



## General Terms & Conditions

1. This agreement is between the customer, which hereby may be referred to as “you”, “your”, “customer”, or “user(s)” and NewYorkCityServers, which hereby may be referred to as “we”, “us”, “our”, “NewYorkCityServers”, “NYCServers”, or “NewYorkCityServers.com”. By completing a service order you have acknowledged that you have read, understand, and agree to the terms of service.
2. NewYorkCityServers may update the terms of service at any time. You are obligated to follow this agreement, and any modifications that are made to it.
3. NewYorkCityServers makes no guarantee of service. We may reject service orders at our sole discretion. Furthermore, we may reject orders once they have been activated. In this case a full refund will be given to the customer, and their account will be closed. If a customer’s order has been rejected or cancelled they may not sign up again.
4. NewYorkCityServers will not be responsible for any potential damages that the customer may experience. This includes, but is not limited to data loss, service interruptions, or a service being compromised. The customer agrees to not hold NewYorkCityServers liable for any such damages.
5. Customers are required to maintain their own data backups. No customer data backups are taken by NewYorkCityServers, unless otherwise noted.
6. By placing a service order you acknowledge that you are over the age of 18. If you are under the age of 18, your legal guardian must accept this agreement and complete the order, and payment.
7. NewYorkCityServers will send invoice notifications, support reply notifications, and other general notifications to the customer’s email address that they have listed on their account. It is the responsibility of the customer to check for email notifications, and to keep their email address up to date in our system. We cannot be held responsible for any actions that are taken due to missed notifications.
8. The NewYorkCityServers' terms of service was last updated on May 5, 2019.



## Billing

1. Unless otherwise noted all services are automatically recurring. NewYorkCityServers will generate an invoice for service renewal 14 days before the due date. Upon invoice creation an email notification is sent to the customer's email address that they have attached to their account. After 7 days an email notification is sent to remind the customer of the invoice if it has not yet been paid.
2. The customer agrees to be automatically billed until a cancellation request is submitted for their service. If the invoice remains unpaid on its due date NewYorkCityServers will attempt to charge the customer's credit card, or PayPal account.
3. If we are unable to collect a payment for an invoice it will become overdue. Email notifications will be sent to the customer informing them that the invoice has the overdue status. Email notifications will be sent on the first, second, and third day that the invoice is overdue.
4. If an invoice still remains unpaid for 4 days past its due date the service, and all services under the client's account are subject to suspension. In addition, a late fee of 20% will be added to the overdue invoice. The service(s) will remain suspended until the overdue invoice, including the late fee are paid.
5. NewYorkCityServers is happy to work with clients who experience problems paying for their service on time. Should you face a problem making a payment please contact us at [support@newyorkcityservers.com](mailto:support@newyorkcityservers.com) informing us of the problem so that we can make sure your service stays online and no late fee is added to your account.
6. Customers who wish to cancel their service must submit an official cancellation request inside of the NewYorkCityServers customer portal, located at the following URL: <https://newyorkcityservers.com/billing/clientarea.php> . There are two different types of cancellation requests "Immediate" and "at the end of the billing term".

If "immediate" cancellation is selected this means that you give NewYorkCityServers the right to cancel and terminate your service immediately. This means that the service will be shut down and all data will be permanently deleted.

If "at the end of the billing term" is selected this means that your service will stay active and online until the date of your next invoice is due. On the next invoice due date your service will then be cancelled and terminated. Once this happens all data will be permanently deleted.



7. Opening a payment dispute with one of our payment processors will result in immediate suspension of all client services. Furthermore, NewYorkCityServers reserves the right to terminate all services, without the option for refund.
8. Customers must use their own PayPal or Credit Cards when paying for an invoice. Using a payment account belong to someone else is strictly prohibited, and is subject for account suspension or termination.
9. Fraudulent orders and activity are reported to the proper authorities.

## **Ordering**

1. NewYorkCityServers provides an online automated ordering system. By placing an order the client agrees that they have read, understand, and will follow the terms of service. Once an order has been placed our automated system will scan for possible fraudulent activity. If possible fraudulent activity is detected our system will hold your order for manual review. If our system passes your order we will begin provisioning your order shortly.
2. NewYorkCityServers reserves the right to ask for further client verification at any time. This includes, but is not limited to: a government issued photo ID, a utility bill, or copy of the credit card used when placing the order. Should the client deny our request for further verification their account is subject to immediate termination.

## **Service – Dedicated Servers**

1. NewYorkCityServers offers bare metal dedicated server rentals. With this service the client is renting remote access to one of our dedicated servers. The client is responsible for any software that they install on the server. Unless noted otherwise, NewYorkCityServers is responsible for hardware, network, and power only.
2. Remote access is provided for dedicated server clients only. There shall be no physical access to the dedicated server. NewYorkCityServers allows clients to remotely access their server at any time through KVM located inside of the customer portal. In addition remote access to the server's power control is also provided.



3. Unless otherwise noted all dedicated servers are unmanaged. This means that the client is responsible for all software that is installed on the server. This includes, but is not limited to: installing software, uninstalling software, fixing any software related problems, and keeping the software up to date. NewYorkCityServers shall not be responsible for anything that is related to the software on the server.
4. NewYorkCityServers cannot be held responsible for any consequences in the event that a customer's server is compromised. It is the customer's responsibility to keep all software on their server up to date. We reserve the right to suspend service to any compromised server.
5. NewYorkCityServers shall not be responsible for any data loss on the server. This includes but is not limited to: data loss caused due human error, data loss caused due to error of the customer, data loss due to server being compromised, or data loss caused due to a hardware failure. The customer is responsible for making and maintaining backups of their data. NewYorkCityServers will not take any customer data backups, unless otherwise noted.
6. NewYorkCityServers offers 3 different service level agreements for each dedicated server offered.

Level 1: 24/7/365 support and hardware replacement within 24 hours or less (not including holidays or weekends)

Level 2: 24/7/365 support and hardware replacement within 2 hours or less (not including holidays or weekends)

Level 3: 24/7/365 support and hardware replacement within 2 hours or less (including holidays and weekends)

The hardware replacement time begins once we have identified the hardware component that needs to be replaced. Time spent troubleshooting the problem does not count towards the time replacement time.

7. Unless otherwise noted, all dedicated servers come standard with 10TB of traffic each month. Traffic is calculated by adding the total incoming traffic and the total outgoing traffic together. Should the client go over their allotted traffic per month NewYorkCityServers reserves the right to charge \$0.50 per gigabyte over the limit, and/or limit the customer's port speed.



8. Customers may use our dedicated server service for lawful purposes only. Transmission, distribution, storage, or linking to any material that is in violation of any applicable law is strictly prohibited. NewYorkCityServers reserves the right to terminate a client's account, and all of their services if they are using their service for unlawful activity. In addition we also reserve the right to share your information with law enforcement if required.
9. NewYorkCityServers has a zero tolerance for spam. We strictly prohibit any customers to transmit spam, or host a site that is advertised via spam. Spam is defined as "any form of unsolicited advertisement or informational announcement that is transmitted, whether singularly or in bulk, via any Internet-based communications medium including, but not limited to, Microsoft Messenger Service; Chat Programs; e-mail, Internet phone, instant and text messaging (SMS) and IRC applications".
10. Customers are not allowed to use NewYorkCityServers' services to host phishing websites. Phishing is defined as "websites that attempt to steal a user's login information or other personal data". Users who unknowingly have phishing websites hosted on their services will receive a warning and will be asked to remove all phishing websites. Repeat offenders risk possibility of suspension or termination at any time.
11. It is absolutely unacceptable for a user to use their service to conduct or take part in a DDoS attack in any manner. Doing so will result in permanent service termination immediately. If a customer is the target of a DoS or DDoS attack, we reserve the right to temporarily suspend the service that is targeted. This includes null routing the IP address that is being attacked. NewYorkCityServers reserves the right to deny websites or services that are frequently targeted by DDoS or DoS attacks.
12. Other prohibited content and uses include, but is not limited to: violating of applicable trademark or patent law, illegally defaming or slandering another person/group, transmitting threatening messages, attempting to hack into any network or system that does not belong to you, and any action that may cause legal liability for NewYorkCityServers.

#### **Service – Forex VPS**

1. NewYorkCityServers offers a VPS service designed for forex and financial traders. Each VPS plan provides the customer with a Windows VPS with remote access. The client can login and run their trading software from the VPS.



2. NewYorkCityServers does not provide financial advice, money services, or a guarantee of profitability by using any of our services.
3. NewYorkCityServers cannot be held responsible for any potential damages that may arise from problems with our service. This includes, but is not limited to: network disconnects, server downtime, crashes, or data loss.
4. In the event of a system problem NewYorkCityServers cannot be held liable for any potential income / profit the customer would have made if the service was operating normally.
5. The customer takes full responsibility for any and all trades executed on our services.
6. Customers must use their service for lawful purposes only. Any illegal activity is prohibited and will result in immediate service suspension. This includes, but is not limited to: spam, phishing, fraud, and linking to or hosting copyrighted material.
7. NewYorkCityServers guarantees that our Forex VPS trading platform will be available 100% of the time during market hours. Any and all maintenance is scheduled outside of market hours and does not affect our 100% uptime guarantee. In addition any server hardware failures do not count against our 100% uptime guarantee. In the event of a hardware failure, NewYorkCityServers will begin working immediately to resolve the failure.
8. NewYorkCityServers does not take data backups of any customer VPSs, unless otherwise noted. Customers are required to take and maintain their own data backups.
9. NewYorkCityServers cannot be held liable for any data loss that occurs with our service.
10. The customer acknowledges and understands that Forex and other trading activities are high risk. Using our VPS platform does not make trading any less risky. The customer understands and agrees that NewYorkCityServers cannot be held liable for any losses or damages related to any trades executed on our platform.

The customer acknowledges and understands that trading on our platform maybe interrupted by reasons outside of NewYorkCityServers' control. The customer agrees that we cannot be held liable for any damages that occur due to interruptions outside of our control.