

## Terms of Service

Version 2 - 24<sup>th</sup> November 2017

By placing an order, registering an account or visiting our website you're agreeing that you will comply with our Terms of Service agreement.

'Client', 'You', 'Your' refers to you, the person accessing this website, accepting our Terms and Conditions. 'We', 'Us', 'Our' refers to Mulberry Hosting, the provider.

### Money Back and Refunds

Under no circumstances will refunds be issued unless the following occurs: There is unplanned downtime during the first 30 days of your service being active. A breach in the ability for a client to follow the Terms of Service and Acceptable Usage Policy will automatically void any sort of refund issued for your account. For a refund to be issued against your account, is it your responsibility to contact the relevant department (Billing) to claim one, refunds are strictly given at our discretion. If you request a cancellation for an immediate effect, we will not offer any refunds.

### PayPal Subscriptions

All PayPal subscriptions setup are held at the clients' responsibility. When you cancel a service with us, it is your job to ensure the PayPal subscription is cancelled directly with PayPal otherwise the payment will be taken automatically. Our Money Back and Refunds section applies to PayPal subscriptions too.

### Invoice Payments

Our system will generate and send invoices 7 days before the due date, outlining the payment. At any time, these invoices can be viewed and paid for in your Client Area. A follow-up reminder will be sent 2 days before the due date. An invoice will become overdue 1 day after the due date, resulting as a suspension of your service. Paying an invoice early will not shorten your payment term, the same due date will be kept for the following months.

### Support

We aim to provide as close to 24/7 support as possible. Although this isn't possible on every occasion such as through the night, but during emergency incidents our technical teams are alerted instantly if something such as connection problem on the main server.

### Maintenance

Maintenance will be scheduled during the night (GMT) to ensure minimal effect to client services. If we need to conduct emergency maintenance, we will provide at the least, a 15-minute warning. All maintenance and service interruptions will be posted as soon as we hear from our mainstream providers.

### Prohibited Content

Our services are to be used for lawful purposes only. We strictly forbid the use of our services for anything which may be in breach of the law, this includes, but is not limited to: Pirated/Cracked Software, Spam E-Mail sending, the discussion of hacking, the storage/use of tools intended for hacking purposes, the storage/use of tools used to disrupt/attack other networks or services, Content that may be in breach of Copyright Laws and the storage or use of child pornography is strictly prohibited. Storage of large files or backups is also not allowed. Only website files, databases and emails are permitted on your account. We reserve the right to take action against those who are in breach of the law or any of the above points.

### Uptime

Although the majority of months we hit 100% uptime, on some occasions this isn't always possible. In the event that our uptime drops below the 99.99% guarantee we set out, the client is entitled to a partial reduction on next month's service. This guarantee means that if downtime occurs for more than roughly 4 minutes and 23 seconds, you're entitled to this kind gesture. All next month service reductions for

failure to keep our uptime above 99.99%, are given at our discretion. Is it the clients' responsibility to submit a ticket to the relevant department (Billing).

### **Refusal**

We reserve the right to refuse your use of our services at our own discretion, without due explanation.

### **Data Loss**

Although we run daily backups, the responsibility of your data stored on our servers is in your hands. We will not be held liable for any data loss that occurs.

### **Liability**

By using our services, you're responsible for your actions, data and accounts. We are not held liable for any content that you may use or utilise on our shared environment. We will not be held liable for any losses that you may incur, regardless of the cause; this is including but not limited to: Loss of income, data or traffic.

### **Migrations**

We offer free migrations from another cPanel server to your new hosting account with us. Migrations are given at our discretion. We are not responsible for any data loss or corruption of files during this process. See 'Data Loss'.

### **Disputes and Chargebacks**

Disputes and chargebacks must be reported to us within 7 days. Once we receive a chargeback or dispute, all services associated with your account will be suspended until further notice or resolution.

### **Suspension and Termination of Services and Accounts**

Without notifying you, we hold the right to suspend or terminate services and accounts on any occasion. It is your responsibility to submit a ticket to the relevant department to resolve the issue. Termination will result in a complete data loss from your service.

### **Resource Limits**

Our platform is built upon a shared environment where you have to share resources with other customers. Although we assign a large amount of resources for each account to take advantage of, continuous high resource usage could result in a suspension of your account. This isn't normally a problem for many clients, however if the problem persists with a failure to resolve it, a termination may be necessary.

### **Reseller Liability**

As a reseller, you're hold liable for any client accounts which breach our Terms of Service. In the event that one of the accounts under your reseller account breaches our Terms of Service, it may be necessary to suspend your reseller account until the problem is resolved.

### **Spam**

We have a zero tolerance to spam. If we find that one of the accounts on our network has been sending spam, an automatic termination of that service will be conducted, with your details reported to the correct authorities.

### **Security of Accounts**

You're liable for the integrity and security of your accounts with us. This includes but it not limited to: cPanel, Web Host Manager, Webmail and your Client Account. In the event that one of these accounts are compromised, this must be reported to us as soon as possible for us to be able to take further action. You can email: [abuse@mulberryhosting.com](mailto:abuse@mulberryhosting.com) to report events like these.



### **Abuse**

Abuse of accounts is taken very seriously, in the event that we get a report that you're potentially abusing our Terms of Service policy, all of your services associated with your account will be suspended until further notice. You are expected to comply with our investigation. On some circumstances, your details may need to be passed the correct authorities for further external investigation. Our abuse email address is: [abuse@mulberryhosting.com](mailto:abuse@mulberryhosting.com) where you will receive a guaranteed response within 24 hours.

### **Pricing Changes**

We reserve the right to update and change pricing as and when we're required, without notifying clients pre-hand. On normal circumstances, we won't adjust existing clients billing cycles however, this is subject to change.

### **Terms of Service Updates**

It is your responsibility to regularly check back for new Terms of Service updates. We reserve the right to update and not notify clients of these changes.