# 1. Introduction and Acceptance of Terms

By accessing our website, discord, utilising our hosting services, or interacting with any aspect of Abyss Hosting, you, the user, agree to be bound by these Terms of Service ("Terms"), including policies and guidelines incorporated by reference herein. These terms form a legally binding agreement between you henceforth referred to as "user", "client", or "customer" and Abyss Hosting, henceforth referred to as "Provider", "Company", "we", "us", or "our".

Please read these terms carefully before using our services. If you do not agree to these terms, you must cease use of our services immediately. Your continued use of our services constitutes your acceptance of these terms and any updates or modifications made to them. We reserve the right to change or modify these terms at any time without prior notice. Your continued use of our services following any such changes constitutes your acceptance of the new terms.

This agreement constitutes the entire agreement between the client and the company regarding the services provided. It supersedes all prior or contemporaneous communication, and proposals, whether electronic, oral, or written, between the client and the company with respect to its services. Any disputes arising out of this agreement will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree the other provisions of this agreement remain in full force and effect.

## 1.1 Disclaimer of Warranties

The services provided by us under this agreement are offered on an "as is" and "as available" basis without any warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose. The company does not warrant that services will be uninterrupted, error-free, or completely secure.

## 1.2 Limitation of Liability

To the fullest extent permitted by applicable law, the company shall not be liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, damages for loss of profit, goodwill, use, data or other intangible losses, or resulting from the use or the ability to use the services.

## 1.3 Indemnification

You agree to indemnify, defend, and hold harmless the company, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms or any activity related to your account (including negligent, or wrongful conduct) by you or any other person accessing the service using your account.

## 1.4 Dispute Resolution

In the event of any dispute arising from or relating to this agreement, the parties agree to first attempt to resolve the issue amicably through the negotiation or mediation. If the dispute cannot be resolved in the manner, it shall be settled by binding arbitration administered by the Judicial Arbitration and Mediation Services, INC. (JAMS) in accordance with its applicable rules. The client shall be responsible for paying all arbitration fees.

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.

## 2. **Description of Service**

We offer a variety of services for hosting and system administration these include but are not limited to::

SMTP/Email Services: Ports including but may not be limited to 25, and 587 are blocked by default to ensure security and compliance. If you require access to these ports, you can open a support ticket and complete a KYC check to enable these services.

You must cancel your service before the end of the service period.

### 2.1 Minecraft Server Hosting

**Budget Hosting:** Ideal for small to medium-sized Minecraft servers, offering a cost-effective solution with essential features and reliable performance.

**Premium Hosting:** Tailored for larger servers and networks, providing enhanced resources, features and priority support.

### 2.2 Discord Bot Hosting

Host your Java, Python and Javascript discord bots with us, ensuring uptime and scalability. Our hosting solutions cater to bots of all sizes, from community bots to bots serving millions of users.

### 2.3 System Administration

System administration services to manage and maintain, including servers owned by us and servers provided by yourself.

### 2.4 Dedicated Hosting

Full control and high performance using our dedicated hosting solution. Ideal for high-traffic websites, large applications, and enterprise-level projects.

### 2.5 Managed Hosting

Hassle-free hosting experience with our managed hosting services. We handle the technical aspect of server management and administration, allowing you to focus on growing your business.
# Outline what is included in managed hosting

# 3. Acceptable Usage Policy (AUP)

This policy governs the use of all services provided by us, including but not limited to the products and services outlined in our Description of Service. We reserve the right to amend this AUP at any time. Your continued use of the service after any such changes constitutes your acceptance of the new terms.

Please note  that any violation of this Acceptable Use Policy may result in the suspension or termination of your service and/or account. The specific consequences for violations may vary on a case-by-case basis, depending on the severity and nature of the violation.

### 3.1 Prohibited Content and Activities

3.1.1 Illegal activities: Users may not use our services for any activities that violate any local, state, national, or international laws or regulations.
3.1.2 Harmful Content: Distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of destructive or deceptive nature is prohibited.
3.1.3 Infringement of Intellectual Property: Users must not infringe upon the intellectual property rights of others, including trademarks, copyrights, and patents. Please see 4.0 for our DMCA Policy.
3.1.4 Adult Content: Hosting adult content, including pornography, on our servers is strictly prohibited.
3.1.5 Hate Speech and Harassment: Content that promotes hate, violence, harassment, terrorism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation , or age is not permitted.
3.1.6 Spamming: Sending unsolicited bulk messages over the Internet (spamming) is forbidden.
3.1.7 Fraudulent Activities: Engaging in fraudulent activities is strictly prohibited.

### 3.2 Resource Usage

3.2.1 Users must not engage in activities that adversely affect the normal operation of our servers or other user's experiences. This includes overuse of network resources, excessive CPU or memory usage, and any activities that may lead to server performance degradation.
3.2.2  Our services may be marketed as "unlimited" bandwidth, storage or otherwise. This term is however subject to fair use. The term "unlimited" is not to be interpreted literally. It is intended to mean that the users have access to bandwidth and storage capacities that are ample for normal operation of a typical website or service as outlined in 2. Description of Service. However this does not imply the provision of infinite resources. We reserve the right to determine what constitutes acceptable and fair use.

If your usage is deemed to be excessively beyond the scope of fair use, as solely determined by us, we may contact you to discuss your usage needs and potential solutions. This may include, but is not limited to, recommending upgrades to a higher-tier service, implementing usage limits, or suspending or terminating the service in cases of extreme overuse.

### 3.3 Security

3.3.1 Users are responsible for maintaining the security of their own hosting accounts and content. This includes using strong passwords and keeping all software on their servers up-to-date.
3.3.2 Unauthorized access to other accounts or networks (hacking) is prohibited.
3.3.3 Users must not engage in any activities that may interfere with the operation of our network or infrastructure

# 4. Copyright Policy

### 4.1 Disclaimer of Affiliation

We are not affiliated, associated, authorized, endorsed by, or in any way officially connected with Mojang AB, the creator of Minecraft, or Discord Inc., or any of their subsidiaries. The official Mojang AB website can be found at [https://minecraft.net]. The official Discord Inc. website can be found at [https://discord.com/]. The names "Minecraft" and "Discord" as well as related names, marks, emblems, and images are registered trademarks of their respective owners.

### 4.2 Copyright Complaints and DMCA Policy

We respect the intellectual property rights of others and expect its users to do the same. We will respond to notices of alleged copyright infringement in accordance with the Digital Millennium Copyright Act ("DMCA").

4.2.1 DMCA Notice of Alleged Infringement ("Notice")

To file a Notice of Infringing Material, please provide a notification containing the following details:
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive work that is allegedly infringed.
- Identification of the original allegedly infringed works.
- Identification of infringing works that are to be removed or disabled along with information reasonably sufficient to locate the infringing material.
- Contact information such as an address, telephone number, and, if available, an email.
- A statement of good faith belief that use of the material is not authorized by the copyright owner and does not fall under fair use.
- A statement that the information in the notification is accurate, and under the penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

4.2.2 DMCA Counter-Notice

If you believe that your content has been removed (or access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may need to respond with a counter-notice containing the following information:
- A physical or electronic signature
- Your contact information including name, address, telephone number, and email address.
- Information reasonably sufficient to locate the infringing material.
- Contact information such as an address, telephone number, and, if available, an email.
- A statement of good faith belief that the content was removed or disabled as a result of mistake or misidentification of the content.
- A statement under the penalty of perjury that information provided is accurate.

If a counter-notice is received we may forward this notification to the original complaining party.

## 4.3 Copyright Contact

For any notices, complaints or questions please contact our copyright agent.
**Email:** copyright@abyss.host
**Address:**
1150 NW 72ND AVE TOWER 1 STE 455 #14682
MIAMI, FL 33126.
**Discord:** discord.gg/mchost

# 5. Service Availability and Limitations

Services and products offered by us are subject to the availability of resources, personnel, and technological capabilities, as well as market conditions and other factors that may influence supply and demand. We reserve the right to modify, suspend, or discontinue any service or product without prior notice, in response to changing circumstances and business needs. Customers are encouraged to confirm the availability of specific services or products before making plans or decisions based on them.

We shall not be held liable for any failure to fulfil our obligations under this agreement when such failure arises due to circumstances beyond our reasonable control. This includes, but is not limited to:

(i) Mechanical, electrical, or communications failures or degradation;

(ii) Acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, pandemics;

(iii) Shortages of facilities, fuel, energy, labor, or materials;

(iv) Scheduled, recurring, or zero impact maintenance;

(v) Unavailability due to third-party outages or maintenance;

(vi) Unavailability due to misuse by the user;

(vii) Unavailability due a DMCA or legal notice;

(viii) Issues originating from the user's software;

(ix) Problems caused by third-party providers;

(x) Effects of Denial of Service attacks, viruses, hacking attempts, or bugs in code, hardware, or services, where no commercially reasonable solution exists (even if a workaround is known);

(xi) Any force majeure or other events not within our direct control or that could not have been mitigated with commercially reasonable care.

In the occurrence of any such force majeure events, we commit to promptly informing customers and to resume performance as swiftly as possible.

## 5.1 Service Level Agreement (SLA)

We agree to maintain a minimum service availability of 99.5% during the term of this Agreement.

**Service Credit for Service Availability**:

a) If the service availability falls below 99.5% but remains above 99%, the customer shall be entitled to receive a service credit of 10% of the monthly service fee for the affected service.

b) If the service availability falls below 99%, but remains above 95%, the customer shall be entitled to receive a service credit of 25% of the monthly service fee for the affected service.

c) If the service availability falls below 95%, the customer shall be entitled to receive a service credit of 100% of the monthly service fee for the affected service.

**Service Credit Limit**

**Maximum Service Credit**: The total service credit provided to the customer shall not exceed 100% of the monthly service fee for the affected service, regardless of the cumulative impact of multiple service availability incidents.

**Non-Stacking Service Credits**: Service credits under this SLA shall not stack or accumulate for multiple service availability incidents. In the event of multiple incidents in a single billing cycle, the customer shall receive service credit based on the most severe incident as per the provisions outlined above.

**Calculation of Service Availability**

**Service Availability Calculation**: Service availability shall be calculated as follows:

Service Availability (%) = [Total Minutes of Service Uptime in a Month / Total Minutes in a Month] x 100

Where:

- "Total Minutes of Service Uptime in a Month" is the sum of all minutes during which the service was available in a given month.
- "Total Minutes in a Month" is the total number of minutes in the calendar month.

**Service Credit Request**

**Service Credit Request Procedure**: In the event that the customer believes they are entitled to a service credit under this SLA, the customer must submit a written service credit request to the service provider's designated support contact within thirty (30) days of the service availability incident.

**Contents of Service Credit Request**: The service credit request must include:

- A description of the service availability incident.
- The start and end times of the incident.
- Any applicable supporting documentation.
- Contact information for the customer's authorized representative.

# 6. User Registration and Accounts

### 6.1 Account Creation

To access certain features of our services, you must register an account. When creating an account, you agree to provide accurate, current, and complete information as requested during the registration process. You are responsible and agree to keep information up to date.

### 6.2 Account Responsibility

You are solely responsible for activity that occurs on your account, whether authorized by you or not. You must immediately notify us of any unauthorized use of your account and or any other breaches of security. We will not be liable for loss or damage arising from your failure to comply with this section. You are responsible for keeping your account information confidential including your email, password and any other registration information used.

### 6.3 Account Eligibility

By creating an account, you represent and warrant that you are at least 18 years of age or, if you are under 18, that you are at least 13 with consent from a parent or legal guardian. We reserve the right to terminate your account and refuse any and all current or future use of our services if we determine you do not meet these eligibility requirements.

### 6.4 Account Termination

We reserve the right to suspend or terminate your account at any time for any reason, including but not limited to the violation of any term included within our Acceptable Use Policy, Terms of Service, or no reason at all. Upon termination, your right to use our services will immediately cease.

### 6.5 Data Retention

Upon account termination, we may retain your data for a certain period in complete with applicable laws and regulations. After this period, your data will be securely deleted from our servers unless we have a legitimate business interest to retain this data.

## 7. Fees, Payment, and Refund Policy

### 7.1 Service Fees and Notification

Fees for our services are specified on our websites and are subject to change. We will provide notice of any fee changes by updating our website or through other communication means. All fees are due at t he time of service selection or renewal, and are non-refundable except as expressly stated otherwise in these terms.

In the event of a fee increase for any ongoing service, we will provide a thirty-day advance notice via email before applying the new pricing. This advance notice is intended to give you time to assess the changes and make informed decisions about your continued use of our services.

We reserve the right to modify our fees and payment policies at any time.

### 7.2 Payment Terms

Payment for services must be made by one of the methods accepted by us, you are responsible for providing valid and current payment information and for ensuring funds are available to complete the transaction.

### 7.3 Late Payment

In the event of late payment, we may suspend or terminate your services. A late payment fee of 8% per month or the maximum permitted by law, whichever is lower on the outstanding balance may be applied. We reserve the right to pursue any amounts you fail to pay in connection with the services.

### 7.4 Billing Discrepancies

You must notify us in writing if you dispute any portion of any fees paid or payable to us. The notice must be provided to us within fourteen-days of the billing date and must reasonably detail the nature of the dispute. Failure to comply with this time frame will result in the waiver of any right to dispute the charges.

### 7.5 Refunds

Refunds, if applicable, are granted at our sole discretion and only in cases where the service has not been provided as described. All refund requests must be made in writing within #-days of purchase.

**7.6 Service Cancellation**

You may cancel your service in accordance by providing notice as outlined for your service in 2. Description of Service. If your service is not listed in 2.0 Description of Service then you must provide seventy-two hours notice.

**Contact Information**

If you have any questions or concerns regarding these Terms of Service or any aspect of you service, please contact us using one of the following methods:

**Email:** [support@](mailto:support@)abyss.host
**Address:**
1150 NW 72ND AVE TOWER 1 STE 455 #14682
MIAMI, FL 33126
**Discord:** discord.gg/mchost

We are committed to providing the best possible service and will aim to respond to your queries as quickly as possible. Please note that response times may vary depending on the nature of your inquiry and volume of queries we receive.