

# Terms of Service

Sapling Servers is a trading name associated with Sapling Servers Limited (Registered in England & Wales with company number 09238327).

By ordering a service from Sapling Servers you hereby agree to the following terms.

## **Minimum age requirement**

When ordering a service from us we require you to be at least 16 years of age. If you're under the age of 16, you hereby confirm that you have consent from a parent or guardian allowing you to sign up with us.

## **Cancellation & refund policy**

We provide a 7-day money back guarantee if our services are found to be at fault. This would include any of the following:

- The control panel being unavailable for more than an hour.
- Your service being unavailable before any mods/addons or maps have been installed on to the server.
- An error resulting in the activation of your service taking longer than 24 hours.
- No initial reply to a support ticket within 12 hours.

All requests relating to refunds must be submitted via a support ticket to our billing department to be review accordingly and processed.

It is your right to cancel your server whenever you'd like without any prior notice which you can do via our billing & support panel, or by submitting a support ticket to our billing department. This isn't for refund requests, only service cancellation.

You accept any request for a refund made outside of the first 7 days of the service start date to be under our discretion.

## **Changes to your service (upgrades, downgrades, location, game)**

We allow changes to be made to services at any point they're active. This includes upgrade, downgrades, location changes (excluding dedicated servers) and even changing the game (for game servers).

Upgrades and downgrades to a service can be processed, pro-rata at any time within our billing area.

For location changes and changing the game itself please submit a support ticket at any time to our billing department. They'll be sure to adjust your service for you accordingly in a short timeframe.

### **Service renewal**

Our invoices are generated 14 days before the service's next due date. An email notification will be sent to you as soon as the invoice has been generated.

Once an invoice has been generated you still have the right to cancel the service before the next due date without any penalty.

Payments made via PayPal can either be manual, or automatic depending on if you selected the checkout, or subscribe option when checking out. If you're unsure if a subscription profile exists, it's best to check your PayPal account for recurring payment profiles. To do this please look at the following guide found [here](#).

If you know a subscription profile doesn't exist, you will need to manually pay your invoice for your service by the specified due date to avoid disruption to your service. If for whatever reason you end up making multiple payments to us for the same invoice, please submit a support ticket to our billing department explaining what has happened and we'll happily issue a refund for any overpayments made.

When you submit a cancellation request for a service that you have an active PayPal subscription for, it should cancel the PayPal subscription to. However, it's advised that you always check your own PayPal account to verify this to ensure no further payments are mistakenly sent to us. You can cancel subscription profiles to us at any time within your PayPal account.

Payments made using a credit / debit card through our credit / debit card gateway will automatically be charged on the due date found on the invoice. You'll not be charged if a cancellation request exists for the service. If for whatever reason we're unable to process the payment on the invoice due date, you'll be sent an email to the email address listed on your account to notify you of this.

Payments made via BitPay in bitcoin are not automatically processed every month, and as such you will need to ensure that payment is made by the invoice due date to ensure there are no disruptions to your service.

### **Failure to renew for a service on time**

If we're unable to process a payment for a service due for renewal, or payment is not made on, or before the specified due date for the service the following actions are taken.

The service is placed into a suspended state whereby the service can't be used. This takes place the day after the next due date if the invoice for the related service is unpaid. Whilst the service is in the suspended state you can either choose to continue your service by

paying the invoice or, submitting a cancellation request should you wish to no longer continue with the service.

We commit to keep your service in this suspended state for a minimum of 5 days after the due date during which your data will be preserved.

If the service has still not been renewed 5 days after the due date you accept the related service will face termination, cancelling the invoice, service and removing any files relating to it.

We will never apply any late fees on payments made after the invoice due date.

Should you require additional time to make payment you're required to contact our billing department via a support ticket, up to 4 days past your next due date. Please note additional time will not always be given and the decision to do so or not is under our discretion. During which time you accept that your service will remain suspended until payment has been received, unless told otherwise by a staff member.

### **Server performance and uptime**

We do not guarantee 100% uptime on services we provide but we aim to provide as close to it as possible. On rare occasion issues can occur out of our control, or scheduled downtime may be required to perform essential maintenance. You accept that this can happen and that we will do our up most to resolve any issues that occur in a short space of time, and to provide you, the customer with a minimum of 24 hours' notice for any maintenance that may hinder you using your service.

If you find your service experiencing crashing issues after adding 3rd party content such as addons, mods, maps or plugins. This cannot then be used to leverage a refund on your service.

If you believe you're experiencing server performance issues, please remember to consider your client side variables such as high latency (or ping), low frame rate (fps), packet loss or high system resource usage. We cannot and will not be held accountable for any issues not relating to the server.

### **Data loss and protection**

We will not be held responsible for the backing up and integrity of customer data. And in the case that data loss may occur you may only be given a pro-rotta refund if you choose to cancel your service.

The backing up of files and safe securing of your data is down to you, the customer. Especially on Minecraft servers as a backup manager is readily available to customers.

### **Resource limits**

We will only limit you to what you're paying for in respect to the service you've ordered. CPU or disk IO is not limited in any way for game servers.

Any limits placed on any of the services we provide will be clearly displayed on our website. If it's not displayed there shouldn't be any restriction for it.

Please note only a single IPv4 / IPv6 address is provided with all virtual, and non-virtual dedicated servers as standard, unless explicitly agreed to in advance by a member of staff.

### **Securing of service accounts**

In any situation where a game server or web hosting account is "hijacked" or "hacked", we will not be held responsible for this occurrence. It's the client's responsibility to use secure passwords and use 2 step verification (or authentication) where you can to add an additional layer of security.

### **Server setup time**

We do not guarantee instant setup. We try to provide as close to instant setup as possible. But you as a customer accept that in some rare instances it may take up to 24 hours, depending on the amount of traffic we're receiving. Or if any issues occur in the automated setup process.

Community tiers may in rare circumstances require up to 48 hours to be activated.

Your billing will not start until your service has been setup.

### **Product addons**

Product addons that include, but are not limited to, dedicated IP addresses are cancelled as soon as the product it's an addon for are. These are not classed as a product and cannot be used for anything else.

### **Copyright policy**

Any use of any of our services to infringe copyright or trademark law is unacceptable. If you're found to be infringing copyright or trademark law from a service provided through us we reserve the right to suspend or terminate your service without warning. This includes using nulled or cracked versions of any form on our services.

### **Liability**

We are in no way liable for payments/donations that are received in exchange for virtual goods on a server provided by us. By purchasing a server, you agree to remove all liability from us regarding customer service, payments and disputes relating to virtual goods and services on a service provided by us.

You acknowledge in the event you choose to sell one of our services to another party that we cannot and will not be not deemed liable for any complications that may arise post completing the transaction.

### **Terms of service updates**

We reserve the right to alter our terms / policies at any time without notifying any of our clients. It is the client's responsibility to check our terms regularly for any updates / changes.

## **Privacy Policy**

### **Information we collect about you**

Any information we collect about you during the ordering and signup process is the only data we store. However, an IP address, and hostname is automatically stored for security purposes every time you login.

When using our control panel, actions are logged and stored along with a date and time stamp and the IP address used.

### **How your information is used**

The information you provide is solely used for billing and notification purposes (so we can contact you with invoices, support etc). Your name, address and email are passed to our third-party payment processors - Stripe and PayPal to verify credit/debit card ownership and provide ourselves with fraud protection.

We do not store any personal financial information provided to us while making a payment, nor do we share this information with 3rd parties. Should this change at any point you will of course be contacted in advance.

## **GDPR Specifics**

These terms are specific to privacy and handling of your personal data intrusted to us as set out within the general data protection regulation.

### **The right to be informed**

We provide all our terms and privacy policy documents on this very page. An account and order cannot be placed without first agreeing to our terms of service.

### **The right of access**

We provide an all in one self-service client area that gives you access to login, view and update all personal information we store. This includes your name, email address, postal address, phone number, security question(s) and your password.

### **The right to be forgotten**

If you wish to have your data removed as part of the GDPR "right to be forgotten" you can request this, if the following criteria is met:

- You have no active services with us
- You must not have made any payments to us within the last 7 years
- You are the original account owner

If you meet the above criteria, then please submit a support ticket to our account control department and request for your account to be deleted.

### **Formal data request (the right to data portability)**

As part of this new right introduced by GDPR you're able to request a report from us containing all information we have on your account.

To receive a copy of this simply submit a ticket to our account control department requesting a report of your personal data. One of our staff will then facilitate this request ASAP.

### **Your consent**

Also introduced within GDPR are changes surrounding how we're allowed to contact you or update you on certain activities. This includes but is not limited to promotional offers, newsletters etc.

By default, you will not receive any marketing emails of any kind from us. Should you wish to change this you're able to opt-in to receive these kinds of emails from within your billing (client) area.

### **Formal data request (the right to data portability)**

The data listed below is stored for the mandatory 7 years (84 months) required by HMRC in the event they perform an audit.

- First and last name
- Company name (if applicable)
- Full address including postal / zip code
- Email address
- Phone number
- Country
- Order records

- Invoices
- Any payment transactions
- Support tickets (including replies)

The timer starts as soon as your account is marked as inactive (this happens when there are no active services, or transactions being added to your account). The timer will reset back to 0 anytime there is account activity detected.

Information listed below which was created more than 12 months ago will be deleted on the 1st of January every year.

- Client activity logs
- Sent email logs
- Ticket attachments

### **How & where do we store data?**

All data is stored in replicated databases for both backup and faster access at two locations within the Europe and three states within the United States. These are as follows:

- London, United Kingdom
- Frankfurt, Germany
- New York City, New York, United States of America
- Atlanta, Georgia, United States of America
- Los Angeles, California, United States of America

All sensitive password data is securely encrypted, and every system is behind a strict firewall.

### **Data breach policy**

In the event of a detected data breach the ICO shall be informed as well as our customers.

### **Data protection officer**

You're able to contact our data protection officer directly via email or post:

Email – [dpo@saplingservers.net](mailto:dpo@saplingservers.net)

Post – FAO Data Protection Officer, Sapling Servers Limited, 2 Kilve, Dunster Crescent, Weston-super-Mare, BS24 9ED, United Kingdom.