

Terms of Service

Curt Creation provides game servers, virtual private servers, virtual dedicated servers dedicated servers, and tunnel proxy anti-ddos solutions, we have a responsibility to protect each client and to provide quality services. All clients of Curt Creation are subject to the following terms of services:

You agree that Curt Creation may modify this agreement and the conditions at any time without prior contact. You agree to be bound by this agreement, and should periodically review the Terms of Service to ensure they meet your needs. Curt Creation may be referred to as "we", "us" or any first-person pronouns. These terms and conditions apply to you if you have purchased services from Curt Creation.

Duration of Contract

The duration of your contract and services provided will depend on the duration you have paid for (monthly, quarterly, semi-annually or annually). If you order and pay a "monthly" service on the 15th of April, your service will expire on the 15th of May (unless payment is provided to renew the service). You will be invoiced 7 days before the renewal date, failure to pay this invoice will result in the service being suspended, 3 days post suspension all files will be archived and may not be recoverable after this period. We reserve the right to terminate your contract or service at any time with Curt Creation if you are found to have breached the terms and conditions.

Billing Disputes or Chargebacks

Any disputes relating to charges must be reported directly to us within 30 days of charge occurring.

If a billing dispute or chargeback, the billing account will be suspended until the dispute or chargeback has been resolved. This includes all services associated with the billing account.

Refunds

Curt Creation provides a 48 hours money back guarantee. This offer isn't valid under the following circumstances and products:

- Due to scheduled down time or maintenance.
- Due to malicious attacks against your server resulting in downtime.
- Due to suspended service for reasons stated in the terms of service.
- Dedicated Servers

Account credits on your client portal account can't be refunded or withdrawn to an external account such as PayPal, GCash, Maya, and such wallets.

Partnership with Tebex Limited

We partner with Tebex Limited (<u>www.tebex.io</u>), who are the official merchant of digital content produced by us. If you wish to purchase licenses to use digital content we produce, you must do so through Tebex as our licensed reseller and merchant of record. In order to make any such purchase from Tebex, you must agree to their terms, available at <u>https://checkout.tebex.io/terms</u>. If you have any queries about a purchase made through Tebex, including but not limited to refund requests, technical issues or billing enquiries, you should contact Tebex support at <u>https://www.tebex.io/contact/checkout</u> in the first instance.

Level of Support

Our support team will endeavor to assist you as soon as possible, to the best of their ability and knowledge.

All services unless specifically referenced are self-managed. We do not require to install or assist in the installation of your software

Curt Creation reserves the right to terminate any service and or account if you are abusive and or disrespectfully towards a member of staff.

Banned Scripts

The following scripts are banned from use on any of our services; the installation of these scripts will result in the immediate termination of service.

- Public proxy server
- Mail bombers
- Anonymous mailers
- IP spoofers
- Port scanners
- Hivemail
- Telnet or ssh access scripts
- phpShell

FTP Restrictions

The following file formats are banned from uploading to our services for security reasons.

- dll
- exe
- so
- bat
- cmd
- vbs
- pif
- scr

• com

Malicious Attacks

Curt Creation will not tolerate any malicious attacks attempting to disrupt our services. This includes but is not limited to denial of service attacks (DDoS, DoS). If your service is subject to these attacks, we reserve the right to terminate your service without any warning.

Resource Usages

Curt Creation retains the right to suspend or terminate services for utilizing excessive amounts of resources. This includes but is not limited to:

- CPU usage
- RAM usage
- Disk usage
- Disk IO usage
- Bandwidth usage

Note: Excessive usage is deemed by Curt Creation technical and management team. Fair usage amounts are equated by examining the average usage for the same product and type.

Bandwidth Fair Use

Overloading the network and inconvenience to other customers may be caused by individual users who use much more traffic than the average of similar customers. We reserve the right to monitor the amount of data traffic. If the amount of data traffic differs significantly from the average, we will contact the customer about how to normalize the usage. If the customer does not normalize his or her consumption, we can block (temporarily) data traffic or limit or charge the customer. Specifically, network fair usage implies that customers should not consistently average their network usage to 1 Gbps for 3+ hours. Customers are permitted to burst up to 10Gbps. This policy isn't strictly enforced.

Account and Data Responsibility

Upon registration with this site, you will be issued with a username and password to access your account. You are responsible for maintaining the security of your password for this site. Curt Creation will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that the Curt Creation will be entitled to assume that any person using this site with your username and password is you or your authorized representative.

You must notify Curt Creation immediately of any known or suspected unauthorized use of any password or any other breach of security.

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