

LRC Gaming UK

Terms of Service

Last Revision: 12/06/2009

1. General Terms

- 1.1. These Terms of Service authorise your use, access and membership to LRC Gaming UK. Throughout these Terms of Service, the terms “we”, “us” or other first person pronouns are reference to LRC Gaming UK.
- 1.2. LRC Gaming UK provides game servers, web hosting, dedicated servers, collocation and various other internet based activities. Throughout this agreement, these services may be referred to as “our services”, “the services” or similar by syntax.
- 1.3. We have the right to revise, amend and/or modify this policy and all our other policies and agreements at any time without notification.
- 1.4. If you do not agree to be bound by these Terms of Service, you are forbidden to use our site and any services provided by us. You must exit the LRC Gaming UK site immediately.
- 1.5. By agreeing to these Terms of Service, you consent to resolve any dispute that you have with us in a court of our choosing.

2. Membership

- 2.1. The user or any person entering this agreement on behalf of a user, warrants they are 13 years of age or older. Those under the age of 18, warrant they have permission of a parent or legal guardian to access and use our services. LRC Gaming UK cannot be held liable for any misrepresentations of a user’s age. Users under 13 years of age must terminate their use of our services immediately.
- 2.2. Account User ID’s and passwords are non transferrable and may not be sold to a third party. If a user obtains access through the use of fraud, we may terminate membership immediately and take all necessary and appropriate actions under applicable national and international laws.
- 2.3. To lease services provided by LRC Gaming UK, or to access non-public areas and resources that we offer, you will be asked to provide certain registration details and other relevant information. It is your responsibility to ensure that the information provided is correct, up to date and complete. If the information provided is found to be incorrect, outdated or incomplete, we reserve the right to suspend and/or terminate your access to our services at anytime with no refund due.
- 2.4. It is your responsibility to maintain and promptly update registration data, to ensure it is correct, current and complete. This data can be altered within the online client portal, and includes, but is not limited to, your address, contact numbers and billing information.

3. Account Security

- 3.1. You warrant that you will not disclose to any other person your unique username and password, and you will not provide access to our services to anyone who is not specifically authorized to use them.
- 3.2. You are responsible for the confidentiality of your username and password, and are fully responsible for all activities that occur under your user id. We will never release your password for security reasons.
- 3.3. You agree to immediately notify us of any unauthorised use of your username and password or any other security breach.
- 3.4. LRC Gaming UK will never request your password to any of our services via e-mail. If you receive an e-mail requesting any password to our services, please contact us immediately. Any information you can provide about the sender is useful.
- 3.5. LRC Gaming UK provides a highly secure, 128 Bit environment throughout the entire checkout procedure, and data sensitive areas within our client portal. This area includes your Personal Information, Support Tickets and Billing Information. If you have any questions about the security of our portal, please contact us.

4. Billing & Refund Policy

- 4.1. Any transactions that occur with respect to LRC Gaming UK are non refundable. Any Credit Card Chargeback's, Dishonoured Cheques and any other related fee's that we incur with respect to your account are your responsibility.
- 4.2. LRC Gaming UK reserves the right to send overdue accounts to a debt collection agency. All charges involved in the collection of overdue accounts will be payable by the client.
- 4.3. Any amounts paid into a users account as "credit" are non-refundable and can only be used on LRC Gaming UK services. This includes, but is not limited to Recurring Payments, Pre-Deposited Funds and Overpayments.
- 4.4. In the event that a service provided by LRC Gaming UK is faulty. It is our user's responsibility to inform our Technical team. Our Technical Team will attempt to repair the issue with a high priority status. Once repaired, our user will then be credited for the downtime accordingly. Should a fault discovered be deemed non repairable, a full refund will be issued via the original billing source.
- 4.5. Dedicated Server customers have the right to cancel their service and receive a full refund within 7 days.

- 4.6. If opting to pay via PayPal an automated PayPal Subscription may be created. You will receive e-mails regarding the subscription details from PayPal directly. It is your responsibility to manage this subscription at all times.
- 4.7. LRC Gaming UK cannot and will not refund any PayPal Subscription payments, even after a cancellation request has been received. In the event a subscription payment is processed and no services are active, the payment will automatically be added as account credit, and therefore clause 4.3 applies.
- 4.8. In the event a client pays an invoice manually, and then a recurring PayPal subscription payment is processed, the amount will be credited to the account, and therefore clause 4.3 applies.
- 4.9. All refunds are at the sole discretion of LRC Gaming UK.

5. Game Servers

- 5.1. "Game Server" refers to a single game process running on a dedicated machine. Server side programs requiring a second process are only allowed at the sole discretion of LRC Gaming UK. Users found running more than one process without prior permission will be subject to account termination. LRC Gaming UK does not allow the use of any Bots on our services.
- 5.2. All servers must display a hostname in the form of "Server Name| LRC-Gaming.co.uk" unless the de-branding option has been selected. If so, our user has the right to remove LRC-Gaming.co.uk from the hostname.
- 5.3. LRC Gaming UK enforces a maximum "max rate" setting of "25000". You may not alter this setting above 25000 at any time.
- 5.4. The "Slots" of a game server specify the maximum amount of players allowed in the server at any one time. You may not alter this setting at any time. Users attempting to increase this setting are breaching these Terms of Service and are subject to account suspension and billing for the appropriate slots.
- 5.5. "Private" or "Public" status of game servers determines the status of the server. Private Servers should be password protected at all times. Players wishing to connect to these servers require a password as set by the server owner. Public game servers do not require a password, and therefore any player can connect and play on the service. Public servers can be password protected if required. Clients attempting to make there "Private" Server "Public" will be suspended appropriately.
- 5.6. You agree that LRC Gaming UK reserve the right to temporarily suspend your server to perform planned maintenance to our network or service equipment. We agree that we will notify all clients within 48 hours of maintenance to our game server network.

6. Dedicated Servers

- 6.1. LRC Gaming UK does not guarantee the setup and provision of a service by a certain date unless otherwise stated during the order process.
- 6.2. The service LRC Gaming UK provides with reference to Dedicated Servers is unmanaged, although we will attempt to provide support for any 3rd party software and programs, we cannot guarantee any level of support with reference to this software.
- 6.3. It is our user's responsibility to ensure the software used on their dedicated machine is up to date and secure. LRC Gaming UK cannot be held responsible for service downtime due to the software running on the machine.
- 6.4. Services interrupted for non-payment may be subject to a £75 re-activation fee. Data stored on a client's server(s) will not be available until reconnection is established or alternative arrangements are made to the sole satisfaction of LRC Networks. Customers de-activated for non-payment or chargeback's are subject to their data being destroyed seven (7) days from the suspension/chargeback date.
- 6.5. LRC Gaming UK reserves the right to suspend a user's service to perform planned maintenance to our network or service equipment. You should be notified a minimum of 5 days prior to any planned maintenance taking place.
- 6.6. Customers are to be made aware that an operating re-installation will carry a flat fee of £50.
- 6.7. LRC Gaming UK will only provide support to direct customers. We reserve the right to refuse support to any third party customers.
- 6.8. LRC Gaming UK requires a seven (7) day notice of cancellation prior to the billing renewal date via our support ticket system. All data will be destroyed immediately after the cancellation date.

7. Colocation Services

- 7.1. Our user accepts full responsibility for delivery and collection of Colocation equipment to the data centre. It is our user's responsibility to ensure that the equipment reaches us in working condition. LRC Gaming UK cannot accept any liability for damage of equipment during transit to and from the centre.
- 7.2. When a service is terminated, LRC Gaming UK will hold the equipment for a maximum of 7 days. However, we recommend the equipment is collected as soon as possible. If the equipment is stored beyond 7 days, we will charge a £45 flat rate fee per week.

- 7.3. LRC Gaming UK will not allow physical access to collocated servers stored in shared racks, which are used by more than one LRC Gaming UK customer. In order to gain physical access to a user's server, they must request usage of an isolated room. This room is charged at £35 per hour. In the event of this, our staff will disconnect your server from our racks, and place your machine in this isolated room.
- 7.4. Whilst your Colocation service remains active with LRC Gaming UK, your server is insured against accidental damage, including fire and theft. This insurance does not cover loss of data, and/or software on the server.
- 7.5. Colocation equipment will be held until all debts are paid. If Colocation debts are not paid within 10 working days of an invoice becoming overdue, LRC Gaming UK reserves the right to hold/sell the equipment in order to regain capital. Clause 4.2 Applies.

8. Account Cancellation/Termination

- 8.1. You reserve the right to cancel your membership at any time by opening a support ticket from within the LRC Gaming UK Client Portal. You agree to provide a reason for cancelling the service, and agree to cover any outstanding fees currently owed by the service.
(Dedicated Server Customers, Please See Term 6.8)
- 8.2. In the event a cancellation request from the account owner is received, no refund will be granted. No credit can be converted to cash or any other form of reimbursement.
- 8.3. You hereby agree to be personally liable for any and all charges that should incur during the cancellation/termination of your service.
- 8.4. We may immediately temporarily suspend, indefinitely suspend or immediately terminate your access and use of our services, with or without prior notice, should:
 - We find you to be breaching/have breached these Terms of Service
 - We are unable to verify your identity through the information you have given us.
 - We believe your actions may cause legal liability for you, our users or ourselves.
 - We believe you have breached the Terms and Conditions set by the Game Publishers.