

Accepting the Terms of Service

Please read our Terms of Service, Privacy Policy, Acceptable Usage Policy and Service Level Agreement before using npipes.net (our “Site”) and/or linuxgamepanel.com (our “Game Panel”) and/or any hosting services and/or dedicated servers (all collectively with the Site and Panel, the “Services”) provided by NPipes. By using or accessing the Services, you agree to all the terms and conditions of our Terms of Service, Privacy Policy, Acceptable Usage Policy and Service Level Agreement; if you do not agree, you cannot use the Services.

You may not use the Services and/or provide any personal information to NPipes if you are under the Minimum Age. The Minimum Age is sixteen (16) years old, or the lower age that your country has provided for you to consent to the processing of your personal data.

Illegal activities and content

All Services provided by NPipes may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any federal, province or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The customer agrees to indemnify and hold harmless NPipes from any claims resulting from the use of service which damages the customer or any other party.

Sites that promote any illegal activity or present content that may be damaging to NPipes' servers, or any other server on the Internet are prohibited. Links to such material are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites
- Hate speech related activities
- Child, juvenile, animal pornography and all related activities
- Copyrighted material

NOTICE: If your account is found to contain or link to illegal activities such as described by, but not limited to these Terms of Service, NPipes reserves the right to terminate your account without further notice. No refund will be made for pre-paid terms if termination occurs following infringement of these Terms of Service, or if required by law enforcement agencies.

Traffic usage

Some server plans come with a predetermined amount of traffic allowance. Overage charges may apply, and can vary from one location to the next.

IRC

We currently do not allow IRC or IRC bots to be operated on our servers.

Server abuse

Any attempt to undermine or cause harm to a server or customer of NPipes is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account and all associated Services may be terminated without further notice or refund.

Refusal of service

We reserve the right to refuse, cancel or suspend Services, at our sole discretion, if we deem that these terms have been breached.

All sub-networks, distributive hosting sites and dedicated servers of NPipes must adhere to the policies outlined in this Terms of Service.

Service suspension and termination

Invoices are issued at least 14 days prior to the applicable due date for each active service.

A warning e-mail will be sent after the due date is passed without a payment being received and an invoice being marked as PAID.

Failure to pay within 24 hours will result in an immediate suspension of your service and a suspension notification will be sent via email.

Starting at midnight (EST) of the 3rd day after the due date, unpaid services will be terminated.

NPipes does not guarantee that your service may be recuperated after termination and may not be held liable for loss of data, licensing rights, promotional prices or conditions, as well as any attached devices or secondary IP addresses following service termination.

Money back guarantee & refund policy

We offer a 10 day Money back policy for undelivered servers. This does not apply to purchases made with a discount of 25% or more. These purchases are final, and non refundable.

Refunds: If client has retained the services for longer than one month and has pre-paid NPipes for such services, refunds will not be issued for any unused portion of the lease, as your purchase benefits from a long-term rebate. Therefore, if a client's account is cancelled at any point during a 3 month, 6 month or one-year term, the client will not be entitled to a refund for the months remaining.

General refund guidelines

We will not refund or credit under the following circumstances:

- Geo-location or mistake in location
- Failing to ask a question on the nature of our services, or a particular spec or configuration.
- Account termination or suspension due to non-following of our Terms of Service.
- Account termination or suspension due to any kind of illegal activity.

- Service termination or suspension due to non-payment, or late payment of any services, licenses, or add-ons attached to said services
- Already given credits
- Changing your mind
- Funds added to the account

We reserve the final decision on refunds, based on the situation and reason for cancellation. The general rule is, if there is an issue on a server, our staff will dedicate themselves to fixing it. Any delays that prevent our customer from using their server will be credited, and issues that we are simply unable to solve will be refunded. It is important to note that refund requests based on information that was included in the terms of service or clearly available on our website will always be refused. For example, if a customer has purchased a geo-located server in lieu of a physically located server. Please issue a request to our support staff before making such a purchase.

About datacenter locations

While most of our announced locations are where the datacenters are, NPipes reserves the right to setup a server in a location nearby (in the same country), generally just outside of the city boundaries. You may obtain the exact datacenter location upfront by contacting our support team.

Account deactivations

Any account deactivated due to non-payment will require a reactivation fee of \$25.00 USD prior to reactivation.

Cancellation requests and refunds

We DO NOT refund partial cost of your services. We require a 7-days notification prior to an invoice's due date for cancelling a service. No refund can be issued for incomplete billing cycles, even if a cancellation request is issued prior to the 7-days period. Following the 7-days period, the previously generated invoice will have to be paid before issuing a cancellation request. The server will then be cancelled on the following due date.

Refusal of service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

Limitation of liability

NPipes shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from NPipes ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, NPipes shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of NPipes ' servers. All damages shall be limited to the immediate termination of service.

Violations

Violations of these Acceptable Use Policies should be forwarded to abuse@npipes.net. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation or termination.

Disclaimer

As our hosting services are solely self-managed, the customer is fully responsible for data backup. NPipes cannot be held liable for system down times, network or hardware failures or data loss, nor can NPipes be held accountable for any loss on projected income due to system down times, network or hardware failures or data loss. Certain services provided by NPipes are resold. Thus, certain equipment, routing, software and programming provided by NPipes are not directly owned or written by NPipes. Moreover, NPipes holds no responsibility for the use of our client accounts. Failure to comply with any terms or conditions may result in the automatic deactivation or termination of the responsible account. We reserve the right to remove any account, without advance notice for any reason without restitution, as NPipes sees fit.

Account activation

By activating your account with NPipes, you agree to the above policies and conditions. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer, and a copy of your acceptance is forwarded along with your activation request to be maintained with your account information.

NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. We may however advise you by e-mail or phone prior to taking any action to provide you with an opportunity to resolve the issue, at our own discretion.

Server uptime guarantee

NPipes guarantees 99.98% service (http, ftp, pop, imap, smtp) uptime in Tier 1 locations only. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of the excess downtime, as per our Service Level Agreement. These claims need to be requested within 14 days.

NPipes reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification. We will not however increase active account plans without reasonable justification, and a 30 day warning will be provided for all such price increases.