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## Governing Law

These conditions are governed by and interpreted following the laws of the United Kingdom, and the use of the United Nations Conventions of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by the obligatory provisions of the law of your country of residence. VertexCloud and yourself both agree to submit to the non-exclusive jurisdiction of Aberdeen, which means you may make a claim to defend your consumer protection rights in regard to these Terms of Service in the United Kingdom, or in the EU country in which you reside.

## Agreement to the Terms of Service

These terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and VertexCloud (“company”, “we”, “us”, or “our”), concerning your access to and use of VertexCloud services as well as any other media form, media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing <https://vertexcloud.gg/>, you have read, understood, and agree to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on VertexCloud from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Service to stay informed of updates. You will be subject to, and will be deemed to have been made aware and to have accepted, the changes in any revised Terms of Service continued use of VertexCloud after the date such revised Terms of Service are posted.

VertexCloud is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have permission of, and be directly supervised by, their parent or guardian to use VertexCloud. If you are a minor, you must have your parent or guardian read and agree to these Terms of Service prior to using VertexCloud.

## Age Requirements

To sign up for an account at VertexCloud you are required to be aged 13 or above. If you are not within these age restrictions you must have a parent’s or legal guardian’s permission to sign up and use our services. The parents or legal guardians are responsible for the child’s activity on our services.

## Accounts

When signing up for an account at VertexCloud you are required to use your own valid information. You agree to keep your password confidential and will be responsible for all use of your account and password. We have the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. Creating alternate accounts for yourself is not allowed and will result in a ban for all of your accounts from our services.

## Cancellation

You can cancel your subscription at any time by contacting us using the contact information provided below or by opening a support ticket. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at [contact@vertexcloud.gg](mailto:contact@vertexcloud.gg)

## Acceptable use of our services

You may not use our services for any purpose other than that for which we make them available.

As a user of VertexCloud services, you agree not to:

1. Make any unauthorized use of the site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Make improper use of our support services or submit false reports of abuse or misconduct.
4. Attempt to impersonate another user or person or use the username of another user.
5. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material Using our services.
6. Using our services for mining crypto currency is strictly prohibited and any user found mining crypto currencies on our services will be immediately banned from our services. Furthermore, using our services for sending DDOS attacks or any illegal activities, isn't allowed.
7. Your server must not be using 100% of its cpu limit constantly, you may not try in any way to abuse or "overload" your server.

Taking part in any of these activities is a direct violation of our TOS and will result in termination of your service and will not be eligible for a refund of said service.

We have a fair use policy in place in regards to our unlimited bandwidth, you can use 5TB of bandwidth at 10Gbps. However, after that 5TB has been exceeded we may put a limit on the network speed of your service.

## Revisions and Errata

The materials appearing on VertexCloud's Website may include technical, typographical, or photographic errors. VertexCloud will not promise that any of the materials in this Website are accurate, complete, or current. VertexCloud may change the materials contained on its Website at any time without notice. VertexCloud does not make any commitment to update the materials.

## Fees and Payment

We accept the following forms of payment:

- Visa
- Paypal
- Mastercard
- Stripe

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchases and account information for all purchases made via the site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date so that we can complete your transaction and contact you if needed. We will bill you through an online billing account for purchases made via the site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the site.

If you fail to make a payment your service will be terminated 7 days after the invoice has been issued. During the 7 days the service will be suspended meaning you will not be able to access it until you pay the invoice. After the 7 days you have are over your service will be terminated.

### Refund Policy

After you purchase any of our services you are entitled to a refund within 14 days of the purchase. The use of chargebacks is prohibited and is not seen by VertexCloud as a means of refunds and will be seen as a violation of our TOS. If you have violated our TOS and it has resulted in a termination of the service you will not be eligible for a refund.