# PUBLIC USER AGREEMENT

By registering an <u>account</u>, the User confirms their acknowledgment and unconditional agreement with all the terms of the User Agreement of SPACECORE SOLUTION LTD.

# 1. DEFINITIONS OF TERMS

- 1.1. «User Agreement» a document that sets the rules for using the Services of the Hosting Provider SpaceCore, mandatory for all Clients of the Company.
- 1.2. «Hosting Provider» or "Company» a legal entity that provides hosting services in accordance with the present User Agreement.
- 1.3. «Service» any of the goods or services of the Company acquired by the Client for a specific term.
- 1.4. «Tariff» specific terms and costs of the Service, located on the Hosting Provider's website.
- 1.5. «User» or «Client» an individual or legal entity that has entered into the User Agreement with the Hosting Provider and uses its Services.
- 1.6. «Ticket» a request sent by the Client through the Hosting Provider's support system to address questions or issues related to the Services.
- 1.7. «Billing System» the individual client's dashboard where one can manage their account, view and pay invoices, choose or change Tariffs, and contact the Company's support service.
- 1.8. «Order» a service purchased by the Client that is currently in processing status.
- 1.9. «Account» a unique client profile in the Billing System that allows for user identification and authorization. Each account is associated with an E-mail address used for registration and interaction with the Company's Services.

# 2. GENERAL PROVISIONS

- 2.1. The Administration of the Hosting Provider reserves the right to make changes to the list and description of Services on its website without prior notice to Users. However, for already active and existing Services, the terms cannot be changed without prior notification.
- 2.2. The User Agreement posted on the Hosting Provider's website is in effect indefinitely until replaced or annulled by the Administration.
- 2.3. The Billing System displays comprehensive and current information on available Services, Tariffs, and their terms of provision.
- 2.4. The Hosting Provider offers services in the form and quality in which they are accessible and operated by the company SPACECORE SOLUTION LTD.

#### 3. SERVICE PRICES

- 3.1. The price for each Service item is listed on the Hosting Provider's website.
- 3.2. The Hosting Provider reserves the right to change the cost of any existing Tariff, notifying Users about it.
- 3.3. In the event of a change in the cost of a Service, the Hosting Provider commits to inform Clients no later than 24 hours before the new prices come into effect.
- 3.4. A change in the cost of the Service by the Hosting Provider is permitted, including but not limited to:
- 3.4.1. Changes in the exchange rate of the used currency.
- 3.4.2. Change in the cost of renting or purchasing server equipment.
- 3.5. The Hosting Provider displays the current prices for the initial payment and renewal of the Service for various Tariffs in the Billing System.
- 3.6. The User's obligations to pay for the Service are considered fulfilled once the funds are credited to the Hosting Provider's account.

# 4. CUSTOMER RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES

- 4.1. The Client is responsible for all actions carried out while using the provided Service, including installed software and its operation.
- 4.2. The Service User has the right to install and use software, provided that it does not infringe copyright laws or the laws of any given state.
- 4.2.1. The use of malicious software on provided servers is prohibited.
- 4.2.2. Using scripts published on hacker forums, as well as network scanners, proxy checkers, and similar software, is prohibited.
- 4.2.3. DDoS attacks and their testing using the provided Services are prohibited.
- 4.2.4. Hosting of pornography, nationalist propaganda, or materials violating the laws of any state is prohibited.
- 4.2.5. Creating and hosting resources with terrorist, suicidal, drug-related, or cult content is prohibited.
- 4.2.6. Mass email distribution without the agreement of the Hosting Provider is prohibited.
- 4.2.7. Violation of users' privacy rights is prohibited: posting confidential, provocative, defamatory, or slanderous information.
- 4.2.8. Inflicting damage to the Hosting Provider's resources is prohibited.
- 4.2.9. Cryptocurrency mining on the Hosting Provider's Services is prohibited.
- 4.2.10. Hosting of gambling on the Hosting Provider's Services is prohibited.
- 4.2.11. Inappropriate communication with the Hosting Provider's staff is not permitted.
- 4.3. In the case of violations of points 4.2-4.2.9, the Client will be notified by email and given a 12-hour deadline to rectify the violations. If no action is taken by the Client, the Hosting Provider reserves the right to block the Service without a refund.

4.4. The Client is responsible for creating backups of their data. The Hosting Provider is not liable for data loss or damage if the Client did not create backups.

# 5. COMPANY RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES

- 5.1. The Hosting Provider provides Services in accordance with the information listed on the main website.
- 5.2. Upon full payment of the Order, the Client is provided with all necessary data for managing the selected Service.
- 5.3. The Hosting Provider guarantees the provision of high-quality server equipment and the prompt resolution of any arising malfunctions.
- 5.4. The Hosting Provider's administration has the right to schedule and carry out maintenance work at any time of the day.
- 5.5. The Hosting Provider is not responsible for damages caused by third parties, as well as in cases of natural disasters and other force majeure circumstances.
- 5.6. The Hosting Provider is entitled to provide information about the Client upon official request from law enforcement agencies.
- 5.7. The Hosting Provider is not responsible for the installation and operation of third-party Operating Systems and Software on its servers.
- 5.8. If the Service ordered by the Client is unavailable, the Hosting Provider undertakes to offer alternative tariff plans or a refund, at the Client's discretion.
- 5.9. Issues with Service access and connectivity are the responsibility of the Hosting Provider.
- 5.10. In case of Service downtime exceeding 24 hours, the Hosting Provider undertakes to provide compensation in the form of double the amount of lost days.
- 5.10.1. To receive compensation, the Client must contact the technical support department through the Billing System.
- 5.10.2. Compensation is provided solely in the form of additional days to the Service period.
- 5.10.3. Compensation will be credited within 72 hours of the request.
- 5.11. In the event of non-payment for any Services within the stipulated time frame, the Service and any data stored on it will be automatically deleted 48 hours after suspension. For dedicated servers, this period is 24 hours.

### 6. DELIVERY AND TRANSFER OF USER SERVICES

- 6.1. When registering an Account, the User must provide their email address. Notifications and information about subsequent orders will be sent to this address.
- 6.2. The Company guarantees to provide the purchased Service to the Client within 72 hours from the moment of payment. However, there may be exceptional circumstances in which the Hosting Provider is entitled to delay the provision of the Service, having previously informed the Client about the reasons for the delay.
- 6.3. Details of the purchased Service are sent to the email address provided by the Client during payment. This information is also available in the relevant section of the Billing System.

### 7. REFUND OF FUNDS

- 7.1.1. The Company provides the Service upon the User's preliminary order. Refunds are possible exclusively for Services that have not yet been activated; or in other cases at the discretion of the Hosting Provider.
- 7.1.2. The Company does not request any documents or statements; the refund is processed immediately.
- 7.2. Refunds are made to the account from which the payment was made. In case of loss of access to this account, the request is considered on an individual basis.
- 7.3. Refunds are exclusively made for the unused days of the activated Service.
- 7.4. The refund process can take up to 14 business days.
- 7.5. The Hosting Provider's administration reserves the right to refuse a refund without explaining the reasons.
- 7.6. If the Client is at fault for causing any damage to the Hosting Provider, expenses for restoration may be deducted from the refund amount.
- 7.7. Refunds for additional services, including IPv4 addresses, DNS hosting, are not provided.

# 8. CUSTOMER SUPPORT PROVISION

- 8.1. Customer support on various issues is provided in the Telegram resources, the Online Chat on the main website, and the Billing system.
- 8.2. Company department working hours:
- Telegram resources, and Online Chat on the website: operate 24/7 (exception: scheduled holidays).
- Technical Support Department (Billing system): operates from 8:00 to 22:00 GMT+3 (exception: scheduled holidays).
- Emergency Support Department (Billing system): operates 24/7.
- 8.3. Consultations, basic technical support (which includes: setting up DNS records, ISP panel installation, web server SSL certificate installation, assistance in migration from an old provider) are provided free of charge to every client of the Hosting Provider.

- 8.4. Customer Consultation and Technical Support services have a response time of up to 24 hours.
- 8.5.1. The Hosting Provider reserves the right to provide advanced technical support for an additional fee from the Client.
- 8.5.2. The cost of additional services is determined based on the complexity of the task at hand.

# 9. COMPANY DETAILS

#### SPACECORE SOLUTION LTD.

Company number 14946038

Registered office address:

71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ