

## Special Conditions for Web Hosting

*Latest version dated 2023.08.10*

### 1.0 General

This agreement governs the relationship between ServeTheWorld (STW) and the Customer.

The purpose of this document is to establish the specific terms that apply to web hosting. These specific terms supplement the general terms of the agreement. In case of conflict between the two, the specific terms take precedence over the general terms.

Matters not defined in the specific terms are subject to the General Terms and Conditions.

### 2.0 Money-Back Guarantee for 90 Days

In the event that the Customer is not satisfied with the web hosting service within a period of 90 days and chooses to cancel the service, any payment made for the web hosting will be reimbursed.

### 3.0 Uptime Guarantee

STW guarantees a minimum uptime of 99.9% for web hosting. If, contrary to expectation, the service fails to achieve this in a calendar month, the customer will be compensated with an amount equivalent to what the customer has paid for one month of web hosting. A maximum of 1 month of free web hosting will be provided as compensation within a calendar month. The customer needs to initiate contact if the uptime guarantee is considered unfulfilled. Notified maintenance on hardware/infrastructure does not count as downtime for the uptime guarantee.

### 4.0 Subscription

Web hosting is an ongoing subscription billed in advance. The Customer's payment obligation lasts as long as the ongoing billing period, unless otherwise agreed in writing. Subscriptions are automatically renewed under the current terms unless valid notice of termination is given. If the Customer terminates after a new billing period has begun, the Customer must pay for the entire billing period.

### 5.0 Miscellaneous

Web hosting is a service in which the Customer is responsible for the operation of their server unless otherwise agreed in writing. If the Customer's services cause errors or problems that could affect other users, STW reserves the right to shut down the user's website/service and/or ask the Customer to stop the usage causing problems. Websites/services designed in a way that may inconvenience or harm others may be removed without prior notice. In cases where the website generates more traffic than STW deems normal, given the chosen web solution, STW may take down the services without prior notice.

The Customer is obligated to use the services in a manner that complies with applicable laws and regulations. The Customer is responsible for all material uploaded to the server and must ensure that copyright is not violated, necessary permissions from public authorities are obtained, and the uploaded material does not violate applicable laws and regulations. STW does not permit the use of torrents, file-sharing networks, links to warez, hate materials, profane materials, instructions for explosives, criminal activities, etc. The Customer must adhere to applicable laws and regulations, as well as the norms and etiquette generally accepted by the internet community. STW reserves the right to suspend, cancel, terminate, or discontinue services at its own discretion, and the Customer cannot claim compensation as a result. The Customer is responsible for backing up data stored on STW's servers. STW is not liable for losses that could have been prevented if such a backup had been taken. STW retains backups for up to 12 months after the service is terminated. There is no guarantee that the backup will function properly. The customer is responsible for selecting services based on their needs. If the customer intends to use web hosting data/services that have particularly high security

requirements, it is generally recommended to use more suitable services such as VPS, dedicated server, or cloud hosting.

A web hosting service is intended to be useful for an end user. Examples of end users include individuals, companies, associations, families, organizations, etc. If, for instance, a school band orders a web hosting service, all members of the band can use email. Sharing resources within the web hosting service is permitted among a small group. This means that, for example, resources from the web hosting can be shared with a few friends.

It is not permitted to give away or resell services from the web hosting, such as websites or email addresses. It is allowed to use the web hosting to develop websites for others, but hosting websites or email for other end users is not allowed. If you intend to resell services, it is recommended to acquire a VPS or dedicated server, where you have the freedom to resell services.

### **6.0 Liability**

Under no circumstances can the Customer claim compensation beyond the amount paid for web hosting in the last 12 months, calculated from the time liability was notified. Compensation does not cover liability for indirect losses, including lost profits, consequential losses, and other consequential damages. Claims for compensation must be made without undue delay.

STW is not liable in the event of Force Majeure.

### **7.0 Cancellation**

The Customer shall initiate the termination process within the Control Panel, unless otherwise is accepted by a representative at STW. If the Customer cancels in any other manner, STW has the discretion to decide whether the termination will be accepted.