



# TheUltimateNet

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## Terms of Service

**Effective Date:** 13/04/2025

**Business Name:** TheUltimateNet (Operated by The InfiniteGamingGroup)

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### 1. Introduction

Welcome to TheUltimateNet! These Terms of Service ("Terms") govern your use of our broadband, VOIP, web hosting, game hosting, leased line, and domain registration services. By signing up for or using our services, you agree to comply with these Terms.

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### 2. Eligibility & Accounts

To access our services, users must create an account.

To use our services, you must:

- Be at least 18 years old
- Provide accurate and complete registration details
- Maintain the security of your account credentials

Accounts found to be used fraudulently may be suspended or terminated without notice.

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### 3. Service Coverage

We provide services to both individual consumers and businesses within the United Kingdom. Our offerings include:

- **Broadband Internet Access** – Residential and business broadband, subject to a 97% uptime target excluding maintenance.
- **VOIP Services** – Hosted voice services and SIP trunking for personal and business communication.
- **Web Hosting** – Shared and dedicated hosting, including email and databases.

- **Game Hosting** – Customisable game servers on supported platforms.
  - **Leased Lines** – Dedicated high-speed internet connectivity for business use.
  - **Domain Services** – Registration, renewal, and DNS management of domains.
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#### 4. Customer Responsibilities

You agree to:

- Ensure your equipment meets the minimum requirements for our services
  - Keep your contact and billing information up-to-date
  - Use our services in compliance with applicable laws and our Acceptable Use Policy
  - Back up any important data hosted with us
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#### 5. Billing & Payments

Services are billed monthly or annually in advance.

- Non-payment beyond 7 days of due date may result in service suspension.
- Reconnection fees may apply.

Payment methods accepted include Direct Debit, Credit Card, Bank Transfer and PayPal.

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#### 6. Service Level Agreement (SLA)

- **Broadband:** We aim for 97% uptime, excluding scheduled maintenance and events beyond our control.
- **Hosting/VOIP:** We target 99% uptime for hosting and VOIP services, with best-effort support response within 24 hours.
- **Leased Lines:** Custom SLAs may apply depending on your contract terms.

We'll notify users in advance of any scheduled maintenance that might affect service availability.

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#### 7. Acceptable Use

You agree not to use our services for any unlawful purposes, including but not limited to:

- Host, distribute or access illegal content
- Send unsolicited communications (spam)
- Launch or participate in network attacks
- Infringe copyright or intellectual property

We reserve the right to monitor systems and networks for evidence of abuse and illegal activity, and to report such activity to authorities.

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## **8. Privacy & Data Use**

We collect only the data necessary for account management, billing, and service delivery. Access to customer files is restricted and only used to investigate suspected illegal activity, as required by UK legislation.

Your personal data is handled in accordance with our [Privacy Policy] and the UK GDPR.

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## **9. Account Suspension & Termination**

We may suspend or terminate your services if:

- Payment is overdue
- You violate these Terms or any applicable laws
- We are required to do so by legal order

You may cancel your services with 30 days' notice. No refunds are provided for partial months unless stated in a separate agreement.

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## **10. Limitation of Liability**

To the maximum extent permitted by law, TheUltimateNet shall not be liable for indirect, incidental, special, or consequential damages arising out of or relating to your use of our services.

We are not liable for:

- Data loss or corruption
- Business interruption or loss of income

- Any indirect or consequential losses

Our total liability is limited to the amount paid by you in the preceding 3 months.

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## 11. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising from or in connection with them, are governed by the laws of England and Wales.

By using our services, you agree that:

- Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.
- We aim to resolve all disputes in a fair and reasonable manner, and we encourage you to contact us first to try and reach an informal resolution.

If a part of these Terms is found to be invalid or unenforceable, the rest of the Terms will remain in full effect.

These Terms do not affect your statutory rights under UK consumer law.

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## 12. Changes to Terms

We reserve the right to update these Terms. Continued use of our services after any changes indicates your acceptance of the new Terms. Users will be notified of significant changes.

Signed by:

*Benjamin Andrews*

Managing Director - The InfiniteGamingGroup.

Date: 13-04-2025 (DD/MM/YYYY)