



EXTRAVM LLC
1151 Walker Rd #262
Dover, Delaware 19904
United States of America

ExtraVM Terms of Service & Acceptable Use Policy

By using the services provided by EXTRAVM LLC ("we," "us," "our"), including but not limited to Virtual Private Servers (VPS), Web Hosting, Dedicated Servers, and Game Servers, you ("the customer," "you," "your") agree to be bound by the following Terms of Service (the "Agreement").

This Agreement governs your use of all services offered by EXTRAVM LLC and constitutes a legally binding contract between you and EXTRAVM LLC. By using our services, you acknowledge that you have read, understood, and agree to comply with these terms, as well as any related policies referenced herein, including our Acceptable Use Policy. If you do not agree to these terms, you may not use our services.

EXTRAVM LLC reserves the right to update or modify these terms at any time without prior notice. Continued use of our services after any changes to the Terms of Service will constitute acceptance of those changes.

Terms and Abuse Policy

The following are important terms of our service and of what is forbidden to be operated on our hosting services.

- We offer a 5-day standard refund policy for Virtual Private Servers (VPS), Web Hosting, and Game Hosting services.
- Malicious network activity originating from leased hosting services, including Virtual Private Servers (VPS), Game Servers, Web Hosting, and Dedicated Servers is forbidden and may result in account and service closure. This activity includes intentional transmitting of data with malicious intents, such as Denial of Service (DoS) traffic, transmitting of data used for public service and application vulnerability exploitation, software related to ransomware and malware.

- We do not allow the hosting or transmitting of websites used in “phishing” schemes, as in operating a public website with the purpose of deceiving a viewer to disclose private information for a company that the account or service holder does not represent.
- We do not allow transmitting of copyright content (piracy) on our network and services that the account holder does not have the rights to distribute.
- We do not allow P2P torrenting activity on our network and services without prior consent by a representative of our company.
- We do not allow our Virtual Private Servers (VPS) to be used for commercial or public proxying of data without prior consent. Examples of this include, but are not limited to, operating a commercial VPN (Virtual Private Network) or commercial proxy service, operating a data network tunnel from our network to a remote commercial or datacenter network for the purpose of protecting said remote network against Denial of Service attacks, or operating publicly accessible network proxies. Please contact us with your use case details to potentially receive approval.
- We do not allow our Virtual Private Servers (VPS) that include “Unmetered” or “Unlimited” bandwidth or network transfer to be used to operate commercial, shared, or publicly accessible CDN, proxies, blockchain nodes, or network tunnels without prior consent from a representative of our company.
- Operating Tor Exit or Tor Relay nodes is prohibited on our networks and services.
- Operating online gambling or online casino websites is prohibited on our network and services.
- Operating cryptocurrency and blockchain related software that utilize high allocations of system resources including system Processor (CPU), storage I/O activity, network utilization are prohibited.
- We do not allow any form of unsolicited mass emailing on our hosting services.
- We do not allow our hosting services to be used to distribute an individual’s personal private information without their consent and/or with the intent to cause harm to the individual.

Virtual Private Server (VPS) Resource Degradation and Resource Usage Information

If a Virtual Private Server (VPS) or Web Hosting service causes excessive load or performance degradation that negatively impacts other customers, we reserve the right to temporarily throttle, or reduce the maximum utilization of the service. This might include excessive system Processor (CPU) resource utilization or system storage device resource utilization.

Virtual Private Servers (VPS) are allocated “cores” which are allocation of host system Processor (CPU) threads. This allocation process is handled automatically by our Virtualization Software. These may be referred to as “Cores”, “CPU cores”, “Threads”, or “vCPU” for marketing purposes.

Refund Policy

Refunds for Virtual Private Servers (VPS), Web Hosting, or Game Servers may be granted within five days (120 hours) of service activation if payment was made with fiat currency payment methods such as PayPal, Credit or Debit Card, and other fiat currency payment methods we may offer. We may deduct a fee of 4% of the total transaction cost to process refunds over \$25 to cover refund transaction fees that our company may incur from the payment processors or banks. We do not offer refunds for cryptocurrency or blockchain transactions, all sales via cryptocurrency are final. Refunds must be requested through official support channels with our company, this can be done by emailing sales@extravm.com or opening a support request through our website at <https://extravm.com/billing/contact.php>. Refunds will only be sent to the original payment method, unless approved otherwise by a company employee.

Unpaid Invoice and Overdue Service Deletion

Virtual Private Servers (VPS), Game Servers, and Web Hosting services are suspended (access restricted) once the service billing term goes overdue on payment by 2 days (48 hours). Services are terminated, or deleted, once the service billing term goes overdue on payment by 4 days (96 hours). When a service is terminated, any data we may hold for the service will be deleted from our system(s) and will not be recoverable.

Data and Account Responsibility

You, the client, are solely responsible for all data stored on your service with EXTRAVM LLC. We assume no liability for data loss that may occur on our services. In the event of data loss due to catastrophic events we will make reasonable efforts to restore or recover data. Additionally, you are fully responsible for all actions, activities, or transmitted data that occurs on services you lease from our company.

Service and Product Affiliates

We offer an affiliate system to provide account holders a way to monetize referring clients to purchase our hosting services. We do not allow affiliates to falsely represent our company (such as claiming they are an official representative of our company) and this may result in forfeiture of affiliate commission and closure of the account. We

reserve the right to modify or remove affiliate commission at any time if the affiliate account is deemed to be utilizing malicious practices to gain affiliate commission.

Payment Chargebacks and Payment Disputes

Placing payment disputes or payment chargebacks for payments to our company may result in immediate account closure and service termination, regardless of the billing term agreed during service ordering. If a payment dispute or chargeback results in our company being billed “chargeback fees”, we may bill these fees to the account holder to recoup lost funds. If you have a concern with a payment or have a billing problem we urge you to contact us to settle and matters directly.

Account Privacy

We collect information at the time of ordering including a full name, billing address, email address, and phone number. We require valid billing information to verify your identity when processing payments. We reserve the right to close accounts that do not have accurate billing information if the account is used for specific payment methods. We require a working email address to use our hosting services. If an account holder is using an email address that is not receiving our emails, such as if the customer email address does not exist or is a temporary (or “throwaway” email service) we may suspend the customer hosting services until a working email address is provided to our company. Customer account information and hosting service data will never be shared with third party companies, outside of billing information used by our payment processors and banks to securely process customer payments.

If you have any questions or concerns please contact us at sales@extravm.com or <https://extravm.com/billing/contact.php>.

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