Terms and Conditions: Abuse and Security Policy

Organization Details:

- Organization Name: Damian Chlebda

- Organization Type: Private

- Address: Wolfgang-Döring-Straße 25, 37077 Germany

- Email: info@ipv4guard.com

- Email for Abuse Reports: abuse@ipv4guard.com

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1. Prohibited Activities:

The following activities are strictly prohibited on our network:

- Spamming: Sending unsolicited bulk and/or commercial messages.

- Hacking: Unauthorized access to computer systems or networks.

- Distribution of Malware: Disseminating malicious software or code.

- Child Pornography: Any involvement in the production, distribution, or possession of child pornography.

- Illegal Activities: Engaging in activities that violate local, state, federal, or international laws.

- Phishing: Attempting to acquire sensitive information, such as usernames, passwords, and financial details, by deceptive means.

- Denial of Service (DoS) Attacks: Deliberately disrupting services or networks to render them unavailable.

- Botnets: Operating or controlling botnets for malicious purposes.

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2. Abuse Control Mechanisms:

- Monitoring: We actively monitor our network for any suspicious or abusive activities.

- Reporting: Users are encouraged to report any instances of abuse or security breaches.

- Response: Upon detection of abuse, we reserve the right to take immediate action, including suspension or termination of services, and cooperation with law enforcement authorities.

- Mitigation: We employ various techniques and tools to mitigate abuse, including firewalls, intrusion detection systems, and traffic filtering.

- Service Suspension: If a client is causing problems, we reserve the right to suspend their service.

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3. Firewall and Security Policies:

- Prohibited Configurations: "Allow all" settings in the firewall panel are strictly prohibited.

- Mandatory Configurations: Clients must open only the necessary ports and apply the appropriate filters.

- Null Routing Policy:

  - First Attack: If a client's IP is involved in an attack and there are no filters, the IP will be null-routed for 1 hour.

  - Second Attack: The IP will be null-routed for 4 hours.

  - Third Attack: The client will face a €5 fine and a null-route of 10 hours.

  - These measures are in place to ensure network stability.

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4. Customer Responsibilities:

- Compliance: Customers are responsible for ensuring compliance with these terms and all applicable laws and regulations.

- Notification: Customers must promptly notify us of any suspected security breaches or abuse.

- Security Measures: Customers are responsible for implementing adequate security measures to protect their systems and data, including regular updates and patches.

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5. Content Restrictions:

- Prohibited Content: Hosting, distributing, or linking to any content that promotes violence, hate speech, terrorism, or illegal activities is strictly prohibited.

- Adult Content: Must comply with all relevant laws and regulations. Child pornography or any content depicting minors in a sexual context is strictly forbidden.

- Copyright Infringement: Customers must respect intellectual property rights and refrain from hosting or distributing copyrighted material without proper authorization.

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6. Data Privacy and Access:

- Data Protection: We are committed to protecting the privacy of our customers' data. Our privacy policy outlines our practices regarding the collection, use, and disclosure of personal information.

- Access to VPS: We do not access the virtual private servers (VPS) of our clients unless explicitly requested by the client and with a signed authorization.

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7. Indemnification:

Customers agree to indemnify and hold us harmless against any claims, damages, or liabilities arising from their use of our services in violation of these terms.

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8. Termination:

We reserve the right to terminate services immediately and without notice in response to any violation of these terms.

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9. Legal Compliance:

Customers agree to comply with all applicable laws, regulations, and international treaties governing their use of our services, including but not limited to export control laws and regulations.

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10. Governing Law:

These terms and conditions shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of law provisions.

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11. Severability:

If any provision of these terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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12. Modification:

We reserve the right to modify these terms and conditions at any time, effective upon posting the updated version on our website.

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13. Service Level Agreement (SLA):

- Uptime Guarantee: We guarantee 97.99% network uptime. In the event of downtime, customers may be eligible for service credits.

- Maintenance Windows: Scheduled maintenance will be communicated at least 48 hours in advance and will be conducted during off-peak hours whenever possible.

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14. Limitation of Liability:

- Indirect Damages: We shall not be liable for any indirect, incidental, or consequential damages, including lost profits or data, arising from the use of our services.

- Liability Cap: Our total liability for any claims arising out of or relating to our services is limited to the amount paid by the customer for the services in question during the three months preceding the claim.

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15. Cookies and Tracking:

- Usage of Cookies: We use cookies to enhance user experience and analyze site traffic. By using our services, customers consent to the use of cookies.

- Opt-out: Customers may opt-out of cookies by adjusting their browser settings or through our billing portal, or by contacting us at deleteme@ipv4guard.com. However, this may affect the functionality of our services.

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16. Backups:

- Customer Responsibility: Customers are responsible for maintaining their own backups. We do not guarantee the availability of backup data.

- Backup Services: Optional backup services may be available for an additional fee.

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17. Force Majeure:

- Events: We shall not be liable for any failure or delay in performance due to causes beyond our reasonable control, including but not limited to natural disasters, acts of war, terrorism, strikes, governmental actions, and internet outages.

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18. Dispute Resolution:

- Arbitration: Any disputes arising out of or related to these terms shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

- Jurisdiction: The courts of the United States shall have exclusive jurisdiction over any disputes not resolved through arbitration.

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19. Sanctioned Countries:

We do not conduct business with, and services are banned in, the following sanctioned countries and regions:

- Asia: Afghanistan, Belarus, Iran, Myanmar (Burma), North Korea, Russia, Syria, and all other countries in Asia.

- Africa: Burundi, Central African Republic, Congo, Democratic Republic of the Congo, Eritrea, Guinea, Guinea-Bissau, Libya, Mali, Somalia, South Sudan, Sudan, Zimbabwe, and all other countries in Africa.

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20. Traffic Limits for Tunnel Services:

- Bandwidth Limit: Clients with tunnel traffic are limited to a port speed of 1 Gbps or 60 Mbps on a 95/5 percentile basis with their traffic limit.

- Overage Charges: If the traffic limit is exceeded, a charge of €2.6 per TB will apply, and the port speed will be reduced to 40 Mbps.

- Abuse Mitigation: If abuse is detected, we reserve the right to further reduce the port speed to limit damage to other systems.

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21. Payment and Refund Policy

Refunds:

- Refund Period: We offer a full refund within the first 72 hours after purchase if the customer is not satisfied with the service.

- Restrictions: Refunds are only granted during this 72-hour window. Requests made after this period will not be eligible for a refund.

Disputes:

- PayPal Disputes: Any disputes raised through PayPal will be formally contested, and may result in immediate termination of services without further notice.

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22. Non-Payment Policy

Invoice Payment Terms:

- Grace Period: Customers have a 3-day grace period from the issuance of the invoice to settle their payments.

- Service Suspension: If payment is not received within these 3 days, services will be suspended.

- Retention Period: Suspended services will be retained for 15 days after suspension. If the payment is still outstanding after this period, the services will be permanently deleted.

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23. Non-Disabling of Anti-DDoS Features:

- Feature Commitment: In recognition of the critical importance of maintaining the integrity of our services and ensuring consistent uptime, we commit to keeping all current anti-DDoS features actively enabled at all times. These features include, but are not limited to, Anti-VPN, Anti-Proxy, Anti-Bot for gaming, Anti-Spam, DNS Blocking, Blocking of countries under sanctions, and the blocking of specific data centers and ISPs known for abusive behaviors.

- No Disabling: Under no circumstances shall these features be disabled or bypassed, as their continuous operation is essential for protecting our network and our clients' interests.

!!By using our services, customers acknowledge and agree to abide by these terms and conditions. Failure to comply may result in immediate termination of services and legal consequences.!!