The Terms of Service ("The Agreement") is an agreement between Hyper Layer ("Hyper Layer", "us", "we" or "our") and you ("Customer", "user", "you", "your"). This Agreement sets forth the general terms and conditions of your use of the products and/or services made available by Hyper Layer and of the hyperlayer.net website or any of its domains. By using our products and/or services, you agree to be bound by the Agreement, and all applicable laws and regulations. If you do not agree to abide by the terms of the Agreement, you are not authorized to use or access our products and/or services.

We reserve the right to partially or fully modify any policy, section or portion of the Agreement at any time and our sole discretion and without advance notice to you. Any changes will be effective when they are posted to the site. Your continued use of our products and/or services following any change in the Agreement will signify that you accept such changes. If you do not agree to any changes in the Agreement, please discontinue the use of our products and/or services.

By accepting the Agreement, you are also agreeing to our Privacy Policy.

Your Account

1. We reserve the full right to terminate your account at any time, with or without advance Your account and its products and/or services will be terminated if you are found in violation of the Agreement.

2. You must be thirteen (13) years of age or older to be eligible for the use or access to our products and/or services. Any registration, use of or access to our products and services, by anyone under thirteen (13) is unauthorized unless with the permission of a parent or care.

3. It is your responsibility to provide accurate, current, and complete information to us. If we need to contact you, we will use the primary email address associated with your account.

4. It is your responsibility to ensure that the contact information for your account is correct and complete at all times. Providing false information of any kind may result in the termination of your account and its Services. In certain cases, you may be required to provide government-issued identification and possibly a scan of your ID book/Card, driver's license or proof of address used for verification purposes. Failure to provide the information requested will result in your order being denied and cancelled.

Services, Orders and Payments

1. We reserve the right to shut down, suspend, terminate or deny access to any product and/or service with or without reason, with or without advance notice. We are not responsible for any data loss related to the termination of products and/or services

2. All services and/or products ordered from us will not be activated until payment has been received and verified to not be fraudulent. In most cases, payment verification is automatic but may require manual review in rare circumstances

3. When ordering a product and/or service from us, you are only receiving a license and/or renting the product and/or service. All services and/or products remain our property of us.

4. All services and/or products are still subjected to software limitations and physical hardware limits.

5. Invoices for products and/or services will be generated ten (10) days before the product and/or service due date. The client is expected to pay the invoice in full before the expected due date. Products and/or Services will be suspended five (5) days after the due date if the invoice remains unpaid and terminated no later than ten (10) days after the invoice due date if the invoice remains unpaid. We reserve the right to terminate services and/or products and remove data associated with any service and/or product that has an overdue invoice at any time.

6. We keep backup retention for 7 days. Restores after termination will be charged at R200 per server/instance

7. Domains are suspended by the registry at different periods and can be suspended within a day of their due dates. Any domains not settled on or before their due dates may attract extra fees, once they pass into redemption

Refunds and Cancelations.

Hyper Layer understands sometimes a service just isn't for you. Therefore, in the event an order is made, you the consumer are granted a twenty-four-hour (24) timeframe from the time of the order being placed to request a refund for any reason whatsoever, no questions asked. However, as such, some limitations do apply,

1. Add-ons are non-refundable

2. Dedicated Servers are non-refundable

3. VPS/Cloud Servers are non-refundable

4. Domains are non-refundable

5. A Cancellation request has been processed or submitted on the product

6. A refund has been processed on the account within the last six (6) months

7. The order is an upgrade order

8. The order/invoice has been paid for using any form of cryptocurrency.

9. If a backup restore has been processed on a service, it is no longer eligible for a refund.

You will not be offered a refund or receive a refund after seventy-two-hours when:

1. You caused the downtime.

2. You did not want to buy the services.

3. You do not receive support.

4. Termination based on these and system terms of service.

In the event you the consumer paid for a service in advance and you the consumer decide to cancel any future it will only be cancelled at the end of the appointed billing period. Advanced payments and or prepaid advanced packages are eligible for refunds, within twenty-four hours of payment. Dedicated servers are not eligible for refunds regardless of the twenty-four hours timeframe.

Accounts and security.

We take security seriously. When registering an account, you automatically agree to this here terms of service and the privacy policy to gain access.

You as the user agree to the following.

You:

1. Will not share your account credentials

2. Will take responsibility for the actions of the account.

3. Will be responsible for the security of the account.

4. Will not exploit any flaws in hardware or software for any reason.

5. Will not attempt to circumvent any security features for any reason.

6. Will report exploits and security flaws to us upon discovering them.

7. Will Not perform any attack on any network, host or servers, including but not limited to denial of service attacks.

8. Will not engage in activities that interrupt or interfere with Hyper Layer services.

9. Will Not to engage in illegal activities.

Affiliates and regulations.

Hyper Layer operates an affiliate program whereby clients can refer other clients to Hyper Layer in return for credit.

1. Withdrawals from the affiliate program will be for Hyper Layer account credit.

2. Monetary processors will not be applicable therefore PayPal, crypto etc. will not be used to pay or exchange the Hyper Layert account credit.

3. All promotional, review and discount sites are not allowed to be used in conjunction with our affiliate system. This includes other media types such as YouTube videos, and Facebook videos. If you are unsure please contact our team for clarification.

4. When posting your affiliate link it must be in full view and not masked or behind any URL shortener.

5. At any point, we reserve the right to refuse an affiliate payout.

6. Any abuse of the credit-affiliated system will lead to the closure of your account and your affiliate earnings being nulled.

7. Certain products such as Dedicated servers do not have an affiliate payout, these products may vary and Hyper Layer reserves the right to modify the affiliate system at any time.

Data Loss

1. We may incorporate multiple features such as Local backups and offsite backup solutions to mitigate the risk of data loss on our products and/or services. However, you are ultimately responsible for the data stored on our products and/or services. We shall not be held responsible for any data loss, regardless of the cause.

MySQL Services

We offer 1 free MySQL database with all game servers. This is an add-on service and as such we do not hold any liability for any (paid or free) MySQL data loss or corruption. The MySQL databases associated with your server may only be used for purposes related to your server, any use deemed by Hyper Layer outside of this policy will result in the removal of your MySQL database and the data it contains. The size and storage of your MySQL database are based on a fair-usage although has a hard limit of 256GB. This does not mean you can always use the full 256GB as other factors may mean your server exceeds the fair-usage limitation before reaching 256GB in usage. Your server will be suspended if any databases associated with your server exceed this limit.

You may purchase additional databases for your server for R20 per month per additional database, this is limited to up to 10 total databases. The terms listed above for the first free database apply to all paid additional databases.

Our Site

1. We reserve the right to modify any of the information on the site at any time, with or without advance notice.

2. We are not responsible if any information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information.

Modifications to the products and/or services

1. We reserve the right to update the pricing and/or specifications of any product and/or service at any given time, with or without advance

2. We reserve the right to discontinue any product and/or service at any given time, with or without advance

3. We shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of any product and/or services

Legal Obligations

1. Under no circumstances do we claim responsibility and/or liability for what you choose to host on your products and/or services.

Liability

1. Under no circumstances shall we be held liable for any damages, including but not limited to downtime or data loss, incurred by the client through the use of our products and/or services. Our maximum combined liability to a client for any service shall be 100% of the product and/or service fee for that specific month.

Denial of Service Attacks

1. We may incorporate multiple protection methods against Denial-of-Service Attacks. However, we are not liable for any downtime caused by a DDoS (Distributed Denial of Service) or DoS (Denial of Service) attack. If a DDoS or DoS attack is targeted at a specific customer's product and/or service for an extended period and affects other customers' products and/or services we may suspend it until further notice or resolution.

Support

Any support request must be submitted through our client area or DIscord via tickets or Ticketbot. We are not required to provide technical support via live chat, social media, or other unofficial contact methods.

We aim to respond within 30 minutes for all tickets although depending on the complexity of the request this may be longer. Bumping the tickets will further delay response as we answer tickets

based on their last reply. Spamming our ticket system may result in a ban from our support system and thus you will not be able to get support.

We reserve the right to not provide support due to but are not limited to abusive comments such as swearing if this is a continued problem your services may be terminated without refund.

All of our services are unmanaged unless elsewhere specified, due to this we are unable to provide extended support for configuration issues.

Support Addons

All set-up add-ons are applicable for the server they are purchased for and are non-refundable and non-transferable. These add-ons are provided "as is" and no additional support will be provided after the addon has been configured.

You may purchase an "Advanced Support Addon" for your servers, These addons are nonrefundable and are provided "as is"

These add-ons only apply to the server they were purchased on and can't be moved to another service

Game Server Hosting Advanced Support Includes

1. Plugin/mod Installation Map/world uploads

2. Make small configuration file changes for you (Under 5 lines) Setting up your Domain to work with your server

3. Assisting in the resolution of plugin errors and server errors

Game Server Hosting Advanced Support does NOT Include

1. Full plugin/mod configuration Server Management Bungeecord configuration

2. Any In-Game setup or configuration Modpack setups/configuration

Linux Advanced Support does Include

1. Setting up basic services such as Nginx, MySQL, nodejs, PHP and python Configuring basic firewall rules

2. Basic error debugging

Linux Advanced Support does NOT Include

1. Installation of full panels such as Multicraft or Pterodactyl etc… Creation of any form of script

2. Full server management

To use Linux Advanced Support, we require the VPS/Dedicated Server to be running Ubuntu OS.

Trial Accounts

1. 24-hour trial servers are manually vetted and approved. You may not order a trial server if you are an existing client or have an existing service with Hyper Layer. We will only approve 1 trial server for new clients per product. We are not held responsible for any data loss on trial servers as adhered to in the Data loss

FiveM Hosting Security and Compliance Requirement

1. Cloudflare Tunnel Requirement:

As a condition of using Hyper Layer's FiveM hosting services, all FiveM game servers must operate exclusively through a Cloudflare tunnel configured and managed by Hyper Layer. This measure is required to mitigate the impact of DDoS attacks, which frequently target FiveM servers, and to ensure the security and stability of both the individual servers and the Hyper Layer network as a whole.

2. Implementation of Cloudflare Tunnel:

Hyper Layer will configure and maintain the Cloudflare tunnel for each client. This tunnel acts as a security gateway, providing enhanced protection against DDoS attacks and malicious traffic. All traffic to and from the client's FiveM server must pass through the Cloudflare tunnel. Clients are prohibited from altering, removing, or bypassing this configuration.

3. Monitoring and Enforcement:

Hyper Layer actively monitors the network to ensure compliance with the Cloudflare tunnel requirement. In the event that Hyper Layer detects any attempt to bypass, disable, or otherwise circumvent the Cloudflare tunnel, the following enforcement actions may be taken:

- First Violation: Immediate suspension of the affected server, pending investigation and corrective actions by the client.
- Subsequent Violations: Repeated violations may result in permanent termination of the client's hosting services, without further notice.

4. Direct DDoS Attack Consequence:

If Hyper Layer determines that a client's server has bypassed the Cloudflare tunnel and, as a result, causes Hyper Layer's infrastructure to suffer sustained or frequent direct DDoS attacks, Hyper Layer reserves the right to immediately suspend or terminate the client's hosting service without prior notice. This measure is necessary to protect the stability of the entire network. Suspension or termination due to direct DDoS attacks will result in the forfeiture of any remaining hosting term, and no refunds or credits will be issued.

5. Non-Compliance and Liability:

Clients are solely responsible for ensuring that their servers remain in compliance with this security measure. Hyper Layer shall not be liable for any loss of data, service interruptions, or downtime resulting from the client's failure to comply with the Cloudflare tunnel requirement. Additionally, any server suspended or terminated due to non-compliance will not be eligible for refunds or credits.

6. No Exceptions:

There will be no exceptions to the Cloudflare tunnel requirement for any FiveM server hosted on the Hyper Layer network. Requests for exemptions, either temporary or permanent, will not be considered. This policy is in place to protect the network, as well as the hosted servers, from the significant risks posed by DDoS attacks.

7. Amendment of Security Policies:

Hyper Layer reserves the right to modify or update this security policy, including the Cloudflare tunnel requirement, at any time. Any changes will be communicated to clients via email or our website, and continued use of our hosting services after such changes constitutes acceptance of the updated terms.

8. Acknowledgment of Risk:

By using Hyper Layer's FiveM hosting services, the client acknowledges the inherent risks associated with hosting a FiveM server, including the heightened risk of DDoS attacks. The client further acknowledges that the Cloudflare tunnel is a necessary and effective security measure that cannot be circumvented without compromising the integrity of the hosting service.

Acceptable Use Policy

Any attempt to undermine, cause harm, or obtain unauthorized access to a server that is on our network is strictly prohibited. As our customer, you are responsible for all of your accounts and actions.

We reserve the right to reboot, shut down, suspend, or terminate any service found in violation of our Acceptable Use Policy.

We believe in second opportunities. If a procedure in case of violation is not specified on the violated policy, our standard procedure is to first shut down and/or suspend your service. Then, a ticket will be opened through our client area detailing the offence and the necessary steps to resolve the situation. Once the customer replies to the ticket acknowledging that they understand the issue and how to correct the problem, the service will be reactivated and the customer will have 24 hours to prevent any further abuse. If further violations occur, we will terminate the customer's service without the right to receive a refund.

Our products and/or services must only be used for their intended purpose. Any data that constitutes illegal material is strictly prohibited on our servers. Examples of illegal and obscene materials may

include but are not limited to child pornography, pirated software, fraudulent websites or threats.

The terms 'unlimited' or 'unmetered' does not truly define unlimited. Our servers reserve, split and distribute resources evenly among all clients. We reserve the right to shut down, suspend, or terminate a server found to be using an excessive amount of resources including but not limited to storage space, disk I/O, memory, or CPU usage.

The following general policies apply to all of our servers, including but not limited to Web Hosting Services, Game Hosting Services, and VPS / Cloud Servers:

1. Unsolicited bulk emails, commercial messages ("spam"), or mass messages are strictly prohibited.

2. Disrupting the services or performance of any other customer or network is strictly prohibited.

3. Sending DoS/DDoS attacks is strictly prohibited.

4. Network boosters, stressors, or other websites that promote illegal or questionable activities are strictly prohibited.

5. Spoofing IP addresses is strictly prohibited.

6. Botnets are strictly prohibited.

7. IP/port scanning is strictly prohibited.

8. Open proxies, Tor relays, and TOR exit nodes are strictly prohibited.

9. Violations of copyrights or trademarks are strictly prohibited.

In addition to our general policies, the following policies are specific and apply to our Web Hosting Services:

1. Daemon processes or background processes are strictly prohibited.

2. Storing backups of any kind is strictly prohibited

3. Download sites that use our web hosting services to store their downloadable content are strictly prohibited

4. Use your email account as an SMTP server

In addition to our general policies, the following policies are specific and apply to our VPS / Cloud Servers:

1. Cryptocurrency mining, distributed computing, or other CPU-intensive tasks are strictly prohibited.

In addition to our general policies, the following policies are specific and apply to our Game Hosting Services:

1. We reserve the right to immediately terminate your service without the right to refund if you

are found to be trying to, or bypassing the assigned SLOT/RAM limit of your purchased package.

2. Plugins / Mods that allow the customer to have multiple servers on the same purchased package, including but not limited to Sub Servers on Spigot/Bukkit are strictly

3. Plugins that allow the customer to create and store backups on the same server directory are strictly

4. While we do not actively restrict (hard limit) the CPU usage, no Game server shall exceed a full CPU core (1.0 load average) or more for an extended period. An extended period will generally mean one (1) hour but will depend upon the load average and level of impact on other customers sharing the node. The disruptive load may result in a reboot, shutdown, and/or suspension of the service. A hard limit may also be placed if abuse is detected

5. The unmetered storage feature shall only be used to store files that are completely required for the server functioning, including but not limited to: Worlds, JAR Files, Plugins, mods, maps and databases. Logs or backups may be deleted without advance notice if they use a considerable amount of space and affect the other customers in the node

6. The unmetered MySQL databases feature shall only be used to store data that is completely required for the server functioning, including but not limited to: Data from plugins and/or additional software that runs on the same server

Service Level Agreement

1. We anticipate that our services will be available at least 99.95% of any given month. If services become unavailable for more than 0.01% of any given month, a client may request to be compensated.

Our SLA only covers interruptions for the following services, and only when they are directly purchased from us and not through a reseller.

Web Hosting Services.

Game Hosting Services.

VPS / Cloud Servers.

Discord Bot Hosting Services.

Our SLA only applies to the following types of interruptions:

1. Network – We guarantee that our network will be available for all applicable services for at least 99.95% of any given

2. Hardware – We guarantee that our physical hardware will be available to all applicable services for at least 99.95% of any given

Our SLA does not apply under the following circumstances:

1. Planned Maintenance – We announce all planned maintenance with advance notice via email and/or on our website, thus this is not covered

2. Software error/failures – We do not cover errors, crashes or any service interruptions caused by software

3. Interruptions caused by the client – We do not cover issues caused by the client such as interruptions caused by installing third-party files/plugins and software or custom scripts

4. Third-party products and/or services – We do not cover issues and/or interruptions on any third-party provided service

5. DDoS / DoS Attacks – Networking issues resulting from DDoS or DoS attacks targeted at a customer's services are not eligible under any circumstances. We may null route the service's IP address to protect its network from attacks of large magnitude. Downtime resulting from attacks targeting other customers' services or our network, however, is covered by our SLA.

6. Customer network issues – We do not cover the inability to connect to our services due to issues on the customer's network side.

7. Exceeding allocated resources – Interruptions caused due to the affected service using more resources than the assigned and available are not covered

8. Service suspension – We do not cover interruptions caused by service suspensions caused by violations of our terms of service and/or overdue payments

9. Acts of God – We do not cover interruptions caused by weather, natural disasters, or any other disaster outside of our control

In the event of non-compliance, the client will be a customer as per the terms below:

1. For every minute of downtime, we will provide an extension to the affected service rounded up to the next day

2. Customers requesting compensation for downtime must open a ticket with our billing department within seven (7) days of the downtime incident to receive such an extension.

3. All SLA claims will be investigated. The outcome of such claims will be decided at our sole discretion.

4. Any SLA claims we deem to be fraudulent will be rejected

5. We reserve the right to deny any SLA claim if we believe the customer has purposely attempted to cause a service

6. Our SLA is only valid and available for direct clients of our company. We are not liable for any downtime caused by a reseller of our

Third-Party Licenses and Agreements

When you order a product and/or service from us, you automatically accept the licenses and agreements of the software we use to provide you with these services. These licenses and agreements, depending on the products and services you order, include but are not limited to WHCMS End User License Agreement and Minecraft End User License Agreement

Below we provide a best-effort list of all the licenses and agreements you will accept when ordering our products and/or services, however, this list may not be up to date or complete at all times. It is your responsibility as the customer and end-user to consult all of the license agreements before placing an order. If you are unsure or would like to get the latest and up-to-date list of the software, we use to provide each service, feel free to contact us.

WHMCS End User License Agreement

By using any of our services, including but not limited to Shared Web Hosting Services, Minecraft Hosting Services, VPS Servers and Dedicated Servers, you agree to the WHMCS End User License Agreement and any related or additional agreements, terms, or conditions specified therein, as provided by WHMCS Limited.

WHMCS EULA: https://www.whmcs.com/eula/ Minecraft End User License Agreement

By using any of our Minecraft-related services, including but not limited to Minecraft Servers, you agree to the Minecraft End User License Agreement and any related or additional agreements, terms, or conditions specified therein, as provided by Mojang AB.

Minecraft EULA: https://account.mojang.com/documents/minecraft_eula

Domain Registration, Renewal, Redemption, Deletion & Domain Parking

1. For more information about Registrant Education, please click here: http://www.icann.org/en/resources/registrars/registrant-rights/educational

2. For more information about Domain Name Registrant Rights, please click here: http://www.icann.org/en/resources/registrars/registrant-rights/benefits

Cookies

1. You will be asked upon visiting our website be asked on a banner at the bottom if you accept the use of cookies. we do not make extensive use of cookies on our website but we use cookies on our client area to remember your login status and (if you came to us from an affiliate) a tracking id so we can pay out the affiliate that linked you. The affiliate cookie expires after 3 months.

2. We log the IP address of all logins to our client area for the security of your account. If at any such time, you wish your data to be deleted you can request this via our support or by email, we can delete your account along with all emails, personal data, invoice history, log history, and ticket history, all data will be destroyed. You can read more here

Digital Content

1. The following policies apply for any purchases that include digital content, downloadable or not by the customer:

2. The customer will not receive ownership of any purchased digital content. Only a license will be granted for the usage of such content

3. The granted license for the usage of such digital content may or may not have a set validity period and/or set expiration date

4. Updates and/or support for any digital content will be only provided as long as the granted license is still valid and not expired

5. Distributing, redistributing and/or re-selling any purchased digital content in any way is strictly prohibited and may lead to the revocation of the granted license, account termination and/or legal action

6. The misuse and/or unauthorized modification of any purchased digital content are strictly prohibited and may lead to the revocation of the granted license, account termination and/or legal action

This document was last updated on 02/09/2024. (dd-mm-yyyy)