

Please read the following carefully as it is legally binding.

Your use of lythic.host's products, services and web site is subject to the terms of this legal agreement. "lythic.host," "we," and "our" mean lythic.host, . "Products," "services" and "web site" are referred to collectively in this document as "services." By using lythic.host's services you consent to be bound by this agreement. You may not use our services if you are not of legal age to form a binding contract or if you are barred for any reason from receiving our services under the law. lythic.host reserves the right to revise or amend any portion of this agreement at any time and at its sole discretion and without advance notice to you. Any changes will be effective when they are posted to the site. Your continued use of our services following any change in terms of service will signify that you accept such changes. If you do not agree to any changes in the Terms of Service Agreement, Please discontinue use of our services. Violation of the Terms of Service is grounds for cancellation of service without refund and possible civil or criminal prosecution.

Definitions

1. "Charges" means the applicable fees payable by you to lythic.host in exchange for our products and services.
2. "Content" means information published on the lythic.host website or transmitted by us as part of the services we provide.

Interpretation

The provisions of the Terms of Service Agreement are in no way exhaustive. Any conduct that violates laws, regulations, or the norms of internet use is prohibited. lythic.host reserves the right to limit or prohibit any of your activities that damage the reputation of lythic.host as it pertains to your use of our services.

Security

1. You agree not to access or attempt to access any of our services by any means other than the lythic.host interface.
2. You agree not to circumvent lythic.host security features for any reason, particularly in order to access the system without incurring charges.
3. You agree not to engage in activities that interrupt or interfere with lythic.host services.
4. You agree not to use lythic.host in a manner that unfairly, as determined by the sole discretion of lythic.host, encumbers any system beyond those provided to you as part of the service you purchased.
5. You agree not to perform any network-based attack on any network, host, or server, including but not limited to "denial of service" attacks or attempting to crash the server.
6. You agree not to reproduce, sell, or trade lythic.host services.
7. You agree that your account is your sole responsibility and that you will accept the consequences of any breach of your obligations under the Terms of Service agreement.
8. You agree that you are responsible for the security of your account and that you will keep your passwords confidential.
9. You agree that you are responsible for all activities that occur under your account.

Payments

1. No contract or subscription is required with any of our services.
2. Servers can be cancelled by the customer at any time, however no refunds will be given for the remainder of the billing cycle.
3. For game server hosting, you must top up your balance enough for your servers to run: if your server is out of balance, it will be suspended, and deleted after 7 days.
 1. Depending on the case, shared Minecraft plans can be reinstated 6 days after termination if the data is recoverable from our backups.

Limitations of Liability

You expressly acknowledge and agree that to the fullest extent permitted by applicable law lythic.host shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if lythic.host has been advised of the possibility of such damages), resulting from:

1. the use or the inability to use the service.
2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service.
3. unauthorized access to or alteration of your transmissions or data.
4. statements or conduct of any third party on the service.
5. any other matter relating to the service.

Nothing in these TOS shall affect the statutory rights of any consumer, exclude or restrict lythic.host liability arising from fraud or other criminal action or exclude or restrict any liability for death or personal injury arising from the negligence of lythic.host.

Disclaimer

You expressly acknowledge and agree that:

1. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. To the maximum extent permitted by law lythic.host disclaims all warranties, conditions and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.
2. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
3. No advice or information, whether oral or written, obtained by you from lythic.host through or from the service shall create any warranty or other obligation not expressly stated in the TOS.

lythic.host makes no warranty or representation that:

1. the service will meet your requirements.
2. the service will be uninterrupted, timely, secure, or error-free.
3. the results that may be obtained from the use of the service will be accurate or reliable.
4. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.
5. any errors in the software will be corrected.

Proprietary Rights

You agree that you have no right to use any of lythic.host's logos, trade marks, or domain names.

Voice Servers

- Teamspeak servers may not be used to discuss illegal activities.

Minecraft Servers

Support for Minecraft Services

- All Minecraft services that we provide are unmanaged. We do not offer plugin or mod installation for servers, though we may assist at our discretion via support tickets.
- RAM is restricted based on plan ordered. Your server will be allocated with the full amount you purchased. Any memory used for additional java flags (Such as PermGen) will use this allocated memory therefore actual memory in game may not show the full amount that your server is allocated.
- Slots on our minecraft servers are unrestricted.
- Unlimited slots on servers means you can set your server to any slot number you want, this does not mean your server will be able to handle unlimited players. The amount of players your server can handle depends on the RAM you have and plugins/mods/settings on your server.
- CPU intensive servers may be suspended without warning to prevent causing any issues to other clients. You will be notified of this and will give you as much advice possible to get your server using a reasonable amount of CPU resources.
- Disk space for budget and premium servers is unlimited based on fair-usage for the node you are on. While there is a limit in software, we will raise it for you if you are complying with the fair use policy.
- Please note that we do not allow the use of any automated backup plugins on Minecraft servers, as these plugins cause massive disk usage which can result in negatively affecting other customers' services.
- If you are found to be using a script that increases the RAM allocation of your server to more than purchased your server will be terminated without refund.
- Plugins that allow multiple servers to be run on the same package are not allowed. Examples of this are the subservers spigot/bukkit plugin.

Storage

- You agree to stay within the storage limit that is related to your package. If you go over this limit, you will be warned, if no response is made, we may be forced to delete your data to avoid the overage affecting other users. Your storage allowance is only to be used for your Minecraft server, any unrelated items that are stored on your server may be deleted.
- For Unlimited storage packages, the space you are allocated is based on Fair Usage. We will contact you if you do use an unreasonable amount of space.
- Very Large dynmaps, logs and backups may be deleted if they take up a considerable amount of space which can potentially cause issues on the node.

Denial of Service Attacks

lythic.host reserves the right to disable and terminate your server if your server is regularly attacked with denial of service attacks which disrupt other users.

Indemnity

You agree to defend, hold harmless, and indemnify lythic.host from any and all liability, claim, loss, judgement, damage, cost or expense (including, without limitation, reasonable legal fees) arising out of your breach or violation of any covenant contained in this policy, or resulting from your use of the Services.

Support

- We aim to provide an average response time of 30 minutes, some responses may take longer however depending on the complexity of the request.
- Spamming the ticket system will create a further delay in response, if this is continued, you may be banned from the support ticket system and thus will not be able to get support for your services.
- We reserve the right to not respond due to abusive comments (i.e. Swearing and causing other issues) If this is continued, your services may be terminated without refund.

Abuse

- Services that are found to be abusing services may be suspended or terminated without any prior notification.
- Services may be suspended for any but not limited to the following reasons:

Minecraft servers

- Excessively high CPU usage
- Cryptocurrency Mining
- Attempting to gain unauthorized access to other systems
- Use of plugins that disrupt services such as automated backup plugins, botnets, etc.
- Using a non-minecraft oriented jar file

Mumble servers

- Use of the system to discuss or carry out illegal activities or cause abuse

Cancellations, Refunds, and Chargebacks

- As a general rule, all orders are non-refundable.
- We may offer refunds at our discretion, but these will only be through account credits.
- A chargeback or dispute of any payment will result in the immediate suspension of all services you own until the resolution of the dispute or chargeback.
- If a chargeback is ruled in favor of the customer, and we believe that the chargeback was fraudulent, you will be referred to a credit collections agency.
- lythic.host reserves the right to terminate your account at any time. Any fees that have been paid in advance of cancellation will be refunded to you if lythic.host initiates the cancellation based on their discretion.

Backups

- Complimentary 3-day backups are provided for all game server clients.
- lythic.host takes backups once a day, at a random server time.
- Backups are held on a separate storage drive which is not accessible by the customer
- To request backups, open a support ticket.
- If backups are not available due to an error, lythic.host is not responsible for the loss of your file(s), content, worlds etc.
- Backups can be requested in the following forms:
- Download link - The backup can be zipped up and downloaded from our servers
- Restored to server - Backup can be restored to the customers server, all existing files will be overwritten unless otherwise stated.

Backups ignore the following files:

- Dynmap
- mcmmo_data
- .log files and anything ending in .log i.e. log.gz
- .tar
- Backup/MineBackup folders
- .sql
- Block logging data such as CoreProtect
- .zip files in the root directory

Affiliate Program

- Activating your affiliate account and sharing your affiliate link requires you to have a clear and conspicuous disclosure of your relationship with lythic.host. To learn more information on FTC's disclosure requirements, please click [here](#).
- Withdrawals from the affiliate program can only be done via credits made to your lythic.host account.

- External withdrawals such as via PayPal are not permitted unless we explicitly allow it for your account.
- At any point, your account can be investigated that all of the affiliate program terms are followed. Failure to follow any of these terms may result in an inability to withdraw your affiliate account balance, affiliate account balance nullification and or account closure.

Minecraft End User License Agreement

By using any lythic.host Minecraft-related service, including but not limited to lythic.host Minecraft server hosting and lythic.host "Budget" Minecraft server, hosting, you agree to the Minecraft End User License Agreement and any related or additional agreements, terms, or conditions specified therein, as provided by Mojang AB, in addition to but not in place of lythic.host Terms of Service.

Minecraft EULA: https://account.mojang.com/documents/minecraft_eula