

Last Updated: 16/11/2024

The following terms and conditions govern the relationship between TallDwarf Hosting, hereby referred to as the "Provider" or "Company," and its clients, customers, and users, including one-time guests. By accessing or using our services, you automatically agree to all conditions outlined in this agreement. It is essential to read and understand these terms thoroughly before proceeding.

Given the diverse nature of our services, additional terms may apply at various checkpoints throughout your use of the platform. By continuing to access our services, you acknowledge and agree to all terms outlined in this agreement as well as those detailed in our Privacy Policy.

At TallDwarf Hosting, we prioritize the security, safety, and accountability of our clients. In cases of uncertainty or questions regarding these terms, we encourage you to contact our support team promptly. The Company is committed to ensuring that all written information provided is clear and easy to understand.

As a valued user of TallDwarf Hosting, you agree to ensure your activities and content are lawful and in compliance with these terms. We provide accessible resources and communication channels to support your needs, ensuring a seamless and optimized hosting experience for all.

Eligibility to use

TallDwarf Hosting cannot, by law or policy, allow the following users or entities to use the platform under these circumstances:

- a) You are unable to form legally binding contracts;
- b) You are under the age of 13;
- c) You are under the age of 18 without parental or legal guardian consent;
- d) You are barred from receiving or rendering services under the laws of your jurisdiction or any applicable jurisdiction, including the United Kingdom;

- e) Your account has been suspended from using TallDwarf Hosting services;
- f) You fail to maintain valid and accessible communication with the Company;
- g) Your details are flagged by our anti-fraud systems as high-risk;
- h) You are subject to sanctions or listed as a prohibited or restricted party by the United Nations Security Council, the United Kingdom, or any other relevant government authority.

We reserve the right to refuse registration of any person or entity as a user at our absolute discretion. Furthermore:

- You may not transfer or assign any rights or obligations under this agreement without prior written consent from TallDwarf Hosting.
- Any attempts to bypass or circumvent these restrictions will result in immediate account termination without refund.

Changes to Terms

TallDwarf Hosting reserves the right to modify, amend, or update these Terms and Conditions at any time without prior notice. Any changes to the terms may include adjustments to pricing, billing structures, service offerings, features, or policies related to refunds, cancellations, and user responsibilities. Notifications of updates will be posted on our official website or sent via email to the registered account holder. By continuing to use our services after such changes, you agree to be bound by the revised terms. If you disagree with any modifications, you must discontinue use of our services immediately and contact support to close your account. It is your responsibility to review these Terms and Conditions periodically to stay informed of any updates. These revisions ensure compliance with applicable laws, reflect changes in our business, and improve service delivery.

Termination, Indemnification or Refusal of Service

TallDwarf Hosting reserves the right to suspend, terminate, or refuse service to any user or account at our sole discretion, without prior notice, if we determine that the user has violated these Terms, engaged in harmful or unlawful conduct, or otherwise acted in a manner detrimental to other users, the Service, or the Company. Such actions may include, but are not limited to, violations of the eligibility criteria, abuse of resources, or failure to comply with applicable laws and regulations.

In cases of termination, access to the Service will be revoked immediately, and any remaining data on our servers may be deleted without recovery. No refunds will be issued for terminated accounts unless otherwise stated in our Refunds and Cancellations policy.

By using our services, you agree to indemnify and hold harmless TallDwarf Hosting, its affiliates, employees, and agents from any claims, damages, liabilities, or expenses arising from your use of the Service, your violation of these Terms, or your infringement of the rights of any third party.

We further reserve the right to refuse service to any individual or entity at our sole discretion. This includes, but is not limited to, accounts flagged by our anti-fraud systems, users attempting to bypass resource restrictions, or those using our services for unlawful purposes.

Refunds and Cancellations

Refunds for services provided by TallDwarf Hosting are granted solely at our discretion and under the following conditions:

Refund Eligibility: Refunds may only be requested within 48 hours of the initial purchase. Any refund request submitted after this period will not be considered.

Non-Refundable Services: Services purchased through an affiliate link, add-ons, custom configurations, and setup fees are non-refundable. Additionally, fees incurred through third-party payment processors are not refundable.

Cancellation Policy: Users may cancel their services at any time via the client dashboard. No refunds will be provided for unused time remaining on cancelled services unless otherwise specified.

Fraudulent Transactions: Refund requests originating from accounts flagged for fraudulent or abusive activity will be denied, and such accounts may be terminated without further notice.

Once a cancellation request is processed and a service is terminated, access to all related files, databases, and configurations will be permanently revoked and cannot be recovered.

To ensure fairness and prevent abuse, affiliate payouts will be subject to a 72-hour holding period before being processed.

Renewals

All services provided by TallDwarf Hosting operate on a subscription basis, requiring timely renewal to ensure uninterrupted access. By default, services are set to automatically renew at the end of the current billing cycle using the payment method provided by the user. It is the responsibility of the user to ensure that their payment method remains up-to-date and has sufficient funds to complete the renewal. For those who prefer manual control, users may opt out of automatic renewals and manually renew their services through the client dashboard. However, failure to renew a service before its expiration will result in suspension or termination of the service.

TallDwarf Hosting will issue renewal reminders via email prior to the renewal date, and users are advised to monitor their email inbox and ensure that our notifications are not filtered into spam folders. We reserve the right to adjust pricing at any time, with any changes taking effect in the next billing cycle. Users will be notified of price changes at least 30 days prior to their renewal date. Failure to renew on time may lead to the permanent loss of all data associated with the service, and TallDwarf Hosting will not be held responsible for data recovery after termination.

Automatic Billing

TallDwarf Hosting utilizes an automatic billing system to ensure seamless payment processing and uninterrupted service delivery. By subscribing to our services, users authorize recurring billing for the agreed-upon charges based on their selected plan. It is the user's responsibility to keep their payment information current and accurate to avoid service disruptions.

In cases where a payment fails due to insufficient funds, expired payment methods, or any other issue, the system may automatically retry the transaction. If payment remains unsuccessful after multiple attempts, services may be suspended or terminated. TallDwarf Hosting is not liable for any consequences arising from such interruptions, and users are encouraged to monitor their accounts and billing cycles regularly.

To cancel a subscription, users must submit a cancellation request through the client portal before the renewal date. Failure to cancel in time may result in automatic renewal and associated charges, which are non-refundable.

Reinstatement

Once a service has been terminated due to non-payment, abuse, or any other violation of the Terms of Service, it cannot be reinstated under any circumstances. TallDwarf Hosting advises users to maintain up-to-date billing information and monitor payment schedules to prevent unintended disruptions.

Additionally, users are responsible for ensuring that necessary backups of data are created and stored externally, as terminated services result in the permanent loss of all data associated with the account. TallDwarf Hosting will not be held accountable for any data loss following termination.

Accounts and Security

Users are solely responsible for the security and proper use of their accounts. Account credentials, including usernames and passwords, must be kept confidential and not shared with any third party under any circumstances. Account sharing is strictly prohibited, and violations may result in account suspension or termination without refund.

TallDwarf Hosting employs industry-standard security measures to protect user data, but we cannot guarantee against all unauthorized access. Users are encouraged to enable additional security measures, such as two-factor authentication, where available. Should a breach occur, users must notify TallDwarf Hosting immediately to mitigate any potential damages.

Account Credit

Account credits may be issued as promotional incentives, compensation, or goodwill adjustments. These credits are non-refundable, non-transferable, and are valid exclusively for purchasing or renewing services offered by TallDwarf Hosting.

Account credits have no cash value and may be subject to expiration if not used within a specified period, which will be communicated at the time of issuance. TallDwarf Hosting reserves the right to revoke or adjust account credits in cases of misuse or violation of the Terms of Service.

Affiliate Program

TallDwarf Hosting offers an affiliate program to reward users who refer new customers to our platform. Affiliates earn commissions based on verified referrals and completed purchases. To ensure fairness, payouts will be processed only after a minimum period of 72 hours to account for potential refunds or disputes.

Affiliates must adhere to ethical promotional practices and are prohibited from engaging in deceptive or spam-based advertising. Any affiliates found violating these guidelines or engaging in fraudulent activities will be removed from the program, and pending payouts may be withheld.

Participation in the affiliate program does not create an employment, partnership, or agency relationship between the affiliate and TallDwarf Hosting. Affiliates are responsible for reporting their earnings and fulfilling any tax obligations as required by their jurisdiction.

MySQL Databases

TallDwarf Hosting provides MySQL database services as part of our hosting packages to support your server's requirements. These databases are optimized for performance and reliability, ensuring seamless integration with supported applications such as Minecraft plugins and other game server utilities.

MySQL services are subject to storage and connection limits as outlined in our fair use policy. Excessive database usage, such as creating unnecessary or overly large tables, may result in restrictions or adjustments to your allocated resources. Users are encouraged to manage their databases efficiently to avoid impacting overall server performance.

TallDwarf Hosting regularly backs up MySQL databases for disaster recovery purposes, but users are responsible for maintaining their own backups as well. We recommend routine exports of critical data to mitigate risks of data loss.

Minecraft Servers

TallDwarf Hosting offers tailored services for Minecraft servers, including unmetered storage under a fair use policy. This means storage is unrestricted for necessary server files, such as plugins, world data, and configurations. However, excessive usage, such as storing unrelated files, backups, or large maps like dynmap tiles, may result in warnings or adjustments to storage limits. Users must avoid using backup plugins that generate excessive data, as this can negatively impact node performance for other customers.

RAM is allocated based on your selected hosting plan. While Minecraft plugins or tools may display differing memory values due to metaspace or JVM overhead, rest assured the full purchased amount is reserved for your server. Note that unlimited player slots are available, but server performance depends on allocated resources and the intensity of server activities.

The use of plugins such as **"Subservers"** or other tools that allow multiple servers to be run on a single instance is strictly prohibited. Similarly, excessive usage of server backup plugins or configurations that generate large amounts of data may result in warnings or adjustments to storage policies. Any attempt to bypass resource limits, including artificially inflating RAM or circumventing slot restrictions, will result in immediate service termination without refund.

All servers hosted by TallDwarf Hosting must comply with Mojang's End User License Agreement (EULA). Failure to adhere to these terms may result in service suspension until violations are resolved. By purchasing a Minecraft server from us, you acknowledge and agree to these conditions.

Abuse

TallDwarf Hosting strictly prohibits the abuse or misuse of its services, including but not limited to excessive CPU usage, prolonged high-memory consumption, hosting disproportionately large files, or attempting to bypass resource limits. Actions that negatively impact server nodes or other customers will not be tolerated.

The use of tools, plugins, or configurations designed to exceed allocated resources, such as artificially inflating RAM or bypassing player slot restrictions, is a direct violation of our terms. Plugins like "Subservers" or backup tools that generate excessive storage usage are also forbidden and may result in immediate service suspension or termination.

All users must respect the shared nature of our hosting environment. If resource usage surpasses acceptable limits, TallDwarf Hosting may issue warnings, limit resource access, or

terminate services as necessary. Violations will be reviewed on a case-by-case basis, and severe or repeated abuse may result in permanent account suspension.

We reserve the right to monitor server activity to ensure compliance with these terms. If you are unsure whether your use of a plugin, tool, or configuration complies with our policies, please contact support before proceeding.

Support

TallDwarf Hosting is committed to providing quality support to all users. Our support team is available to assist with technical issues related to hosting services, ensuring your experience is as seamless as possible.

Users are encouraged to submit support requests through our ticketing system with detailed descriptions of the issue, including relevant logs or error messages. This allows our team to address your concerns efficiently. However, spamming or frequently "bumping" tickets by adding unnecessary updates may result in longer response times, as tickets are addressed in the order they are received.

Support inquiries must adhere to proper etiquette. Abusive or inappropriate behavior towards support staff will not be tolerated and may result in ticket closure or account suspension.

TallDwarf Hosting strives to respond to tickets promptly; however, response times may vary depending on the complexity of the issue or ticket volume. If you have urgent concerns, clearly mark your ticket as such, but note that all tickets are prioritized fairly.

Support Add-ons

TallDwarf Hosting offers optional support add-ons to enhance your hosting experience. These services, such as GeysersMC setup or other specialized configurations, are designed to help users streamline complex setup processes or optimize their servers for specific use cases.

It is important to note that support add-ons are non-refundable. Users are advised to carefully review the terms of these services prior to purchase. If you have questions or concerns about a support add-on, our team is available to assist you in understanding its scope and limitations before committing to the service.

These add-ons are provided as supplementary support and do not alter the standard support terms outlined in the previous section.

Advanced Minecraft Support Inclusions / Exclusions

TallDwarf Hosting is committed to providing technical support for your Minecraft hosting experience. Our team is here to assist with:

- Initial server setup and configuration.
- Assistance in fixing Server or Plugin errors
- Installation and troubleshooting of plugins and modpacks supported by your server version.
- Resolving hosting-related issues, such as connection problems, crashes due to resource limits, or compatibility with hosting infrastructure.
- Setting up a domain to work with your server

However, our support does not extend to:

- Custom plugin or mod development.
- In-game mechanics or gameplay modifications.
- Issues arising from the use of third-party or unsupported tools.
- Configurations beyond standard hosting services, including excessive customization that conflicts with server stability or our fair use policy.
- Modpack Configuration/Setup

Users are encouraged to explore our knowledge base and documentation for common fixes or tutorials before reaching out. While we strive to provide the best possible assistance, the scope of support is limited to ensuring server functionality within the parameters of our hosting platform.

Miscellaneous

This section addresses any policies or terms not explicitly outlined elsewhere in this document. TallDwarf Hosting reserves the right to amend or introduce new provisions as necessary to address unique or unforeseen circumstances.

In the event of ambiguity or conflict between sections, TallDwarf Hosting retains the sole discretion to interpret these Terms of Service in good faith. Any situations not directly covered in this agreement will be handled on a case-by-case basis, with the goal of maintaining fairness and protecting the interests of both the Company and its users.

By continuing to use our services, you acknowledge that these Terms are dynamic and may adapt to evolving operational, legal, or technical requirements.

Legal Notice

TallDwarf Hosting is an independent hosting service provider and is not affiliated with, endorsed, or supported by Mojang AB, Microsoft Corporation, or any other intellectual property holders mentioned in this document. All trademarks, logos, and copyrights belong to their respective owners.

Users are responsible for ensuring compliance with the terms and conditions of third-party software, services, and intellectual property, including but not limited to Mojang's End User License Agreement (EULA) for Minecraft. TallDwarf Hosting disclaims any liability arising from the misuse of such intellectual property or violations of third-party agreements.

By utilizing TallDwarf Hosting's services, users acknowledge and accept this legal notice as part of the Terms of Service. Any claims, disputes, or legal matters related to intellectual property must be resolved directly with the respective rights holders.