

## **OVERVIEW**

This website is operated by ploX.host a brand of ZoomingWork LLC. Throughout the site, the terms “we”, “us” and “our” refer to ploX.host. ploX.host offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in PloXHost's jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

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### **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), will be transferred encrypted and may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

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### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. If there any misspelling errors you are able to email [admin@plox.host](mailto:admin@plox.host).

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

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### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change with or without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

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### **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

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## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

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## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement.

We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

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## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

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## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

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## **SECTION 10 - RESELLER INFORMATION**

You will agree that you will use your WHMCS and Multicraft key inside our systems no matter what. Any questions regarding this can be contacted via our support department. If your service keys are not being used within our systems. Your service will be instantly terminated with or without notice.

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## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

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## **SECTION 12 - PROHIBITED USES**

This section refers to what is prohibited on PloxHost's services.

### **General Prohibited Uses**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose;
- (k) or to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We also deny the use of botnets, DDoS attacks, or any logical use to harm people or disturb any other personal service or online Service. This includes any kind of crypto coin mining software. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **FAIR AND ACCEPTABLE USAGE**

- (a) PloxHost has no hard-limits set for CPU or Disk Space on our (not limited to) Minecraft Hosting, Discord Bot Hosting, Website Hosting service(s). That being said, if a customer's service is affecting the service of other customers on the node, we deserve the right to suspend the service. PloxHost defines fair usage as not distributing other users on a node. PloxHost does it's best to help and alert customers if issues were to arrise.
- (b) If a non-minecraft hosting, non-discord bot hosting, or other file is found on your service, PloxHost deserves the right to delete the file. PloxHost will email the customer with details regarding the removal if needed be.
- (c) Minecraft servers that are using 100% or causing high-load on a node, PloxHost may stop your service if it's causing issues to other customers. We will do our best to alert and help the customer resolve said issues.

(d) If a server owner does not fix a said issue, PloxHost has the right to suspend, stop, restart, etc actions on your server if proper reason exists.

(e) PloxHost takes nightly backups of servers (refer to our backup terms for more details). We do allow backups to be created on our servers, but please be considerate with the amount of storage being used. We ask customers to keep backups created under 50GB total.

Please refer to SECTION 20 for more information on our abuse policies.

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## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall plox.host, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

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## **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless plo.x.host and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

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## **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

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## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

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## **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and



govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

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## **SECTION 18 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

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## **SECTION 19 - PAYMENTS AND REFUNDS**

All payments are done via PayPal, Stripe, or Coinbase. Refunds are only given out if billing finds valid reason, we usually give refunds within the first 24 hours only if an issue can't be fixed on our end, if you did not request one within that time frame we will not provide you with a refund. Speak with our Billing team to claim the refund. Refunds are only applicable to Shared hosting, (Shared Minecraft). There are NO refunds for dedicated servers, VPS servers, KVM servers, Reseller plans, domain names or any other services. Over-payments or fund added to accounts are not refundable. You expressly agree that your use of, or inability to use, the service is at your sole risk -- refunds for not knowing how to use something is not acceptable. We also reserve the right to grant or deny refunds for any reason and may decide to credit your account instead. Doing a fraudulent chargeback on our payment processors will result in termination of service. We are not responsible for the loss of your files. Legal action may be taken as well based on the amount you charge back.

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## **SECTION 20 - Abuse / Exploiting**

At any time, if any client is caught abusing or trying to exploit our systems, we reserve the right to suspend services or terminate without warning or refunds. Services may be suspended or terminated due to the following reasons (but not limited to):

Notes: PloxHost responds to all network abuse, abuse, or DMCA requests.

**Minecraft Hosting:**

- (a) Hosting a Non-Minecraft hosting service (ie. running a non minecraft server jar)
- (b) Attempting to gain access to unauthorized systems
- (c) Circumvention of server memory
- (d) Usage of plugins that can be used as botnets or scripts.

**Dedicated Servers / VPS & KVM Hosting:**

- (a) Using DDOS or DOS scripts, programs, or packet flooding.
- (b) Hosting or distributing torrents or pirated content that is not allowed under law in the United States of America
- (c) Attempting to gain access to unauthorized services that are not your own.
- (d) Sending spam or unsolicited emails
- (e) Port-scanning or any other illegal activities
- (f) Other actions that are unauthorized by PloxHost Management. If you are unsure if your hosting is permitted, contact us.
- (g) Running crypto miners (incl. Bitcoin, Chia, or others).

**Website Hosting:**

- (a) Hosting background processes
- (b) Hosting or distributing illegal or nulled software
- (c) Hosting, downloading, or distributing copyright or DMCA content
- (d) Hosting torrent download sites
- (e) High CPU Usage

**Discord Bot Hosting:**

- (a) Hosting a non-discord bot service
- (b) Running telegram, facebook, or other chat bots

(c) Spamming Discord APIs

(d) Running a webserver without permission from PloxHost Management

If the client is caught intentionally crashing or trying to cause damage to our business for any unlawful purpose; A \$100 fine for damages caused to the host may be placed on your account. This fine is charged on a per-event base (exploit or intentional any unlawful abuse) and can cost up to \$500 per event based on damages done. Failure to collect payment with the method on file may result in the debt being sold to a creditor who may accumulate on it if the amount is greater than \$6000 USD or damages were made to the host.

Intentionally abusing the system is determined by using exploits to hack or breach any data from our site and or unlawful abuse on the guidelines placed on SECTION 12 - PROHIBITED USES. No extra fee should be charged if the abuse was not intended or was a mistake and does not fall under prohibited uses of services.

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## **SECTION 21 - Chargebacks**

At no time shall any current client or former client chargeback for any reason. If you are caught charging back, a \$50 charge-back fee per charge-back may be issued to your account. The fee will be processed with any payment method on file. If unable to retrieve payment from a method on file, your debt may be sold to a creditor who may proceed to collect on it.

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## **SECTION 22 - Support**

We have multiple Support Methods such as Tickets and Live Chat. PloxHost may not monitor support on our Community Discord Server. Do not share login details with anyone. PloxHost staff will never ask for them. The only official Support Method for Billing and Security issues is tickets on billing.plox.host. If you need to speak with HR or Operations you may be asked to open a ticket directly to that department. We can only provide support for the primary owner of the account unless you are a sub-user on the billing panel authorized to contact support.

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## **SECTION 23 - Soft limits**

We have multiple packages on our site that advertise as unlimited. All packages on our site that are unlimited are subject to having a soft-limit on them. This soft limit is to assure there is no abuse of services such as running illegal programs, abusing the disk space, etc. If you go over

this soft limit and have an unlimited plan, you may open a ticket to support and request for this limit to be increased on your account at no extra cost.

We reserve the rights at any time to deny the increase of the soft limit if we feel that you are violating our terms of services or are abusing your services.

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## **SECTION 24 - Automated payments**

When buying any services from us, you will be prompted to open a PayPal billing agreement that will authorize us to charge you for unpaid invoices on your account unless the billing agreement had been canceled from your PayPal account or you have contacted billing to request the unpaid invoice/invoices to be canceled before being charged.

Once an unpaid invoice has been generated on your account, you will be automatically charged at 12 AM EST time if the invoice or billing agreement has not been canceled on your account.

Any request to cancel an unpaid invoice/invoices must be made before 12 AM EST time to avoid being charged. If we do not receive your request within the appropriate time frame, we reserve the rights to charge for any unpaid invoices on your account.

Once an unpaid invoice/invoices are paid by your billing agreement you are no longer entitled to a refund of this payment/payments however in some unique circumstances, we may issue a credit to your account instead.

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## **SECTION 25 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Boston, MA, 02459, United States.

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## **SECTION 26 - Backups**

PloxHost takes backups on services including Minecraft Hosting, VPS/KVM Hosting, Discord Bot Hosting, and others to prevent against drive failures and data loss. These backups can be accessed via your control panel or provided via a ticket.

For Minecraft Hosting and Discord Bot Hosting - PloxHost stores a 3 day album of backups that are accessible

For VPS/KVM Hosting - PloxHost stores once a week backup and customer created backups (via the control panel)

For Website Hosting - Customers can create backups via the cPanel interface.

For Dedicated Servers & Colocation - Unless your service is managed (services are not managed unless said), it is your responsibility to take backups.

We do our best to provide backups for each customer. Backups are a prevention tool, in rare cases we may not be able to access your backups.