TERMS OF SERVICE

The use of services from Quantact Hosting Services, Inc. [hereafter referred to as "Quantact"] constitutes agreement to these terms.

1.) Cancellations and Refunds

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via a cancellation form. Quantact gives you an unconditional 30 day money back guarantee on Virtual Private Servers for any customer who paid the first invoice with a credit card or with Paypal.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

The following methods of payments are non-refundable, and refunds will be posted as credit to the hosting account:

Bank Wire Transfers

Western Union Payments

Checks

Money orders

2.) Resource Usage Limits

VPS accounts may not:

a) exceed a 15 minute load average greater than two (2) times the amount of CPU cores given.

b) run public IRCd's or malicious bots.

c) run any type of BitTorrent client or tracker that links to or downloads illegal content.

d) use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.

e) use I/O intensive applications which adversely affect normal server operations.

3.) Inodes

VPS accounts come with a default inode limit of 1,000,000 to better protect the file system. The limit can be increased if there is a legitimate reason to have it increased. To make a request, please email our support team.

4.) Mail Policy

VPS accounts will be governed as follows:

The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.

Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.

Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at: http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm .

5.) Backup and Data Loss

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Quantact is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Quantact servers. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by Quantact.

6) Uptime Guarantee

Approval of any credit is at the discretion of Quantact dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact sales@quantact.com with proper justification. All requests must be made in writing via email. The 99.9% up time guarantee only applies to shared/reseller solutions. Dedicated and VPS servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down, which is not related to our uptime guarantee.