## USER AGREEMENT

Last modified: June 28, 2025

In this document we explain how our service works, what rights and obligations we have towards each other.

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. When we talk about User Agreement, we may this exact document you are currently reading.

1.2. «Hosting Provider» or «Company» — a legal entity that provides hosting services in accordance with the present User Agreement. We are the "Company" within the meaning of this 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. You are our User or Client.

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

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operated by the company SPACECORE SOLUTION LTD.

2.5. All content featured or displayed on the app, including all text, graphics, photographs, images, moving images, sound, illustrations and software, and all related rights, are the exclusive property of Hosting Provider or persons who have granted their permission to display the content on the website. All elements of the app are protected by copyright, trademark, moral rights and other laws relating to intellectual property. By accepting this User Agreement, User is granted a revocable license to access Hosting Provider's website and Services.

2.6. User must not use the app in any way that uses excessive app resources and as a result is liable to cause a material degradation in the services provided by Hosting Provider to its other customers; and User acknowledges that Hosting Provider may use reasonable technical measures to limit the use of app resources by User for the purpose of assuring Services to Hosting Provider's customers generally.

2.7. Users are prohibited from using the website or Hosting Provider's Services:

(i) for any unlawful purpose;

(ii) to solicit others to perform or participate in any unlawful acts;

(iii) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;

(iv) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;

(v) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;

(vi) to submit false or misleading information;

(vii) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the app, other apps, or the Internet;

(viii) to collect or track the personal information of others;

(ix) to spam, phish, pharm, pretext, spider, crawl, or scrape;

(x) for any obscene or immoral purpose, including posting offensive or triggering content; or

(xi) to interfere with or circumvent the security features of the app or any related app, other apps, or the Internet.

(xii) for child exploitation and pornography. You are prohibited from engaging in or promoting any form of child exploitation or pornography, including content that appears to involve minors;

(xiii) for any fraudulent activities, including carding and financial fraud;

(xiv) in a manner which would lead to high CPU usage. You are prohibited from consistently utilizing more than 80% of CPU resources over extended periods, which may affect server performance;

(xv) with unauthorized access;

(xvi) for DDoS attacks;

(xvii) for counterfeit goods;

(xviii) for port and vulnerability testing;

(xix) on unlicensed software;

- (xx) with IP address misuse;
- (xxi) for activities leading to blacklisting.

2.8. Hosting Provider reserves the right to terminate User's access to Services or website in case of violation of Article 2.7 herein.

#### 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.

3.7. All amounts stated in or in relation to this User Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by User to Hosting Provider.

# 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.

4.3. 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 entitled to provide information about the Client upon official request from law enforcement agencies.

5.6. The Hosting Provider is not responsible for the installation and operation of third-party Operating Systems and Software on its servers.

5.7. If the Service ordered by the Client is unavailable, the Hosting Provider undertakes to offer

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alternative tariff plans or a refund, at the Client's discretion.

5.8. Issues with Service access and connectivity are the responsibility of the Hosting Provider.

5.9. 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.

5.9.1. To receive compensation, the Client must contact the technical support department through the Billing System.

5.9.2. Compensation is provided solely in the form of additional days to the Service period.

5.9.3. Compensation will be credited within 72 hours of the request.

5.10. 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 24 hours after suspension.

5.11. The connection speed for virtual servers is regulated according to the selected tariff plan. To ensure fair resource distribution, our automated system monitors network usage and prevents excessive bandwidth consumption. If certain traffic limits are exceeded (which depend on the tariff plan), we may adjust the network access speed to 10 Mbps or 100 Mbps until the end of the billing period.

5.12. The company carries out a mandatory customer identification (KYC) procedure through the external platform idenfy.com. The verification is conducted automatically and may include passport data verification using facial recognition technology. The company guarantees that the obtained data will not be shared with third parties, except as required by law. However, the responsibility for data processing and protection lies with the idenfy.com platform. The identification procedure is carried out to ensure the correct tax calculation in accordance with UK law, compliance with anti-money laundering and other related regulations, fulfillment of obligations to financial institutions, prevention of cybercriminals and fraudsters from accessing the service, successful detection and blocking of fraudulent orders, and the provision of a safe and convenient working environment for our customers.

### 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 COSTS

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 has the right to request the Client to undergo verification with documents and photos before proceeding with the refund process.

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 45 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, installation, DNS hosting, are not provided.

7.8. The company reserves the right to withhold a 15% commission from the amount when refunding money to the client's account or any other account used for payment of the service.

#### 8. CUSTOMER SUPPORT PROVISION

8.1. Consultations, basic technical support (which includes: setting up DNS records, web server SSL certificate installation, assistance in migration from an old provider) are provided free of charge to every client of the Hosting Provider.

8.2. Customer Consultation and Technical Support services have a response time of up to 24 hours.

8.3.1. The Hosting Provider reserves the right to provide advanced technical support for an additional fee from the Client.

8.3.2. The cost of additional services is determined based on the complexity of the task at hand.

#### 9. DMCA

9.1. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If a person believes in good faith that materials made available by or through Company's Services infringe such person's copyright, person or their agent may send Company a notice requesting that Company removes the material or block access to it. If a person believes in good faith that someone has wrongly filed a notice of copyright infringement against such person, the DMCA permits to send Company a counter-notice. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA. See http://www.copyright.gov/ for details. Such notices and counter-notices should be sent to: <a href="mailto:abuse@spacecore.pro">abuse@spacecore.pro</a>

#### 10. INDEMNIFICATION

10.1. User agree to indemnify, defend and hold harmless Company and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of User's breach of this User Agreement or the documents they incorporate by reference, or User's violation of any law or the rights of a third-party.

## 11. WARRANTIES AND LIMITATION OF LIABILITY

11.1. THE CONTENT OF THE APP IS PROVIDED TO USER ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE CONTENT, OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE CONTENT WILL OTHERWISE MEET USER NEEDS OR EXPECTATIONS.

11.2. In no case shall Company, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from User's use of any of the service or any products procured using the service, or for any other claim related in any way to User's use of the service or any product including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### 12. FORCE MAJEURE

12.1. If a Force Majeure Event, meaning an event, or a series of related events, that is outside the reasonable control of the party affected (which may include failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars), gives rise to a failure or delay in either party performing any obligation under this User Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

12.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this User Agreement, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

12.3. A party whose performance of its obligations under this User Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

### 13. MISCELLANEOUS

13.1. If any provision of this User Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this User Agreement will continue in effect. If

any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

13.2. This User Agreement are made for the benefit of the parties and are not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

13.3. This Agreement shall be governed by and construed in accordance with laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this User Agreement.

13.4. In this User Agreement, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision.

13.5. The clause headings do not affect the interpretation of this User Agreement.

13.6. Company may amend this User Agreement from time to time. The new version will come into force upon its publishing in our app. User may always find out whether our privacy policy was amended by checking the "last modified" legend on the top of the page.

#### 14. COMPANY DETAILS

SPACECORE SOLUTION LTD. Company number 14946038 Registered office address: 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ