

Terms of Service / Acceptable Use Policy

Use of our service, whether directly or indirectly, constitutes your acceptance of these terms and agreement to abide by them. We reserve the right to amend or adjust these terms at any time. Your continued use of our services constitutes your acceptance of any changes we make. If you engage in any of the activities prohibited by this document UnReal Servers, LLC may suspend or terminate your account without notice or refund.

Prohibited Uses of UnReal Servers, LLC Systems and Services:

1. WE DO NOT TOLERATE SPAM, AT ALL. You may not use our service to send, relay, or participate in any way with the transmission of unsolicited bulk email (SPAM). If you operate a mailing list of any kind, you must provide upon request, double-opt-in records.
2. Resellers assume all responsibility for compliance of their clients, and agree in the event of violation of these terms, to provide the complete identities of their clients to us upon request.
3. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, illegal pornography, or violates export control laws.
4. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through UnReal Servers, LLC's servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on UnReal Servers, LLC's servers, is prohibited. UnReal Servers, LLC accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
5. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by UnReal Servers, LLC customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any UnReal Servers, LLC-hosted domain, or referencing any UnReal Servers, LLC account, is prohibited.
6. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
7. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso.

8. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
9. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
10. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Unreal Servers, LLC customers or end-users by any means or device.
11. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Unreal Servers, LLC network or on another provider's network with or without the consent of the recipient of the flood. This includes participation whatsoever in DDoS, DoS, flooding, booting, stressing, or whatever you want to call it. If you're not sure if it's flooding, and you don't want to ask us first, then it's flooding.
12. Using Unreal Servers, LLC's Services to interfere with the use of the Unreal Servers, LLC network by other customers or authorized users.
13. IRC websites/servers are not allowed.
14. Piracy, hacking, cracking, phreaking, warez, exploitive software, or text that educates or encourages this activity and/or use is not allowed.
15. You may not host any material that defames, abuses, harasses, or threatens any person or group.
16. You may not reference UnrealServers, LLC in any email that you send or in your publicly visible content without the express written permission of Unreal Servers, LLC
17. You may not use our service in the commission of any crime that violates the laws of local, state, and federal government of the United States of America. Violations of this provision may result in us making your information about your service and its use available to law enforcement with or without your consent or knowledge.
18. You are solely and fully responsible for the contents of your account. Any and all repercussions will be borne solely by you as the account holder.
19. In no event will UnrealServers, LC be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use UnrealServers's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.
20. Due to the nature of our industry, we do not offer refunds.
21. Your bill is due 10 days after your invoice is sent. An e-mail requesting payment is sent to you if your bill is unpaid. It is your responsibility to make sure your bill is paid before the due date. We do not telephone or send postal mail notifying about disconnects. Disconnection may occur if your account has an overdue, unpaid invoice. If you are concerned that an e-mail may not reach you, then

you should proactively check your account for bills or schedule payments with your financial institution if your payments are regularly the same amount. If you are unsure if your credit card or PayPal account will work, you may send a check, to arrive before your due date to 'UnReal Servers' 201 E 16th Ave, UnReal Servers, North Kansas City, MO 64116 to avoid suspension for nonpayment.

22. Our address for deliveries is:

201 E 16th Ave

UnReal Servers 103.10.X

North Kansas City, MO

64116

Our address for visitation is:

1530 Swift

Appointment via Ticket, Required. Blue Doors

North Kansas City, MO, 64116

23. Cancellation of your service must occur before the due date to avoid the following month's charge. If after 10 days of receiving your invoice, you do not cancel your service, you are liable for the full invoice amount.
24. A billing dispute of any kind does not exempt you from paying current and future bills. Billing disputes resolved in the customer's favor will receive account credit for overpayment.
25. We are not liable for any damage or loss of data due to insufficient cooling, heating, bandwidth, or acts of God. This includes colocation or dedicated servers.
26. If any chargebacks occur on your credit card or PayPal account we reserve the right to terminate your service and recycle your server(s) immediately and without notice.
27. Anyone caught violating our Acceptable Use Policy or Terms of Service may be terminated without warning and with no refund.
28. As part of our continuing commitment to deliver reliable service to legitimate clients, we utilize third-party services to screen new orders for previous fraudulent activity and report existing who violate our Terms of Service. In case of a violation, your actions may be reported to these services for misbehavior.

Customer Responsibility for Customer's Users

Each UnReal Servers, LLC customer is responsible for the activities of its users and, by accepting service from UnReal Servers, LLC, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of an UnReal Servers, LLC customer will be forwarded to the UnReal Servers, LLC customer's postmaster for action. If violations of the UnReal Servers, LLC Acceptable Use Policy occur, UnReal Servers, LLC reserves the right to terminate services with or take action to stop the offending customer from violating UnReal Servers, LLC's AUP as UnReal Servers, LLC deems appropriate, without notice and without refund.

Please direct any questions regarding our Terms of Service to Support@UnRealServers.net.