

# Fxhoster VPS Agreement

The Fxhoster VPS Agreement governs the terms and conditions in which You (“Client”, “You” or “Your”) purchase a new VPS through Fxhoster.

You hereby agreed to this Agreement. The terms in this policy are supplemental to The Fxhoster’s VPS Agreement governs the terms and conditions in which You (“Client”, “You” or “Your”) purchase a new VPS through Fxhoster.

General Terms and Conditions and [Acceptable Use Policy](#) and You will be bound to all of these when carrying out business with Fxhoster.

This Agreement is divided into the two following parts:

Part 1: are General VPS Terms and Conditions

Part 2: are “Add-ons” Terms and Conditions

# Part 1 - General VPS Terms and Conditions

## 1. Scope of the Agreement

1.1) This Agreement governs the provision of VPS services to You by Fxhoster, in addition to certain maintenance relating to the same (the “Services”).

1.2) The Services consist of Fxhoster making a partition on a commonly used server available to You with certain, limited server functions granted to You via software control (a “Virtual Server”). You acknowledge that this is not the same as a Dedicated Server and as such access to related software and certain functions of the system hardware is limited.

1.3) Fxhoster agrees to provide the use of a Virtual Server to You, for Your exclusive use at the price agreed upon before the initiation of service, for the term as defined in the Agreement and Order Confirmation.

1.4) Subject to events outside of our control (see Clause 2 below), Fxhoster additionally agrees to maintain the hardware on which the Virtual Server is located and keep the Virtual Server running. You acknowledge that Fxhoster is not responsible for managing the content of the Virtual Server in any way.

1.5) You represent and warrant that You have or have access to the knowledge and expertise necessary to configure, maintain, monitor, and secure the Virtual Server.

1.6) Access to the Virtual Server is limited to You and anyone authorized by You. You acknowledge and consent that Fxhoster may require limited access to your Virtual Server as and when necessary without further notice to you.

## 2. Service Delivery

2.1) Every reasonable effort is made by Fxhoster to maintain the uninterrupted operation of Your Services. Despite this, due to a number of circumstances that are beyond Fxhoster's control, you acknowledge that given the nature of such services, Fxhoster cannot guarantee that the Services, when delivered via the internet, will be uninterrupted or error free.

2.2) To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by Fxhoster to the Client on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement, including as to satisfactory quality and fitness for a particular purpose. In particular, Fxhoster gives no warranty or representation that:

2.2.1) the Services will meet the Client's requirements;

2.2.2) the Services will be provided on an uninterrupted, timely, secure or error-free basis;

2.2.3) any results obtained from use of the Services will be accurate, complete or current; or

2.2.4) the Services provided will be compatible with any files or software You install or upload to the Virtual Server.

2.3) If You upgrade or rebuild (i.e. restore the default settings) Your Services at any time during the term of the Services You acknowledge that the Virtual Server reboots immediately. As such, Fxhoster will not be liable for any loss of data or other consequences of such action.

### 3. Fees and Billing

3.1) The Services shall be charged in accordance with the fees set by Fxhoster as set out in the Order Confirmation. These may be varied from time to time and published on the Fxhoster website.

3.2) Customers will be required to pay a minimum \$4.49 + VAT @ 0.00% set-up fee upon purchase of a VPS.

3.3) When the Services are renewed in accordance with the Agreement, the fees will be charged at the last invoice raised.

3.4) Customers who purchase a VPS with Windows server 2012 R2 operating system acknowledge that payment is made out to Fxhoster Inc and not Microsoft.

3.5) If Customers upgrade the specifications of their Services during the term of the Agreement, the price difference will be charged immediately at a pro-rata rate relative to the remainder

of the current billing period and the unit price of each element of their upgrade.

3.6) If Customers downgrade the specifications of their Services during the term of the Agreement, the price difference in relation to the remainder of the current billing period will not be refunded. The full price of the downgrade will then be charged at the start of the following billing period. The Services will remain at the specifications before Customers action the downgrade until the end of the current billing period.

3.7) Customers may change their billing periods from monthly to yearly and vice versa via their Control Panel.

3.8) In the event that Customers change their billing periods from monthly to yearly, Customers will be billed from the start of the next calendar month.

3.9) In the event that Customers change their billing periods from yearly to monthly, pro-rata refunds will not be made to the customer due to annual payments being made in advance. The next monthly invoice raised will be after the end of the initial term.

## 4. Expiry and Cancellation

4.1) Customers acknowledge that where an expiry date is displayed in the Customer's Control Panel, the VPS and its

associated services will automatically suspend 7 days after expiry and shall be cancelled and deleted 14 days after expiry.

4.2) Customers may cancel any Add-ons via their Control Panel.

4.3) Customers acknowledge and understand that upon cancellation their data is automatically removed on the date of cancellation and it is their responsibility to ensure that a full back up has been made by them prior to cancelling.

4.4) In the event that Customers cancel their Fxhoster services mid-way through their contract with us, they will not be entitled to any refunds for the remaining amounts or any other related amounts.

4.6) In the event that Customers wish to continue with using Fxhoster but have set their contract to cancel by a specified date, Customers may reactivate their services with us prior to the specified date by clicking “un-cancel”.

## 5. Upgrades and Downgrades

5.1) Customers may upgrade or downgrade their services via their Control Panel.

5.2) For terms in relation to Billing with Upgrades and Downgrades, please see sections 3.3 and 3.4.

5.3) Customers acknowledge and understand that they cannot downgrade their services to a VPS Starter package.

## 6. Appropriate Usage of the Services

6.1) The terms governing the appropriate use of Your Services and the Virtual Server can be found in the Acceptable Use Policy.

## 7. Support

7.1) The 24-hour, 7 seven days a week Support offered by Fxhoster relates to hardware and network support only.

7.2) Fxhoster does not provide phone support or other technical assistance for the administration of the Virtual Server or otherwise related to the Services.

7.3) You acknowledge that Fxhoster's support does not cover software or any other content uploaded or installed by You or third parties authorized to access Your services including Windows Server 2012R2.

7.4) Ticket support is also available 24 hours, (excluding public holidays).

## 8. Your Additional Responsibilities

8.1) By hosting information on a Virtual Server, depending on the configuration of the Virtual Server, You acknowledge that such information may be accessible to all Internet users. Fxhoster does not limit or restrict access to this information, nor do We protect any of this information from copyright infringement or other wrongful activity taken by third parties. As such, You

assume full responsibility and risk for Your use of the Virtual Server.

8.2) It is Your sole responsibility to assess and determine the accuracy, completeness and quality of the Services provided to You by Fxhoster.

8.3) The Fxhoster VPS is an unmanaged server and therefore, it is Your sole responsibility to ensure that Back Ups of Your data is taken.

## 9. Remedies & Limitations

9.1) THE TOTAL SOLE AND EXCLUSIVE REMEDY AVAILABLE TO YOU AS THE RESULT OF ANY BREACH OF THIS AGREEMENT, NEGLIGENCE, OR ANY ACTION OR FAILURE TO ACT WHETHER INTENTIONAL OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY YOU TO FXHOSTER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING ANY ALLEGATION OF THE AFOREMENTIONED ACTIONS.

9.2) In no event shall Fxhoster be liable for any loss of profits, loss of business, or any indirect, special, exemplary, punitive, incidental or consequential damages as the result of any such action or inaction without regard to the likelihood of any such damages.

9.3) Fxhoster is not responsible for any delay, lack of connection, slow connection, loss of data, loss of usability, or any other similar issues, due, but not limited to, any of the following:



9.3.1) the active or passive negligence of Fxhoster, You or any third party;

9.3.2) downtime due to scheduled maintenance;

9.3.3) an upgrade, downgrade or other alteration to Your Services or the Virtual Server;

9.3.4) hardware failure, (including issues caused by other users on hardware);

9.3.5) Incompatibility; or

9.3.6) Your error.

9.4) Fxhoster may limit or deny access to Your Services and its systems if, in Fxhoster's judgment and sole discretion, such action is required to prevent damage to the network (including, but not limited to, software and stored data) or to ensure the integrity or security of the network.

## Part 2 - Add-on Terms and Conditions

### 1. Add-ons

1.1) A Fxhoster Add-On is an optional addition to your Fxhoster VPS Plan. Following the successful request to receive Fxhoster Add-Ons, Fxhoster will endeavor to affect your Add-on to your VPS Plan within 24 hours of you receiving your order

confirmation. However in the event that this is not possible due to unforeseen circumstances shall not be held responsible for any resulting loss.

1.2) Fxhoster Add-ons can be purchased via the Customer's Control Panel and the Fxhoster website.

1.3) Customers acknowledge and understand that should Add-ons be cancelled, Fxhoster cannot guarantee the continuing functionality of the Customer's website(s).

1.4) The following Add-ons are provided and governed by Parallel's Terms and Conditions

1.4.1) Proxmox Control Panel

1.4.2) VM Ware

1.4.3) SSL for your Website

1.5) The "Back-ups" Add-on provided by Fxhoster includes access and maintenance however Customers are solely responsible for ensuring that full backups have been made.

1.5.1) Customers have 14 days from the date of expiry to retrieve their data before it is deleted permanently from our systems. For further details please see Part 1 section 4 of these terms and conditions.

1.6) Additional I.P addresses

1.6.1) Customers are limited to purchasing a maximum of 11 IP addresses per VPS purchased from Fxhoster.

1.6.2) Customers acknowledge that Fxhoster shall only offer additional IP addresses for use as a secondary name server or for use with an SSL certificate.

1.6.3) IP addresses you purchase through Fxhoster must also comply with the RIPE Allocation and Assignment policies. Further information can be found on the following link <https://www.fxhoster.com>

1.7) Customers who purchase a VPS with Plesk and Windows acknowledge that this requires them to purchase a minimum of 2GB memory. Customers who purchase a VPS with Plesk and Linux acknowledge that this requires them to purchase a minimum of 1GB memory.

1.7.1) In accordance with the above clause 1.7 Customers cannot downgrade the memory on their VPS below the specified requirements.