

## **Terms of Service (T.O.S.)**

**Last Updated:** February 2nd, 2025

These Terms of Service (the “Agreement”) constitute a legally binding agreement between you (“Customer” or “you”) and VilisHost (“VilisHost” or “we” or “our”), governing your use of the services provided by VilisHost (the “Services”). By accessing, using, or purchasing any services provided by VilisHost, you acknowledge that you have read, understood, and agree to be bound by this Agreement, including any additional terms, conditions, or policies incorporated herein by reference. If you do not agree to these terms, you are prohibited from using our Services.

### **1. Acceptance of Terms**

By using the services provided by VilisHost, you acknowledge that you have read, understood, and agree to these Terms of Service and any additional terms, conditions, or policies incorporated by reference.

### **2. Services Provided**

VilisHost provides a range of services including but not limited to: Game Hosting, Virtual Private Servers, Web Hosting and more to come.

### **3. Account Responsibility**

You are solely responsible for maintaining the confidentiality of your account information, including passwords, and for all activities that occur under your account. If you suspect any unauthorized use, you must notify VilisHost immediately.

### **4. Eligibility**

You must be at least 18 years old to use our services. By using our services, you represent that you meet this requirement.

### **5. Acceptable Use Policy**

You agree not to use VilisHost’s services for any illegal, harmful, or disruptive activities. This includes, but is not limited to:

- Spamming or sending unsolicited communications
- Hosting malicious or unlawful content
- Engaging in fraud or phishing
- Overloading or damaging our infrastructure

## **6. Prohibited Content**

You may not use VilisHost services to host or distribute content that:

- Violates any laws or regulations
- Promotes hate speech, violence, or discrimination
- Contains malware, viruses, or other harmful software

## **7. Billing and Payment**

- You agree to pay all fees associated with the services you select as per the payment terms outlined in your account settings.
- Payments must be made in a timely manner. Failure to pay may result in suspension or termination of services.
- Subscription fees may be adjusted periodically. You will be notified of any price changes prior to renewal.

## **8. Service Availability**

VilisHost strives to provide reliable services with maximum uptime. However, no service can be guaranteed to be at least 99% available at all times. We reserve the right to perform maintenance, updates, or other activities that may cause temporary downtime.

## **9. Data Security and Privacy**

VilisHost is committed to the security of your data. However, we cannot guarantee the absolute security of any data transmitted or stored on our servers. You are responsible for the backup of your own data, and we recommend regularly backing up all important content.

## **10. Termination of Services**

VilisHost reserves the right to suspend or terminate your account at our discretion, including but not limited to:

- Violation of these Terms of Service
- Failure to pay fees
- Engaging in harmful activities

You may terminate your account at any time by contacting our support team. No refunds will be issued for accounts that are terminated due to violations of our terms.

## **11. Refund Policy**

We reserve the right to refuse refunds for any reason.

- However, you must request a refund within 24 hours of the **FIRST** payment. If we fail to rectify your issue, you will receive a refund.

## **12. Limitation of Liability**

VilisHost shall not be liable for any direct, indirect, incidental, or consequential damages arising from the use or inability to use our services. This includes but is not limited to loss of data, service interruption, or any other damages resulting from your use of our platform.

## **13. Indemnification**

You agree to indemnify, defend, and hold harmless VilisHost, its employees, affiliates, and partners from any claims, damages, losses, or liabilities arising out of your use of our services or your violation of these Terms of Service.

## **14. Changes to Terms**

VilisHost may update or modify these Terms of Service from time to time. You will be notified of any significant changes, and your continued use of the services after any changes constitutes your acceptance of the revised terms.

## **15. Governing Law**

These Terms of Service are governed by the laws of Indiana, without regard to its conflict of law principles. Any disputes arising from these terms will be resolved in the courts located in Indiana.

## **16. Contact Us**

If you have any questions or concerns about these Terms of Service or our services, please contact us on the client area.