

Superior-Networks: Terms and conditions.

Document Purpose

This document outlines the terms and conditions applicable to Superior Networks. Please read this document in full prior to purchasing any of our services.

Document Versions:

Version Number:	Date Of Release:	Notable Changes:
1.0	10 th Feb 2017	Initial Release
1.1	7 th November 2021	Various changes – See https://gist.github.com/Wild1145/3bb3b0c266e2ac1fa7f46524d8528a64
1.2	30 th April 2022	Section 2 (Valued Added Tax) Removed. Section 0 and 1 Incremented by 1 (Removing a reference to Section 0) to become Section 1 and 2 respectively. Section 2 minor updates to remove reference to the deleted section previously. Section 4 re-purposed to add references to Custom ISO Support for VPS Customers. Section 5 updated to add references to the operating system and software licenses. Section 27 (Unused) removed, Sections 28 and 29 to become Sections 27 and 28 respectively. Section 19 re-written to reflect current processes. Minor formatting changes and clean-up.
1.3	5 th May 2025	Updated branding to reflect latest branding. Added Section 5 to address VAT

Document Distribution:

Distribution Type:	Name:	Title:
Author	Ryan Wild	Managing Director
Document Review & Approver	Ryan Wild	Managing Director
Intended Audience		All Superior Networks active and prospective customers.

1) Introduction & Key References

By using Superior Networks' ("Superior Networks", "The Company", "our", "us" or "we") website, products and services ("Service", or "Services"), you ("you", "your", "Subscriber", "Client" or "Customer") agree to comply with our policies as set forth in these Terms of Service ("Terms of Service", "TOS", or "Agreement"). Creating an account and ordering service through our website constitutes your acceptance and agreement to be bound by these Terms of Service. Superior Networks reserves the right to cancel, suspend, or terminate any service provided with or without a refund or notice or warning for any reason. Superior Networks also reserves the right to change and modify the Terms of Service at any time with or without customer notification. It is up to the customer to periodically check and familiarize himself or herself with the recent Terms of Service. If any customer does not comply with the new Terms of Service modifications, the customer's service will be terminated.

Superior Networks is a trading name of ATLAS Media Group Ltd. ATLAS Media Group Ltd is a company registered in England & Wales. Company Registration Number 10639296

2) Price Changes

All prices displayed on our website, and any quotations to you will not include Value Added Tax.

When registering up with Superior-Networks, you are committing to pay the full amount that is agreed on the website when initiating the contract between yourself and Superior-Networks.

We guarantee in line with the agreed document, that we will give you a minimum of fourteen days' notice of any price or product specification changes that may impact your services.

There are no circumstances whereby you are permitted to pay the previous price issued when you initiated the contract unless the minimal fourteen days' notice has not been given.

3) Vouchers, Coupons & Promotional Offers

Under this section of the Terms and Conditions, Vouchers, Coupons and Promotional refers to the same article that can be used at the checkout section of the website to discount products/services.

All promotional codes carry their own set of terms and conditions in addition to these main terms and conditions; however, the consequence of the misuse of these codes is covered in this document.

It is Superior-Networks responsibility to issue and accept the Promotional codes. In the instance that a promotional code is used by an unintended party we will request the difference unless the value is less than £1.00. Should it be greater, we will request the difference.

4) Custom ISO's & Operating Systems

We allow customers to bring their own ISO's to install on supported VPS services within the control panel.

All customers are required to ensure that any and all software they are running (Including Operating systems and custom ISO's) are licensed properly, and that they have the legal rights to use the software. Customers must not attempt to, or actively run or try to upload operating systems, IOS's or software that is known to contain harmful or offensive materials.



We will always engage and support software vendors with license information requests and reserve the right to pass on your information to vendors where we can see their ISO present in your account.

We will not provide licensing or support for any operating systems you install via ISO and can provide no guarantee or warranty that the ISO will run on our service. It is the clients responsibility to ensure the operating system functions and can be supported on our hardware platforms.

5) Value Added Tax

Value Added Tax (VAT) is included in the cost of all services provided by Superior Networks under VAT Registration number 480076005 and is applied at the current UK tax rate for all clients globally. It is the clients responsibility to re-claim any relevant VAT costs through their appropriate tax legislation.

We are not able to waive VAT on any orders including for business to business customers who are able to present a valid VAT registration identity.

VAT has been included on all invoices issued by Superior Networks since 18th November 2024.

6) Acceptable Usage

In order to use any of our services, it is a legal requirement that you comply with the following terms. When you purchase any of our products/services you enter into an agreement accepting these terms and conditions, when you reach the checkout you are also given the option to accept or deny agreement to our terms and conditions.

In the event that the terms and conditions are broken on your server, you will be removed from our service immediately with no entitlement to claim any refund or request an un-suspension. We may choose to suspend access to the service in order to investigate or gather additional information from yourself, it is at our digression as to if the service may be un-suspended if we believe there is a breach of these terms.

If you breach any United Kingdom or International Law, local authorities will be informed with your details to pursue any legal actions you may face. We will also work with software vendors and other commercial entities where we receive evidence that the content you are hosting on our platforms may be protected under licenses or other restrictions.

We are not liable for any articles on your account whether uploaded by yourself or maliciously. You are liable for securing your password whilst using our services.

The use of highly intensive or similar websites will have your account suspended, you will be prompted to either pay a £7.50 administration fee, or your account can be terminated.

7) Reseller Hosting / Reseller Services

Individuals with reseller hosting plans are permitted to use and resell using our platform; you are entirely responsible for the representation of the accounts hosted on them. You are also liable for enforcing these terms and conditions, and your own terms and conditions to their accounts.

In the event a reseller is in breach, or not complying with our terms and conditions, we are following a strict procedure to reduce and compensate for these actions. Such actions include compromised servers, fraudulent activity, and script exploits.



Actions taken against Reseller Hosting / Service Customers

The account will be suspended and an email will be sent to the Reseller Owner within 24 hours justifying the suspension, and appropriate actions to resolve

If the Reseller Hosting / Service Customer Un-suspends the account, and within 24 hours does not resolve the problem we will assume malicious intent to cause damage to our services and our Root user will be Suspended the Account, meaning you cannot un-suspend the user (Requires Admin Un-Suspension, see "Administrative Rules"). If the resolution is not completed you risk all accounts under your service being suspended, any costs or losses incurred as a result of this will be solely the responsibility of the client.

In the case the account is unfit, and causing further issues we will terminate the account, alternatively we can resolve the account issue as per our "Administrative Rules and Charges".

Notification of the issue, given up to 24 hours to resolve.

Following the given time period, internet access may be blocked by local firewalls, and only allowed access externally from a given I.P address. (Requires Admin re-enabling, see "Administrative Rules").

If issue isn't resolved within 48 hours of notification, contract can be terminated.

8) Section Not Used

9) Upgrades & Downgrades

The ability to upgrade or downgrade a service will be dependent on the specific service which you purchase. We do not generally permit upgrades or downgrades for dedicated hardware, special offers or custom specified services.

All upgrades & Downgrades are subject to availability.

10) Violations

Accounts are checked for the following, if your account is found with any of the following articles you will be reported to the appropriate authorities and have your account terminated from using our services with no refund.

- * Inappropriate Content / Graphical Images – Pornography is accepted under the circumstances it doesn't violate UK laws, or the laws in the region to which your service has been provisioned. If inappropriate content / graphical images are discovered, your service will be terminated instantly and reported to the authorities.

- * Copyright, or Trademark Infringement; Using software without GPU licensing, or not complying with GPU licenses.

- * Unauthorised Material; Films, Music, Application Software, Operating Systems, etc (ejusdem generis).

- * Threats; includes anything such as threats to encourage bodily harm or destruction of property.

- * Harassment; anything that intends to cause harassment to internet user or company.

- * Fraudulent Activity; making fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam.



* Forgery or Impersonation; Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous re mailers or nicknames does not constitute impersonation.

* Unsolicited Commercial E-mail / Unsolicited Bulk E-mail (SPAM); transmitting any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination.

* E-mail News Bombing / Message Forging; transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited.

* Collection of Personal Data; doing with without consent of the users detail(s).

* Distribution harmful content; Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited.

11) Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

I. Your password provides access to your account. It is your responsibility to use a strong password, as well as keep it secure.

II. Sharing your password and account access with authorised users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

III. Attempting to obtain another users account password is strictly prohibited, and may result in termination of service.

IV. You must adopt adequate security measures to prevent or minimise unauthorised use of your account.

V. You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a service or account you are not expressly authorised to access, or probing the security of other networks.

VI. Use of distribution of tools, designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

VII. You may not attempt to interfere with services to any user, host or network (Denial of service attacks or Distributed Denial of service attack). This includes, but is not limited to "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

VIII. User who violates systems or network security may incur criminal or civil liability.

IX. We will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal

12) Late Payment Fee

As invoices are distributed to your sign up email address fourteen days before they are due, you are made adequately aware of when you are required to pay for your product/service.

A late fee of twenty per cent of the invoice will be enforced.



The only circumstance where this late fee is exempt is as follows;

- I. Reasonable notification is given prior to the invoice due date justifying the late payment, and proceeding to give an applicable date in which the payment will be made.
- II. Proven unavailability to our systems through network loss, or unavailability of other persons related to you, denying you access to use their internet facilities to complete your payment.
- III. Frozen bank account or payment gateway due to fraudulent activity caused by a third party whereby you are not liable.

13) Section Not used

14) Backup & Data Loss Policy

We are not responsible for backing up your data; you use our services at entirely your own risk. We do not, and are not entitled to take backups of any data. In the unlikely event of corruption or hardware failure, we cannot guarantee to be able to replace lost data. We disclaim any warranty or merchantability or fitness for a particular purpose.

This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by, or not by Superior-Networks.com and its employees or anyone connected to the company. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers.

15) Section Not Used

16) Compromised Accounts

We do our best to keep our systems up to date and secure in order to provide maximum protection. In some circumstances, websites may be compromised due to outdated software which opens potential exploit opportunities to hackers.

In the instance of a compromised, hacked, or damaged account we take no responsibility and hold no liability as it is your responsibility to maintain and keep your software and systems secure, and up to date.

Some accounts may be legible for restorations from our backup systems, in this instance please view 'Backup Recovery'.

17) Spam Policy

We maintain a zero tolerance policy against the use of our services for sending unsolicited email, bulk emailing and SPAM. Any services that are advertised via SPAM (Spamvertised) are strictly forbidden to be hosted on our servers. Additionally, no organisation or entity listed in the ROKSO may be hosted on our servers.

Any account which results in our IP range being blacklisted will be immediately suspended with their details being passed on to the relevant authority. We strictly reserve the right to require changes, or to disable necessary accounts, databases, or components that do not comply with these policies. In some circumstances, we may need to make modifications in an emergency at its sole discretion.

We reserve the right to charge the holder of the account used to send any unsolicited email a clean-up fee. The cost of the clean-up fee is entirely at the discretion of the company.

Accounts not complying with this policy will be terminated immediately.

18) Resource Usage Policy

Resource Usage particularly concentrates on Web Hosting. As our services are shared with other customers, we strictly prohibit you from;

- * Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- * Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- * Run any type of web spider or indexer (including Google Cash / Ad Spy) on shared servers.
- * Run any software that interfaces with an IRC (Internet Relay Chat) network.
- * Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.
- * Participate in any file-sharing/peer-to-peer activities.
- * Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- * Run cron entries with intervals of less than 15 minute.
- * When using PHP include functions for including a local file, include the local file rather than the URL - (E.G: ("http://yourdomain.com/include.php") use include ("include.php").

Our shared services are designed to meet the majority of our customers; therefore to run some of the above processes we encourage the purchase of another service, such as Virtual Private Server or Dedicated Server.

We reserve the right, at our sole discretion to discontinue services to any customer in breach of the above policies. We work in the best interest of our customers; at in some instances where a customer is exceeding resources we may take your website offline.

19) Payment Policy

We currently offer a number of payment processors to handle your payments. In all cases we do not process payments within our own infrastructure, and hand-off this responsibility to 3rd parties.

We strongly urge customers to ensure the way in which they pay is an “Instant” Payment method, and will not require additional clearing with the 3rd party processor. If you are un-sure please reach out to our pre-sales support team.

20) Section Not Used

21) Availability & Service Level Agreements

We aim to maintain maximum, problem free up time. However this cannot be possible for a number of reasons, which may result in services being unavailable to you or your customers. You must recognise, and



acknowledge that due to the nature of the technology; occasionally unavailability of the service cannot be avoided.

In the event of equipment malfunctions, we work rapidly with our suppliers and data house engineers to resolve the problem as quickly as possible. In other cases, we carry out periodic maintenance or repairs to keep our services efficient, secure and up to date. In the event of such procedure, we will give you forty eight hours of notice unless the work is deemed urgent.

At times, matters can be beyond our control, such as power failures, interruption of telecommunication or digital transmission links, hostile network attacks, network traffic and other occurrences. In these cases we have no liability and have not promised to provide you with an Interrupted service.

21.1) Maintenance

All planned downtime or service disruption is done out of Business & Peak Hours which we define as between 7AM – 11PM.

We do our best to inform you of any disruption, but some mediums are often more convenient than others. All updates / maintenance work are posted via our –

- * Announcements & News Web Page,

- * Twitter Account – <http://www.twitter.com/SNetworks1>

- * Direct Emails

We will aim to always tweet and email you directly in the event of your service being affected by any work.

21.2) Urgent Maintenance

In the case of urgency we are required to give you a minimal of fifteen minutes notice due to the severity of some issues. Unfortunately with urgent maintenance, it is often found that work must be completed during business & peak hours which we try to keep to a minimal.

21.2) Service Level Agreement

We guarantee our customers a minimal of 95% uptime based upon various third parties monitoring our services.

If we do not meet our minimal uptime basis due to issues caused by Superior-Networks we will provide customers will an additional week of service.

21.3) Response Times

During Business & Peak Hours we endeavour to have our services back online as quickly as possible, usually within 15 minutes of receiving first acknowledgement of downtime.

Outside of these hours our minimum expectation is 15 – 45 minutes of first acknowledgement of service unavailability.

In some situations, due to staff unavailability and logistical difficulties services may take longer than specified in which we will endeavour to resume normal service as soon as possible.

22) Reporting Violations

We request that anyone believes violations are being committed, either by a user and/or customer of our service committing an offence, please provide the following information.

- * IP address used to commit the alleged violation.
- * Date & Time of the Alleged Violation, include time zone.
- * Evidence of the alleged violation; screen shot, log.

We have full right to take the following actions in response to complaints or discovery of violation;

- * Issue written or verbal warnings,
- * Suspend the subscriber's account,
- * Terminate the subscriber's account
- * Bill the subscriber for administrative costs and/or reactivation charges for violation
- * Bring legal action to enjoin violations and/or collect damages
- * Report to British authorities.

23) Treatment of Staff

We believe the treatment of staff is a vital area of the business to understand the role they take in support and ensuring services are running efficiently. We maintain a strong business relation with the customer to ensure they are satisfied with the service provided.

Under any circumstances if a staff member, or customer of ourselves feels intimidated, or is being verbally abused, threatened or being shown abusive images by a customer, we hold the right to suspend your service and terminate your contract.

If this action is used against a customer, you will be informed via e-mail in a written document explaining and demonstrating with evidence of the threats felt to staff. No refunds are given under these circumstances and all liability is remained with the behaviour of the customer.

24) Indemnification

We emphasise that in agreeing to our Terms and conditions, if you indemnify us for any violation of the agreement that results in loss to us, or bringing of a claim against us by any third party, you will be strictly liable to pay any damages awarded against us, plus all costs and attorney fees.

25) Refunds

While we hope that customers will be happy with the service to which they purchase, we understand that sometimes this is not or cannot be the case.

If an order has been placed in error, and you require a refund we require you to reach out to our support team within the first 24 hours from payment of the invoice, and not to access or otherwise make use of the services which you have bought. Our support team will be happy to issue a full refund in these circumstances.

If you request a refund after the first 24 hours or our team are aware that you have otherwise made use of the service, we will be able to issue a pro-rate refund as account credit or back to your original payment gateway if



approved by a member of the Superior-Networks management team. In this case please also raise a ticket with customer support who will guide you through this process.

Superior-Networks reserves the right to refuse to issue a refund where the service has already been used in any capacity.

26) Miscellaneous Provisions

You must provide us with, and keep up to date; good contract information in the event we need to speak to you.

I. A waiver by the Company of any breach of any provision of this Agreement by the Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

II. The Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign the Agreement at any time without consent from or notice to the Subscriber. Company reserves right to cancel the Subscribers rights under this contract at any time without further obligation.

III. Superior-Networks takes no responsibility for any material input by others and not posted to the Superior-Networks by Superior-Networks. Superior-Networks is not responsible for the content of any other websites linked to the Superior-Networks Network; links are provided as Internet navigation tools only. Superior-Networks disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

IV. Superior-Networks is not responsible for any damages your business may suffer. Superior-Networks does not make implied or written warranties for any of our services. Superior-Networks denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Superior-Networks.

V. It is absolutely forbidden to host anonymous proxies/re mailers or IRC servers on Shared/Reseller Server accounts. Shared/Reseller Server accounts found hosting this material will be subject to immediate cancellation without refund.

27) Virtual Private Server Agreement

27.1) Illegal Use

Our products and services may be used only for lawful purposes. Transmission of, distribution of, storage of, or linking to any material in violation of any applicable law or regulation is prohibited. This includes, but not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization, and material that is defamatory, constitutes an illegal threat, violates export control laws, or is otherwise prohibited by UK law and the law of the region in which your service is being hosted in.

The use of TOR software is restricted and permission to use certain parts are granted on a case by case basis determined by our support teams. Anyone found to be violating this will have their services suspended immediately and without refund and or warning. CPU Mining is allowed providing it falls within the resource usage policy. Abuse of this will result in a warning email being sent, processes terminated and your VPS Suspended or terminated. The level of action is at the discretion of Superior-Networks.

27.2) Resource Usage



Client agrees not to run any processes on his or her VPS which use the equivalent of a full CPU core (1.0 CPU load) or more for an extended period of time. An extended period of time will generally mean one (1) hour, but will depend upon the CPU load and level of impact on other clients sharing the physical server. Disruptive CPU usage may result in a reboot, shutdown, and/or suspension of the VPS regardless of the time lapse involved

28) Revisions to Policy

We reserve the right to revise, amend, or modify the agreements in this document at any time and in any manner. Notice of any revision, amendment, or modifications will not need to be given to users or customers; however subscribers are required to agree to the policy.