

GENERAL TERMS AND CONDITIONS

The use of services from Purple Umbrella Web Studio constitutes agreement to these Terms & Conditions. In this document, "Purple Umbrella Web Studio" refers to its members, employees, suppliers, associates, additional domain names used for business, subsidiaries, sister companies, and any other connected business operations.

HOW WE DO BUSINESS

Payment for web services is required in full—one hundred percent (100%)—before any work on your website will begin. Domain registrations must also be paid in advance for a minimum of one (1) year before we proceed with registration. Please note that domains such as .com, .org, and .info are priced in US Dollars (USD), and pricing may fluctuate with the exchange rate.

Web Design Customers Only:

You may request structural changes to your design within five (5) calendar days after we notify you via email that your site is live. Requests for changes after this five (5) day period may incur additional charges. Within the same five (5) day period, you must send a confirmation email to state that you are satisfied with your website.

If you decide not to proceed with your order after making payment, you may request a refund. Refunds will be processed and paid within sixty (60) calendar days of receiving your written cancellation request.

If you have ordered a new website, you must provide all required content (such as images, text, and graphics) within sixty (60) calendar days. If you fail to do so, a rescheduling fee of one thousand Rand (R1,000) will be charged, and your project will be placed at the back of our production queue. After rescheduling, you will have an additional thirty (30) calendar days to submit your content. If we still do not receive the content, your project will be permanently cancelled, and all fees paid will be forfeited.

Our lead designer runs a fully booked schedule, and we cannot allow delays or disruptions to our workflow.

If payment for services rendered is not received within thirty (30) calendar days, your website and hosting account will be permanently deleted. You will forfeit your deposit, and your domain name will become the legal property of Purple Umbrella Web Studio. No domain transfers will be allowed until your account is settled.

Promotional Pricing:

Promotional fees are only valid for the first two (2) calendar months after payment. If content is delayed and a rescheduling fee is paid, the promotion may be extended by one (1) additional calendar month. If the project is further delayed, the client will be billed the difference between the promotional rate and the full standard rate for the website. Clients will also remain liable for monthly hosting fees during this time.

EMAILS

If you choose not to use your cPanel to create or manage your email accounts, please send us a list of email addresses you would like created. You may request the creation, deletion, or password changes for any number of email accounts at any time during your hosting period.

Outgoing email is limited per hour to prevent abuse unless a higher limit is specifically requested. Spamming or unsolicited bulk emailing is strictly prohibited. Accounts that violate this policy will be suspended and may not be reactivated.

Our email services support both POP and IMAP protocols. You may also access your email via webmail at:

<http://YourDomainName/webmail>

All invoices must be paid by the due date indicated. Hosting, radio, or other digital services that fall into arrears will be suspended five (5) calendar days after the payment due date. We will make every effort to contact you before suspension. Suspended accounts will only be reactivated after full payment is received. A reactivation fee of up to two hundred Rand (R200) or twenty US Dollars (\$20) may apply.

You may select to pay monthly, quarterly, semi-annually, or annually. Monthly accounts will be suspended five (5) calendar days after a missed payment, and a late fee will apply.

Note: If you use Gmail or similar email services, there may be delivery issues. Always request a read receipt for important emails. Google or third-party DNS blacklisting may affect delivery.

All invoices will be delivered via email. Paper invoices will not be issued.

CORRESPONDENCE

You are responsible for ensuring that we always have a valid email address and up-to-date contact information for your domain registration. All official communication from Purple Umbrella Web Studio will be sent via email. If an email does not bounce back, we will assume it was delivered. If your mail server is down, we will attempt to contact you via Whatsapp.

CONTRACT PERIOD

Unless otherwise agreed in writing, all service contracts are on a month-to-month basis. You may cancel your service at any time, provided your account is fully paid. Domain-related services require a minimum notice period of thirty (30) calendar days.

Your cancellation request will take effect immediately upon receipt, provided there are no outstanding invoices. If there is an unpaid balance, your account will continue to be billed until the outstanding payment is received and a valid cancellation request is resubmitted and accepted.

A thirty percent (30%) monthly interest fee will be charged on overdue accounts. Domain names will not be released for transfer until the full account balance has been settled.

IMPORTANT: When you email a YES or formal cancellation notice, all data on our servers—emails, website files, and backups—will be permanently deleted. Please ensure you download backups of all required data before requesting cancellation. Although we do perform routine backups, the final responsibility for data storage and recovery lies with you.

We may require verification of your identity before processing a cancellation request. This may include a confirmation phone call.

Your domain will be suspended or deleted as of the date and time of your YES email. If you have outstanding invoices, your domain transfer will be denied until the balance is paid in full.

SERVICE ABUSE AND SPAM POLICY

We reserve the right to terminate any hosting account that abuses our resources. Examples of prohibited activity include, but are not limited to:

- Spamming or sending unsolicited bulk emails
- Running file storage or unauthorized email services
- Scripts consuming more than twenty percent (20%) of system resources
- Hosting offensive or illegal material
- Hosting adult or pornographic content
- Proxy scripts or tools used for hacking or brute force
- Fraudulent websites or scams
- Sites containing large archives or high download volumes
- Hosting content linked to warez or piracy
- File dumps, mirror services, or high-risk games
- Promotion of illegal drug sales without permits
- Hosting automated advertising services without permission

We reserve the right to refuse or terminate service to anyone at our sole discretion.

WEBSITE HOSTING

We may migrate your hosting account between servers without prior notice in order to maintain maximum uptime and performance. You will be notified after the migration is completed.

The following content is strictly prohibited on our servers:

- Publicly accessible explicit adult material
 - Backup files exceeding sixteen gigabytes (16 GB)
 - Any form of spam or phishing content
 - Copyrighted videos, music, or games
 - Proxy servers or anonymizers
 - Mass mailing software or spamming tools
 - Investment or Ponzi schemes
 - Software that facilitates illegal downloads
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PRIVACY POLICY

Your personal information will never be shared with any third party unless required by law. If disclosure is legally mandated, you will be notified as soon as possible.

CANCELLATIONS AND REFUNDS

Purple Umbrella Web Studio may cancel your service at any time. In such cases, a prorated refund will be issued. Refunds will not be provided if you are found to be in violation of these Terms & Conditions. Whether or not a refund is issued remains at the discretion of our administrative team.

We ask that customers remain respectful when dealing with technical issues. In all cases to date, reported issues were found to be client-side problems. Rude or abusive behaviour may result in delays, service suspension, or permanent account termination.

You may cancel your account at any time, provided your account is up to date. All cancellations are processed within thirty (30) minutes of receiving your request. We do not accept future-dated cancellations. Please submit your cancellation request on the day you would like your services terminated.

Once a cancellation is processed, all data associated with the account—emails, databases, files—will be permanently deleted from our servers. This action is irreversible.

HARDWARE AND SOFTWARE

Hardware:

We offer a carry-in warranty only. All hardware is security marked and sealed. Only devices that have not been tampered with are eligible for warranty support.

Software:

Any software installed by you or via Softaculous is not covered under warranty unless we provide it as part of a written agreement.

Server Hardware:

Covered for as long as your account remains active with us.

RADIO SERVICES

You are free to broadcast any content of your choosing. We do not monitor your licensing or content. You are responsible for obtaining any necessary legal permissions or licenses for your broadcasts.

DISCLAIMER

Purple Umbrella Web Studio shall not be held liable for any damages, including data loss, interruptions, or delays in service. While we maintain routine backups, we cannot guarantee full data recovery in the event of system failure.

No warranties, either expressed or implied, are provided. By signing up for our services, you acknowledge and agree to these terms unless you have a written contract stating otherwise. These Terms & Conditions are subject to change without notice. We encourage you to review them periodically.

GDPR-READY PRIVACY POLICY

At Purple Umbrella Web Studio, we are committed to protecting your privacy and complying with the General Data Protection Regulation (GDPR). This section outlines how we collect, use, and safeguard your personal data when you interact with our services.

What Information We Collect:

We may collect the following personal information:

- Full name
- Email address
- Billing address
- Phone number
- Domain registration details
- Website usage data
- Any other information you choose to provide to us

How We Use Your Information:

We use your personal information to:

- Provide the services you request
- Communicate with you regarding your account or services
- Send invoices and billing reminders
- Respond to your queries or support requests
- Comply with legal obligations

How We Protect Your Data:

We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, loss, or misuse.

Data Sharing:

We do not sell or share your personal data with any third parties, except where required by law or in the case of a legal request from a certified law enforcement authority.

Your Rights Under GDPR:

You have the right to:

- Request access to your personal data
- Correct any inaccurate or incomplete data
- Request deletion of your data
- Object to or restrict the processing of your data
- Withdraw your consent at any time

To exercise any of your rights or to request more information about how your data is handled, please contact us at [**support@purpleumbrella.co.za**](mailto:support@purpleumbrella.co.za).

Should you have any questions, feel free to contact us.

