

X4B.Net Terms of Service

Last Update: 07-11-2017

No legal speak summary (tl;dr)

Note: This section serves as a summary of the document below. It is meant as a quick reference, not an exact definition of the terms. See the appropriate section for the complete Terms of Service. Nothing in this summary section is legally binding.

Acceptable Usage

- Do not DDoS, Botnet, or otherwise engage in illegal activities
- Pen/Security testing of any type is not permitted. No exceptions
- Affecting other users will affect your tenancy
- Do not host illegal materials
- High cost locations are fair use and may include fees for unfair usage
- Abide by our Acceptable Usage Policy

Account/Billing

- Pay your bills utilizing accounts that you are authorized to use
- Do not open multiple accounts. No exceptions.
- Any and all compensation is made in the form of account credit
- Account must be in a good standing to order services

Account Security

- Do not use insecure passwords
- Do not place orders from proxies/VPNs or attempt to evade anti-fraud systems
- NEVER let others access your Client Portal (Dashboard). No exceptions

This document is here-in referred to as the User Agreement or Terms of Service. This is an agreement between X4B and its customers.

X4B ("X4B") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service). Use of X4B Services constitute acceptance and agreement to X4B's AUP as well as X4B's TOS (Terms of Service). All provisions of this contract are subject to the TOS (Terms of Service) of X4B and AUP (acceptable use policy). The AUP & TOS may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP & TOS by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Victoria, Australia applicable to laws enforceable in that state.

X4B is an Internet service provider and provider of hosting services. We operate in good faith, under safe harbor provisions. By ordering services of X4B, it is acknowledged that you have read, understood and accept what is set forth here in the User Agreement and associated documents. Under no circumstances will you

attempt to hold X4B, its employees and providers liable for or present as being associated with to any extend the content transmitted using our services including that of our upstream providers.

Customer Accounts

Multiple accounts for any reason are strictly prohibited. Any multiple accounts will be merged into the most recent account, and a \$5.00 TOS/AUP Violation Fine will be added to the account. If there is insufficient credit, all services on an account will be suspended until the TOS/AUP Violation Fine is paid in full. Repeated attempts at opening multiple accounts will result in all active services being terminated without compensation, and a permanent ban from service.

Business accounts may be requested by emailing admin@x4b.net with `Business Account Request` in the subject line. The following information should be provided in the email request:

- a) Full legal name of business
- b) URL to government website listing the business license/registration information
- c) Full Name and Company email address of the owner
- d) Full Name and Company email address for additional administrators
- e) Method of payment to be used (including Name/Email address associated with payment)

Business accounts may be granted reasonable adjustments in policy at our discretion. These adjustments will be given in writing.

Responsibility for the Security of access to your account with X4B is the responsibility of the customer. We will endeavor to provide appropriate tools for the recovery of access to accounts in case of forgotten password however onus for providing the required details and securing access to verification channels rest on the customer. X4B is not responsible for damages caused by compromised communication channels (such as email accounts) which are used in the compromise of X4B accounts.

Accounts will be assigned an appropriate Account Standing. These states are such:

- a) Accounts in Good Standing may make payments and order services as well as other functions as normal
- b) Accounts marked as a Payment Risk must use Bitcoin to settle all bills. Transition from this state is solely at the discretion of the Billing Department.
- c) Clients with multiple abuse violations, or violating the terms expressed in this document will be marked as an abuse risk. All further violations for the client will be considered a violation of the User Agreement.

At the Billing Department's discretion, the account may be deemed a Payment Risk and/or Abuse Risk. Our decisions in these matter are final. We reserve the right to refuse service on any grounds.

Payment

Ordering

Establishment of service is dependent upon receipt by the Company ("X4B") of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service unless otherwise stated.

Trial Services

Trials require a \$1 deposit to be made via PayPal or Payza, not Bitcoin. Trial privilege (and associated trial services) may be revoked at any time by X4B staff without notice.

Premium Bandwidth

Where appropriate services are granted access to Premium bandwidth (Including but not limited to Asian carriers). This bandwidth is provided on a fair use basis where fair use is defined as 0.5mbps for services valued at less than \$30 per month, and 1mbps for services costing more. Usage of higher rates than this may incur a fee not exceeding \$17/mbps.

Terms

Standard Terms are applied to all Monthly services by default. PAYG Terms are applied to all Pay-As-You-Go services by default. To activate Fee Terms on Monthly services contact support.

Standard Terms

All billing is conducted in 30 day "month" / "monthly" cycles. No extensions or overdue payments will be granted. Overdue services will be suspended on the due date on non-payment.

Late Fee Terms

These Terms are Optional, only activated on request. All billing is conducted in 30 day "month" / "monthly" cycles. A fee of 10% but not more than \$5 will be charged for late payment. This fee must be paid within 2 days or service will be suspended.

PAYG Terms

Bills for Usage & Time usage is applied at regular short intervals to the account balance. Should there be insufficient funds, the service will be suspended.

Invoices

We will attempt to issue Invoices for monthly services at-least 5 days before the due date. If a due date is specified for an invoice we will attempt to pay for the invoice using account credit if available. This may occur up to an hour before the due date of the invoice depending on workload.

Service Cancellation

Cancellation notices should be provided at least five (5) days before renewal. For accounts billed for services where there is insufficient funds to process the renewal we will attempt to provide a courtesy email and 24-hour grace period during which the service(s) will be suspended pending termination on non-payment.

The procedure to cancel a service is defined as requesting cancellation through the X4B Interface using the supplied service cancellation form. This cancellation request must then be confirmed via a link included in the email before cancellation will be scheduled. No cancelled service is eligible for a refund.

Refunds

All payments to the company ("X4B") are final unless otherwise stated. All overcharges or billing disputes must be reported within 30 days of the time the disputed charge occurred. If you dispute a charge to your credit card issuer that, in X4B's sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay X4B an "Administrative Fee" of not less than \$50 and not more than \$150, along with all costs involved in recuperating the funds.

By default X4B bills services on a monthly basis from accounts. Account credit is not equivalent to cash or cash value. No refunds are granted for account credit to Payment Source unless otherwise agreed in writing.

Any decision regarding refund of either account balance or the value of purchased services will be granted in line with legal requirements and the procedures outlined in the Refund Policy.

Refund Policy:

- Any client who has engaged in illegal activity or in violation of the ToS or AUP will not be granted any refund. This includes but is not limited to those suspended for such actions.
- Refunds will not be given unless explicitly granted by the refund policy, or in writing by X4B administrative staff.
- We do not provide refunds for change of mind.
- Opening a dispute or chargeback with a Merchant (e.g PayPal) will exclude you from consideration for voluntary refund.
- Client will be liable for any fees or costs associated with providing a refund.
- No refunds will be granted (full or partial) unless the resources are in a pristine condition (including but not limited to null route, spam listing etc). The application of this criteria is at our sole discretion.
- Refunds will be provided as account credit unless otherwise agreed in writing.
- Payments made in Bitcoin are not refundable under any circumstances.
- If refunded to payment source, payment will not be made to a different account or payment gateway than the one used in payment.
- Refunds will not be granted if the payment is outside the refund period of the payment gateway used.
- Refunds will not be granted for any funds that did not originate from loading by the same client. For example funds transferred from a different account, or funds gained through promotions or as a gift.
- No refunds are provided for services billed due to not being cancelled before the billing date.
- No amount less than \$5 will be refunded if granted.

Referral Program

At our discursion we may offer rewards for the referral of new customers to our services. All rewards offered in this manner will be delivered in the form of account credit unless otherwise agreed in writing. All rewards are subject to payment by the referred use, any chargebacks or disputes will result in the removal of any referral reward.

We reserved the right to place a hold on the delivery of rewarded funds if we suspect fraud or similar activity is taking place. This is solely at our discretion.

We reserve the right to cease offering the referral program at any time without notice, or to change the terms of the rewards program (including but not limited to existing referred customers).

Support Services

X4B, attempts to provide nearly 24 x 7 technical support to our subscribers (except for few holidays and short company meetings). In some situations we may be unable to attend to your tickets immediately or may be otherwise be unavailable. X4B will not be bound to providing support services within any timeframe specified by the client, we will endeavor to respond to your support requests within a timely manner at our own speed.

All services offered by us are unmanaged unless otherwise stated. X4B only ensures that the service is online and is remotely accessible according to our metrics. We do not offer tech support for application specific issues such as cgi programming, html or any other such issue including issues with servers not under our control. X4B does not provide technical support for YOUR customers. If you need assistance, open a support ticket.

Prohibited Material & Illegal Activity

Certain material is prohibited on our network:

- Any material or files that is illegal, libelous, encouraging conduct that would constitute a criminal offense, or otherwise violate any local, state, national, or international laws is not permitted to be transmitted using our services.
- Copyrighted, trademark, or trade secret materials may not be stored and/or transmitted without the permission of its respectful owners and with corresponding notations of permission if transmitted.
- Obvious illegal content, including, but not limited to, child pornography, sites promoting hate, violence, racism and/or any sort of discrimination, are not allowed under any circumstances and will be reported to appropriate authorities as necessary.
- Other prohibited materials include but not limited to, “warez” sites, hacker sites, or sites with the intent to spam or attack (DDoS) targets.
- Material Prohibited by the Acceptable Usage Policies of our upstream network providers. These Policies can be provided on request.
- Additionally anything included in our Acceptable Usage Policy (AUP) that is not covered in this summary.

Disclosure

The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company (“X4B”) may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition X4B shall have the right to terminate all service set forth in this Agreement.

DDoS Protection (Reality Check)

As much as we are committed to do everything in our power to safeguard our clients’ Internet resources against DDoS attacks. Often we will even attempt to mitigate attacks in excess of the “Guaranteed” protection purchased (Burstable Protection). It is important to note that there is hardly anything in the present world that is actually unlimited. As we have seen, the Internet domain has experienced DDoS attacks that have had the ability to suppress websites run by the largest firms and even to the point of cutting whole countries off. Therefore, it is expected that there could be those extremely rare circumstances resulting from significant intensities of various DDoS attacks; which may even inhibit us from utilizing our DDoS filtering solutions owing to the declarations of upstream network providers. Following this, our customer website might end up being continentally and partially accessible, or even completely shut down from us autonomously for these reasons.

Furthermore new attack methods, types and patterns are developed daily. While we have written automated software with the intent to handle the complexity of recognizing and mitigating new unknown attacks there is always an element of Unknown. In rare cases manual action may be required either to improve the quality of mitigation, to rectify false-positives or produce rules for successful mitigation.

SPAM and Unsolicited Commercial e-mail:

X4B has a firm zero-tolerance policy on any spam and unsolicited e-mail conveyed through our network. We would like to issue a polite reminder to all members on desisting from this because their accounts will be instantly terminated without any further amnesty as a result. Members will be liable for each and every violation. This consists of using our network to host or allowing others to host software or scripts that are in any way considered as spam.

Liability

The client will not, under any circumstances, seek to hold X4B responsible or liable for any loss or damage whatsoever either under this agreement or in relation to the provision of the hosting and domain services, including but not limited to:

- a) Loss of profits arising out of, or in connection with, this agreement;
- b) Use, misuse, suspension and or loss of any client domain registrations;
- c) Interruption to the business and operations of the client;
- d) Access delays or interruptions to any website accessed by registered domain name of the client;
- e) Non-delivery, mis-delivery, delayed delivery, corruption, destruction, or modification of data and or information; and
- f) Events beyond the control of X4B

In using our hosting, protection and network services, the client agrees to these limitations of liability.

Indemnity

The client agrees to indemnify and hold harmless X4B and its employees, contractors, agents and directors in full against any and all liabilities, claims, losses, damages, penalties, actions, judgments, suits, costs or expenses of any kind arising under this agreement, including from the use of any intellectual property rights of any third party and the registration or use of domain names.

Limitation on Liability

In no event will X4B, its affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any websites linked to it, any content on the website or such other websites or any services or items obtained through the website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Warranty Disclaimer

Your use of the site, its content and any services or items obtained through the website is at your own risk. The site, its content and any services or items obtained through the website are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. Neither Mathew Heard nor any person associated with X4B makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the website.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law

Consequences of Violation of User Agreement

We reserve the right to bill customers for costs incurred due to violations of the User Agreement. These costs may be needed to:

- a) investigate or otherwise respond to any suspected violation of User Agreement;
- b) remedy any harm caused to X4B, any of its customers and its partners by the violation of User Agreement;

- c) respond to complaints;
- d) respond to subpoenas and other legally authorized third party requests for information, when required by law; or
- e) have X4B and our upstream providers, partners and suppliers Internet Protocol (IP) numbers removed from any and all abuse databases

We reserve the rights to take appropriate action against customer services violating the User Agreement including but not limited to:

- a) Suspension of the service either until the violation is resolved to our satisfaction, or indefinitely as appropriate;
- b) Cancellation of the service, processed at the end of the billing period;
- c) Enforce procedures of the upstream network, our partners and providers

Under no circumstances will account credit or refund will be granted for interruptions of service, suspensions or terminations due to User Agreement violations.

X4B is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

Responsibility for Content

All responsibility for content transferred through customer's services using the services we provide resides the customer purchasing our service. X4B takes no responsibility for the actions and content of our customers.

DNS Services

DNS Services are included without fee to X4B customers. These services are offered to all active customers (those with active services). We reserve the right to cease offering or charge for these services at any time in the future. Accounts which do not contain services for a period of 1 month (30 days) or longer will have any DNS Zones removed.

Third Parties

Services offered through partnerships or agreements with Third Parties are bound by the Acceptable Usage and Terms of Service of these services. This currently includes the services of [Rage4](#) DNS services.

Customer Privacy

To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, we do not collect credit information; but allow our payment vendors to collect information for the purpose of collecting payments from buyers on the Site or transferring payments to sellers on the Site. We are not exposed to the payment information provided to our payment vendors, and this information is subject to the policies applicable to the payment vendor.

Policy Changes

X4B reserves the right to amend its policies at any time. All Sub-Networks, resellers and unmanaged servers of X4B must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

Terminology

DDoS / DDoS Attack: An action attempting to make a machine or network resource unavailable to its intended users.

Warez: Illegal or Copyright content distributed without permission

User Agreement: This Terms of Service Document

AUP: The Acceptable Usage Policy found [here](#)

TOS: This User Agreement, also known as the Terms of Service.