

Terms of Service:

Please review our Terms of Service ("ToS") **before** obtaining services. By obtaining our services, you are agreeing to abide by the expectations outlined here.

*If you have any questions about our Terms of Service, or if you'd like to clarify whether or not your particular desired use is allowed on our services, please **contact us** before signing up! Thank you!*

About you:

By signing up for our services, you agree that you are at least 18 years old and that you have the legal capacity to enter into an agreement.

Clients who utilize services in a prohibited manner may be subject to any of (or a combination of) the following:

- - Warning notification (which requires acknowledgement)
- - Service or account suspension
- - Service or account termination
- - Fees (termination, re-activation, suspension, clean-up, or abuse)
- - Our cooperation with law enforcement

Shared and Reseller Hosting Customers are expected to reasonably utilize their hosting space in a manner that is needed to host their public facing website(s) and its core website functionality only. For example, utilizing shared and reseller hosting services to serve as a cloud storage locker or to store unrelated backups is prohibited. Additionally, streaming video content is prohibited on shared/reseller hosting environments. If you are looking to store backups, set up a cloud storage locker service, host video content to stream, etc - please consider doing this on a VPS instead. These types of activities are allowed on our VPS and Dedicated Server product lines (so long that it is legal content and abides by the rest of our policies).

VPS customers are expected to monitor their usage and utilize our services in a manner that is considered fair share and not abusive to the Disk I/O or CPU. If you require dedicated resources and want to max it out, we would recommend getting your own dedicated server. (we will be offering dedicated server in the near future).

Anything related to pornography, cryptocurrency mining, email spamming, brute force attacks, outbound DDoS, CPU mining, and Traffic Exchange are not allowed on our platform.

Payments:

We accept paypal and credit card payment thru paypal only. No refunds will be given.

Fraudulent Payments - Services that are acquired by means of fraudulent payments will be immediately suspended or terminated.

Suspensions:

Suspension for Non-Payment - services interrupted for non-payment may be subject to a 10% late fee after 3 days or the maximum amount allowed by law (whichever is less). Data stored on a client's services will not be available to the client until reconnection is established or alternative arrangements are made to the sole satisfaction of RackNerd.com. Clients deactivated for non-payment or charge-back are subject to their data being destroyed seven (7) days past due, unless otherwise specified or agreed upon.

Worldhosting.xyz is not responsible for data integrity, regardless of circumstance. and strongly recommends keeping up to date and off network backups to protect against data loss.

It is our intent to not want to suspend or terminate a client's services for non-payment, we undergo efforts to give clients both adequate time and correspondence in order to avoid this scenario.

Cancellations – Cancellations may be requested and will take effect at the end of the billing cycle. No refunds will be provided

Disclaimers of Liability and Indemnification:

Our services are provided "AS-IS". To the extent that is permitted by law: no written, expressed, or implied warranties (or guarantees) are made. We do not guarantee that the use of our services will meet your requirements or expectations. We do not guarantee that you will be able to access services at any given time or from any given location. Use our services at your own-risk.

Please be aware that your sole remedy for any dispute with us is the cancellation of your account. By using our services, you agree that we, our suppliers, affiliates, and agents will not be accountable for any monetary amount or claim that exceeds the total amount of fees that you have paid during the use of our services.

You agree to defend, indemnify and hold harmless our employees, officers, directors, agents, suppliers, from all liabilities, claims, expenses (including attorney fees) which arise from any claims including: loss of profits, data loss, work stoppage, hardware failure or malfunction, service interruption, any other commercial damages or losses, or your use or misuse of services.

We reserve the right to refuse service at our discretion, ensuring our ability to maintain the integrity and quality of our services for all clients.

Client consents that any legal action, or proceeding shall be through Arbitration according to the laws of the State of North Carolina. Jurisdiction and venue will be Mecklenburg County, North Carolina.

As some states or jurisdictions allow for the exclusion or limitation of incidental damages, in such states and situations, our liability and the liability of our employees, officers, directors, agents, and suppliers, will be limited to the fullest extent permitted by law.

Last Revised May 28, 2025