



PurplePanda

Terms Of Service Including Service Level agreement.

IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY, DO NOT USE OUR SERVICES.

We are not "thought police" but we may refuse your websites based on content. Here is a list of forbidden activities on our network:

Sending SPAM or advertising a website through SPAM.

Violations of trademark, copyright, trade secrets, patents.

Pornographic/adult content of any kind. Tasteful nudity is allowed, basically we won't shut you down for having a picture of a woman breastfeeding in an article about breastfeeding, we all know the difference between porn and nudity.

No bittorent programs or trackers!

Terrorism. Enough said.

Websites glorifying unlawful activities or inviting others to participate.

Abusing our network: no hacking, cracking, phishing or scanning ports.

PROXY server of any kind.

Report any misuse of our network to: admin@purplepanda.biz.

We agree to host you in good faith and you agree to pay for it with GBP.

We reserve the right to close down your account for any reason we deem appropriate.

This includes accounts that are unpaid for any reason.

If we have to buy any software for you, such as cpanel or plesk or fantastico or even Windows Server, it's coming out of your refund. If you don't stay the full term, then we refund unused portion at the appropriate price level. This means if you prepay for two years and are on a highly discounted plan and decide to leave after 6 months, we will prorate your account as though you paid for a 6 month term and then refund the rest. This is very fair because we offer great discounts for long term prepay.

Domain names cannot be returned for a refund. Not how it works, sorry.

Charge-backs will be billed at £50 per incident, and if you don't pay we send you to a credit collection agency. If it goes that far, there are also office charges and collection fees built in, so lets be nice to each other and not worry about this clause.



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Account information and files will be kept private and not shared with anyone. But there are these exceptions:

- 1) We may share if you are a SPAMmer or a criminal. In that case, we may voluntarily submit your information to the authorities and/or blacklists such as SPAMHAUS.org.
- 2) We have to provide IP usage information to the American Registry for Internet Numbers (ARIN). However, this only impacts clients who have permanent IP allocations. We are not unique, this is the case with any internet provider, if they want IP addresses, they have to provide the info. This information is only shared during the time when we are applying for an additional IP allocation and then cleared from their database, replaced with anonymized data. Don't worry, your secrets are safe with us.
- 3) If we receive a summons from a court that has jurisdiction in our area.
- 4) If for any reason Nominet UK Ltd request your i.p address and any supporting information regarding your business unless you are a UK private individual.

If you are disconnected for abuse of our systems or illegal activity, don't expect a refund. This almost never happens, but if you intend to run a Proxy, IRC, or Torrent, don't even bother trying.

If you are a terrorist or a "freedom fighter" or advocate violence or talk hate, host somewhere else. We WILL shut down your account, prevent you from having access to your backup files, report you to FBI/CIA/DHS/Mi6/CID/Scotland Yard, and will turn over your files, emails and all other info to authorities. Absolutely zero tolerance for this kind of activity. Seriously, if you hate the USA / UK so much, why would you pay money to a UK based web host?.

Our uptime guarantees are historically accurate representations of previous uptime. This means you can expect approximately the same great service as we've always had. If something is down for any amount of time, you can bet that we're working our fingers to the bone in order to bring your server back into working condition. The last thing we need is for angry customers to pound our phone lines. Trust me we're working on it.

Current server uptime is calculated to be 99%. This is calculated on the number of seconds between January the 1st and December the 31st Annually. 1 year = 31 556 926 seconds.

Of course, we love our customers and when you are upset, we are also very upset. So to make up for any major downtime you can ask for a refund and we will grudgingly credit your account by a maximum of one month service.

In the case of SLA guaranteed webspace we backup in full your data every 4 months! Although we backup each and every day we do not guarantee this and as such if you wish for a more regular guaranteed backup service you must arrange this with us as per your terms upon which an invoice and a backup schedule will be provided.

Finally, we are NOT responsible for your data. Although we do our best to backup the servers, sometimes things happen and data disappears. The only person you have to blame for lost data is yourself. We are going to feel really terrible in the very very unlikely event that something happens to your data.

These terms can change at any time and its your job to keep up with it, we won't notify anyone. This latest TOS /SLA revision took place on January 1st, 2010.

IF YOU HAVE ANY QUESTIONS, JUST ASK, WE'RE HERE FOR YOU!