



ExtraVM LLC

Terms of Service

Privacy Policy

Revised September 8, 2023.

### General Terms of Service & Abuse Points:

- **We have a 5-day refund period** for Virtual Machines (VPS), Web Hosting, and Game Servers. If an account has a single service and a refund is requested, the customer account may be closed once a refund is sent – this means that no further orders can be placed. This policy is in place to prevent refund abuse, you may request to have your account re-opened.
- **We do not allow bulk orders of our 1GB RAM VPS plan without prior consent.** Typically, only a maximum of 4 (four) 1GB RAM plans is allowed on an account. Please contact us to discuss your needs prior to ordering. This policy is in place to help prevent abuse and IP waste.
- We do not tolerate our service being used for malicious network activity. “Malicious Network Activity” can be defined as usage on our network with the intent to disrupt a remote network or scan for vulnerabilities, such as Denial of Service attacks, mass port scanning.
- **We do not allow, without prior consent, using our service to run commercial or public proxies, this includes running VPNs, tunnels, proxies, or CDN nodes on our servers with the intention of them being used for business or commercial purpose, such as a VPN service, or a public/shared proxy.** You may run VPN and proxy servers for personal use. If your server used for public proxying is observed sending 100Mbps or greater traffic average over a 12-hour period, your port may be limited, or service closed if we find that you are running commercial or public proxies.
- **We do not allow using our service in a commercial or business manner as a tunnel/proxy to “shield” remote networks and services from DDoS attacks without prior consent.** Our included DDoS protection is meant to protect services hosted locally on our servers and network. Personal use tunnels, proxies, and VPNs are of course allowed. This is to protect the integrity of our services for all customers.
- We do not allow TOR nodes to be hosted on our network, exit or relay, as this is considered a public proxy which we do not allow.
- Due to our jurisdiction, we do not allow online gambling and lottery affiliated websites.
- We do not allow any cryptocurrency affiliated activity that causes extended periods of high CPU resource usage. You may run crypto related software that is not intended for coin mining.
- Unsolicited email spam is not allowed in any form. We do allow emailing on our services, but email must be consented.
- We do not allow websites to be hosted on our services that are intended to share private details of individuals without their consent or targeted harassment, considered “Doxing.”

- 40
- We do not allow reselling VPS services or sharing accounts unless it has been agreed upon
- 41 before the service is activated. If you wish to give someone access to do tasks such as paying
- 42 invoices or open support tickets, you can add a “Contact” to your billing account.
- For VPS (Virtual Servers) with “Unlimited” or “Unmetered” bandwidth, bandwidth is provided on
- 44 a fair use basis. We do not allow Unlimited or Unmetered bandwidth plans to be used for
- 45 applications and use cases such as public CDN nodes, blockchain nodes, public VPNs, public
- 46 proxies, or network tunnels without prior consent. If your server is used for these purposes,
- 47 your server outbound traffic may be limited after excessive usage.
- 48 [Please review our full bandwidth policies on our website here.](#)
- 49
- 50
- 

51

## 52 **TERMS OF SERVICE**

53

54 Herein this document, all usage of the words "we", "us", and "our" refer to ExtraVM. The content of this

55 Terms of Service document is a legally binding agreement for any account holders with ExtraVM. We

56 reserve the right to terminate and cancel any client and service at any time, for any reason. Find the

57 document listings below for a description of our terms.

58

### 59 **Service Abuse**

60

61 By using ExtraVM hosting services, you agree to not abuse systems or networks in any way that may harm

62 the usability of other client services, or harm outside networks or individuals. This includes but is not

63 limited to: hosting or distribution of malicious files, targeted harassment towards individuals (invasion of

64 privacy; intent to harm individuals), outbound network attacks (denial of service, port scanning), copyright

65 or trademark infringement, piracy (such as torrent seeding DMCA content), tor exit or relay nodes,

66 websites with the intent to defraud individuals or businesses, account phishing websites, gambling/lottery

67 sites, unsolicited e-mail spam, public proxy or VPN services, cryptocurrency mining and other forms of

68 resource abuse that is intended to cause harm to other clients. We do not impose hard limits on server

69 load, however if a client server is causing high load on a host system your server may be restarted or

70 suspended until the client can investigate the problem. If you utilize a shared service (virtual private

71 servers or game servers), we reserve the right to limit CPU or disk operation resources if your service

72 maxes out all allocated resources for extended and recurring periods of time, dependent upon the average

73 load on the system at the time. We do not impose hard load limits, so if you have software that may

74 occasionally be used more than average it is usually perfectly fine. If you run software that requires high

75 CPU usage on a constant or unusual basis, please contact us beforehand. CPU cores allocated to virtual

76 machines are not dedicated physical cores. "vCPU" is an allocated core/thread on a server for the client

77 virtual machine. You can utilize all resources of vCPU at any time with no limitations.

78

79 **Refunds and Cancellations**

80

81 Refunds may be granted within three days (72 hours) of the activation of your virtual private server, web  
82 hosting, or game server purchase when paying with PayPal or a Debit/Credit card directly through the  
83 ExtraVM.com website. You MUST request a refund by contacting us via support ticket or email  
84 [sales@extravm.com](mailto:sales@extravm.com). Dedicated Servers are non-refundable. Some payment methods such as ones  
85 through PaymentWall and Cryptocurrency cannot be refunded due to payment processor limitations or  
86 may have extended refund times such as 15-30 days as certain payment methods are out of our control.  
87 We do not provide refunds for cryptocurrency payments. Refunds will only be sent through the original  
88 payment processor used. Cancellation Requests must be submitted through the automated "Cancellation  
89 Request" page on your service page or by requesting it via a support ticket. If a service is overdue on  
90 payment, the service can be terminated at any time. Automatic overdue terminations are typically done  
91 96 hours after the service has gone overdue on payment. We are not responsible for reminding you to  
92 pay invoices, you must keep records of your due dates and pay invoices on time to avoid interruptions.

93

94 **Data and Account Responsibility**

95

96 You, the client, are responsible for the data on your server. We cannot be held responsible for any data  
97 loss that may occur while using our services. In the event of data loss due to hardware incidents or other  
98 catastrophic issues, we will attempt to restore from internal backups, but this is not guaranteed. You are  
99 responsible for the actions that occur on your service.

100

101 **Automated Backups**

102

103 We may provide free automated data backups for certain services, if so, these are taken solely for  
104 administrative purposes such as disaster recovery and as so, we do not provide continuous access to these  
105 backups for client-end data issues. We may provide one or two restores each month upon request,  
106 additional fees may apply for admin time regarding backups and restores.

107

108 **Affiliates**

109

110 Our affiliate system is aimed at providing clients with a chance to receive account credits or funds for  
111 referring new customers. Affiliates can request commission payout to a PayPal account or to their  
112 ExtraVM credit balance. Direct SEO marketing or blatant attempts to rank higher than our own  
113 advertisements or falsely representing ExtraVM is not allowed. All billing issues relating to affiliate  
114 accounts must be reported to us within 14 days. We will process affiliate payouts within 24 hours upon  
115 withdrawal request. Affiliates receive recurring commission for orders through their affiliate link, this

116 means if a client purchases a service and pays for three months, the affiliate will receive commission for  
117 each month. We reserve the right to modify the affiliate commission at any time.

118

### 119 **Payment Chargebacks**

120

121 Credit card chargebacks and other payment processor disputes are prohibited and may result in  
122 immediate termination of services without warning. If you have a concern with payments made, you must  
123 contact us via a support ticket or by emailing us, you will otherwise be ineligible for any refunds that may  
124 be requested.

125

### 126 **Account Privacy**

127

128 We reserve the right to close accounts that have false billing information, such as email address or billing  
129 address. We require accurate information when processing PayPal and debit or credit card payments. We  
130 collect information at the time of registration and ordering including full name, email address, billing  
131 address and phone number. All information is used solely for transaction purposes and to provide better  
132 service to you upon support requests. All billing and data transactions are sent via SSL.

133

134

## 135 **PRIVACY POLICY**

136

### 137 **Client Information**

138

139 Client information such as first and last name and e-mail address are never shared with third parties,  
140 commercial or individual. Client accounts are kept indefinitely for transaction logging purposes but can be  
141 removed upon request after 30 days of the account not having any active services, or 60 days if the  
142 account has made credit card transactions. Information may be provided to law enforcement if proper  
143 lawful and legal court order is provided.

144

### 145 **Client Service Data**

146

147 Information hosted on our servers by clients will never be accessed, saved, or modified by any ExtraVM  
148 representative without initial notification to and consent of the client, unless client requests technical  
149 support prior that may require accessing server data, excluding any offered automated backups. Client

150 data included in automated backups is removed after 7 days of being stored (typically Sunday), including  
151 when a service is cancelled by client. Client server data backups are not accessible by technical support or  
152 billing representatives, escalation of data request for service restoration purposes only, must be passed  
153 to management.

154

---

155

156 If you have a question or concern, please email [sales@extravm.com](mailto:sales@extravm.com)