

# Terms of Service

Services may not be used without agreeing to the Terms. The Terms are accepted by the customer and Ultra.cc whenever Services are ordered or paid for by the customer. The Terms are maintained independently of any other agreement between Ultra.cc and the customer. Unless otherwise agreed in writing with Ultra.cc, any secondary agreements between Ultra.cc and the customer will always include at a minimum, the Terms outlined here. If a secondary agreement between Ultra.cc and customer contradicts any attribute of Terms as outlined here, the secondary agreement shall take precedence. You may not use the services if you are not of legal age to form a binding contract with Ultra.cc, or you are barred from receiving services under the laws of India or the country in which you will be using the Services.

## General Terms of Service

1. Any content or action taken on any Ultra.cc plan is the responsibility of the client. Any actions taken out on a userspace, authorized by the client or not, will reflect on the client themselves. The user is required to follow all Terms of Service outlined here and will be referred to as "TOS" henceforth.
2. The user is responsible for ensuring their services are suitably secured as per the guidelines of our Password Policy. Ultra.cc has no liability if the user account is compromised with weak passwords or sharing of an account with friends, family or any third person.
3. The following tools/programs are prohibited to be run on any Ultra.cc plan:
  - Tor relays/exit nodes
  - Hacking tools
  - Spamming tools
  - Phishing
  - Fraudulent gateways
  - Any malicious content that could reflect poorly on Ultra.cc
  - Mining tools - Mining of any kind including XMR, Chia or any other future cryptocurrency.
  - Peer-to-peer load balancers
  - Game servers
4. All user resources must be configured with authentication. This includes any applications and prohibits the use of open directories.
5. Payments made are the responsibility of the client. Any unpaid invoices will result in the service for the said invoice being suspended, with eventual termination and deletion of all data if left unpaid. Any over-payments due to incorrect PayPal subscriptions are non-refundable. These payments will be added to the client's account as a credit to be used on future invoices.
6. Please treat staff with respect at all times. In return, we will treat clients with respect. Any client being excessively rude will risk being banned from Ultra.cc.
7. The resale of any Ultra.cc service or part thereof is strictly forbidden. Any user found to be reselling any services hosted on our slots will be immediately terminated with no refund given. This includes, but not limited to; selling access to any streaming application, hosting IPTV services on our slots or using our slots to distribute files in exchange for a payment.
8. Users are responsible for ensuring the safety of data stored on their Ultra.cc slot. Our services are not redundant and data loss can occur. We recommend backing up any important files to dedicated cloud hosts.
9. Ultra.cc reserves the right to alter prices, storage quantities, network rates, network volumes, and computational capabilities of all services at its sole discretion.
10. Users are responsible for data sent or received via the Ultra.cc infrastructure, Download, Upload and distribution of copyright data of any kind is strictly prohibited

11. We reserve the right to amend the TOS outlined here at any point in time, continued use of our services is dependent on the client following all these terms.

## Account and Slot Responsibilities

It is the responsibility of the client to ensure the information kept on their slot is backed up and secure at all times. We strongly suggest backing important information up to an external cloud location; we are an apps hosting provider, not a storage provider. Drive failure can happen and we are unable to guarantee the information will be recovered. Ultra.cc shall never be held liable for failure to recover data in the event of any sort of failure, and shall never be held accountable financially or otherwise for loss of data.

We also recommend using unique, secure passwords to be set for UCP, customer portal, SSH and all apps. Users should refer to our Password Policy. Any applications or content on our services that are not in line with our TOS will be considered a violation of our TOS, regardless of if an account was compromised.

## Sharing and Reselling

Allowing public access to our services is forbidden. This includes public http directories, hosting video streams or hosting public services. Any client found allowing public access to any services will be asked to stop, failure to comply will result in account termination.

Reselling of any aspect of our services is strictly forbidden. Any client found to be accepting money or other payments in exchange for any sort of access to our services will be immediately terminated and ineligible for a refund.

## Fair Usage

Our services run on shared resources, as a result, it is the responsibility of the client to ensure that their activities do not negatively impact other client's experiences. All Clients must ensure that their resource consumption is within acceptable limitations. Ultra.cc may stop, without warning, any applications that are negatively affecting other clients and has every right to regain control of the abused resource from users without prior notice. In extreme scenarios, the client's slot may be suspended or terminated as the backbone of this policy is that everyone has a positive experience.

Ultra.cc will not be liable nor responsible for any customer/user loss out of this arrangement, and there will not be any refund of customer paid fee. Users of all Ultra.cc services agree not to interfere with other users in an unfair or malicious manner such that other users are not able to receive the due level of services.

## Forbidden Content

The following content is strictly forbidden:

- Tor relays and/or exit nodes
- Child pornography
- IPTV hosting or sharing

- VOD (Video on Demand) hosting services of any kind
- Kodi add-ons and repositories
- Publicly hosted files
- Any hacking tools
- Copyrighted content

# Payments

Our billing procedure is structured to ensure that you must have adequate time to pay your invoices, which are sent 10 days prior to the due date of the service with an invoice reminder sent 3 days prior. A service with an unpaid invoice after midnight on the due date will be suspended, then reminders will be sent out on the 1st, 2nd and 5th day. With further course of action the slot will be terminated and all data will be deleted permanently after midnight of the 5th day if the invoice remains unpaid. Any payments past 5th day will result in a new slot being created, which is not ineligible for our refund policy.

# Refunds

Our Refund Policy is in place as a means to test our service, must check out here: [Refund Policy](#)

# Chargebacks and Disputes.

Ultra.cc Accounting reserves the right to disclose any held information referenced in our [Data Handling Policies](#) and WHMCS to our payment processors in response to chargebacks and unfair disputes. When opening a service with us, you agree to contact us first regarding any issues. The use of a dispute or a chargeback with any payment processor to forcibly revoke funding from us is considered a violation of our Terms of Service.

# Cancellations

All clients are entitled to cancel their service at any point in time. Cancellation request option is available at the Client Portal. We offer “Immediate” and “At the end of the billing period” cancellations. With immediate cancellation, the slot will be terminated and wiped shortly with no guarantee that any data will be recoverable. Removal of cancellation requests is possible by contacting us through our ticket system.

# Subscriptions and Overpayments

This section declares and represents in our [Refund Policy](#), and the client agrees to it.

# Privacy

The customer understands and agrees to the [Privacy Policy](#) provided by Ultra.cc.

## Failure to Pay

Ultra.cc retains the right to remove or retain the content stored on Ultra.cc servers in the event of nonpayment for the services.

## Software & Service Updates

Any software provided with the Services may be updated or altered at any time. These changes are often to improve the quality of the Services and fix problems. You agree to receive such updates.

## Common Carrier

Ultra.cc and customer agree that Ultra.cc is solely acting as a common carrier in its capacity of providing services. The customer agrees that they are the publisher of any material or information and responsible for it adhering to the Terms. The content distributed by customer is in no way reflective of Ultra.cc. Ultra.cc does not filter or inspect the content distributed by the customer using our, as outlined in our Privacy Policy. All material stored or distributed by the customer is considered publicly accessible. Ultra.cc's distribution of content provided by customer does not express or implies approval of material by Ultra.cc, nor does it confirm that the material is in compliance with the Terms.

## Notices

Any notice under these Terms may be e-mailed, delivered personally or to such other places as the parties may designate in writing.

## Miscellaneous

This section includes legal terms and conditions declared by Ultra.cc

## Proprietary Rights

Ultra.cc owns all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

## Compliance with Law

Through this agreement, Client accepts full responsibility and accountability for all the content stored on, downloaded to, or distributed from their Services with legal rights.

## Content License

The customer retains copyright and all other rights they already hold in content which is stored on, or distributed through Services provided by Ultra.cc. By storing or distributing content through Services, you give Ultra.cc a perpetual, irrevocable, worldwide and royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, and publicly perform, publicly display and distribute said content using services. The customer agrees that this license includes a right for Ultra.cc to make such content available to other companies, organizations or individuals with whom Ultra.cc has relationships for the provision of syndicated services, and to use such content in connection with the provision of those services. You understand that Ultra.cc, in performing the required technical steps to provide the Services to our users, may: a) transmit or distribute your content over various public networks and in various media b) make such changes to your content as are necessary to conform and adapt that content to the technical requirements of connecting networks, devices, services or media You agree that this license shall permit Ultra.cc to take these actions. You confirm and warrant to Ultra.cc that you have all the rights, power and authority necessary to grant the above license. Ultra.cc

## Limitation of Liability

Ultra.cc is not liable for protection or privacy of any content transmitted through the Internet or any other network provider, or services the customer may use.

## Indemnity

Customer agrees to defend, indemnify and hold Ultra.cc harmless from and against any and all claims, obligations, losses, liabilities and expenses (including reasonable attorneys' fees and costs) incurred by Ultra.cc arising from or due to claims made by third parties (including customers of the customer) for their actions.

## Force Majeure

Ultra.cc shall not be liable to customer for any failure of performance under these Terms due to any cause or causes including, but not limited to strikes, riots, vandalism, fires, inclement weather, third-party provider outages, cable cuts, power crisis shortages, acts of terrorism, and or uncontrollable acts of God, or other similar occurrences; any law, order, regulation, direction, action or request of the Indian government or of any other government (including provincial and local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority; national emergencies, insurrections, riots, wars; or strikes, lockouts, or work stoppages or other labor difficulties; failures, shortages, breaches or delays.

## Nondisclosure

Ultra.cc and the customer shall use their best efforts to keep the provisions (including price) of all agreements from the public, competitors, or others who may gain benefit from such knowledge unless required by law to divulge such information to regulatory authorities or unless required in connection with enforcing that party's rights hereunder.

## Relationship of the Parties

The parties intend that an independent contractor relationship will be created by these Terms, and that no additional partnership, joint venture or employee/employer relationship is intended – unless otherwise specific in a separate agreement.

## Waiver

Any party's failure to insist on compliance or enforcement of any provision of these Terms shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of these Terms.

## Attorneys' Fees

If a legal proceeding is commenced to enforce or obtain a declaration of rights under this Terms, the prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party, as well as any reasonable attorneys' fees and costs that the prevailing party incurred prior to commencing the proceeding.

## Questions

Questions about the Terms Of Service? [Contact us.](#)

# DISCLAIMER OF WARRANTIES

***SERVICES PROVIDED BY ULTRA.CC ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. ULTRA.CC SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ULTRA.CC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, EVEN IF ULTRA.CC HAS BEEN ADVISED BY THE CUSTOMER OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. IF ULTRA.CC SERVICE TO THE CUSTOMER IS DISRUPTED OR MALFUNCTIONS FOR ANY REASON, ULTRA.CC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE DURING THE PERIOD OF DISRUPTION OF MALFUNCTION.***

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