

TERMS OF SERVICE FOR GIGALINKED

We last updated these terms on January 25, 2025

1. Overview and Definitions

1.1 Purpose and Scope

1.1.1 These Terms of Service govern the use of the GigaLinked website (gigalinked.com) and all associated services, applications, and products “Services” provided by GigaLinked.

1.1.2 By accessing or using any of our Services, you agree to be bound by these Terms, our **Privacy Policy**, **Acceptable Use Policy (AUP)**, and any other legal documents explicitly referenced herein.

1.2 Information

1.2.1 GigaLinked is stationed in Northern Ireland.

1.2.2 For questions, issues, or clarifications, you may contact us via:

- **E-mail:** support@gigalinked.com
- **Phone:** +44 (73598 30634)

1.2.3 Data Protection Officer (DPO)

- **Name:** Kerem Aydin
- **Phone:** +44 (73598 30634)
- **Email:** kaydin@gigalinked.com

1.3 Key Definitions

1.3.1 “User” / “Customer” / “You”: Any individual or entity creating an account, using, or purchasing Services.

1.3.2 “Application” or “Website”: The online platform or software through which GigaLinked delivers its Services.

1.3.3 “Service(s)”: All game server hosting, dedicated nodes, web-hosting services, or other related products offered by GigaLinked.

1.3.4 “Agreement”: Collectively these Terms, any referenced policies (AUP, Privacy Policy, etc.), additional addendums, and any separate contract you have with GigaLinked.

1.4 Applicability of Clauses

1.4.1 Certain clauses may apply specifically to **Consumers** (individuals purchasing for personal use) or **Business Users** (entities purchasing for professional or commercial use). Where distinctions are made, the text will be explicit.

1.4.2 In the absence of any such mention, all clauses apply to all Users equally.

1.5 Changes to These Terms

1.5.1 We may update or revise these Terms at our discretion. If significant changes occur, we will notify you at least **14 days** in advance via email or website announcement.

1.5.2 Continued use of our Services after such notifications constitutes acceptance of the updated Terms.

2. Account Creation and Security

2.1 User Requirements

2.1.1 Age Requirement: You must be at least 15 years old to use our Services.

2.1.2 Accurate Information: You must provide truthful, complete, and up-to-date information. Accounts with false details may be suspended or terminated without notice.

2.2 Registration Process

2.2.1 Creation of an account requires submitting certain required information (such as name, email, billing details). Failure to provide correct information may lead to unavailability or disruption of the Service.

2.3 Account Credentials

2.3.1 You are fully responsible for safeguarding login credentials. This includes choosing strong passwords and not sharing them with unauthorized persons.

2.3.2 If you suspect your account has been compromised, you must immediately inform GigaLinked at support@gigalinked.com.

2.4 Account Termination by User

2.4.1 You may terminate your account at any time by contacting us and requesting a termination.

2.5 Account Suspension or Deletion by GigaLinked

2.5.1 We reserve the right to suspend or delete accounts, without notice, if we deem the account inappropriate, offensive, or in violation of these Terms.

2.5.2 Suspension or deletion of an account does not entitle you to any form of compensation, unless otherwise stated in our Refund Policy.

2.5.3 The suspension or deletion of an account does not exempt you from paying outstanding fees.

3. Our Services

3.1 Scope of Services

3.1.1 GigaLinked provides Game Server Hosting, Dedicated Nodes, Web-Hosting Services, and other related solutions. Additional functionalities (like control panels, server management tools, etc.) may be included or offered as add-ons.

3.2 Performance and Limitations

3.2.1 We strive to maintain a high uptime. However, no service can be guaranteed 100% uninterrupted, especially in the event of maintenance, hardware failures, DDoS attacks, or force majeure circumstances.

3.3 Proprietary Rights

3.3.1 Unless explicitly stated, all materials, content, logos, and software used within our Services remain the property of GigaLinked or its licensors.

3.3.2 Users may not reverse-engineer, decompile, reproduce, or distribute any protected materials without express permission.

3.4 Dedicated Node Solutions

3.4.1 A Dedicated Node is a self-managed, contained VPS provided exclusively for the User's use. It comes pre-configured with Pterodactyl, a game server management panel, designed to deliver an intuitive and user-friendly experience for managing game servers, websites, and other supported applications. Each Dedicated Node includes a custom Pterodactyl theme and a selection of open-source add-ons to further enhance functionality and usability.

3.4.2 Users may provide their own domain during the order process. GigaLinked will assist with linking the domain to the node and provide a free SSL certificate to ensure secure access. If a domain is not provided, GigaLinked will issue a complimentary subdomain under "GLNodes.com," structured as `NODE-SIZE-ID.GLNodes.com`, where `NODE-SIZE-ID` represents the client's node specifications and unique identification.

3.4.3 Dedicated Nodes include one public IPv4 address as part of the service. The IPv4 address is billed at a fixed rate, as detailed in the order form, and is not eligible for discounts or adjustments. Users may also request additional IPv4 addresses, which will incur supplementary charges and a setup fee.

3.4.4 Charges for IPv4 addresses are non-refundable. In cases where a Dedicated Node qualifies for a refund, the refund will only cover the cost of the node itself. Fees associated with IPv4 addresses, including additional IPs and setup charges, are excluded from refunds.

3.4.5 Dedicated Nodes are designed with a **self-managed protocol** that ensures clients have access to all necessary tools and features for creating and managing web servers, game servers, and other supported applications through the provided web interface panel. This design eliminates the need for SSH access, as the Pterodactyl interface includes all functionality required for effective server management.

- **3.4.5a** While SSH access is not provided, clients can use FTP and SFTP protocols for secure file transfer and management of their individual servers running on the node. This ensures full file transfer capabilities without compromising the security or structure of the node.
- **3.4.5b** Providing SSH access does not enhance the functionality of the Dedicated Node's web-based panel but introduces potential security vulnerabilities and risks to the structural integrity of the node.
- **3.4.5c** By adhering to the **self-managed protocol**, GigaLinked ensures a streamlined, secure, and user-friendly experience for all clients.

3.4.6 In certain situations, SSH access may be granted upon request. However, this requires the client or their designated administrator to complete a competency evaluation to demonstrate their knowledge of Linux environments and server management. Once SSH access is granted, GigaLinked will no longer provide technical support for software configurations or custom setups beyond network or hardware-related issues.

3.4.7 GigaLinked provides support for Dedicated Nodes in the areas of software issues, network problems, and hardware-related concerns. Additionally, GigaLinked offers guidance and tutorials on using the features and functions of the Pterodactyl web interface upon request. Please note that support does not extend to managing or troubleshooting individual game servers hosted within the panel, as these responsibilities are considered developer-level tasks.

4. Acceptable Use Policy (AUP)

4.1 Prohibited Use

4.1.1 You agree not to host or facilitate:

- Illegal content (pirated software, child sexual abuse imagery, etc.)
- Malicious software or hacking tools
- Content violating intellectual property rights without authorization
- Hate speech, harassment, or other offensive material
- Any content or activity that violates applicable law or third-party rights

4.2 Malicious Activity

4.2.1 Examples: DDoS attacks, spamming, phishing, or excessive resource usage that negatively affects other users.

4.2.2 If a client uses our servers to run a DDoS (even on themselves), we will immediately terminate the service & user, with zero refund.

4.3 Consequences of Violations

4.3.1 Violations may result in immediate service suspension or termination without prior notice.

4.3.2 GigaLinked reserves the right to report any suspicious or illegal activities to law enforcement.

4.4 Resource Limits

4.4.1 Users must operate within allocated resource limits (CPU, memory, bandwidth). Excessive resource usage may lead to mandatory plan upgrades or service suspension.

5. Pricing, Orders, and Billing

5.1 Pricing

5.1.1 All prices are displayed on our website or client portal and may be listed with VAT.

5.1.2 Prices are subject to change. Usually, prices are adjusted to seasonal changes.

5.2 Order Submission

5.2.1 Placing an order constitutes an offer to purchase the selected service(s). GigaLinked may accept or refuse orders at its discretion.

5.2.2 Upon submitting an order, there can occur occasions to pay any associated fees, including applicable taxes depending on the country/region the consumer is buying from.

5.3 Payment Methods

5.3.1 We accept payment methods, such as credit cards, PayPal, or bank transfer.

5.3.2 Some payment methods might incur additional fees or require specific conditions (e.g., verifying identity to prevent fraud).

5.4 Payment Failure

5.4.1 If a payment is refused or fails, GigaLinked is under no obligation to provision or continue providing any services.

5.4.2 Any additional fees from failed or refused payments are the responsibility of the User.

5.5 Renewals and Recurring Payments

5.5.1 Many of our services renew automatically at the end of each billing cycle. You must cancel prior to the renewal date to avoid being charged.

5.5.2 It is your responsibility to manage auto-renew settings in your client area.

6. Refund Policy

6.1.1 We offer a courtesy refund within 48 hours of the first payment for certain eligible services if you find the service unsatisfactory, provided you have not explicitly waived your right to cancel as described below in Section 6.3.

6.1.2 Non-refundable items include (but are not limited to):

- Setup fees or licensing fees
- Add-on features or discount packages
- Dedicated IPs

6.2 Refund Process

6.2.1 To request a refund within the applicable timeframe, you must open a billing ticket via your client area. We may, at our discretion, provide store credit rather than a direct refund.

6.2.2 Initiating a PayPal dispute or credit card chargeback before contacting us voids any refund eligibility and may result in immediate service termination.

6.3 [Right to Cancel for UK Consumers](#)

6.3.1 Under the UK Consumer Contracts Regulations 2013, if you qualify as a consumer (buying for personal use rather than business use), you generally have a statutory right to cancel digital service contracts within 14 days of the contract date, unless:

- You have explicitly requested that the service begin immediately; and
- You have acknowledged that starting the service before the 14-day period ends means you lose your statutory right to cancel.

6.3.2 To exercise this right (if you have not waived it), you must contact us within 14 days of your initial purchase. We will process the refund (if eligible) within 14 days of receiving your notice, using the same payment method you originally provided.

6.4 Waiver of Right to Cancel

6.4.1 Immediate Service Commencement: If you tick the box during checkout indicating that (a) you want the service to start immediately, and (b) you understand you lose your statutory right to cancel once service begins, then you will not be entitled to any statutory refund once the service is initiated.

6.4.2 48-Hour Courtesy Refund Period (Internal Policy): Even if you waive the statutory cooling-off right, we may still offer you a courtesy refund within 48 hours from the first payment for eligible services, but only if you have not significantly used or consumed the service. This courtesy is at our sole discretion and subject to the conditions in Section 6.1.

7. Delivery and Performance of Services

7.1 Service Activation

7.1.1 Hosting services are generally activated immediately upon successful payment but can take up to 48 hours under certain circumstances (e.g., manual review by our engineering team, server provisioning).

7.1.2 Clarify if any set-up fees or manual configuration steps might delay the activation further.

7.2 Service Duration

7.2.1 Services remain active for the duration specified (monthly, quarterly, annually, etc.). You must keep payments current to avoid suspension or cancellation.

7.3 Trials Periods

7.3.1 Trial Periods: If a free or discounted service is offered, the user must actively opt to continue or cancel at the end of that billing cycle.

8. Data and Backups

9.1 User Responsibility

9.1.1 You are solely responsible for maintaining off-site backups of data stored on our servers.

9.1.2 We make reasonable efforts to protect data but do not guarantee prevention of data loss due to hacking, hardware failure, or user error.

9.2 Backup Services

9.2.1 Optional backup capacity can be purchased. Such backups are provided “as is,” and we disclaim any liability if backups are incomplete or fail.

9.2.2 Exceeding your storage allocation for backups may lead to additional charges or suspended backup services.

9.3 GDPR and Data Protection

9.3.1 We comply with the [UK Data Protection Act 2018](#) and [UK GDPR](#) where applicable.

9.3.2 If you process personal data of third parties on our servers, you must ensure full

compliance with applicable data protection laws. Failure to do so may lead to immediate suspension or termination of the relevant services, and you may be held liable for any damages or legal claims arising from your non-compliance.

9. Violations and Termination

10.1 Grounds for Termination

10.1.1 Non-payment of due invoices.

10.1.2 Engaging in malicious or illegal activities, including attempts to DDoS, spam, or compromise systems (even if “testing” on your own server).

10.1.3 Violating any clause in these Terms or the AUP.

10.2 Termination Consequences

10.2.1 No Refund: If we terminate your service due to your violation or misconduct, you forfeit any claim to a refund.

10.2.2 Data Deletion: All data on our servers may be deleted immediately upon termination, with no obligation for data retrieval.

10.3 Additional Legal Remedies

10.3.1 If your activities cause harm or pose a demonstrable risk to GigaLinked, its users, or its infrastructure (for example, via malicious attacks, legal liabilities, or reputational damage), we reserve the right to seek damages, file legal claims, and involve law enforcement.

10.3.2 In addition, you may be held financially responsible for direct, indirect, or consequential damages arising from your actions, including but not limited to the costs of investigation, remediation, and any third-party claims resulting from your conduct.

10. Intellectual Property and User-Uploaded Content

11.1 Content on Our Application

11.1.1 Unless otherwise stated, all text, images, graphics, software, trademarks, or logos belong to GigaLinked or its licensors.

11.1.2 Users may view or download content only for personal, non-commercial use. Any unauthorized reproduction is strictly prohibited.

11.2 User-Provided Content

11.2.1 Users uploading or creating content on our servers represent and warrant that they are legally allowed to do so, without infringing third-party rights.

11.2.2 By uploading content, you grant GigaLinked a non-exclusive, royalty-free license to process, store, and display such content as required for service operation.

11.3 Content Removal

11.3.1 We reserve the right to remove content deemed illegal, harmful, or otherwise violating these Terms or third-party rights.

11.3.2 Users remain fully liable for any legal claims arising from the content they upload.

11. Liability and Indemnification

12.1 Disclaimer of Warranties

12.1.1 Our Services are provided on an “as is” and “as available” basis. We do not guarantee the Services will be error-free, secure, or meet your specific needs.

12.1.2 Any advice or information obtained from GigaLinked, whether oral or written, does not create any warranty not expressly stated in these Terms.

12.2 Limitation of Liability

12.2.1 To the fullest extent permitted by law, GigaLinked is not liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or data.

12.2.2 Our total liability under any claim shall not exceed the amount paid by you to us in the preceding 12 months for the affected Service.

12.3 Indemnification

12.3.1 You agree to indemnify and hold GigaLinked harmless from any claims, damages, liabilities, or legal fees resulting from:

- Your breach of these Terms or policies
- Violation of any law or third-party rights
- Content uploaded or shared by you
- Misuse of our Services by you or anyone using your account

12. Service Interruptions and Force Majeure

13.1 Planned Maintenance

13.1.1 We may schedule downtime for system updates or maintenance, generally notifying users at least 24 hours in advance when feasible.

13.1.2 During such planned intervals, Services may be partially or fully unavailable.

13.2 Unforeseen Interruptions

13.2.1 Situations outside our control (natural disasters, labor strikes, infrastructure failure, etc.) may cause service interruptions. We disclaim liability for losses incurred from these events.

13.3 Right to Suspend/Terminate

13.3.1 We can suspend or shut down Services if necessary to protect system security or to comply with legal orders, without liability for any associated data loss.

13. Governing Law, Jurisdiction, and Dispute Resolution

14.1 Governing Law

14.1.1 These Terms are governed by the laws of England and Wales. Consumers in other jurisdictions (including EU member states) may have additional statutory rights under their local laws, but the primary governing law remains that of England and Wales.

14.2 Jurisdiction

14.2.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

14.3 Amicable Resolution

14.3.1 Before initiating any legal action, users are encouraged to contact us at support@gigalinked.com to seek an informal resolution. We will make every effort to address concerns promptly and in good faith.

14. Miscellaneous Provisions

15.1 Assignment

15.1.1 We may assign or transfer our rights or obligations under these Terms to a third party in connection with a merger, acquisition, or sale of assets. You may not assign or transfer your obligations without written consent.

15.2 No Waiver

15.2.1 Failure by GigaLinked to exercise any right or provision does not constitute a waiver. Any waiver must be explicitly stated in writing.

15.3 Severability

15.3.1 If any section of these Terms is deemed invalid or unenforceable by a court, the remaining sections remain in full effect.

15.4 Entire Agreement

15.4.1 These Terms, along with all referenced policies and documents, constitute the entire agreement between you and GigaLinked, superseding any prior agreements.

15.5 Survival

15.5.1 Provisions relating to confidentiality, liability, intellectual property, and indemnification survive the termination of your account or this Agreement.

15.6 Contacts and Notices

15.6.1 Official notices to GigaLinked must be sent to support@gigalinked.com.

15. Additional Considerations

16.1 DDoS or Malicious Activities

16.1.1 If a user initiates a DDoS attack, even on their own service for “testing,” GigaLinked will:

- Immediately suspend or terminate the service.
- Provide no refund.
- Potentially report the activity to authorities.

16.2 Support Policy

16.2.1 Basic support is included with hosting services, but advanced support (e.g., custom server configurations) may require additional fees.

16.2.2 Support requests should be submitted via our [client area](#). Real-time support via chat or phone is not guaranteed unless stated otherwise.

16.3 High-Risk Use

16.3.1 Our Services are not designed for high-risk activities (e.g., life support, critical infrastructure). Any usage in such environments is at your own risk, and we disclaim liability for damages arising from such use.

16. Final Acceptance

By creating an account, placing an order, or continuing to use any GigaLinked Service, you (the “User”) confirm that you have read, understood, and agreed to be bound by these Terms in their entirety. If you do not agree, you must cease using our Services immediately.