

USER AGREEMENT

On August 27, 2022, the Administration of the Internet resource karasiq.space created this user agreement.

Full and unconditional acceptance of the terms and conditions described below is considered to be payment for the company's services by the client.

1. AREA OF RESPONSIBILITY OF THE COMPANY

- 1.1. Problems with host machines and communication are the responsibility of the Company.
- 1.2. Problems with the operating system, any software installed by the Client on the host machine are the responsibility of the Client

2. PAYMENT AND SERVICE PROVISION PROCEDURE

- 2.1. Payment for the Company's services is made by the Client on a prepaid basis.
- 2.2. Services are provided within 3 (three) business days after payment, unless otherwise specified.
- 2.3. The service is considered to be provided to the client in full from the moment the client has access to the service. No other moment can be interpreted as the moment when the company fulfills its obligations.
- 2.4. Intermediary and payment system fees may be added to the payment.
- 2.5. In case of absence of payment for the next hosting period, the Company terminates the services.
- 2.6. After the end of the paid service period, the Company is not responsible for the loss of data on the host machine. All client data related to the service provided can be deleted without the possibility of their recovery immediately after the end of the paid period.

3. REFUND

- 3.1. Refunds are possible only in case of server malfunction due to the company's fault, for the days not actually used.
- 3.2. Refunds are made within 30 (thirty) business days to the account from which the payment was made.
- 3.3. To get a refund, you should contact technical support with the subject "Refund" in the Client Area.
- 3.4. In case of violation of the terms of service, the Company has the right to refuse to refund the client.
- 3.5. If the Company has incurred losses through the fault of the Client to whom the refund is made (disconnection of servers, networks, IP addresses in blacklists, etc.), the amount of expenses incurred by the Company shall be deducted from the refund amount.

3.6. The Client may be refused a refund in case of fraud or violation of the terms of service described in this document.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1. The Client is granted access (unless otherwise agreed) to the server and the Client bears all responsibility for this.

4.2. The Client has the right to install and use any software on its server if it is legal and does not violate copyright and related rights, as well as the norms of the current legislation of Ukraine.

4.3. The Client shall ensure that all posted materials, the software used, and the content hosted on the server comply with the norms of the current legislation of Ukraine and shall be responsible for its compliance with the norms of the current legislation of Ukraine.

4.4. The Client has the right to use its server for any purpose, except for purposes that violate the laws of Ukraine and laws on copyright and related rights.

4.5. All questions related to the performance of the client's hosting are accepted only in support requests in the Client's personal account.

4.6. In case of blocking the Client's server due to a complaint and/or other reasons 1 (one) or more than 1 (one) time per month (network scan, DDoS attacks from the server, etc.) and the Client does not take measures to resolve the complaint, the Company has the right to terminate the service and block the Client without the possibility of a refund.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

5.1. The Company's services are provided "as is", the Company reserves the right to revise the rules of service provision, including pricing policy and tariff characteristics at any time, without prior notice and unilaterally, the new rules come into force at the moment of their publication on the Company's official website.

5.2. The company is committed to maintaining the proper quality of host machines and eliminating all malfunctions as soon as possible.

5.3. The company does not guarantee 100% availability of the network and host machines.

5.4. All scheduled maintenance, updates and other activities are carried out from 23:00 to 6:00 Kyiv time. This does not include force majeure situations and unscheduled work.

5.5. The Company is not responsible for the inability to access the services due to the fault of third parties.

5.6. The Company reserves the right to suspend services and servers of the client to carry out: Scheduled maintenance, due to DDoS and network attacks, natural disasters and other force majeure circumstances.

5.7. The Company provides technical support services to Clients based on the Client's request through the personal account at the rates published on the Company's official website.

6. PROHIBITED CONTENT AND SOFTWARE

6.1. It is forbidden to post pornography, eroticism and other sexual content on the hosting, including links and advertisements containing pornographic, erotic and other scenes of a sexual nature.

6.2. It is forbidden to place software that conducts any mass mailings to social networks, messengers without the prior consent of the user (recipient of the messages) to receive them.

6.3. It is forbidden to place software that sends advertising, pornographic, intimate, political messages to various thematic and non-thematic chats, comments in various information sources and social networks.

6.4. It is prohibited to post information and software that contradict the laws of Ukraine, laws on copyright and related rights.

6.5. It is forbidden to place software for botnets, grabbing, phishing and other purposes that are clearly contrary to legal work on the Internet.

6.6. Mass mailings are prohibited, except as authorized by the Company itself.

6.7. It is forbidden to host services (including those with paid or private access) that may serve as aids to illegal activities on the Internet.

6.8. Miners, network scanners, proxy checkers, and similar software are prohibited.

7. TERMINATION OF SERVICES AT THE INITIATIVE OF THE COMPANY

7.1. The Company reserves the right to terminate the services at its sole discretion, immediately and without notice in the event of:

7.1.1. Unauthorized distribution or copying of copyrighted software, violation of the laws of Ukraine, other international norms and agreements, export restrictions, fraud, trafficking in pornographic materials, drugs and other illegal activities.

7.1.2. Mass mailings that were not received with the explicit consent of the recipients.

7.1.3. Defamation, dissemination of personal information, infringement of copyright and related rights, and intellectual property rights.

7.1.4. Posting pornographic content in all its forms, including links to other sites with pornographic content.

7.1.5. Violation of privacy and property rights, posting defamatory and offensive information, aiding and abetting, incitement to international hatred, murder, terrorism, and violence in any form.

7.1.6. Interfering with the normal and stable operation of servers, network resources, and the overall operation of the Company.

7.1.7. Providing deliberately inaccurate Client data or refusing to confirm it.

7.1.8. Improper communication with the Company's employees, including the use of profanity and the dissemination of defamatory information about the Company.

7.2. The Company reserves the right to transfer information about the Client in case of an official request from law enforcement agencies.

8. THE COMPANY IS NOT RESPONSIBLE

8.1. For any kind of direct or indirect damage, loss of information, business reputation and other damages.

8.2. The Company does not check the content of the Client's hosting. The exception is the case of a reasoned complaint from a third party.

9. GUARANTEE OF THE LEVEL OF SERVICE

9.1. The company guarantees 97% availability of hosting servers per month.

9.2. In case of violation of Clause 9.1, each full day (24 hours) of downtime shall be compensated to the Client in double amount.

9.3. Compensation is accrued only in the form of additional service days and cannot be paid in cash (except in certain cases).

9.4. Compensation is accrued on the basis of a request to technical support through the Client's personal account

10. E-MAIL NOTIFICATION

10.1. The Client's registration in the personal cabinet means the automatic consent of the Client to receive informational E-mail messages, including the Company's service offers.

10.2. Refusal to receive notifications is possible only in case of complete closure of the Client's account.

10.3. The Company disclaims any responsibility for failure to receive important information messages via E-mail/Telegram.