as part of any class, consolidated, or representative action.

## **14. General Provisions**

### **14.1 Entire Agreement**

These Terms, together with our Privacy Policy and any service-specific agreements, constitute the entire agreement between you and IGH regarding the Services.

### **14.2 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### **14.3 Waiver**

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

#### **14.4 Assignment**

You may not assign or transfer these Terms or your account without our written consent. We may assign our rights and obligations without restriction.

#### **14.5 Force Majeure**

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including natural disasters, acts of government, network failures, or other force majeure events.

#### **14.6 Notices**

Notices to you may be sent to the email address associated with your account. Notices to us should be sent via our support ticket system or to the contact information on our website.

#### **14.7 Survival**

Provisions that by their nature should survive termination (including payment obligations, liability limitations, and dispute resolution) shall survive any termination or expiration of these Terms.

### **15. Contact Information**

If you have questions about these Terms, please contact us:

Support Email: [support@infectedgamehosting.com](mailto:support@infectedgamehosting.com)

Billing Portal: [billing.infectedgamehosting.com](https://billing.infectedgamehosting.com)

Website: [infectedgamehosting.com](https://infectedgamehosting.com)

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**By using Infected Game Hosting Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.**