

CHAPTER22 HOSTING

TERMS OF SERVICE

Effective Date: August 20, 2026

Version: 1.0

These Terms of Service ("Terms," "Agreement," or "TOS") constitute a legally binding agreement between **Chapter22Hosting LLC**, a California limited liability company doing business as **Chapter22 Hosting** ("Chapter22," "Chapter22 Hosting," "Company," "we," "us," or "our"), and the individual or entity accessing, purchasing, or using our services ("Customer," "you," or "your").

By creating an account, placing an order, expressly accepting these Terms during checkout, renewing a Service, or otherwise using the Services, you agree to be bound by these Terms, our **Acceptable Use Policy**, **Privacy Policy**, **Refund Policy**, and any additional terms specifically disclosed for the product or promotion you purchase.

If you do not agree to these Terms, you may not purchase or use the Services.

1. DEFINITIONS

For purposes of this Agreement:

"Account" means the customer account created through Chapter22 Hosting's website, billing platform, control panel, or other authorized system.

"Billing Period" means the recurring period selected during checkout, such as monthly, quarterly, semiannual, annual, or another stated term.

"Customer Content" means files, databases, software, configurations, game files, modifications, plugins, scripts, websites, communications, data, or other material stored, processed, transmitted, or made available through a Customer's Service.

"Service" or "Services" means any game server, virtual server, dedicated server, hosting service, storage service, backup service, network service, software license, control panel, add-on, or related service provided by Chapter22 Hosting.

"Third-Party Software" means any game, modification, plugin, operating system component, control panel, application, script, API, or other software that is developed or controlled by an entity other than Chapter22 Hosting.

"Service Credit" means a credit placed on a Customer's Chapter22 account for future eligible charges. Unless required by law, a Service Credit does not constitute cash and is not redeemable for cash.

2. ELIGIBILITY

You must be at least **18 years old** and legally capable of entering into a binding contract to create an Account or purchase Services from Chapter22 Hosting.

By using the Services, you represent and warrant that:

1. You are at least 18 years of age;
2. The information supplied to Chapter22 is accurate and complete;
3. You have authority to enter into this Agreement;
4. If purchasing on behalf of a company or other organization, you are authorized to bind that organization to this Agreement; and
5. Your use of the Services will comply with applicable law and these Terms.

Individuals under 18 may not independently create a Chapter22 account or purchase Services.

3. ACCOUNTS

Customers are responsible for maintaining accurate Account information, including a valid email address and current billing information.

You are responsible for all activity performed through your Account unless caused directly by Chapter22 Hosting.

You must protect your:

- Passwords;
- Authentication credentials;
- API credentials;
- SSH keys;
- Control-panel access;

- Recovery codes; and
- Other security credentials.

Customers must notify Chapter22 promptly if they reasonably believe an Account or Service has been compromised.

Chapter22 may require identity, payment, fraud-prevention, or account-ownership verification before provisioning, modifying, restoring, transferring, or releasing control of a Service.

Chapter22 may refuse an order when reasonably necessary to address suspected fraud, payment risk, sanctions compliance, abuse, security threats, or violations of these Terms.

4. ACCOUNT OWNERSHIP

The person or entity identified as the Account holder in Chapter22's billing system will generally be treated as the owner of the Account.

Payment of an invoice by another individual does not automatically transfer Account ownership.

In an Account ownership dispute, Chapter22 may request documentation reasonably necessary to establish ownership.

Chapter22 is not obligated to adjudicate private disputes involving ownership of companies, communities, game servers, clans, domains, intellectual property, or other Customer Content.

Chapter22 may temporarily restrict Account modifications while a legitimate ownership dispute is investigated.

5. ORDERS AND SERVICE PROVISIONING

Services are subject to availability.

Submitting payment does not guarantee acceptance of an order.

Chapter22 may review an order for fraud, abuse, technical feasibility, inventory availability, or payment verification before provisioning.

Estimated deployment or activation times are estimates and are not guaranteed unless Chapter22 expressly agrees otherwise in writing.

Certain Services may require manual provisioning, additional verification, third-party licensing, or custom configuration.

Customers are responsible for reviewing the specifications, billing cycle, location, resource limits, software, and pricing shown during checkout before completing an order.

6. RECURRING BILLING AND AUTOMATIC RENEWAL

Unless expressly identified as nonrecurring, Chapter22 Hosting Services automatically renew at the end of each Billing Period until canceled.

Before enrolling a Customer in recurring billing, Chapter22 will disclose applicable renewal terms and obtain affirmative consent as required by applicable law.

By enabling recurring billing, you authorize Chapter22 and its payment processors to charge the payment method associated with your Account for:

- Recurring Service charges;
- Applicable taxes;
- Authorized add-ons;
- Usage-based charges where applicable; and
- Other charges you expressly authorize.

The applicable renewal price and billing frequency will be presented during checkout or otherwise communicated to you.

Chapter22 will provide automatic-renewal reminders and other notices where required by applicable law.

Customers who purchase recurring Services online will be provided an online method of canceling recurring billing.

Cancellation will not be intentionally obstructed through unnecessary retention procedures.

7. CANCELLATION

Customers may cancel recurring Services through the Chapter22 customer Account or another cancellation method made available by Chapter22.

Unless otherwise stated:

Cancellation stops future renewal but does not immediately terminate an already-paid Service.

A canceled Service will normally remain active through the end of the current paid Billing Period.

At the conclusion of the Billing Period:

1. The Service may be terminated;
2. Access may cease;
3. Associated IP addresses or infrastructure may be reassigned; and
4. Customer Content may become eligible for deletion.

Except where required by law or expressly covered by Chapter22's refund guarantee, unused portions of a Billing Period are not prorated or refunded.

Customers are responsible for downloading any data they wish to retain before a Service terminates.

8. 48-HOUR REFUND GUARANTEE

Eligible standard Chapter22 Hosting Services include a **48-hour refund guarantee** unless different refund terms are clearly disclosed as part of a specific promotional offer or product at checkout.

The 48-hour period begins when the applicable Service is initially provisioned and made available to the Customer.

A qualifying Customer may request cancellation and refund of the eligible Service during this period.

The refund guarantee is intended to allow Customers to evaluate a newly purchased eligible Service and may not be used to repeatedly obtain temporary hosting without payment.

Chapter22 reserves the right to deny refund-guarantee abuse, including repeated purchases and cancellations made primarily to obtain free Service.

Refund exclusions

Unless Chapter22 expressly states otherwise, the 48-hour refund guarantee does **not** apply to:

- Dedicated servers;
- Custom-provisioned infrastructure;
- Custom configurations involving nonrecoverable costs;
- Domain registrations, renewals, or transfers;
- Third-party licenses;
- Software licenses;
- Control-panel licenses purchased specifically for a Customer;
- Paid third-party add-ons;
- Setup or professional-service work already performed;
- Additional IP addresses where Chapter22 incurs nonrecoverable costs;
- Services purchased using a promotion that expressly provides different refund terms;
- Accounts terminated for fraud, abuse, illegal activity, or material violation of these Terms;
- or
- Other products expressly marked nonrefundable before purchase.

Promotional offers may provide longer, shorter, or otherwise different refund terms provided those terms are clearly disclosed before purchase.

Nothing in this section limits refund or cancellation rights that cannot legally be waived.

9. REFUND PROCESSING

Approved refunds will ordinarily be returned to the original payment method where technically possible.

Processing times may vary depending on the payment processor, card issuer, bank, or financial institution.

Chapter22 does not control how long a customer's financial institution takes to post a completed refund.

Account credits may be offered where appropriate but will not replace a legally required monetary refund.

10. PAYMENT OBLIGATIONS

Customers are responsible for paying all valid charges associated with their Services.

Payment is due on the invoice due date.

Unless otherwise stated:

Day 0 — Payment Due

The invoice becomes due.

Day 1 — Past-Due Reminder

Chapter22 may issue a reminder that payment has not been received.

Day 3 — Suspension Eligible

If payment remains outstanding, the affected Service may be suspended.

Day 10 — Termination Eligible

If the balance remains unpaid, the affected Service may be terminated and its Customer Content may become eligible for permanent deletion.

Chapter22 may attempt additional payment retries or send additional notices but is not obligated to do so.

A failure to receive an email notification does not eliminate a Customer's responsibility to maintain payment for active Services.

11. SUSPENDED SERVICES

A suspended Service may become unavailable to the Customer and end users.

Suspension does not necessarily cancel the Service or eliminate amounts already owed.

Chapter22 is not responsible for losses caused by a suspension resulting from:

- Nonpayment;
- Fraud;
- Customer misconduct;
- Security compromise;
- Legal requirements;

- Abuse;
- Excessive prohibited resource use; or
- Violation of these Terms or the Acceptable Use Policy.

Payment of overdue amounts does not guarantee that deleted Customer Content can be recovered.

12. PRICING AND PRICE CHANGES

Chapter22 may change pricing from time to time.

A pricing change will not retroactively alter charges already paid.

For recurring standard Services, Chapter22 intends to provide **30 days' advance notice** before a standard price increase affects an existing Customer's renewal, except where a different period is required by applicable law.

Any legally required notice concerning recurring billing, promotional pricing, introductory pricing, trials, annual renewal, or changes in recurring charges will be provided in accordance with applicable law.

Customers may cancel future renewal before the new price becomes effective.

Chapter22 will not intentionally conceal renewal pricing through misleading introductory pricing.

13. TAXES

Prices may exclude sales tax, VAT, GST, use tax, or other taxes unless expressly stated otherwise.

Chapter22 may collect taxes where legally required.

Customers are responsible for taxes, duties, or governmental charges applicable to their purchase that Chapter22 is not legally required to collect.

14. CHARGEBACKS AND PAYMENT DISPUTES

Customers are encouraged to contact Chapter22 Hosting regarding billing problems before initiating a payment dispute or chargeback so that Chapter22 has an opportunity to investigate and resolve the issue.

A chargeback or payment reversal may result in suspension of the Service associated with the disputed transaction while the matter is investigated.

Chapter22 may provide transaction records, Account records, IP logs, acceptance records, invoices, support communications, and other relevant information to a payment processor or financial institution for purposes of responding to a payment dispute.

Chapter22 does not impose an arbitrary punitive chargeback fee under these Terms.

Nothing in this section waives a Customer's rights under applicable payment-card, banking, or consumer-protection law.

Fraudulent or intentionally abusive chargebacks may result in Account termination.

15. SERVICE LEVEL AGREEMENT

Chapter22 Hosting targets **99.9% monthly availability** for eligible paid hosting Services.

This Service Level Agreement ("SLA") applies unless a specific product contains a different written SLA.

15.1 Monthly Availability

Monthly availability is determined using the total number of minutes in the applicable billing month and qualifying Service downtime attributable to Chapter22-controlled infrastructure.

A brief performance reduction does not constitute downtime unless the affected Service is materially unavailable.

15.2 SLA Credits

If qualifying monthly availability falls below 99.9%, an eligible Customer may receive:

99.0% to less than 99.9% availability:

10% of the affected Service's monthly fee as a Service Credit.

95.0% to less than 99.0% availability:

25% of the affected Service's monthly fee as a Service Credit.

Less than 95.0% availability:

50% of the affected Service's monthly fee as a Service Credit.

Total SLA credits for a Service may never exceed **100% of the amount paid for the affected Service during the applicable monthly billing period.**

SLA credits are calculated against the affected Service only, not the Customer's entire Account.

15.3 Requesting an SLA Credit

Customers must request an SLA credit through an authorized Chapter22 support channel within **7 calendar days following the end of the affected billing period.**

Chapter22 may verify an SLA request using network monitoring, infrastructure monitoring, system logs, incident records, and other relevant information.

Approved SLA credits will normally be applied to the Customer's Account.

Unless required by law, SLA credits are not cash refunds.

15.4 SLA Exclusions

The 99.9% SLA does not include downtime caused by circumstances outside Chapter22's reasonable control, including:

- Scheduled maintenance;
- Emergency maintenance reasonably necessary to protect systems;
- Customer configuration errors;
- Customer-installed software;
- Unsupported modifications or plugins;
- Third-party software failures;
- Game publisher outages;
- Customer-caused resource exhaustion;
- Customer security compromises;
- Suspension under these Terms;
- Violations of the Acceptable Use Policy;
- DNS or services operated by third parties;
- Internet routing conditions outside Chapter22's network;
- Upstream-provider failures outside Chapter22's reasonable control;
- DDoS or other attacks that cannot reasonably be mitigated;

- Government action;
- Natural disasters;
- Widespread utility or telecommunications failure; or
- Other force-majeure events.

Chapter22's express SLA obligations are limited to those described in this section unless another written SLA expressly applies.

16. MAINTENANCE

Chapter22 may perform scheduled, emergency, preventive, and corrective maintenance.

Where reasonably practicable, Chapter22 will provide advance notice of planned maintenance expected to materially affect Services.

Emergency maintenance may occur without advance notice when reasonably necessary to:

- Protect network security;
- Prevent data loss;
- Address hardware failure;
- Correct a critical vulnerability;
- Maintain network stability; or
- Protect Chapter22, its Customers, or third parties.

Chapter22 will make reasonable efforts to minimize disruption.

17. BACKUPS

Chapter22 may provide automated backups with certain Services as a convenience.

Unless a separate written backup agreement expressly states otherwise:

Backups are not guaranteed.

Customers remain ultimately responsible for maintaining independent backups of all important Customer Content.

Backup frequency, retention, location, and availability may vary by product or infrastructure configuration.

Chapter22 does not warrant that:

- Every file will be backed up;
- Every backup will complete successfully;
- A backup will be free from corruption;
- Any particular restore point will exist;
- Backups will survive every infrastructure failure; or
- Deleted data can always be recovered.

Customers should maintain independent copies of irreplaceable data outside Chapter22's infrastructure.

A backup feature is not a substitute for a Customer's own disaster-recovery plan.

18. DATA FOLLOWING CANCELLATION OR TERMINATION

Following normal termination of a canceled Service, Chapter22 may retain associated Customer Content for **up to seven days** where technically practical.

This period is provided solely as a possible recovery window.

Retention and recovery during this period are not guaranteed.

Chapter22 may permanently delete Customer Content at any time following termination where:

- Retention is technically impractical;
- Storage has already been released;
- A security concern exists;
- Law requires deletion;
- Continued storage presents a risk to Chapter22 or others; or
- The Customer was terminated for serious abuse.

After the retention period expires, Customer Content may be permanently and irreversibly deleted.

Customers should assume that termination may result in permanent data loss and must obtain required backups beforehand.

19. CUSTOMER CONTENT

As between the Customer and Chapter22, the Customer retains ownership of Customer Content.

The Customer grants Chapter22 a limited, nonexclusive license to host, store, reproduce, transmit, process, back up, restore, and otherwise handle Customer Content solely as reasonably necessary to provide, secure, maintain, and support the Services or comply with law.

Chapter22 does not acquire ownership of Customer Content merely because it is hosted on Chapter22 infrastructure.

Customers represent that they have all rights and permissions necessary to use, upload, store, modify, distribute, or otherwise process their Customer Content.

20. GAME SERVERS AND THIRD-PARTY SOFTWARE

Chapter22 provides infrastructure and related hosting functionality.

Many Services depend upon software, games, applications, plugins, modifications, APIs, or other products maintained by independent third parties.

Chapter22 does **not** guarantee the compatibility, functionality, security, continued availability, performance, or stability of third-party software.

This includes:

- Game modifications;
- Plugins;
- Workshop content;
- Community scripts;
- Custom maps;
- Mod loaders;
- Third-party APIs;
- Game publisher authentication systems;
- Third-party databases;
- Server modifications; and
- Unsupported software.

Chapter22 support may assist with infrastructure-level troubleshooting but is not responsible for developing, debugging, repairing, or guaranteeing third-party code.

A Service that operates correctly at the infrastructure level will not be considered unavailable solely because a third-party modification or plugin fails.

21. GAME PUBLISHER TERMS

Customers are responsible for complying with the licenses, end-user license agreements, server-hosting policies, intellectual-property requirements, and other rules imposed by applicable game developers and publishers.

Chapter22 does not grant Customers rights to intellectual property owned by game publishers or other third parties.

A game developer's decision to discontinue, restrict, modify, or prohibit private servers or third-party hosting may affect a Chapter22 Service.

Chapter22 is not responsible for actions taken by an independent game developer or publisher.

22. ACCEPTABLE USE

Customers must use Chapter22 Services lawfully and responsibly.

Use of the Services is additionally governed by the Chapter22 Hosting **Acceptable Use Policy ("AUP")**, which is incorporated into these Terms by reference.

Without limiting the AUP, Customers may not use Chapter22 infrastructure to knowingly facilitate:

- Malware distribution;
- Botnets;
- Unauthorized access to computer systems;
- Credential theft;
- Phishing;
- Distributed denial-of-service attacks;
- Attacks against third-party networks;
- Spam operations;
- Fraud;

- Illegal exploitation;
- Copyright infringement on a systematic or repeat basis;
- Illegal sexual exploitation material;
- Illegal trafficking;
- Threats of unlawful violence;
- Unauthorized cryptocurrency mining where prohibited by the applicable Service;
- Circumvention of security controls;
- Network scanning without authorization; or
- Other conduct prohibited by applicable law.

Chapter22 may investigate suspected abuse and may restrict, suspend, isolate, null-route, or terminate Services where reasonably necessary.

23. RESOURCE USAGE

Services may include limits involving:

- CPU usage;
- Memory;
- Storage;
- Disk I/O;
- Network throughput;
- Player slots;
- Databases;
- Backups;
- Ports;
- Processes;
- IP addresses; or
- Other technical resources.

Customers may not intentionally circumvent technical restrictions associated with their plan.

A Service advertised as "unlimited" in relation to a particular resource does not authorize activity that materially degrades Chapter22 infrastructure, harms other Customers, violates the AUP, or uses the Service for a materially different purpose than that for which it was offered.

Product-specific limits disclosed during checkout, within the customer portal, or in product documentation form part of this Agreement.

24. NETWORK ABUSE AND DDOS PROTECTION

Chapter22 may provide DDoS mitigation or other network-security measures.

No DDoS mitigation service can guarantee protection against every attack.

Chapter22 may temporarily:

- Filter traffic;
- Rate-limit traffic;
- Change routing;
- Null-route an IP address;
- Migrate a Service;
- Block malicious sources;
- Restrict network functionality; or
- Suspend an affected Service

when reasonably necessary to protect Chapter22's network, customers, providers, or infrastructure.

Chapter22 is not responsible for malicious traffic originating from third parties except to the extent expressly covered by the SLA.

25. SECURITY

Chapter22 will use commercially reasonable measures to protect its systems, but no Internet-connected service is completely secure.

Customers are responsible for securing software and credentials under their control.

Customers must reasonably maintain:

- Secure passwords;
- Multi-factor authentication where available;
- Current software;
- Secure plugins;
- Appropriate access permissions;
- Updated server configurations; and
- Appropriate administrative controls.

Chapter22 may take emergency action when a Service is compromised or presents a material threat to others.

Such action may include isolation, credential reset, suspension, network restriction, or shutdown.

26. ACCESS BY CHAPTER22 PERSONNEL

Authorized Chapter22 personnel may access systems, logs, Customer Content, or Service configurations when reasonably necessary to:

- Provide requested technical support;
- Maintain infrastructure;
- Investigate security incidents;
- Address abuse;
- Restore backups;
- Diagnose outages;
- Protect Chapter22 systems;
- Enforce these Terms; or
- Comply with legal obligations.

Chapter22 will maintain internal access controls intended to limit privileged access to personnel with a legitimate operational need.

Additional information concerning personal information is governed by the Chapter22 Privacy Policy.

27. PRIVACY

Use of the Services is subject to the **Chapter22 Hosting Privacy Policy**, which is incorporated into this Agreement.

Because Chapter22 offers Services worldwide, Customer information may be processed in locations where Chapter22 or its infrastructure providers operate, subject to applicable law.

Where legally required, Chapter22 may provide additional privacy terms, contractual safeguards, or data-processing agreements.

28. THIRD-PARTY PROVIDERS

Chapter22 may rely upon third parties to provide components of its Services, including:

- Datacenter space;
- Network transit;
- Servers;
- Cloud infrastructure;
- DDoS mitigation;
- Domain services;
- Licensing;
- Payment processing;
- Email delivery;
- Monitoring;
- Support tools; and
- Control-panel technology.

Chapter22 may change third-party providers where reasonably necessary to operate its Services.

Chapter22 is not responsible for independent acts of a third party outside Chapter22's reasonable control, subject to the express obligations contained in the SLA and applicable law.

29. SERVICE LOCATIONS AND MIGRATIONS

Where Chapter22 allows Customers to select a geographic server location, Chapter22 will make reasonable efforts to provision the Service in the selected location.

Chapter22 may migrate infrastructure when reasonably necessary for maintenance, security, hardware replacement, capacity management, provider changes, disaster recovery, or network improvement.

Where reasonably practicable, Chapter22 will attempt to minimize disruption and maintain the same general geographic region.

Specific IP addresses are not guaranteed to remain assigned permanently unless Chapter22 expressly agrees otherwise.

30. COPYRIGHT AND INTELLECTUAL PROPERTY

Chapter22 respects intellectual-property rights.

Customers may not knowingly use Services to infringe copyrights, trademarks, or other protected rights in violation of applicable law.

Chapter22 may establish a separate Copyright/DMCA Policy containing procedures for submitting copyright notices and counter-notices.

Chapter22 may remove or restrict access to material when required by applicable law and may terminate repeat infringers when appropriate.

Submitting knowingly false copyright claims or counterclaims may expose the submitting party to legal liability.

31. CHAPTER22 INTELLECTUAL PROPERTY

The Chapter22 name, Chapter22 Hosting name, logos, website design, software, documentation, original graphics, branding, interfaces, and other Company-owned materials may be protected by copyright, trademark, or other intellectual-property law.

Except where expressly authorized, Customers may not:

- Impersonate Chapter22;
- Use Chapter22 branding to falsely imply endorsement;
- Copy proprietary Chapter22 software;
- Circumvent licensing restrictions; or
- Misrepresent themselves as Chapter22 personnel.

Use of the Services does not transfer ownership of Chapter22 intellectual property to the Customer.

32. RESELLING

Customers may not represent themselves as an authorized Chapter22 reseller, partner, agent, or representative without Chapter22's authorization.

Reselling Services may be permitted where Chapter22 offers a designated reseller product or otherwise authorizes resale.

Customers who lawfully resell a Service remain responsible for activity occurring through their Chapter22 Account.

33. FREE, BETA, OR TEST SERVICES

Chapter22 may occasionally provide free, trial, experimental, beta, promotional, or testing Services.

Unless Chapter22 expressly states otherwise:

- Such Services may be modified or discontinued at any time;
- No SLA applies;
- Availability is not guaranteed;
- Data persistence is not guaranteed; and
- Chapter22 may impose additional limitations.

The terms displayed with a specific promotion or trial control where they conflict with the general provisions of this section.

34. PROMOTIONS AND DISCOUNTS

Promotions may include specific eligibility, renewal pricing, duration, product restrictions, refund conditions, or expiration dates.

Any material promotional conditions will be disclosed during the offer or checkout process.

If promotional refund terms differ from Chapter22's standard 48-hour guarantee, the promotional refund terms disclosed and accepted during checkout will govern that purchase.

Customers may not create duplicate, fraudulent, or misleading Accounts to circumvent promotion restrictions.

Chapter22 may revoke discounts obtained through fraud or material abuse.

35. SUSPENSION

Chapter22 may suspend all or part of a Service when reasonably necessary because of:

- Nonpayment;
- Fraud or suspected fraud;
- A security incident;
- A compromised Service;
- Significant network abuse;
- A legal requirement;
- A credible threat to Chapter22 infrastructure;
- Material violation of these Terms;
- Material violation of the AUP; or
- Activity likely to cause immediate harm to another person, Customer, provider, or network.

Where circumstances reasonably permit, Chapter22 may provide the Customer an opportunity to correct a violation before termination.

Chapter22 is not required to provide advance notice when immediate action is reasonably necessary to prevent harm.

36. TERMINATION FOR SERIOUS VIOLATIONS

Chapter22 may immediately terminate a Service or Account for serious misconduct, including:

- Intentional attacks against networks or systems;
- Malware operations;
- Fraud;
- Deliberate infrastructure abuse;
- Illegal activity;

- Serious security threats;
- Repeated material violations;
- Attempts to evade prior suspensions or bans; or
- Conduct exposing Chapter22 or third parties to substantial legal or security risk.

Services terminated for serious violations may be terminated **without refund** to the maximum extent permitted by law.

Chapter22 may preserve relevant records where reasonably necessary for security, payment, legal, or evidentiary purposes.

37. TERMINATION BY CHAPTER22 FOR BUSINESS REASONS

Chapter22 may discontinue a product, location, platform, or Service for legitimate operational or business reasons.

Where reasonably practicable, Chapter22 will provide affected prepaid Customers advance notice and an opportunity to migrate, receive Account credit, or receive an appropriate refund for unused prepaid Service where Chapter22 permanently discontinues the Service through no fault of the Customer.

This section does not apply to suspension or termination resulting from Customer misconduct or nonpayment.

38. LAW-ENFORCEMENT AND LEGAL REQUESTS

Chapter22 may respond to subpoenas, warrants, court orders, preservation requests, and other legally valid governmental demands.

Chapter22 may challenge, narrow, or reject requests that it reasonably believes are invalid or legally deficient, but is not required to do so.

Where legally permitted and appropriate, Chapter22 may notify affected Customers.

Nothing in these Terms requires Chapter22 to violate applicable law.

39. EXPORT CONTROLS AND SANCTIONS

Chapter22Hosting LLC is a United States company.

Customers may not use Chapter22 Services in violation of applicable United States export-control, sanctions, or trade laws.

Customers represent that they are not prohibited from receiving the Services under applicable law.

Chapter22 may decline, suspend, or terminate Services where necessary to comply with legally applicable sanctions or trade restrictions.

40. CUSTOMER WARRANTIES

The Customer represents and warrants that:

1. The Customer has authority to enter into this Agreement;
 2. Customer-provided information is materially accurate;
 3. Customer Content may lawfully be processed through the Services;
 4. The Customer will comply with applicable law;
 5. The Customer will not knowingly use the Services to harm others; and
 6. The Customer will comply with these Terms and incorporated policies.
-

41. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE EXPRESS SERVICE LEVEL COMMITMENTS CONTAINED IN THESE TERMS OR ANOTHER WRITTEN AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN **"AS IS" AND "AS AVAILABLE"** BASIS.

CHAPTER22 DOES NOT WARRANT THAT THE SERVICES WILL BE COMPLETELY ERROR-FREE, UNINTERRUPTED, OR IMMUNE FROM ALL SECURITY THREATS.

CHAPTER22 DOES NOT WARRANT THE FUNCTIONALITY OF THIRD-PARTY SOFTWARE, MODIFICATIONS, PLUGINS, GAMES, APIS, OR SERVICES.

NOTHING IN THIS AGREEMENT EXCLUDES WARRANTIES OR CONSUMER RIGHTS THAT CANNOT LEGALLY BE EXCLUDED.

42. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHAPTER22HOSTING LLC AND ITS OWNERS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE SERVICES.

THIS INCLUDES, WHERE LEGALLY PERMITTED:

- LOST PROFITS;
- LOST REVENUE;
- LOSS OF BUSINESS;
- LOSS OF GOODWILL;
- LOSS OF CUSTOMER CONTENT;
- LOSS OF GAME DATA;
- LOSS OF CONFIGURATION DATA; OR
- BUSINESS INTERRUPTION.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CHAPTER22'S TOTAL AGGREGATE LIABILITY ARISING FROM AN AFFECTED SERVICE WILL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER TO CHAPTER22 FOR THAT AFFECTED SERVICE DURING THE **12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

The limitations in this section do not apply where applicable law prohibits limitation of the particular liability involved.

Nothing in these Terms limits liability that cannot legally be limited.

The remedies available under the Chapter22 SLA remain subject to the terms of that SLA.

43. INDEMNIFICATION

To the extent permitted by applicable law, Customers agree to defend, indemnify, and hold harmless Chapter22Hosting LLC and its officers, owners, employees, contractors, and affiliates from third-party claims, damages, liabilities, costs, and reasonable legal expenses arising from:

- Customer Content;
- The Customer's unlawful use of the Services;
- Material violation of these Terms;
- Violation of another person's intellectual-property rights;
- Customer-operated software or applications; or
- Customer activity that causes harm to a third party.

This obligation does not apply to the extent a claim results from Chapter22's own unlawful conduct or where indemnification is prohibited by applicable law.

44. FORCE MAJEURE

Chapter22 will not be liable for delay or failure caused by circumstances beyond its reasonable control.

Examples may include:

- Natural disasters;
- Fire;
- Flood;
- Earthquake;
- War;
- Terrorism;
- Civil unrest;
- Government action;
- Labor disruption;
- Widespread Internet failure;
- Major telecommunications failure;
- Utility-grid failure;
- Extraordinary cyberattack;
- Datacenter emergency; or
- Other comparable events outside Chapter22's reasonable control.

Chapter22 will use commercially reasonable efforts to restore affected Services.

45. GOVERNING LAW

Except where mandatory law provides otherwise, these Terms and disputes arising from them are governed by the laws of the **State of California**, without regard to conflict-of-laws principles.

46. COURTS AND VENUE

Chapter22 does **not** require mandatory private arbitration under this version of the Terms.

Where legally permitted, judicial proceedings arising from these Terms or Chapter22 Services will be brought in the state or federal courts having jurisdiction in **Kern County, California**.

The parties consent to the jurisdiction of those courts where legally enforceable.

Nothing in these Terms prevents an eligible party from bringing a claim in an appropriate **small claims court**.

For Customers protected by mandatory consumer laws that establish another jurisdiction or venue that cannot legally be waived, those mandatory rights remain unaffected.

47. INTERNATIONAL CUSTOMERS

Chapter22 provides Services to Customers worldwide.

Customers outside the United States are responsible for determining whether their use of the Services complies with laws applicable to them.

Nothing in these Terms is intended to waive mandatory consumer protections, statutory cancellation rights, privacy rights, or other rights that cannot legally be waived under the law applicable to a Customer.

Where a provision of these Terms conflicts with a nonwaivable legal right, the mandatory legal requirement will control only to the extent of that conflict.

The remainder of these Terms will continue to apply.

48. INFORMAL DISPUTE RESOLUTION

Before commencing substantial litigation, Customers are encouraged to contact Chapter22 so the parties can attempt to resolve the dispute informally.

The Customer should provide enough information for Chapter22 to reasonably identify:

- The Account;
- The disputed Service or transaction;
- The nature of the dispute; and
- The requested resolution.

Nothing in this section prevents either party from seeking urgent judicial relief or exercising rights that cannot legally be restricted.

49. ELECTRONIC COMMUNICATIONS

Customers consent to receiving transactional communications electronically, including communications concerning:

- Orders;
- Invoices;
- Payments;
- Renewals;
- Price changes;
- Account security;
- Service incidents;
- Maintenance;
- Policy updates;
- Abuse reports; and
- Other Service-related matters.

Marketing communications will be handled separately where applicable.

Customers are responsible for maintaining a valid email address on their Account.

50. CHANGES TO THESE TERMS

Chapter22 may modify these Terms when reasonably necessary because of:

- Changes in law;
- New Services;
- Security requirements;
- Infrastructure changes;
- Business changes; or
- Clarification of existing policies.

Chapter22 will provide reasonable notice of material changes.

Where applicable law requires affirmative consent to a change, Chapter22 will obtain that consent.

Where permitted by law, continued use of a Service after amended Terms become effective constitutes acceptance of those amended Terms.

Changes will apply prospectively unless applicable law permits otherwise.

51. ORDER OF PRECEDENCE

If conflicting terms apply to a purchase, the following order will generally control:

1. A separately signed written agreement between Chapter22 and the Customer;
2. Product-specific or promotional terms expressly disclosed at checkout;
3. A product-specific SLA;
4. These Terms of Service;
5. The Acceptable Use Policy and other incorporated policies.

A specific term controls only to the extent of the actual conflict.

52. ASSIGNMENT

Customers may not assign this Agreement or transfer an Account in a manner that circumvents Chapter22 security, fraud prevention, or ownership requirements without Chapter22's consent.

Chapter22 may assign this Agreement in connection with a merger, acquisition, corporate restructuring, financing, or sale of substantially all relevant business assets, subject to applicable law.

53. NO WAIVER

Failure by Chapter22 to enforce a provision of these Terms on one occasion does not waive the right to enforce that provision later.

A waiver must be authorized by Chapter22 and applies only to the specific circumstance for which it is provided.

54. SEVERABILITY

If a court of competent jurisdiction determines that a provision of these Terms is invalid or unenforceable, that provision will be enforced to the maximum extent legally permitted or severed as necessary.

The remaining provisions will remain in effect.

55. ENTIRE AGREEMENT

These Terms, together with applicable product terms, the Acceptable Use Policy, Privacy Policy, Refund Policy, SLA provisions, and any separately executed agreement constitute the agreement governing use of the Services.

They supersede prior representations concerning the same subject matter except for agreements expressly intended to remain in effect.

56. SURVIVAL

Provisions that by their nature should survive termination will remain in effect after a Service or Account ends.

These may include provisions concerning:

- Outstanding payments;
 - Intellectual property;
 - Customer Content liability;
 - Indemnification;
 - Warranty disclaimers;
 - Limitations of liability;
 - Governing law;
 - Dispute resolution; and
 - Other accrued rights or obligations.
-

57. CONTACTING CHAPTER22

Questions regarding these Terms, billing disputes, legal notices, or other formal matters may be directed to:

Chapter22Hosting LLC

Doing Business As: **Chapter22 Hosting**
California, United States

Website: chapter22hosting.com

Legal / Terms Contact: [LEGAL EMAIL ADDRESS]

Mailing Address: [BUSINESS MAILING ADDRESS]

Technical support requests should be submitted through the authorized Chapter22 customer support system.

58. ACKNOWLEDGMENT

BY CREATING AN ACCOUNT, COMPLETING CHECKOUT, OR USING A CHAPTER22 HOSTING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO REVIEW THESE TERMS.

FOR AUTOMATICALLY RENEWING SERVICES, CHAPTER22 WILL OBTAIN THE AFFIRMATIVE CONSENT REQUIRED BY APPLICABLE LAW TO THE RECURRING BILLING TERMS.

YOU ACKNOWLEDGE THAT:

- ELIGIBLE SERVICES AUTOMATICALLY RENEW UNTIL CANCELED;
- CANCELLATION GENERALLY TAKES EFFECT AT THE END OF THE CURRENT PAID BILLING PERIOD;
- ELIGIBLE STANDARD SERVICES INCLUDE A 48-HOUR REFUND GUARANTEE EXCEPT WHERE DIFFERENT PROMOTIONAL TERMS WERE DISCLOSED AT CHECKOUT;
- SERVICES MAY BE SUSPENDED FOR NONPAYMENT BEGINNING ON DAY 3;
- UNPAID SERVICES MAY BE TERMINATED BEGINNING ON DAY 10;
- BACKUPS ARE PROVIDED AS A CONVENIENCE AND ARE NOT A SUBSTITUTE FOR CUSTOMER-MAINTAINED BACKUPS;
- THIRD-PARTY MODS, PLUGINS, SOFTWARE, AND GAME SYSTEMS ARE NOT GUARANTEED BY CHAPTER22;
- SERIOUS ABUSE MAY RESULT IN IMMEDIATE TERMINATION WITHOUT REFUND TO THE EXTENT PERMITTED BY LAW; AND
- THE SERVICES ARE SUBJECT TO THE OTHER CONDITIONS AND LIMITATIONS CONTAINED IN THIS AGREEMENT.

Chapter22Hosting LLC
Terms of Service — Version 1.0
Effective August 20, 2026