

RelyHost Terms of Service

Last Revision: 1/13/2024

Introduction

For the benefit of all of our customers, we have a few rules and regulations regarding our services. It is important that you follow them, so we've tried to make them as clear, short, and easy to read as possible. For the purpose of this document, "your service" and similar terms refer to any service held by you, or rented from us. "We" refers to us; RelyHost.

If you have any confusion after reading our Terms of Service, feel free to contact support and request clarification on any one of these points. While we will try to give reasonable notice for major changes to this document, this isn't always possible - so check back frequently for updates.

General

- Please use common sense. If you think something you're doing could get you into trouble, it probably will.
- We reserve the right to terminate any service at any time without the possibility of a refund. Hopefully, we won't have to.
- We reserve the right to change our Terms of Service at any time. It is your responsibility to keep yourself updated with our Terms of Service.
- Don't use your service to do anything that would be deemed illegal in the United States or your country of residence.
- Don't use your service to disrupt or interfere with any other RelyHost service. Additionally, don't use your service to disrupt or interfere with any other service on the internet.
- In order to use our service, you must be at least 13 years of age.
- If you are 13 or older but under 18 years of age, you must have your parent or legal guardian's permission to use our service. Please have them read through this agreement with you.



Restricted/Acceptable Use Cases

- **The following uses are prohibited on our network. Engaging in these activities on our services will result in an account and/or service suspension without notice.***
 - Copyrighted content hosting and/or linking to pirated content
 - Open proxies
 - Stressers/booter websites
 - Mail/SMS bombers
 - Mass mail**
 - Resource intensive activities (CPU, I/O, Network, etc)
 - IP spoofing
 - Network/port Scanning
 - Distribution of credentials and/or personal information
 - Denial of Service (D)DoS attacks
 - TOR exit nodes
 - Open DNS resolvers
 - Hola
 - Kloxo
 - Virtual currency mining
 - World Community Grid, Folding at Home, or similar software
 - CrystalMines
 - HitLeap or any artificial traffic creation
 - HYIP websites
 - iBusinessPromoter or similar software
 - Vulnerability scanning
 - Bruteforcing
 - Social media crawlers
 - Cracking
 - Botnets
 - Illegal pornography
 - Hivemail
 - Telnet or SSH access scripts
 - Usenet
 - Destructive activities including but not limited to phishing, malware, and/or distributing malicious content
 - Illegal activities including but not limited to ponzi schemes, pyramid schemes, phishing, scam websites, and pirating software
 - Video streaming



- Content delivery networks (CDN)
- LIULIANGKUANG
- Multics, CCcam, or any other card sharing software
- Chinese private game servers and related websites
- Any form of file hosting, file storage, cyberlocker, leeching, or similar activity is prohibited***
- Any content which we believe poses an elevated threat to the integrity and/or safety of our services

* This list is not extensive, and we may remove content that is not described in this list.

** Please review the "Spam" section of our Terms of Service.

*** File hosting and file storage are allowed on our VPS or Dedicated Server plans.

Backups

- We may provide backups in addition to our services.
- We are not responsible for access to these backups or the software that manages them.
- Backups are provided on a "best-effort basis", and you should manage your own backups in addition to the ones we provide.
- We may purge old backups from our systems to free up space.
 - Shared Hosting / Reseller Hosting: after 7 days, or at our own discretion
 - Bot Hosting: after you have met your backup limit, or at our own discretion

DDoS Attacks

- Our networks are equipped to mitigate attacks of all sizes from all of our services.
- Users whose services are frequently attacked may be asked to apply additional protection.
- If the attacks are persistently affecting the performance of our network, we may ask you to relocate to a different provider or find additional DDoS protection to apply in addition to ours.

Virtual Private Servers (VPS)

- On our VPS platform, CPU, network, and disk I/O are shared among other users on the same node. If your VPS is persistently using these resource(s) for a prolonged period of time and/or disrupting the experience of other users sharing the same node, we will notify you to reduce your usage via ticket. Severe cases



may result in your VPS being rebooted, shut down, and/or suspended. Failure to acknowledge an abuse notification will result in a suspension of your VPS.

Reseller Web Hosting

- We offer affordable & “unlimited” reseller hosting accounts.
- “Unlimited”, “Unrestricted” and “Infinite” storage or bandwidth doesn't mean you can host large files on our servers. Our plans are designed for hosting websites, blogs, and forums. *Large, complex, or inefficient websites are not allowed and may be throttled or terminated.*
- We have the ability to intervene and remove any content uploaded by accounts if it doesn't meet our standards.
- We enforce no “limits” or “caps”, but our team is constantly monitoring our servers for unusual activity or abusive behavior.
- Our white-label approach shouldn't be considered “private”, we will still work directly with law enforcement or IP holders to resolve any disputes or reports of illegal activity.
 - Our white-label landing pages and records have very prominent report channels that we monitor 24/7.
- Resellers that take up a considerable amount of storage/bandwidth may be contacted to negotiate additional fees and/or pricing as a result of the increased load on our systems.
- RelyHost should not be held responsible to provide support to your users.
 - Our support team is only equipped to assist users who purchase services directly from us.
- You are encouraged to monitor the behavior of the accounts you host, as any reports filed against accounts you provide services to may result in action against your reseller account as well.
- If your reseller account is terminated or suspended, all of your resold sub-accounts will also be disrupted. We make no guarantee about reliability or support after your account is terminated or suspended.
 - This includes billing-related incidents.
- Resellers are responsible for ensuring their clients also abide by our terms of service (in addition to any of theirs)
 - You must adopt our Restricted Use Cases into your policies
 - Resellers may be suspended or terminated for repeatedly failing to enforce the Restricted Use Cases



Security

- Your account is your account. Don't share your account details.
- Failure to report account breaches may result in suspension or termination of services.
- As we have rules preventing you from sharing your account, we assume that any use of your service to violate these rules was done by you, therefore it will be you and your service that will be penalized.
- Furthermore, don't use your service to exploit flaws in our software or hardware, or the software or hardware of other internet services.

Spam

- All users must comply with all relevant legislation and regulations on bulk and commercial e-mail, including but not limited to the CAN-SPAM Act of 2003.
- Users may not send mass unsolicited e-mail, which is an email that is sent to recipients who have not "opted-in" to mailings from the user. Users who send mass mailings must maintain complete and accurate records of all consents and opt-ins and provide such records to RelyHost upon its request. If a user cannot provide positive and verifiable proof of such consents and opt-ins, we will consider the mass mailing to be unsolicited. Users are prohibited from operating mailing lists, listservs, or mailing services that do not target an audience that has voluntarily signed up for e-mail information using an "opt-in" process or that has made their e-mail addresses available to a user for distribution of information. Users who operate mailing lists must maintain complete and accurate records of all consents and "opt-in" elections and provide such records to RelyHost upon its request. If a user cannot provide positive and verifiable proof of such consent and "opt-in" elections, we will consider the list mailing to be unsolicited. Any user-maintained mailing list must also allow any party on the list to remove itself automatically and permanently. Other prohibited activities include, without limitation, the following:
 - Use of our network for the receipt of replies to unsolicited mass e-mail.
 - Forgery of e-mail headers (spoofing);
 - Spamming via third-party proxy, aggregation of proxy lists, or installation of proxy mailing software.
 - Configuration of a mail server to accept and process third-party messages for sending without user identification and authentication.
 - Hosting web pages advertised within "spam e-mail" sent from another network (spamvertising).
 - Hosting web pages or providing services that support spam.



- Any other unsolicited bulk messages, postings, or transmissions through media such as weblog posts, IRC/chat room messages, guestbook entries, HTTP referrer log entries, usenet posts, pop-up messages, instant messages, or SMS messages.
 - Instructing others in any activity prohibited by our policies.
- If, as a result of your actions, our domains and/or IP address ranges are placed on black hole lists or other mail filtering software systems, your server may be suspended and possibly terminated upon further investigation.
- We may request that you move high-volume e-mail applications to a third-party email delivery service to ensure high deliverability rates on our IP ranges. Our networks automatically limit users who send large volumes of e-mails and we may apply additional limitations if you continue to send large volumes of e-mails (even if it is not abusive).

Payments

- Services are not activated until the first payment is received.
- If you don't renew your service before it expires, you have a one (1) day grace period in which you can pay the invoice for overdue services without disruption or penalty. A late fee will be applied after this grace period. After 7 days, your service will be suspended.
- You are sent 2 notices for all invoices.
 - 1st notice 7 days before the invoice due date
 - 2nd notice 1 day before the invoice due date
- A 25% late fee will be applied to all late invoices 1 day past their due date, with a minimum late fee of \$1.00 or the equivalent conversion in the invoice's currency.
- Any chargebacks or payment disputes will result in immediate account suspension. Please contact support if you have a problem, we are willing to help sort things out.
- We offer the ability to set up scheduled payments for the purpose of automatically adding credit to your account at your specified frequency. If you choose to schedule any automatic payments (e.g PayPal subscription) these are associated with your account and not any individual service.
- Account credit is non-refundable and non-withdrawable.

Refunds & Disputes

- All refund requests must be made via a ticket on our website.
- When requesting a refund, you must be logged into your client account.



- If you are not logged into your client account when submitting the ticket we cannot accept it as a refund request.
- If this occurs, our support team will ask you to log in and submit the request. We are willing to grant 48 hours from the time of our request for you to log in and request a refund.
- When logging in and opening your new request, you will need to reference the original ticket ID from the ticket you created while not logged in (this is only required if your initial 72 hour period has passed).
- Failure to provide the ticket ID will mean we are unable to locate your original request - we will not grant any additional time in this case.
- A payment made for the renewal of a service cannot be refunded.
- If the client opens a dispute, we reserve the right to suspend any and all of the client's services.
- All refunds will be provided as credit or via the original payment method at our discretion.
- If the client has opened any disputes on any transaction, refunds will only be provided at our discretion, and not in accordance with our refund policy.
- When a refund is issued, any related services will be terminated.

Our refund policy

- Subject to the conditions below, we can provide a refund within the first 72 hours of ordering a new service - all we ask is that you tell us why you wish to cancel your service and receive a refund.
- Each client is only eligible to claim our 72 Hour Refund Policy once.
- Refunds for services are available within the first 72 hours of a monthly plan commencing - please contact support to request a refund. Beyond this period, refunds are given solely at our discretion.
- All refund requests must be submitted via a cancellation request on our website. The 72 hours are counted from the time of order to the time the cancellation is submitted.
- The client may be asked why they wish to receive a refund before a refund is issued, in which our team may offer assistance to resolve the issue the client is experiencing. If there is no response from the client within 48 hours of any of our messages, eligibility to claim the 72-hour refund will be lost.
- The client must provide a reason for the refund request, however, the reason provided will not affect eligibility.
- The client will be asked for confirmation on their refund request before a refund is issued. If the client fails to make a confirmation within 48 hours of our request to do so, eligibility to claim the 72-hour refund will be lost.



- Our 72-hour refund policy only covers the first 72 hours after a new plan commences. Payments made for the renewal of services are not eligible for our 72 Hour Refund Policy.
- Opening a dispute on any of your payments will void the eligibility for our 72 Hour Refund Policy.
- Our 72-hour money-back guarantee only covers a single transaction per client account.
- If the client retracts the refund request or states that they do not confirm the refund, the request will become void. A new refund request can be submitted after this point, but will be treated as a new request and will only be eligible if 72 hours from the client's order has not passed.
- Any client found to be creating multiple accounts in order to claim the 72-hour refund multiple times will be denied a refund.

Overpayments & accidental payments

- We understand that overpayments and accidental payments sometimes occur and are willing to work with you to resolve the issue.
- A payment made by the user is not an "accidental" payment, and a refund of this type is subject to the conditions under the "Refunds & Disputes" section of this document.
- An "accidental" payment is a payment that was made manually by the client that was not due. For example, if the client had completed their payment multiple times. Payments of this type will be referred to as an "overpayment" from here on.
- An overpayment occurs when an invoice is paid multiple times - when this occurs, credit with the value of the overpayment is added to the client's account.
- Refunds can be offered for overpayments under the following conditions:
 - The refund request is made within a reasonable timeframe of the payment being sent. Payments via PayPal and other payment processors restrict the time frame a refund can be issued. For this reason, we ask that your request be made within 7 days to give us plenty of time to issue the refund. If the refund request is made beyond this point, we cannot guarantee we will be able to issue it.
 - If there are multiple overpayments, only payments made within the past 30 days at the time the ticket is handled can be issued. This is why we ask that you open a ticket with the request as soon as possible.
- When requesting a refund for an overpayment, please ensure you let us know the PayPal email used to make the overpayment, or the equivalent information for



the payment method used to locate the payment, as well as the date the payment was completed.

Warranty

- We offer a warranty period for some of our services. If you are no longer covered by our warranty, you may be billed for additional changes to your service, which are detailed below.

Premade Discord Bots Lifetime Warranty

- Our premade Discord bots offer occasional updates for the lifetime of our service. These updates are provided free of charge to all customers that own the service.
- RelyHost is not responsible for installing the updated versions of our services, and installing our updated bots to modified versions of our services is not recommended.
- We will not provide support for;
 - Modified versions of our bots
 - Adding features to the premade bots
 - Changing features in premade bots
- We may revoke this warranty from any services at any time at our discretion.
- Resold bots may have different warranties/policies that are detailed separately.

Cancelations

- If you do not wish to continue your service, you will need to submit a cancellation for the service from the billing panel. You may contact our support if you require assistance with this.
- You may also wish to cancel any PayPal subscriptions you may have activated for your account. As RelyHost does not have access to the client's PayPal account we cannot and will not be responsible for incidental payments made from using the automatic payment subscription service.

Privacy

- Our website stores access logs with details for every visitor for security purposes, which includes information such as your browser details and your IP address.
- Our website uses cookies, small pieces of information stored on your computer, for our Billing Panel and your service's control panel. You can disable and delete



these in your browser, however, they are necessary for certain features to work correctly.

- Any personal details provided through our billing system are held until the account is closed. These details are only available to RelyHost administrators and support staff and are only used for the purpose of fulfilling orders. To request an account close, contact support.
- Please review our Privacy Policy for more information.

Disclaimer of Warranties

- Our services are provided 'as is' and 'as available,' without any warranties, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation of Liability

- In no event shall RelyHost or its directors, officers, employees, agents, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) the use or inability to use our services; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from our services; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our services by any third party; (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not RelyHost is advised of the possibility of such damages.
- Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you. If any provision or part of a provision of these terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms and does not affect the validity and enforceability of any remaining provisions.
- We will usually attempt to make situations that occur in damages right, but we are not obligated to and at any time can refuse to provide any resources.



Informal Dispute Resolution

- In the event of any dispute, claim, or controversy arising out of or relating to these terms or the breach, termination, enforcement, interpretation, or validity thereof, the party asserting the dispute shall first attempt to resolve it through good-faith negotiation.
- Either party may initiate the negotiation process by providing written notice of the dispute to the other party, describing the facts and circumstances giving rise to the dispute and the relief sought.
 - Email: abuse@relyhost.io
- Upon receipt of the notice, the parties agree to enter into negotiations promptly and in good faith to attempt to resolve the dispute. The negotiation period shall commence within 30 days of the date of the notice.
- If the dispute has not been resolved after the response time has expired, or within 30 days after a response has been issued, whichever is earlier, either party may file legal action against the other. Engaging in this informal dispute resolution process is a requirement that must be completed before filing any legal action. You and RelyHost agree that you both will make a good faith effort to resolve the dispute amicably before either you or RelyHost files any legal action against the other, and that the statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process.

Violations of this agreement

- For certain violations of these Terms of Service, we may endeavor to provide notices or warnings via email or support ticket, however, this is at our discretion.
- Generally, any violation of these terms may result in account suspension, termination, or closure without refund.
- Any attempts to exploit any part of our system in any way may result in account suspension, termination, or closure without refund.

Abuse

- **To report abuse on our network, please e-mail us: abuse@relyhost.io**
 - We operate several other abuse emails as a part of our white-label network. All requests will be forwarded to the same team, so feel free to use those emails as well so we can better understand your request.

