



Amended: 11/09/2019

The following terms and conditions of service regulates and define the relationship between the PebbleHost hereby referred to as the "Provider" and or "Company" and Clients, customers and or users such as guests. By using our services, you automatically agree to all conditions mentioned within the following agreement, ensure you read and understand this carefully.

Since our services are so diverse, additional terms will be mentioned by various "checkpoints" throughout the Platforms You as the user, must abide by these terms and services, be sure to keep them in mind when Accessing this service, we acknowledge, you understand and agree to the following terms and conditions as stated within this agreement. along with the terms and conditions stated in our Privacy Policy.

PebbleHost will ensure any and written information will be easy to understand in the event any doubt and or questions arise contact support immediately. PebbleHost values all our clients, and as such your security safety and accountability is exceptionally important to us. All services provided by and supported my clients must be lawful, as such clients, customers and or one-time users such as guests will have access to multiple forms of information, communication with the company and or posted material known as "Content" and or enough information to provide adequate sales and optimization for all needs of said clients.

Eligibility to use

PebbleHost cannot by law allow the following users and viewers to use the platform in the following events:

- a) You are not able to form legally binding contracts;
- b) You are under the age of 13; without parental/legal guardian consent
- c) a person barred from receiving and rendering services under the laws of the United Kingdom or another applicable jurisdiction;
- d) are suspended from using the Website; or
- e) do not hold any valid form of communication between you and the website.
- f) You share information between third parties.
- g) You share information and or sell information to other parties.

We may, at our absolute discretion, refuse to register any person or entity as a User. You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.



Changes to these Terms of Service

PebbleHost reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. The Operator may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms & conditions. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether. You can stop using our Services at any time, although we'll be sorry to see you go. we may also stop providing Services to you or add or create new limits to our services. We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly to ensure that you are up to date.

Indemnification and or Refusal of Service.

You the consumer agrees that you will hold

PebbleHost free from all stipulations, liability and or losses such as expenses and claims suffered either but not limited to the negligence of the consumer and or indirect cause of PebbleHost. In the event any loss is suffered you the consumer agrees to hold but not limited to the following free from liability such as; Employees all other consumers, directors, suppliers, claimants and or anyone associated with PebbleHost unless stipulated by the governing law and direct cause is proven within a Court of Law.

PebbleHost hold at its pure digression the sole right to refuse, cancel and or terminate all services of consumers in the event of a violation of unlawful activities, violation of the terms and conditions of service, privacy policy. In the event your accounts are terminated your services will not be refunded Consumers may also not be notified in the event of termination of accounts as policy violations result in immediate termination. Policy Violations does not result in full or partial refunds.

Furthermore, the consumer acknowledges and agrees that the consideration which PebbleHost is charging hereunder does not include any consideration for assumption of the risk of customer's consequential, punitive, special or incidental damages which may arise in connection with customer's use of the software and documentation. accordingly, customer agrees that PebbleHost shall not be responsible to the consumer for any loss-of profit, indirect, incidental, special, or consequential punitive damages arising out of the use of the service or documentation.



Refunds and Cancellations.

PebbleHost understands sometimes a service just isn't for you. Therefore, in the event a service is purchased, you the consumer is granted with a Twenty-Four-hour timeframe to request a refund for any reason whatsoever, no questions asked. This Twenty-Four-hour timeframe is from the time of the order being placed in our database and only applies to new orders. This Twenty-Four-hour refund period does not apply to renewals. However, as such some limitations do apply,

1. Add-ons are non-refundable
2. Dedicated Servers are non-refundable
3. A Cancellation request has been processed on the product
4. A refund has been processed on the account within the last six (6) months
5. The order is an upgrade order

You will not be offered a refund or receive a refund after twenty-four-hours when:

1. You caused the downtime.
2. You did not want to buy the services.
3. You do not receive support.
4. Termination based on the terms of service.

Advanced payments and or prepaid advanced packages are eligible for refunds, within forty-eight hours of payment. Dedicated servers are not eligible for refunds regardless of the forty-eight hours timeframe. You as a customer are responsible for cancelling any subscriptions created to us such as PayPal subscriptions.

Renewals

On all Minecraft, VPS and Web hosting plans we enforce the following renewal, suspension and termination policy.

- You will be sent an invoice 14 days before the service is due, Once invoiced a service can not be upgraded, downgraded or otherwise adjusted.
- If unpaid, the invoice will be marked as overdue at 1AM GMT the day after the service due date, the service will also be suspended. You will also be sent a first overdue notice.
- 24 hours after the invoice was marked as overdue, you will be sent a second overdue notice.
- 48 hours after the invoice was marked as overdue, you will be sent a third overdue notice.
- 96 hours after the invoice was marked as overdue your server will be terminated and your files removed.

For dedicated servers the following policy is enforced.

- You will be sent an invoice 14 days before the service is due.
- If unpaid the invoice will be marked as overdue and the service will be suspended. Your server will be turned off.
- 72 hours after the invoice was marked as overdue if the invoice is still not paid, your server will be marked as terminated.



Reinstatement

- Depending on the case, we may be able to reinstate Dedicated servers after they have been terminated if the data has not been wiped. Please open a billing ticket to enquire regarding this.
- Terminated Minecraft servers may be recoverable up to 7 days after termination, although will require a server with PebbleHost to be restored onto and we will require a \$7.50 admin fee to be paid beforehand. Please open a billing ticket to enquire about the possibility of this.
- Web hosting and VPS plans once terminated can not be reinstated, you must purchase a brand-new plan.

Accounts and security.

We take security seriously here at PebbleHost. When registering an account, you automatically agree to this here terms of service and the privacy policy to gain access.

You as the user agree to the following.

You:

1. Will not share your account credentials
2. Will take responsibility for the actions of the account.
3. Will be responsible for the security of the account.
4. Will not exploit any flaws in hardware or software for any reason.
5. Will not attempt to circumvent any security features for any reason.
6. Will report exploits and security flaws to us upon discovering them.
7. Will Not perform any attack on any network, host or servers, including but not limited to denial of service attacks.
8. Will not engage in activities that interrupt or interfere with PebbleHost services.
9. Will Not to engage in illegal activities.

Affiliates and regulations.

PebbleHost operates an affiliate program whereby clients can refer other clients for PebbleHost in return for credit.

1. Withdrawals from the affiliate program will be for PebbleHost account credit.
2. Monetary processors will not be applicable therefor PayPal, crypto etc. will not be used to pay or exchange the PebbleHost account credit.
3. All promotional, review and discount sites are not allowed to be used in conjunction with our affiliate system.
4. When posting your affiliate link it must be in full view and not masked.
5. At any point we may investigate your affiliate account at any time.
6. At any point we reserve the right to refuse an affiliate payout.
7. Any abuse of the credit affiliated system will lead to the closure of your account and your affiliate earnings being nulled.



Minecraft MySQL Services

Whilst we do offer a free MySQL Database and phpMyAdmin service with all Minecraft servers, this is a free service and as such we do not hold any liability for any MySQL data loss or corruption. This free MySQL Service may also only be used for server related purposes, any use deemed by PebbleHost outside of "server related" will result in the removal of your MySQL Database and data. The size and storage of your MySQL Database is unmetered although this is kept in check by fair usage. You will be contacted if your database exceeds fair usage.

Dedicated servers and VPS's

You agree to not engage in any illegal activities on any dedicated servers you have purchased with us, this includes hosting TOR endpoints on them, Port scanning, DDoS Attacks, Pen Testing. If you are unsure please open a ticket and ask. If you chose to have the server managed (Dedicated only) We do not provide root SSH login details. We reserve the right to decline you management on your dedicated server at any time. You take full responsibility that if your data is lost due to improper management on your dedicated server we are not responsible. processes such as OS Reinstalls totally wipe the disk therefore removing all and any previous data stored on the server.

Minecraft Servers

RAM is provided based on the plan ordered, Your server is allocated the full amount of memory you purchase. In game plugins may not show the service having the full memory this is due to certain plugins using Metaspac. We provide unlimited slots on all Minecraft plans, This means that you can set your server to any slot number you would like, This does not mean your service can handle unlimited players. CPU intensive servers may be suspended without warning to prevent causing issues with other clients, You will be notified of this via a ticket on our billing panel and expected to work with us to resolve the issue Our disk space is provided as "unmetered" which is in accordance of fair-use, This is based on the node you are on. If your disk space is breaking our fair-use you will be contacted via a ticket on our billing panel and expected to work with us to resolve the issue We do not allow the use for automatic backup plugins as these can negatively effect other customers services by using up a large amount of disk space. For large dynmap folders logs, backups, core protect and other related files may be purged if it is causing issues on the node. If you are found to be using a plugin or jarfile that increases your RAM allocation your service will be terminated without refund. We do not allow the use of plugins which allow you to run multiple servers on the same service, an example of this would be the plugin "subservers"

Web Hosting

We do not allow the hosting of illegal or nulled sites on our Web Hosting. Email spamming is not permitted and you may be suspended if your account is found to be sending spam emails. Services using nulled or illegal software may be reported via our billing panel using a ticket.



Abuse

Services found to be abusing may be suspended or terminated without prior warning and refund. Services may be suspended or terminated due to the following reasons (but not limited to):

Minecraft: excessively high CPU usage, Excessively large files such as backups, Attempting to gain unauthorized access, circumvention of ram restriction, using a non-minecraft jar file, using your service to host non-minecraft based services such as websites, the usage of plugins such as botnets, backup plugins.

Dedicated Servers / VPS's: Using DDoS / Dos scripts or programs and packet flooding, hosting or distributing torrents or pirated content, attempts to gain unauthorized access to any service other than your own, sending spam or unsolicited emails, port scanning. Other actions deemed unauthorized by PebbleHost may be investigated and may result in a suspension. If you are unsure if something is permitted please contact us.

Web Hosting: Hosting of background processes or daemons, Hosting any form of an IRC chat, Hosting or distributing illegal/nulled software, hosting, downloading or distributing copyrighted software without permission, hosting / downloading torrents, high cpu usage.

Support

We aim to provide a response within 30 minutes for all tickets although depending on the complexity of the request this may be longer. Bumping the tickets will further delay a response as we answer tickets based on their last reply. Spamming our ticket system may result in your ban from our support system and thus you will not be able to get support. We reserve the right to not provide support due to but not limited to abusive comments such as swearing, if this is a continued problem your services may be terminated without refund. We provide a livechat service that is for pre-sales only, If you have any technical queries or billing issues please create a ticket. All of our services are unmanaged unless elsewhere specified, due to this we are unable to provide extended support for configuration issues.

Support Addons

All setup addons are applicable for the server they are purchased for and are non-refundable and non-transferable. These addons are provided "as is" and no additional support will be provided after the addon has been configured. The Bungeecord setup addon does not include further setup of additional servers and only includes configuration of the Bungeecord server.

You may purchase a "Advanced Support Addon" for your servers, These addons are non-refundable and are provided "as is"

These addons only apply for the server they were purchased on and can't be moved to another service.

Minecraft Advanced Support does Include

Plugin Installation
Map uploads (using MultiVerse)
Making small configuration file changes for you (Under 5 lines)
Setting up your Domain to work with your server
Assisting in the resolution of plugin errors and server errors

Minecraft Advanced Support does NOT Include

Full plugin configuration
Server Management
Bungeecord configuration
Any In-Game setup or configuration

Linux Advanced Support does Include

Setting up basic services such as nginx, mysql, nodejs, php and python
Installing a basic backup system
Configuring basic firewalls
Basic error debugging

Linux Advanced Support does NOT Include

Installation of full panels such as Multicraft or Pterodactyl
Creation of any form of script
Full server management

To use Linux Advanced Support, we require VPS services to be running either Centos, Debian or Ubuntu.

Advanced Support Small Print

If we deem the requested Advanced Support to be incompatible with your server, We reserve the right to deny the request We cannot be held responsible for additional issues with domains unrelated to our configuration work We will not install, configure or provide support for any cracked, nulled or leaked software/plugins and this will result in a termination of Advanced Support If the customer has installed software onto their Linux machine we are only able to provide a very limited amount of support for that software If we need to remove any files, this will be confirmed with the user beforehand We reserve the right to deny any request made for Advanced Support If you would like to cancel this please submit a ticket at least 5 days before the end of the billing period

Backups

We provide offsite backups for a paid subscription monthly. We do not restore single configuration files or folders, only whole server backups These backups are taken at midnight server time and are held on another server which is not accessible by the customer. Should you need a backup restored onto your server you should request this via our billing ticket system. If backups are not available, PebbleHost may not be held responsible for any loss of files.



Legal Notice

(a) PebbleHost is not in any way Affiliated with Mojang. AB. Nor should we be considered a business endorsed by Mojang. AB.

(b) Do not contact Mojang AB. In the event for failed payments and issues.

(c) Support and or requests should be made to PebbleHost

(d) PebbleHost is not affiliated with;

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