

# Terms and Conditions

## DEFINITIONS

"We" "Us" "Provider" "INX-Gaming" or "OSHS Ltd."

OSHS Ltd T/A INX-Gaming  
Unit 1, Globe House  
Bentinck Road  
Hillingdon  
London  
UB7 7RQ

"You" "Your" "Client" "Customer" "User".

Each person or entity who applies for game server and or hosting service is a designate of any one who applies for game server and or hosting service.

## TERMS OF SERVICE

INX-Gaming reserve the right to suspend or cancel with immediate effect, access to any service, when INX-Gaming decided the account is being used inappropriately, or otherwise. INX-Gaming reserve the right to ammend the terms and conditions at any time. It is the customer's duty to check for changes in terms and conditions.

## ACCEPTABLE USE OF SERVICE

Accounts are for the use of the primary owner only. Account holders are not permitted to "borrow", "lend" or "sell", their server, webspace or resources to any third party.

INX-Gaming hold the right to refuse service / and or access to any party, should they deem the application inappropriate, such as an applicant wishing to host pornography or "warez".

## PROHIBITED MATERIAL

The following material is strictly prohibited:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, "mp3's", ".exe files" and any material in violation of any Federal, State or Local regulation.

Adult Material- this includes ALL Pornography, erotic images and media, and any other obscene material. What is and what isn't "Adult Material" is entirely at the discretion of INX-Gaming.

Warez- Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. This also includes links to any sites that mention or contain the above.

## SPAM AND UNSOLICITED MATERIAL

We have a ZERO TOLERANCE towards spam and unsolicited email. Any accounts found using our services to send unsolicited material will be terminated with immediate effect. Offending customers will not be issued a refund of any kind, and will be liable to any clear-up costs.

## **BANDWIDTH POLICY**

In the event of the customer exceeding the bandwidth permitted, INX-Gaming will advise customers that they may purchase extra bandwidth in order to keep their account active. In the event of the customer using excessive bandwidth, INX-Gaming reserve the right to cancel or suspend the account and access to it, to protect other users on the INX-Gaming network and its servers.

## **MALICIOUS AND UNFRIENDLY ACTIVITY**

INX-Gaming's services may not be used for any activity which affects the ability of other people or systems to use INX-Gaming Services or the internet. Interference with or disruption of other network users, services or equipment is prohibited.

## **BACKUPS**

INX-Gaming, does not keep backups of customer's data, it is the customer's responsibility to do so. INX-Gaming highly advises customers to keep regular and current backups to guard against potential loss of data.

## **PAYMENT POLICY**

Accounts may be paid monthly, quarterly, bi-annually or annually. Payment can be made by cheque, bank transfer, 'Paypal', 'Nochex' or credit card. Other payment methods are permitted at the discretion of INX-Gaming. Service will start from the date the server / and or service is setup. In the case of payment by cheque, service will resume when the cheque clears.

Payment must be cleared by invoice due date. In the case of payment not being received, INX-Gaming reserve the right to cancel or suspend service and access, until the debt is settled.

## **Terms of Service**

All payment is to be made in pounds sterling (£).

## **USER CONDUCT**

Clients must not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind.

Abusive behaviour not limited to swearing, cursing, insulting, and or threatening behaviour towards INX-Gaming, its staff or customers is strictly forbidden. Personal abuse of ANY kind, whether transmitted across IRC (Internet Relay Chat), email, forum or telephone will result in immediate termination of service. In this event the customer will not be issued ANY refund.

## **MODS AND RESOURCE FAIR USAGE**

Customers may install and use third party modifications within reason. No guarantee is made as to the stability

of these mods. INX-Gaming make no guarantee any third party mod will work on our systems. INX-Gaming strictly prohibits third party mods that use excessive resources. This includes, and is not limited to 'Zombie Mod'. A maximum of four bots is allowed on any server at any time. Additional bots are at the discretion of INX-Gaming.

## **CUSTOMER INFORMATION**

It is the customers duty to keep INX-Gaming informed of any changes of personal details. This includes and it not limited to your email address, address and telephone number. Your new personal details must be sent three days prior to any new communication being sent to the customer. E-mail is the preferred contact method for general communique. INX-Gaming will not be held responsible for any loss of communication or problems that arise as a result of customers not informing INX-Gaming of their current and accurate contact details.

## **CANCELLATIONS & REFUNDS**

INX-Gaming reserves the right to cancel the service and access to the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership. If a customer contravenes INX-Gaming's terms of service a refund will not be issued in the event of a cancellation.

Customers may cancel their service at any time. In this event, all start-up incentives and loyalty schemes, including free hosting and other services, will be canceled without refund.

Fees charged on a prepay basis are non refundable. In addition some accounts incur set-up fees, these charges are also non-refundable.

You are required to give INX-Gaming FIVE ("5") Days notice to cancel your service else your contract shall automatically be renewed and payment taken. Details on how to cancel can be found [here](#). In the event of 5 days notice not being given by the official means, no refunds will be applicable.

## **QUALITY OF SERVICES**

INX-Gaming will make the best efforts to provide quality and uninterrupted service. However whilst best efforts will be made, 100% uptime and 100% perfect service is not realistic or achievable. INX-Gaming will not be responsible for any damages a service interruption may cause to the client. In the event of technical issues, it is the client's responsibility to report immediately any problems via the OFFICIAL ticket system. The official ticket system can be found at <http://support.inx-network.com>. Failure to report faults via this method and this method only is the client's responsibility. INX-Gaming are not responsible for the client's failure to report problems via the correct means. In the event of technical issues, compensation in the form of contract extension may be applicable, however this is entirely at INX-Gaming's discretion.

## **CONSEQUENTIAL LOSS & COMPENSATION**

INX-Gaming accepts no liability for any loss howeversor arising suffered as a result of any failure or fault in the service provided by INX-Gaming. Any compensation shall be at the discretion of INX-Gaming and shall not exceed the pro-rata value of the loss of service provided. This compensation may take the form of an extension of the defective service or substitution with another service of equal or higher value or cash all at the discretion of INX-Gaming.

## **GAME SERVER USAGE:**

Customers are limited on the number of players & spectators spaces equal to the number of players the server has been rented for. You must not increase the player limits on your server (this includes spectators) without the prior permission of INX-Gaming, and payment of the difference in price. We do not offer refunds to those who wish to reduce player numbers for any reason.

You may not attempt to connect to our server through SSH, Telnet or any other means of unauthorized connections. Failure to comply with this rule may also lead to your server being subject to a suspension of ten days where you shall not be credited or refunded.

All game servers must carry the default name of "INX-Gaming.com >>". Customers must not remove this from the title unless they pay an additional fee to have the server debranded. Game server titles **MUST NOT** contain abusive language, offensive material or bring INX-Gaming into disrepute. Breaching the acceptable naming of game servers will result in the termination of service at INX-Gaming's discretion.

## **Setup Time**

### **GAME SERVERS**

INX-Gaming cannot give any guarantee on a setup date for game servers. While most services will be set up within 24 hours, INX-Gaming will not overload any of their servers in order to set up new services or game servers. In the event of there being no space for new game servers and or services, customers will be put on a waiting list for server availability. Once space is available, the customer's service will be setup.

### **DEDICATED SERVERS/ CO-LOCATION**

INX-Gaming cannot give any guarantee on setup date from the point of purchase, for dedicated servers or co-location services. Normal setup time is 7 working days, however due to circumstances beyond our control this period may be longer. Co-location customers must themselves provide adequate accessories, and or equipment in order for us to install their server in our racks. This includes and is not limited to, 'rackmount rails', 'power leads' and 'cabling'.

### **INDEMNIFICATION**

Customer agrees that it shall defend, indemnify, save and hold INX-Gaming harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against INX-Gaming, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless INX-Gaming against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with INX-Gaming's server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from INX-Gaming's server.

### **DISCLAIMER**

INX-Gaming will not be responsible for any damages your business may suffer. INX-Gaming makes no warranties of any kind, expressed or implied for services we provide. INX-Gaming disclaims any warranty or

merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by INX-Gaming and its employees. INX-Gaming reserves the right to revise its policies at any time.

## **Trademarks**

INX-Gaming, INXGAMING, DOWNLOAD CORE and the INXGAMING logo are trademarks of INX-Network Limited in England and Wales and/or other countries. All rights reserved. All other trademarks are the property of their respective owners. INXGAMING (tm) is an INX-Network Limited brand.