Terms of Service Agreement HOSTING.PLACE

Company HOSTING PLACE LLC, registered in the State Register of Legal Entities of the Republic of Armenia under the number 364.110.11238205 with actual address 81 Yerznkyan St, Yerevan, Armenia, puts on its page the following Public Offer Contract for individuals and legal entities.

Contents

1. Key Concepts, Terms, and Definitions

1.1. Service is a service or work rendered (performed) by the Company in accordance with this Contract;

1.2. Billing system is an automated system of accounting, billing, and invoicing of the Services rendered. The billing system of the Company is located at: https://my.hosting.place;

1.3. Ticket system is a system of communication between the Company and the Customer via the Company's billing system;

1.4. Host machine/node is a platform hosting some number of virtual machines (VPS);

1.5. Data Center is a facility for server and communication equipment and connection to Internet channels; also understood as a third-party Company rendering the services to the Company;

1.6. Operating system (OS) is a set of control and processing software that acts as an interface between a computer system's devices and application programs, and is designed to manage devices, control computing processes, effectively allocate computing resources among computing processes, and arrange reliable computations;

1.7. Software is a set of information processing system programs and software documents required for the operation of these programs;

1.8. Control panel is a software for remote web server management via a web browser;

1.9. Domain is a text record on the DNS server that provides access to the desired resources through addressing;

1.10. Traffic is a volume of data transmitted on the Internet within a certain time frame;

1.11. Server is a hardware that is dedicated and/or designated for running service software;

1.12. Virtual Private Server/Virtual Dedicated Server (VPS/VDS) is a type of hosting, where a physical machine is divided into

several so-called virtual dedicated servers to be leased by the Customer;

1.13. Company is a legal entity that renders services under this Contract;

1.14. Customer is a user (an individual entity) renting a virtual server under the procedure described in Section 2 hereof;

1.15. Additional user is an authorized representative of the Customer and their agent who has full or limited access to the billing system. By creating an additional user, the Customer releases the Company of responsibility for the actions of this individual.

1.16. Home page is the Company's home page at my.hosting.place;

1.17. Suspended Server is a state of a virtual server when it cannot perform the tasks assigned but keeps all the data up to date;

1.18. Personal data is the data on an individual received by the Company in connection with rendering the services under this Contract;

1.19. ARIN is an organization that manages IP address space for the USA;

1.20. DoS, DDoS is an attack meant to disrupt the computer system.

2. Subject Matter of the Contract

2.1. The Contract relates to the virtual server rental services provided by the Company, which includes providing the Customer with virtual server resources for hosting and ensuring information exchange with the internet, as well as placing the Customer's information on the virtual server. This agreement outlines the terms and conditions for the use and provision of the services. The customer agrees to pay for the services as outlined in this contract.

3. Peculiarities of the Company's Services

3.1. When rendering the services described in Clause 2.1 to the Customer, the Company monitors the operability of the equipment hosting the virtual server and ensures high quality of its operation. The Customer monitors the performance of the virtual server.

3.2. The services described in Sections 2 and 3 hereof shall be rendered by the Company. The terms and conditions of this Contract shall apply to Customers with residence or business location in the Armenia, EU and to Customers with residence or business location outside the Armenia or the EU member state. The terms and conditions of this Contract are relevant for all packages/tariffs and countries where these services are rendered.

3.2.1. The agents authorized by the Company are not service providers and cannot be held responsible for its quality. The Customer may send their complaints about the technical support or customer service of the Company to sales@hosting.place

3.3. Registration and payment for the Customer's personal account follow the procedure provided for in Sections 5, 6, and 7 hereof in the Company's billing system at https://my.hosting.place and means that the Customer has read and fully agreed with all the terms and conditions of the Contract.

3.4. This Contract regulates the relationship between HOSTING PLACE LLC (hereinafter referred to as the "Company") and the Customer of the Company (hereinafter referred to as the "Customer").

4. Area of Responsibility

4.1. The Company shall ensure the performance of host machines (VPS) and the Data Center network (up to border routers).

 4.2. The choice of configuration, OS failures, and VPS operability is fully the Customer's responsibility.

5. Registration Procedure

5.1. In case the Customer wishes to receive services described in Sections 2 and 3 hereof, they shall register with the Company's billing system. The following information must be specified when registering:

5.1.1. the Customer's name and surname;

5.1.2. the Customer's e-mail address;

5.1.3. the Customer's telephone number;

5.2. The information specified in Clause 5.1 must be reliable. The Customer must be ready for this information to be verified by telephone or via the Company's ticket system. Otherwise, the Company shall be entitled to refuse to render its services to the Customer.

5.3. After registration, the Customer will receive an email with all the required technical data in the order stipulated in Clause 5.1 hereof.

5.4. The registration period is unlimited. After the registration, the Customer can pay for the ordered services at any time, but the payment will be made in accordance with the current tariffs available on the Company's website my.hosting.place

5.5. If the Company cannot render the service described in Sections 2 and 3 hereof due to technical, emergency, or other

objective reasons, the Customer will receive a refund in accordance with the terms of this Contract..

5.6. If registration fails due to a mismatch of the Customer's information or for other reasons, the Company may offer the Customer to provide documents confirming their identity.

5.6.1. In case of providing knowingly false data, IP or telephone number mismatch with the specified location of the Customer, a scanned copy of the apartment utility bill / telephone bill bearing a stamp of payment and indicating the subscriber's address, name, and surname can serve as a confirming document.

5.7. The registration described in this Section means the Customer's consent (acceptance) to the conclusion of this Contract on the terms and conditions outlined herein.

5.8. By accepting this Contract, the Customer confirms their consent to the processing of Customer information by the Company on the terms and in the manner described in the respective agreement.

5.9. The Customer may withhold their consent to the processing of the information specified in the Contract or withdraw the consent previously given, which must be applied for in accordance with the terms and conditions of this Contract.

5.10. All services attached to the Customer's account belong to the person in whose name the account is registered.

5.11. Services shall always be paid for by the person in whose name the account is registered. In case the services are paid for by a third party, the account owner must announce such payment in advance.

5.12. The Customer shall be solely liable for any obligations and guarantees that may arise from transactions and other relationships with third parties. The Company has no responsibility for the outcomes of the Customer's activities.

5.13. Payment by a third party must be confirmed by the fact that the third party has paid on behalf of the Customer in whose name the account is registered.

6. Servicing Procedure and Payment

6.1. The Customer shall pay for the services using the Company's billing system, except for manual payments. Manual payments are payments made via bank for the Company's invoice..

6.2. All services under this Contract are rendered only after the payment conditions described in this Section are fulfilled. The Company does not provide any trial period.

6.3. After the Customer has made the automatic payment specified in Clause 6.1, the billing system of the Company records the fact of payment.

6.4. The renewal invoice issued by the billing system must be paid not later than the date indicated in the invoice. Otherwise, the server will be blocked automatically within twenty-four (24) hours after the payment period expires.

6.5. The VPS data is stored for fourteen (14) days after blocking. Backup server data is deleted along with the service. After this period, data recovery is impossible.

6.6. In the case specified in Clause 6.4 hereof, the service will be unblocked within twenty-four (24) hours after receipt of full payment for the service. We recommend that the Customer submit a ticket in the ticket system (i.e., to inform the Customer Service Department of the Company) after payment is made..

6.7. In case of the event described in Clause 6.4, the Customer must pay for the service, including the period when the service was blocked.

6.8. The server is activated for up to one (1) hour in case of a standard order (without software configuration) and/or in case of using the FASTPANEL control panel. Otherwise, the activation may take up to forty-eight (48) hours. After activating the virtual server, a link will be sent to the Customer's e-mail address to get access.

6.9. The monthly payment period is thirty (30) calendar days.

6.10. The Customer shall pay the Company's invoices timely. The Customer shall notify the Company if they have not received the invoice.

6.11. In case the Customer has a debt, the Company shall be entitled to transfer the debt claim against the Customer to a third party. In this case, the Customer shall pay not only the debt for the used services according to the tariff but also the expenses associated with the debt claim.

6.12. The Company does not render services under the crediting principle.

6.13. In case the Customer makes claims for payment, which they can file against the Company within one (1) year from the moment when they learned or should have learned about the grounds for the claim, they must promptly pay for those services that they do not dispute.

6.14. In case the Customer requests a chargeback from the electronic payment aggregator by themselves or via third parties, the Customer shall be charged a fine of $50. The Customer undertakes to settle any payment disagreements directly with the Company.

6.15. The Customer is fully responsible for the consequences that may arise from the payment by third parties of the services

ordered by the Customer. In case after payment by third parties, there was a chargeback request from them, the Company shall also charge a fine from the Customer.

6.16. Renewal of VPS for the incomplete reporting period (by days) is performed at double tariff.

7. Customer Refunds

7.1. The Customer shall be entitled to return their money for unused services in accordance with Clause 7.4 hereof. This money is credited to the Customer's account in the Company's billing system and may be spent on any other services of the Company, be transferred to another Customer's account, or be returned to the Customer, except when paying via the BitPay and CoinGate payment system. Refunds are made:

7.1.1. To a debit card or PayPal account, provided that the invoice was paid using a bank card or PayPal;

7.1.2. To the Customer's bank (settlement) account.

7.2. Refunds specified in Clause 7.1 are made within thirty (30) calendar days.

7.3. To get a refund, the Customer must file an application to the Customer Service Department via the ticket system.

7.4. The Customer will get only the unused amount they actually paid. Refunds are made only for the main service, such as VPS lease.

7.5. Installation, control panels, prepayment, and installation fees for IP addresses and DNS service, domain names, control panels, and other services not related to the main services are not refundable.

7.6. Refunds stipulated by Clauses 7.1 and 7.4 hereof shall be made only for full unused payment periods.

7.7. When refunding to WebMoney, credit card, or PayPal, a 7% commission is withheld. When refunding to the Customer's bank account, the 7% commission, as well as the payment order fee which depends on the country of the Customer's bank, is withheld.

7.8. If any damage was inflicted on the Company through the fault of the Customer receiving the refund (disconnection of servers or networks, IPs getting blacklisted, etc.), the Customer shall compensate for this damage from the refund amount during out-of-court or court proceedings.

7.9. The cost of an electronic payment processing service is nonrefundable and is deducted from the total refund amount.

8. The Customer's Rights and Obligations

8.1. Reselling the services of the Company is prohibited.

8.2. After the Customer has registered and has been granted full access to the server, they become responsible for the use of the server under the terms and conditions outlined in this Contract. The Customer undertakes to keep in a safe place the personal account access details, including for additional users, passwords to the server, and other services and also undertakes to inform the Company in case of its loss.

8.3. The Customer shall be entitled to install and use any Software on their VPS if it does not violate Section 11 hereof, is legal and does not violate any applicable copyright or relevant legislation of the USA and the EU, as well as the ethics and moral standards.

8.4. The Customer is responsible for the legitimate installation and use of the licensed commercial software, including the software installation by the Company's technical support staff at the Customer's request.

8.5. The Customer shall timely and legally terminate the use of licensed commercial software without the appropriate licenses. If the Software installed on the server is used in violation of copyright and/or associated rights, it must be removed from the server.

8.6. The Customer is also obliged to ensure that all content they post (including links to content), the software they use, the content posted on the server, do not violate the effective copyright or related rights under the legislation of the country of their location as well as other regulations, ethics and moral standards.

8.7. When exercising their rights outlined in Clause 8.3, the Customer is fully responsible for their cynical or other inappropriate public statements on their VPS and actions against the Company or other users, contrary to the customary moral and ethical standards.

8.8. The Customer shall not use nonexistent return e-mail addresses, mailbombing, e-mail spamming, spamming in forums, guest books, and similar online services.

8.9. If the Customer commits violations described in Clauses 8.4–8.8 hereof, the Company shall be entitled to block the VPS of the Customer in accordance with Clause 8.11 hereof.

8.10. All questions about the performance of the Customer's server are accepted only via the Company's ticket system. Always provide all the required information when submitting a ticket. The Customer and the Company acknowledge the binding force of correspondence (including within the ticket system) as well as the information and documents forwarded.

8.11. In case the Customer fails to take action on the complaint received, the Company and the Company's Data Center

reserve their right to block the Customer without further notice.

8.12. The Customer is financially responsible for inflicting damage on the Company if they misuse settings, which results in the Data Center equipment failure. The Customer shall compensate for such damage in full during pre-trial or court proceedings.

8.13. It is prohibited for the Customer to perform unauthorized connection of additional IP addresses to the server, which were not allocated during server activation or additionally activated. Otherwise, the Company automatically blocks the server and informs the Customer thereof via the ticket system.

8.14. The Customer may not build their own DNS services or park domains using the Company's DNS service. Cybersquatting is prohibited.

8.15. Reselling the DNS service from the Company in any form (both with direct password transfer and via API) is forbidden.

8.16. It is forbidden to use the DNS service from the Company for directing to illegal sites which violate effective copyright and related rights under the legislation of the USA and the EU, as well as the ethics and moral standards.

8.17. The number of domains hosted on the Company's DNS servers for one account is limited to 100. This limit may be increased up to 300 domains for one account, subject to the provision of a justified technical need by the Customer.

9. The Company's Rights and Obligations

9.1. The Company shall render its services in accordance with this Contract. This Contract shall be amended in the manner provided for in Section 18 "Amendment and Repudiation."

9.2. The Company undertakes to maintain the proper quality of host machines and nodes, to eliminate all malfunctions as soon as possible as well as to respond to Customers' complaints and fault signals and to eliminate them timely.

9.3. The Company is not responsible to the Customer for any unlawful actions of third parties, which may result in disclosure of confidential information of the Customer or other actions that entail damage to the Company's equipment, theft and/or damage to the Customer's information. The Company is not responsible for any failure of access to services due to the fault of third parties (for example, Internet providers), but the Company takes all required and possible measures to eliminate the adverse consequences of such events.

9.4. The Company shall be entitled to cease the operation of the Customers' services and servers due to DDoS or other network attacks, for scheduled maintenance, or in case of force majeure.

9.5. The Company is responsible for the speed of access to the Customer's resources and the availability of the Customer's resources only within the Company's Data Center.

9.6. The Company is not responsible for the performance of the software installed by the Customer in accordance with Clause 8.3 hereof on the Company's servers, including the software purchased via the Company's billing system.

9.7. The Company disclaims any responsibility for decisions concerning the Customer if the Customer violates copyright or related rights without explicit evidence of its rights (notarized documents, court decisions) for any text, graphic, video content, except for software.

9.8. As the Company's Data Center operates its own Complaint Handling Service and decides on the eligibility of complaints against the Customer, the Company shall decline any responsibility to the Customer for the Data Center's actions in processing and responding to complaints (blocking, removal) and shall be entitled to block Customer's services proactively until the violation identified by the Data Center Complaint Handling Service is eliminated. The Customer may appeal against the decisions of the Data Center Complaint Handling Service directly to the Data Center; the Company is not responsible for any unlawful decisions of the Data Center against the Customer and its consequences.

9.9. The Company reserves its right to cease rendering the VPS services immediately without warning in case of an inbound or outbound DDoS that may harm the Company's equipment (from 20,000 pps).

9.10. The Company shall be entitled to refuse further cooperation with the Customer if more than one complaint about child pornography posting on the Customer's server has been received within half a year.

9.11. The Company reserves its right to suspend all additional services (including DNS support) after the closure of all main hosting services on the Customer's account.

9.12. The communication and/or discussions between the Company's staff and the Customer through the ticket system on https://my.hosting.place/. The Company's information systems, such as e-mail, online chat, telephone, and/or IP telephone communications, are not considered protected personal data and can be used by the Company for purposes that are in compliance with legislation and ethical standards, including advertising, without seeking the Customer's consent. However, the Company will remove all details that pertain to the Customer's personal data and that can identify them through their correspondence and/or conversations.

9.13. The Company shall be entitled to access the Customer's server without the Customer's prior consent in the following cases:

- For urgent maintenance not affecting the Customer's data;

- If the Customer's server operation causes any interference with the Company's equipment.

9.14. The Customer and the Company agree that a request to the Company's technical support via the ticket system entitles the Company to access the Customer's server and perform the operations requested by the Customer or required from the Company's point of view.

9.15. The Customer agrees that the works performed by the Company employees on the Customer's server may result in partial or complete loss of the Customer's data, interruption of the Customer's server, and/or other consequences that may have an adverse effect on the operation of the Customer's resources, its business reputation, or potential benefit. The Customer agrees that the Company cannot be held liable for any kind of damage that occurs after the Company's employees have performed any work on the server. The Customer undertakes not to make any financial or other claims against the Company in this regard.

9.16. The Company reserves its right to scan the Customer's servers continuously to detect vulnerabilities and unwanted software/content potentially dangerous for the Customer and the Company, including, inter alia, detection of:

- Open server ports;

- Malware and spam activity on the server;

- DDoS and DOS activity;

- Increased load on the server and software;

- Content that is prohibited under Section 11 hereof;

- Other similar issues.

9.17. The Company shall monitor constantly the load created by the Customer's VPS. In case the Company discovers that the Customer's VPS creates an unreasonably high load on the hosting resources (nodes), especially if it leads to a noticeable deterioration of the quality of the rendered service for other customers, the Company shall be entitled to cease the operation of the Customer's server immediately. The Company shall reserve its right to cease services to the Customer and terminate this Contract due to technical inability to continue rendering the Services. The Customer and the Company agree that the Company determines the level of system resources consumption by he Customer using the Company's hardware and software.

9.18. The Company reserves its right to suspend the DNS service in case of complaints about the Customer's domains hosted on the Company's DNS servers.

10. Traffic Control

10.1. Traffic control for VPS tariff:

10.1.1. The Customer shall monitor all traffic of their VPS. The Customer can access the traffic statistics in their account in the Billing System (My Services — Service Card). If necessary, the Customer may request the Company's statistics on the traffic at any time based on the Company's metrics. The only accurate traffic statistics shall be the statistics gathered by the Company's hardware and the Data Center.

10.1.2. VPS traffic is calculated by calendar month, regardless of the date of server payment. The total amount of inbound and outbound VPS traffic is counted.

10.1.3. Internet speed for VPS: 100 Mbps. The connection speed may be reduced upon exceeding the free monthly VPS traffic limit and/or due to violating the VPS usage rules, including in case of placing high traffic generating projects on the VPS.

10.1.4. Free VPS traffic limit per month - 10 TB

10.1.5. Extra VPS traffic can be purchased at $19.90 per 1 TB on prepayment terms. The extra paid traffic is rounded up to TB, i.e., 2 TB + 100 MB = 3 TB, 2 TB + 1.1 TB = 4 TB

10.1.6. VPS reaching the threshold limit (see Clause 10.1.4) automatically confirms the Customer's consent to pay for an additional 1 TB of traffic that can be used in the current paid period.

10.1.7. In case the monthly limit of free VPS traffic is exceeded, the Internet speed is reduced to 1 Mbps. To remove the speed limit and pay for the traffic used in excess of the free limit, the Customer must contact the Customer Service. VPS connection speed cannot be restored without payment, including the next payment period.

10.1.8. The Company reserves its right to cease rendering the VPS services immediately without warning in case of an inbound or outbound DDoS that threatens the Company's equipment.

10.1.9. In case the VPS connection speed exceeds 12.5 Mbps for 5 minutes or longer, the Company shall be entitled to block the server until the reasons are clarified.

11. Restricted Content and Software

11.1. VPS may not host:

- Cryptocurrency mining software (Bitcoin, etc.), including wallets and block explorers;

- Cardsharing;

- TV streaming;

- HYIPs, including affiliate program placement, monitoring, etc.;

- Gambling software (any gambling games), including related affiliate programs;

- Pyramid schemes (or any of their characteristics, including, inter alia, steam lottery, CS:GO jackpot sites, etc.) and projects related to financial activities not having the appropriate licenses and permits;

- Pharmaceutical websites that do not have the appropriate licenses to sell medical products;

- Network scanners, proxy checkers, and similar software;

- mass emailing software, message submitters, botnets, grabbers, phishing software, and software with other purposes clearly contrary to legal online activities;

- Porn or erotic websites and links to it, porn or erotic advertisements;

- public (open) proxy, public VPN, open recursive DNS resolvers, other public services (including those with paid or private access), which can be aids for illegal online activities;

- Links to unlicensed software and content even if it is not located on the Customer's server.

- IRC services;

- Traffic distribution systems (TDS);

- Mass mailing services (aggressive email marketing, etc.). The Company reserves its right to restrict emailing from VPS;

- Any game servers;

- Torrent clients and torrent trackers (as well as other p2p file sharing tools), download clients, DC++ clients, and servers;

- Streaming projects, video and photo repositories, other high-traffic resources;

- Doorways. This is a type of search engine spam, a web page optimized for one or more search queries to get ranked in the search results for these queries and redirect visitors to another site or page;

- Doorway page generators. This is software that is designed to generate doorways;

- Any software or sites used for search engine spamming purposes;

- The Onion Router (TOR);

- Sale, advertising and minting of NFT;

- Any software related to machine learning.

11.2. Resources violating intellectual property, copyrights, and related rights of the hosting country, legislation of the USA and the EU must be removed within twenty-four (24) hours, otherwise, the server IP will be blocked by the Data Center.

11.3. VPS may not host any content intended to deceive the user (phishing) or to mislead the user (misleading information). The Company reserves its right to refuse to render further services to the Customer if it discovers that the Customer uses the Company's services to host such content and/or software.

11.4. VPS may not be used for hosting services.

12. Service Level Guarantee

12.1. The Company guarantees the monthly availability of 99% of host nodes.

12.2. Availability statistics are generated using external analyzers and are provided to customers on a separate request.

12.3. In case Clause 12.1 is violated, each full day (24 hours) of downtime of the host machine hosting the Customer's VPS shall be subject to double-amount compensation to the Customer with additional usage time for the forthcoming period.

13. Email Notification

13.1. Registration with the billing system of the Company means that the Customer agrees to receive informational emails and SMS, including offers of the Company's services.

13.2. The Customer can stop receiving notifications only in case their account is closed completely.

13.3. The Company is not responsible for the nonreceipt of important informational e-mails and SMS by the Customer due to the unreliability of these information delivery channels.

14. The essence of IPv4 Address and Subnet Allocation

14.1. IP subnets are not allocated on VPS due to IPv4 address space exhaustion. The demand for IP addresses should be agreed upon before ordering.

15. Technical Support Regulations

15.1. Technical support cannot be provided in the following cases:

- Technical issue is related to third-party services or products;

- Technical issue requires an excessive amount of time to solve;

- Technical issue requires coding, in-depth debugging, and code analysis;

- The Customer has sent an excessive number of support requests;

- Any technical or nontechnical case that is financially, technically, or physically impossible for the Company to assist with.

15.2. The Customer acknowledges that requesting assistance from technical support, they allow interference with the server of the Customer — if it is required to solve the issue.

15.3. The description of technical support :

Technical Support Services Overview	Managed tariffs
OS installation/reinstallation	+
Administrator/root password reset	+
Extra IP configuration and addition	+
Assembling software RAID array after disk replacement	+
Server hardware diagnostics	+
Scanning the server for malware	+
Adding language packs to the system	+
Setting up PHP using the control panel	+
Installing memcached	+
OpenVPN installation	+
MySQL password reset	+
Assistance in setting up DNS records	+
SSL certificate setup	+
24x7 service	+
Software installation from official repositories	+
Resolving file access rights problems	+
Task Scheduler configuration	+
Loading SQL dumps	+
FASTCARE monitoring	+
Website migration	up to 5 per month
Common CMS installation	-
Automatic installation of critical updates	-
Basic Docker operation (installing, checking container logs, restarting containers)	-
Wireguard installation	-
Hardware problem monitoring and solving on the server side	-
Firewall configuration	-
Resource monitoring	-

High-priority processing of customer requests	-
Backup configuration as required by the customer	-
Connecting a Git repository	-
Server diagnostics for a specific PHP website / Assistance in setting up existing PHP projects	-
Running the Node.js projects	-
Running the Python projects	-
Blocking unsolicited traffic	-
Redmine installation	-
Web server configuration assistance (Apache, Nginx, etc.)	-
CloudFlare connection assistance	-
MySQL installation, configuration, and troubleshooting	-
ModSecurity installation	-
Installing Node.JS, Golang, Python, Ruby for the project	-
Web development and programming	-
Code modification, debugging, and error correction of third-party applications	-

15.4. Technical support is not available to customers who render virtual hosting services via the Company's servers or resell the Company's servers.

15.5. The Company does not guarantee the full performance of servers or websites after the system administration due to the high complexity of the systems and the factors beyond the Company's control.

16. Complaint Handling Regulations

16.1. The Company reserves its right to cease rendering the VPS services immediately without warning in case of an inbound or outbound DDoS that threatens the Company's equipment (from 20,000 pps).

16.2. Copyright infringement, defamation, intellectual property theft complaints are accepted only if supporting documents or a court decision is provided.

16.3. Child pornography content (as well as any links to it, even if the content is not located on the Customer's server) must be removed within one (1) hour after the complaint is received; otherwise, the Company reserves its right to block the IP address of the server.

16.4. The maximum response time to complaints received from CERT is four (4) hours; otherwise, the Company reserves its right to block the IP address of the server.

17. Liability, Dispute Resolution

17.1. In case the Company breaches the terms and conditions of the Contract, the Customer shall be entitled to demand compensation for direct property damage inflicted on them through such breach.

17.2. In case the Customer breaches the terms stated in Clauses 8.4, 8.5, and 8.9 of the Contract, the Company shall be entitled to demand compensation for direct property damage inflicted in it through this breach.

17.3. Breach of obligations due to force majeure is considered excusable and shall not entail any liability.

17.4. Force majeure shall mean such unforeseen circumstances beyond the parties' control, which occur after the Contract conclusion by the parties (war, earthquake, flood, fire, hurricane, authorities' bans, strike, riots, etc.) and makes the performance of this Contract impossible, in whole or in part.

17.5. The parties shall postpone the deadline for fulfillment of obligations specified in the Contract, respectively, for the duration of the force majeure event.

17.6. In case the force majeure lasts for more than four (4) months, both parties shall be entitled to terminate the Contract. In this case, the costs incurred during the performance of the Contract shall not be subject to reimbursement.

17.7. A party that fails to notify the other party in writing within ten (10) days of the occurrence of a force majeure event shall not be entitled to refer to such force majeure.

17.8. All disputes between the parties shall be settled by negotiation or correspondence. If they cannot be resolved in this manner, they may be resolved in court in accordance with the laws of the state where the customer resides.

18. Amendment and Repudiation

18.1. Company shall be entitled to change unilaterally the tariffs specified in the Price List on the Company's website and in this Contract. The Company may also unilaterally change other conditions if it follows legal regulations, professional custom, practice developed between the parties, or due to technical or innovative developments. Changes may also be made due to the introduction of more specific rules of behavior by the parties in achieving the goal of this Contract. The Company shall notify the Customer of changes in the terms and conditions of the Contract via the notification on the home page not later than one (1) month before these changes are introduced. After that, amendments to the conditions shall be entered into this Contract.

18.2. The Company is not obliged to notify the Customer of changes in advance if it reduces prices or introduces other improvements for the Customer.

18.3. In case the Customer disagrees with the changes in the terms and conditions of the Contract, they may withdraw from this Contract within one (1) month from the date of publication of the amended terms and conditions, whereof they should notify the Company. If they have tacitly accepted the amended terms and conditions, the Contract is considered to be in full force and effect.

18.4. Each party is obliged to notify the other party of changes in its information relevant to the Contract as quickly as possible but not later than ten (10) calendar days from the date of such changes.

18.5. The Customer shall be entitled to repudiate the Contract without cause, having declared it to the Company in writing or via the ticket system not later than seven (7) calendar days in advance. The Contract repudiation shall not release the Customer from its obligations that commenced during the Contract effect.

18.6. The Company shall be entitled to repudiate the Contract for valid reasons beyond the Company's control, notifying the Customers thereof two (2) calendar months in advance on its website my.hosting.place .

18.7. The Company shall be entitled to repudiate the Contract without prior notice if the Company's activities are restricted by the law, by-laws, or contract.

18.8. In the cases listed in Clauses 18.6 and 18.7, the Company shall return the money for the obligations it has not fulfilled to the Customer.