# **Service Terms and Conditions**

The Provider’s Services are provided on the terms and conditions stated below:

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1. **Customer account**

1.1. When registering on the Provider’s website, the Customer is required to enter truthful and concrete information about themselves, including contact information. The Customer is responsible for ensuring that the e-mail address and mobile phone number provided at the time of registration are active. For the purpose of registration, the Customer is required to provide an e-mail address from the domain not serviced by the Provider. To contact the Customer on Service-related matters, the Provider will send messages via e-mail and text messaging services (SMS, Viber, Telegram and other) to the Customer’s mobile phone number.

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1. **List of unacceptable materials for Service-related purposes**

2.1. All Services offered by the Provider must be used only for lawful purposes and must not contradict Ukrainian law and international legislative acts.

2.2. The Customer cannot post electronic (digital) information in violation of copyright and (or) related rights or other intellectual property rights of third parties. It includes, but is not limited to, unlawful dissemination of music, books, photographs, magazines or any other copyrighted works. Any attempt at sale of pirated works will result in the immediate blocking of your account. Any account found to be involved in a copyright violation will be fully or partially blocked. Any account found to be involved in repeated copyright violations will be blocked and/or deleted from our hosting server.

2.3. You are prohibited from using virtual hosting accounts to store backup copies or as data storage.

2.4. The following materials are unacceptable:

2.4.1. Warez, crack resources

2.4.2. Websites that sell accounts (social media, online games, Skype, PayPal, mail accounts, etc.)

2.4.3. Websites hosting Counter-Strike, Half-Life, Lineage, World of Warcraft or any other games (that includes all video games regardless of title, type and genre).

2.4.4. Archives of pirated films, music, books, TV and computer programs (even if video or music files are hosted on other servers)

2.4.5. Websites offering financial pyramid schemes, websites devoted to MMM, “mutual assistance” websites, websites advertising financial pyramid schemes

2.4.6. HYIP (high-yield investment program) websites, websites advertising HYIPs, websites offering HYIP ratings

2.4.7. Websites and forums catering to hackers

2.4.8. Torrent trackers

2.4.9. Social media applications

2.4.10. Websites selling or advertising smoking mixtures, narcotic substances and marijuana seeds

2.4.11. Online pharmacies, websites selling or advertising medicinal products

2.4.12. Online casinos and bookmaking websites

2.4.13. Websites advertising illicit activity

2.4.14. Phishing websites

2.4.15. Websites of political parties and political movements, and any other websites related to politics or containing political information

2.4.16. Pornographic websites, webcam sites, escort service websites

2.4.17. Card sharing websites

2.4.18. Automatic payout services

2.4.19. Proxy sites and anonymizers

2.4.20. Network scanners

2.4.21. Password hacking software, keyloggers

2.4.22. Spam mailing scripts

2.4.23. File exchangers, image file exchangers and the like

2.4.24. Sales of any licensed goods, works or services without the appropriate license. The Provider may ask the Customer at any time to provide a copy of license confirming legality of conducting activity for which a license is required by law. Failure to provide a copy of the said license by the deadline stated in the Provider’s request or nonconformity of the licensee with information provided by the Customer at the time of registration may result in denial of service to the Customer.

2.4.25. Lotteries and gambling websites

2.4.26. Crawl and indexer scripts downloading information from third party websites

2.4.27. Currency and cryptocurrency exchange websites

2.4.28. Public information resources

2.4.29. Websites, webpages or domain names involved in ongoing (unresolved) complaints or any (including legal) disputes

2.5. The Provider reserves the right to deny Services, fully or partially, at any time; in particular, the Provider may block domain names without the Customer’s consent, if the Customer’s website contains materials that are, in the Provider’s opinion, indecent, threatening or tarnishing the honor, dignity and business reputation of a person, and also, materials containing libeling information, materials propagating enmity, violence, aggression, racism and separatism, and/or materials violating these Service Terms and Conditions.

2.6. The Customer bears full responsibility for all actions conducted via their Service Control Panels, including the instances when the login and password for the Service Control Panel became known to third parties or when unauthorized access to the website took place because of the vulnerable program code. The Customer must upgrade their website to the latest software version and use complex passwords hard to hack into, and also, use all available protection systems allowing to prevent unauthorized use of your login and password, such as: restricting the access to FTP from certain IP addresses, using two-factor authentication with one-time passwords. Upon discovery of unauthorized access to the Customer’s account, the Provider may restrict the access to it until the Customer takes the appropriate action.

1. **Spamming**

3.1. If the Customer sends unsolicited messages (spam) to large numbers of recipients, the Customer’s account will be immediately blocked with or without prior notice. Websites advertised using spam cannot be hosted by our servers. Any account, the activity on which produces an IP address belonging to the IP address space of our company, will be blacklisted and immediately blocked.

1. **Viruses**

4.1. If the Provider’s personnel detect a virus in the Customer’s account, the Provider will notify the Customer about the detected viruses, shell scripts or other malware and request to take action as soon as possible to remove viruses from their account. If the Customer fails to respond or inadequately responds to the said notice, the Provider may block the sources of these viruses.

4.2. The Customer bears full responsibility for all actions conducted on their accounts, including the instances of infection with viruses, shell scripts and other kinds of malware, and in particular, when the account login and password became known to third parties.

1. **Using resources**

The Customer cannot:

5.1. use more than 25% of system resources during more than 90 seconds

5.2. use more than 100 processor minutes per day

5.3. launch processes that perform the function of a server

5.4. launch search indexers of any types on virtual hosting services, with the exception of search systems indexing the Customer’s websites only

5.5. launch software that interacts with torrent trackers

5.6. launch game servers, such as Counter-Strike, Half-Life, Lineage and the like

5.7. participate in file exchange networks

5.8. perform cron tasks with an interval shorter than 15 minutes

5.9. fulfil SQL requests working longer than 15 seconds; MySQL tables must use correct indexes

5.10. create MySQL databases more than 2 GB in volume or containing more than 1000 tables; the total volume of all of the Customer’s databases cannot exceed 3 GB

5.11. Connection to a MySQL server from a server other than virtual hosting server is permitted only to service databases.

5.12. To increase effectiveness, the Customer must not turn off on the control panel the processing of static files using Nginx.

5.13. The volume of updates made by the Customer’s databases cannot exceed 500 MB per day, calculated based on the volume of data recorded in MySQL binary log.

5.14. store more than 1 Gb of emails in one mailbox

5.15. store emails whose total volume exceeds the disk space allocated to host the website.

1. **Limitations on service use**

6.1. Resources on which no limits are set or which are described in the rate plan as “unlimited” are created to make sure that the Customer would not worry about the sudden discontinuation of Service because the limit was exceeded, such as, for example, shutdown of a database or a mailbox because the space in the rate plan ran out.

However, resources of servers and Internet channels technically cannot be limitless, and therefore, the Provider requires the Customer to use the Provider’s resources bearing in mind that other customers of the Provider need these resources as well, and that these customers also must be enabled to use them on an equal footing with the Customer.

In order to prevent excessive use of resources by the Customer, the Provider reserves the right to limit the use by the Customer of all or certain resources.

6.2. The limits on resources are calculated based on the consumption statistics. These statistics are different in different months, but one rule remains mostly constant: 99.95% of our customers consume acceptable volume of resources. The remaining 0.05% of customers receive an automatic notice from the Provider to their contact e-mail address, requesting them to reduce consumption of resources within 48 hours.

6.3. If the Customer is unable to reduce consumption of resources within 48 hours after receiving a Provider’s notice with the request to reduce consumption of server or Internet channel resources, or if the Customer systematically exceeds the limit on consumption of resources, the Provider reserves the right to suspend Services or unilaterally terminate Service Agreement.

1. **Limitations on use of a file system**

7.1. If a virtual hosting account contains more than 200,000 inodes (the inode is an object of a file system, which contains information about the file, directory and so on. Every file, such as webpage, image or email message in your account, uses one inode), the Customer will be requested to reduce the number of inodes. If the Customer fails to take action to reduce the number of inodes, the Provider may block the Customer’s virtual hosting account.

7.2. The backup copying service is not available for virtual hosting accounts, dedicated servers with administration service and VPS servers containing more than 200,000 inodes or having the volume that exceeds 10 GB.

7.3. The Provider places limits on making data backup copies in the form of archive, if their size exceeds 3 GB. If the Customer creates backup archives with the total volume of more than 10 GB per month, the Provider reserves the right to deny further archiving of files while enabling continuing access by the Customer to backup files for FTP downloading.

1. **Rights and obligations of a website owner receiving from the Provider a copy of the statement demanding to stop violations committed by the website owner, and legal consequences of the website owner’s failure to take actions required by the Law of Ukraine on Copyright and Related Rights**

8.1. The Customer must take the following actions within 24 hours after receiving from the Provider a copy of the statement by a third party (the “complainant”) demanding to stop violation of copyright, related or other intellectual property rights, or a copy of the statement by the rights holder or their authorized representative demanding to stop violations in the sphere of online sales (e-commerce):

8.1.1. The Customer may dismiss the statement demanding to stop violations, if:

* the Customer has legal right to use electronic (digital) information mentioned in the statement, has duly notified the complainant about it and provided sufficient information about themselves to file a lawsuit (full name or company name, residence (registration) or office address, e-mail address of the website owner and, for legal entities, the EDRPOU code or information about the legal entity’s registration in the country of its domicile);
* the Customer is not the owner of the website mentioned in the statement, and the owner of that website does not respond to the Customer’s notice of copyright violation (in which case, the webpage or website must be blocked by the Customer or the Provider);
* the statement demanding to stop violations is not conformant with requirements of Article 52-1 of the Law of Ukraine on Copyright and Related Rights, and the Customer has notified the complainant about it in accordance with the part 5 of the aforementioned Article.

8.1.2. If the circumstances mentioned in subparagraph 8.1.1 hereof do not apply, the website owner must immediately (within 24 hours after receiving the statement demanding to stop violations) disable the access to electronic (digital) information mentioned in the statement. Afterwards, the website owner must duly notify the Provider about the actions taken in this regard.

8.2. If the Customer fails to take actions required by paragraph 8.1 hereof within 24 hours after receiving the statement demanding to stop violations, the Provider will block themselves the access to electronic (digital) information mentioned in the statement demanding to stop violations.

8.3. After receiving information from the Provider about measures taken by the latter, the Customer may send the Provider a notice of denial on the grounds and in the form set forth in Article 52-1 of the Law of Ukraine on Copyright and Related Rights (the “Law”), demanding restoration of access to electronic (digital) information. If the said notice is conformant with requirements of the Law, the Provider must immediately (within 48 hours after receiving the notice) send a copy of the notice to the complainant. If the said notice is not conformant with requirements of the Law to notices of denial, the Provider will inform the website owner about it.

8.4. The Provider will restore access to electronic (digital) information on the tenth business day after sending a copy of the notice of denial to the complainant, unless the complainant provides, within the same timeframe, a proof of legal action taken to protect the complainant’s rights to the object(s) of copyright and (or) related rights to electronic (digital) information mentioned in the statement demanding to stop violations.