

Terms and Conditions:



ENS, PLUGPAYPLAY AND USERVENET

THE CURRENT TERMS AND CONDITIONS, 2010-08-01

1) Terms and Conditions:

PlugPayPlay (trade mark of Easy Networking Solutions Ltd) reserve the right to suspend or cancel with immediate effect, access to any service, if decided the account is being used inappropriately, or otherwise. PlugPayPlay reserve the right to amend the terms and conditions at any time. It is the customer's responsibility to regularly check for any changes in our terms and conditions.

1.1) Age restrictions:

Any client purchasing one of our services must be either over the age of 16 and financial independent or have consent from their parent/guardian who is willing to be their guarantor. Please do not purchase any of our services if you are not able to comply with the above criteria.

PlugPayPlay accepts no liability for any inappropriate behavior or misuse of service.

By agreeing to these terms you agree that you are of 16 years of age and are able to make payments independently or have requested permission from your guardian and they have agreed.

1.2) Automatic agreement for Terms and Conditions:

By choosing to use any ENS-ltd services or any of its divisions clients do by agree to these terms and conditions. If you do not agree with these terms and conditions please do not purchase any services from us.

1.3) Third party payment gateway usage:

User under the age of 16 or who are having someone else pay the bill must first get permission from whoever is paying the bill. Failure to do so still leaves buyer and bill payer both liable for costs even if refund is requested due to failure to request permission. We see usage of third parties account as acceptance by third party for the purchaser to use their account to pay.

2) Prohibited Content:

The following material is strictly prohibited:

Illegal Material - This includes copyrighted works, audio, video, or music files, or any other material in violation of any Federal, State or Local regulation.

Adult Material- this includes any images of a pornographic/erotic nature and any other obscene material. PlugPayPlay have the absolute discretion as to what is "Adult Material"

Ware- This includes Emulators, ROMS, pirated software, phreaking, hacking, password cracking, IP spoofing and encrypting any of the above. Also including any sites providing "links to" or "how to" information about such material.

3) Acceptable use of service:

Accounts are for the use of the primary owner only. Account holders are not permitted to "borrow", "lend" or "sell", their server, web space or resources to any third party.

4) Spam and unsolicited material:

Any accounts found to be using our servers to send spam or unsolicited material will be terminated immediately, a refund of any kind will not be given and the account owner will be liable for any costs incurred.

5) Bandwidth Policy:

In the event of the customer exceeding the bandwidth permitted, PlugPayPlay will advise customers that they may purchase extra bandwidth in order to keep their account active. PlugPayPlay reserve the right to cancel or suspend the account until such time as further payment is made for the service to continue. In the event of the customer using excessive bandwidth, we reserve the right to cancel or suspend the account and access to it, to protect other users on the PlugPayPlay network and its servers.

6) Back-ups:

PlugPayPlay does not keep a back up of customer data and it is therefore the sole responsibility of the customer to do so. PlugPayPlay recommend this is done on a regular basis to ensure that minimum data is lost in this event. PlugPayPlay hold no responsibility for such loss incurred.

7) Malicious Activity:

PlugPayPlay services may not be used for any activity which affects the ability of other people or systems to use PlugPayPlay or the internet. Interference with or disruption of other network users, services or equipment is prohibited.

8) Payment Policy:

Accounts may be paid monthly, quarterly, semi-annually or annually. Payment can be made by e-cheque, "Paypal", "Nochex" or "Google Checkout". Other payment methods are permitted at the discretion of PlugPayPlay. Service will start from the date the server / and or service is setup. In the case of payment by e-cheque, service will resume when the e-cheque clears.

Payment must be cleared by invoice due date. In the case of payment not being received, PlugPayPlay reserve the right to cancel or suspend service and access, until the debt is settled.

All payment is to be made in GBP (£).

9) Cancellations and Refunds:

PlugPayPlay reserve the right to suspend or cancel a service with immediate effect should PlugPayPlay decide that an account is being used inappropriately, or otherwise misused. PlugPayPlay also reserve the right to terminate a contract without refunds should the user be found to have not adhered to these Terms and Conditions.

PlugPayPlay reserves the right to cancel the service and access to the service at any time. In this event customers will be entitled to a pro rata refund based upon the remaining period of membership.

Customers may cancel their service at any time. In this event, all start-up incentives and loyalty schemes, including free or paid hosting and other services, game servers or dedicated servers will be cancelled without refund, unless agreed to by PlugPayPlay management.

Fees charged on a prepay basis are non refundable. In addition some accounts incur set-up fees; these charges are also non-refundable this also include any credits.

You are required to give PlugPayPlay 3 Days notice to cancel your service else your contract shall automatically be renewed and payment taken. Notices should be sent to

cancel@plugpayplay.com. In the event of 3 days notice not being given by the official means, no refunds will be applicable.

9.1) Dedicated Servers:

Dedicated server clients must send in cancellation request 30 days prior to cancellation of billing agreement. Any money paid during or before cancellation is non-refundable. All payments due prior or after 30 days notice must be paid in full.

9.2) Automated subscriptions:

Clients are required to assume responsibility for cancellations of any automated subscriptions set up at time of registration with any of our payment gateways to use any services hosted by PlugPayPlay, failure to do so may result in continuation of billing which will be added to clients' accounts as credits.

9.3) Credits:

Credits are a non-refundable online currency, which may only be exchanged for services within ENS LTD and or any of its divisions. PlugPayPlay does not sell credits.

Credits in clients' accounts may occur due to the following reasons:

- Client can ask PlugPayPlay to pay up front for a specific service, if a valid reason is provided, and approved.
- Client has paid twice for the same invoice.
- Client has cancelled his service, but kept on paying.
- Client has failed to stop automated subscriptions taken by payment gateways such as PayPal.

The credit limit is a maximum of £300.00 Pounds, should a client cross this threshold, no further credits will be added to the account beyond this number further to this as with any items regarding "**credits**" no refunds will be issued.

10) User Conduct:

Clients are not authorised to transmit unlawful, threatening, profane, pornographic, offensive, abusive, obscene, indecent or otherwise objectionable information of any kind.

Abusive behaviour not limited to swearing, cursing, insulting, and or threatening behaviour towards PlugPayPlay, its staff or a customer is strictly forbidden. Personal abuse of any kind, whether transmitted across VOIP, email, forum, live support, tickets or telephone will result in immediate termination of service. In this event the customer will not be issued a refund.

11) Change of Customer Details:

It is the duty of the customer to inform PlugPayPlay of any changes to personal details. This is not limited to but includes your email address, telephone number and home address. PlugPayPlay will not be held responsible for any loss of communication due to the customer not informing PlugPayPlay of their change of details.

12) Quality of services:

Every effort is made by PlugPayPlay to bring you a quality, uninterrupted service, but this cannot always be guaranteed 100% of the time. PlugPayPlay will not be responsible for any damages incurred by service interruption to the customer or its clients.

In the event of technical issues, it is the client's responsibility to report immediately any problems via the ticket system. The official ticket system can be found <http://www.plugpayplay.com/contactus.html>. Failure to report faults via this method and this method only is the client's responsibility. PlugPayPlay are not responsible for the client's failure to report problems via the correct means. In the event of technical issues, compensation in the form of contract extension may be applicable; however this is entirely at PlugPayPlay's discretion.

13) Loss and Compensation:

PlugPayPlay accepts no liability for any loss however so arising suffered as a result of any failure or fault in the service provided by PlugPayPlay. Any compensation shall be at the discretion of PlugPayPlay and shall not exceed the pro-rata value of the loss of service provided. This compensation may take the form of an extension of the defective service or substitution with another service of equal or higher value or refund all at the discretion of PlugPayPlay.

14) Game Server Usage:

The player and spectator numbers are limited to the number of players a customer has rented, should a customer wish the number of players to be increased or decreased, they must seek permission from PlugPayPlay as additional costs may be incurred. Customers must first seek permission to change the number of players a server accepts and should this be compromised it may result in the suspension or termination of service. Adding SourceTV to your server also increases the amount of slots!

You may not attempt to connect to our server through SSH, Telnet or any other means of unauthorized connections. Failure to comply with this rule may also lead to your server being subject to a suspension of 5 days where you shall not be credited or refunded.

All game servers must carry the default name of PlugPayPlay.com. Customers must not remove this from the title unless they pay an additional fee to have the server de-branded.

Game server titles must not contain abusive language, offensive material or bring PlugPayPlay into disrepute. Breaching the acceptable naming of game servers will result in the termination of service at PlugPayPlay's discretion.

All game server specifications must be equal to that given by PlugPayPlay. Changing variables such as maxplayers and fps_max will be punished. Breaching this will result in a 5 day non-refundable suspension and a fee of 5GBP within the given time.

15) Setup Time:

Game Servers

PlugPayPlay cannot give any guarantee on a setup date for game servers. While most services will be set up within 24 hours or when payment is received, PlugPayPlay will not overload any of their servers in order to set up new services or game servers. In the event of there being no space for new game servers and or services, customers will be put on a waiting list for server availability. Once space is available, the customer's service will be setup.

Dedicated Servers/Co-location:

PlugPayPlay cannot give any guarantee on setup date from the point of purchase, for dedicated servers or co-location services. Normal setup time is 7 working days, however due to circumstances beyond our control this period may be longer. Co-location customers must themselves provide adequate accessories, and or equipment in order for us to install their server in our racks. This includes and is not limited to, "rack mount rails", "power leads" and "cabling"

16) Indemnification:

Customer agrees that it shall defend, indemnify, save and hold PlugPayPlay harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against PlugPayPlay, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless PlugPayPlay against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with

PlugPayPlay server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from PlugPayPlay.

17) Disclaimer:

PlugPayPlay will not be responsible for any damages your business may suffer, and makes no warranties of any kind, expressed or implied for services we provide. PlugPayPlay disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by PlugPayPlay and its employees. PlugPayPlay reserves the right to revise its policies at any time.