



Terms of Service Revised, 12/28/2016

Introduction

Level One Servers is a Dot-Tech LLC company. Level One Servers agrees to provide services to the client, subject to the following "Terms of Service". Level One Servers, the company may be referred to as, ("LoS"), ("Us"), ("We"), and the Client, ("Customer"), ("Client") and ("You").

All provisions of this contract are subject to change from time to time at the discretion of LoS. Client must understand that change to the ToS shall not be grounds for early contract termination or non-payment.

By logging into your server, or using your server in anyway constitutes acceptance of these terms

1. Refunds and Disputes

A. Services with the exception of dedicated servers may be eligible for refund within the first 5 twenty-four hour days of the creation of the server in the LoS database. This point is marked by the initial "checkout" time and date found within LoS databases and may differ from the time and date of initial payment. Refunds cannot be requested without probable cause. Dedicated servers are also subject to a service check as defined in section 2 of this agreement prior to a refund being issued. As dedicated servers require explicit

provisioning, we are not able to provide refunds on these orders. The refund agreement may be restricted as per this agreement in previous or remaining sections.

B. Invoices are generated 14 days before due date. If you wish you cancel your service(s) with us, please cancel your service(s) prior to the invoice being generated. Otherwise you will need to cancel your subscription within Paypal. Additionally we do not offer refunds for any recurring payments after the first month's payment.

2. Dot-Tech/LoS Payment Policy

- A. LoS is a Dot-Tech LLC company, any payments to LoS will not be applied to any other service provided by Dot-Tech LLC, Dot-Tech LLC subsidiaries or related companies, other than those services provided by LoS.
- B. Any payments provided to Dot-Tech LLC companies other than LoS are not applicable to LoS Services.
- C. LoS and Dot-Tech LLC may “share” payment gateways between Dot-Tech LLC companies at their own discretion. Part A and Part B of this section remain in effect for “shared” payment gateways.

3. Service Check

Service checks may be performed if LoS receives complaint on any service. Service checks will include but are not limited to requesting diagnostic files from your PC, these files may include the following information and are not limited to, Graphics Card Information, CPU Information and General PC Health. Failure to comply with service requests disqualifies the client from receiving a refund.

4. Cancellations

To terminate your services you must cancel any active PayPal subscriptions and cancel via our WHMCS billing area. LoS does not have access to any client's PayPal account. Therefore, we cannot and will not be responsible for unintended payments made via the automatic payment subscription service. Cancellation requests within the WHMCS billing area may take up to 72 hours to process, LoS will not be liable for any client being charged for services they requested canceled, if said cancellation was requested within 72 hours of next billing. You will not be refunded in this case.

5. Liability Limitation and Exclusion

LoS, under no circumstances, shall be held liable for any data loss, disruption of information, or distribution of information including but not limited to that of unauthorized access to our server systems or any other loss of data. LoS shall not be held liable for any disruption, delay, or disconnection of services for any period of time. LoS is not responsible for any actions taken place on our Dedicated servers. The sole role of LoS is to provide the server.

6. Fraud

A. When a client orders a new service they are asked for personal information including but not limited to Full Name, Address, Phone Number, Photo ID issued by a government entity, and Payment Information. It is the sole responsibility of the client to provide and maintain this information accurately and truthfully. LoS reserves the right to cancel, suspend or terminate an account with information believed to be or deemed incorrect or fraudulent.

B. LoS is not responsible for any fraudulent orders being placed within our systems and will turn over any information where required by law and or requested by Payment Gateways to resolve any dispute.

C. Creating multiple accounts is considered Fraud.

D. LoS may use a 3rd party service to run checks on all information provided to LoS . LoS is not responsible for any accounts suspended, terminated or declined due to this 3rd party service.

Additionally LoS reserves the right to cancel, suspend, terminate, decline, remove or delete any service or user account in our system that violates or is believed to violate any or all parts of the "Fraud" section.

7. Legal Liability

LoS will not be responsible for any illegal content or information posted or hosted on our servers. It is the sole responsibility of the client to keep all information and content within legal standards and laws. LoS will turn over any client information where required by law and suspend or terminate the service.

8. Free Trials or Services

LoS may offer free trials or services. LoS reserves the right to cancel, modify or suspend any trial or free services for any reason at anytime. LoS is not liable for any information or content hosted or posted on Free trial or free services account(s). These are defined as any services provided by LoS or a partner, that does not occur a balance of \$.01 USD or more.

9. Promotions

LoS may continuously provide active promotions and “promotion codes” for new or current clients. LoS may cancel or create any promotion or promotion code at anytime without notice.

10. Unfair Usage

If your service(s) are found to be using excessive amounts of resources past their permitted parameters, including but not limited to CPU or RAM, LoS reserves the right to cancel, suspend, terminate or make changes to the server(s) or service(s) in question without refund. Additionally if the server uses "plugins" or "mods" that create or store large files locally, LoS reserves the right to delete or move these files. In the case LoS decides to "move" or "transfer" your server(s) or service(s) to another server or "node", all large (larger than 500 MB) files non vital to the "health" or "performance" of the server(s) or service(s) will not be transferred.

Dynmap is not supported or recommended by LoS and will not be transferred, in the case LoS switches your server(s) or service(s) node to a different server or location.

11. Server Account Security

All Clients of LoS including but not limited to partners, sponsored people or entities or “general” clients are responsible for keeping their account(s) secure, and the following terms apply. These accounts include server access, Client area (billing.fallout-hosting.com) AND OR any other LoS service. LoS is not responsible for theft or hacking of your passwords, or any “damage” related to such.

Additionally all clients are only allowed one person per “username” or “login”. Providing multiple person(s) access to your account(s) is

considered account sharing. LoS can provide additional users for Multicraft accounts and the billing system by request in our ticket system. It's the sole responsibility of the account holder to only give access to person(s) he "trusts". LoS is not responsible for lost files or "damaged" servers due to the account holder or additional users deleting, moving or changing files.

Finally LoS will attempt to make contact with any client in violation of this section as follows

12. Termination & Privacy Policy

Additionally, we reserve all rights to terminate your server or service upon any violation of these terms, or any other basis if deemed necessary for the security or "well-being" of our servers and or services. Agreeing to the Terms Of Services additionally means you have read, understand and agree to the Privacy Policy located at <http://LevelOneServers.com/privacypolicy>

13. Support

Support is available 24/7/365 LoS reserves the right to offer support through different channels. Such as ticket System, Chat or phone. The ticket system is the preferred method of support as all information is documented and recorded. Opening multiple tickets for the same issue within a short period of time constitutes abuse of our support ticket system and may result in termination of services. Swearing, threats and other abusive language will not be tolerated and may result in account termination without refund.

14. Harassment Policy

LoS has a zero harassment tolerance policy. Harassment can be defined as the following

- Direct Personal Insult
- Improper Language
- Excessive Phone and or Skype calls at unapproved times.
(Approved times are 9am - 8pm EST)
- Excessive use of “caps”

Any attempt to harass employee or client of LoS is grounds for immediate termination without refund.

15. Email Policy

LoS may send out emails throughout the year regarding promotions and ToS change(s). You may choose not to receive marketing emails or promotions by unscribing to them at the bottom of the email.

Certain emails can not be unsubscribe to such as ToS changed. This is at the discretion of LoS.