

Terms of Service

Use of our service, whether directly or indirectly, constitutes your acceptance of these terms and agreement to abide by them. We reserve the right to amend or adjust these terms at any time. Your continued use of our services constitutes your acceptance of any changes we make. We reserve the right to terminate any account without warning or notice if any of the above restrictions or if our Acceptable Use Policy is violated, with no refund, and to examine the contents of any account at any time.

Illegal use

You may not use your service in the commission of any crime that violates the laws of local, state, and federal government of the United States of America as well as the laws of Amsterdam and the Netherlands. Violations of this provision may result in us making your information and information about your service and its use available to law enforcement with or without your consent or knowledge.

You may not upload any material that violates or infringes on the copyright, intellectual property rights or trademark rights of any individual or organization.

Piracy, hacking, cracking, phreaking, warez, pyrotechnics, exploitive software or text that educates or encourages this activity and/or use are not allowed.

Pornography and sex-related merchandising are permitted provided it is legal in the cities of Kansas City, Chicago and Amsterdam, as well as the state of Missouri, Illinois and the country of the United States of America and the Netherlands. This includes sites that may infer sexual content, or links to pornography elsewhere. Nude "art" is permitted.

Spamming

Spam is not allowed, and you may not reference SiteTrec or any of its partners or upstream providers in any unsolicited email that you send.

Other forbidden content

IRC websites/servers are not allowed.

You may not upload ROMs and Emulators.

You may not publish any material that is grossly offensive, including , exploitation of children, blatant expressions of bigotry, hatred, harassment, defamation, or invasion of privacy. This includes material that defames, abuses, harasses or threatens any person or group.

Liability

You are solely and fully responsible for the contents of your account. Any and all repercussions will be borne solely by you as the account holder.

In no event will SiteTrec be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use SiteTrec' services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.

We are not liable for any damage or loss of data due to insufficient cooling, heating, bandwidth or acts of God.

Refunds

Due to the nature of our industry, we only offer 14 day money back guarantee refunds from the first invoice on your account. This is only acceptable for new customers only. 14 day back guarantee does not follow through with any other invoices. Domains are not applicable to refunds. If a free domain is included in the sale of the service we will deduct \$15.00 USD from the refund.

Billing

Service disconnects generally begin once the invoice is 5 days past due, but depends of the age of your account and whether you maintain good communication with SiteTrec. After 30 days of suspension data will be stored for up-to 30 days. After this period all data will be removed permanently with no restore point.

IPMI

Our IPMI web interfaces are publicly accessible. SiteTrec may not be held responsible for any loss of data or service or any other damage caused by a security breach. It is also forbidden to change the password of other accounts that were configured.