Amended: 11/07/2024

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
c) You are under the age of 18; without parental/legal guardian consent
d) a person barred from receiving and rendering services under the laws of the United Kingdom or another applicable jurisdiction;
e) are suspended from using the Website; or
f) do not hold any valid form of communication between you and the website.
g) Your details are flagged by our Anti-Fraud system as carrying a high risk.
h) You are subject to sanctions or otherwise designated on any list of prohibited or restricted parties maintained by the United Nations Security Council, United Kingdom or any other applicable government authority.

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 will 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 holds 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 or and the discretion of PebbleHost management. 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 do 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 Cancelations.

PebbleHost understands sometimes a service just isn't for you. Therefore, in the event an order is made, you the consumer is granted with a Seventy-Two-hour timeframe from the time of the order being placed to request a refund for any reason whatsoever, no questions asked. However, as such some limitations do however apply,

1. Add-ons are non-refundable
2. Dedicated Servers are non-refundable
3. A refund has been processed on the account within the last six (6) months
4. The order/invoice has been paid using FastSpring or paid for using any form of cryptocurrency.
5. A backup restore has been processed on the service (such as from a previously terminated service)

You will not be offered a refund or receive a refund after seventy-two-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 these and system terms of service.

Refunds processed after the initial 72-hour period will be at the sole discretion of PebbleHost management.

Advanced payments made prior to the due date of the service are eligible for refunds if they are requested within 72 hours of the payment being made and the service has not renewed.
Once a service has renewed it is no longer eligible for a refund.

Renewals

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

- You will be sent an invoice 7 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 9AM UTC the day after the service is due, You will be sent a first overdue notice.
- If the service remains unpaid at 6PM UTC the day after the service is due it will be suspended and cannot be accessed.
- 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.
- 92 hours after the invoice was marked as overdue your server will be terminated and your files will be removed.

Automatic billing
- PebbleHost offers automatic billing on our "Stripe" and "PayPal" payment gateways.
- If you have added a payment method to your account when paying an invoice, we will attempt to charge your added payment method on the due date of the invoice, 1 day after the due date and 2 days after the due date. Should all these attempts fail you the customer is responsible for ensuring that the invoice has been manually paid to prevent service termination.
- If you wish to disable automatic billing on your account, please open a ticket with our billing team on our website https://pebble.host/ticket.

- Some legacy accounts will continue to have subscriptions running via PayPal, Stripe or Subscriptions. These are the responsibility of the customer to manage and ensure that if they wish to cancel their services with PebbleHost the related Subscription has been cancelled on the respective payment gateway.

Reinstatement
- Dedicated servers cannot be reinstated once terminated. Our strict data policy means that terminated servers are wiped and their disks cleared within a few hours of termination.

- Terminated Minecraft, Game and Discord Bot servers may be recoverable after termination, although this will require an active PebbleHost server for the backup to be restored onto that is the same size and pricing or larger than the original service. You can check if this is available for your terminated service via our control panel. PebbleHost makes no guarantee that this option will be available for you.

- All other services once terminated cannot 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 these 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.

Account Credit

PebbleHost account credit cannot be withdrawn to any form of payment method such as PayPal, Bank transfer or Cryptocurrency.

Account credit will automatically expire on the 1st of January each calendar year at a rate of 50% of the total credit balance. The minimum credit expiration per year is $25 until the account reaches a balance of $0. If the remaining credit is less than $25 the entire amount will be removed.

To preserve account credit, users must open a ticket during the month of January mentioning their request to preserve the account credit. Doing so will result in no credit being expired for that year.

This policy is in effect to encourage regular use of our services and maintain accurate records. Users are encouraged to monitor their account credit balance to prevent unexpected credit expirations.

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. This includes other media types such as YouTube videos, Facebook videos. If you are unsure please contact our team for clarification.
4. When posting your affiliate link it must be in full view and not masked or behind any URL shortener.
5. At any point we reserve the right to refuse an affiliate payout.
6. Any abuse of the credit affiliated system will lead to the closure of your account and your affiliate earnings being nulled.
7. Certain products such as Dedicated servers do not have an affiliate payout, these products may vary and PebbleHost reserves the right to modify the affiliate system at any time.

MySQL Services

We offer 1 free MySQL database with all Minecraft servers. This is an addon service and as such we do not hold any liability for any (paid or free) MySQL data loss or corruption. The MySQL databases associated with your server may only be used for purposes related to your server, any use deemed by PebbleHost outside of this policy will result in the removal of your MySQL database and the data it contains. The size and storage of your MySQL database is based on a fair-usage although has a hard limit at 256GB. This does not mean you can always use the full 256GB as other factors may mean your server exceeds the fair-usage limitation before reaching 256GB in usage. Your server will be suspended if any databases associated with your server exceed this limit.

You may purchase additional databases for your server $1.00 per month per additional database, this is limited up to 10 total databases. The terms listed above for the first free database apply for all paid additional databases.

VPS

We provide 7 included backup slots with our VPS plans, you agree that it is your responsibility to ensure that you perform backups outside of these included backups. We assume no responsibility should these backups not be in a bootable or usable state. It is your responsibility to configure these backups within our control panel to run on a set schedule, by default they do not run automatically. If you choose to have a panel preinstalled we do not guarantee the reliability or availability of the panel installation.

Resources are provided on a fair usage basis and we may ask that you migrate over to one of our Dedicated servers for fully dedicated resources in the rare occasion that your usage is having an impact on other customers. We block SMTP/Email ports (Port 25 and 467) by default, you may open a ticket and provide proof of identity for us to remove the block on these ports should you wish to use them.

Dedicated servers

You agree to not engage in any illegal activities on any Dedicated servers within our network. If you choose to have a panel preinstalled we do not guarantee the reliability or availability of the panel installation. You take full responsibility that if your data is lost due to improper management or backup procedures we are not responsible. Processes such as OS reinstalls totally wipe the disk on your server therefore removing all previous data on the server.

Whilst we try to ensure every configuration of every server is in stock, this can not always be guaranteed therefore some models marked as "In Stock" may take longer to provision. In this case, we may offer you alternative configurations which we do have in stock, or alternatively we will attempt to build the originally ordered configuration within 7 days. If this 7 day setup period is not met by PebbleHost, the customer reserves the right to request a full refund of the ordered dedicated server via a support ticket, if no refund request is received we will continue to build the system until further notice from the customer. Once the system is "Active" on the PebbleHost billing panel, no refunds will be provided.

In the case a custom agreement is reached with the PebbleHost support team via a ticket, this overrides any of the aforementioned refund / provisioning terms.

Our CosmicGuard Always on DDoS Protection is supplied with a softlimit of 10TB of bandwidth per server. This limit may be upgraded for a cost via a ticket with our support team on a case by case basis.

Our unmetered bandwidth is offered under "fair usage" and we do not meter (ie, limit) the bandwidth by default on any of our servers. Customers who use more than 2.5Gbps 95%ile (inbound or outbound) over all dedicated servers associated with them may be asked to do one of the following:

- Reduce their bandwidth usage
- Split their usage over more dedicated servers
- Pay toward the usage of their bandwidth

If your bandwidth usage on your account is becoming a problem and likely to be outside of fair usage we will contact you via a billing ticket.

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 metaspace.

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 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"

Servers who have purchased our "Advanced DDoS Mitigation" will have a 1TB soft-limit enforced on their bandwidth per month, this can be raised if deemed necessary by PebbleHost. Please contact our team if you require this to be raised.

By purchasing a Minecraft server from our website, you agree to Mojang's End User License Agreement. (http://aka.ms/mc-eula)

If your server is found to be in violation of Mojang's EULA, your server may be suspended until you have removed the violating content from your server.

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: 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, hosting TOR endpoints, pen testing, sharing pirated content, torrenting. In addition we do not permit heavy data processing such as AI training, machine learning or crypto currency mining. 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 provider 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 our services are unmanaged unless elsewhere specified, due to this we are unable to provided 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 the 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
Modpack setups/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 the Dedicated server to be running a distribution based on RHEL (Rocky Linux, Alma Linux, CentOS).

Advanced Support

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 about 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 every 24 hours 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 or restore the backup via our control panel. If you have not purchased backups on your service and PebbleHost has an available backup for you to use there will be a $7.50 restore fee applicable. If backups are not available, PebbleHost may not be held responsible for any loss of files.

We take offsite backups for all MySQL databases hosted with PebbleHost, these are only accessible from our "Premium" or "Extreme" plans and can be downloaded from within our control panel. "Budget" and other services using MySQL databases with backups may open a billing ticket to pay a $2.50 fee to download these backups.

Other

Giveaways run for any PebbleHost service or by PebbleHost are subject to the final decision of PebbleHost management. Prizes may be withdrawn at any time for any reason. This includes but is not limited to monetary prizes, services or account credit.