

HASOFTNET SOLUTIONS – VPS HOSTING TERMS AND CONDITIONS

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Introductory provisions

This document aims to set specific conditions for the use of the service, in particular the terms of use and financial conditions, related to the Virtual Private Servers (VPS) Hosting rental service provided by Hasoftnet Solutions, which operates as part of Pentesto d.o.o. (hereinafter referred to as the "Service").

These terms supplement the existing General Terms of Use of Hasoftnet Solutions, which apply to the Virtual Private Servers (VPS) Hosting rental service. In the event of a contradiction between these specific terms of service and the Hasoftnet Solutions General Terms of Use, the specific terms shall prevail.

Capitalized terms are defined either in this document or in the Hasoftnet Solutions General Terms of Use, which are available on the Hasoftnet Solutions website.

1. General

- 1.1. The user confirms that he has all the necessary technical knowledge to ensure the correct management of the available services and to maintain the continuity of the stored data, including the creation of backup copies.

2. Terms of Use

- 2.1. Hasoftnet Solutions only allows the User access to the service and allows the storage of data, and the User is responsible for maintaining and maintaining a log of connections or other data that allows the identification of persons contributing to the content or services.
- 2.2. The user is prohibited from using the service for activities such as downloading large amounts of files to the hosting platform, sending spam, intrusion attempts, traffic sharing and other objectionable activities.
- 2.3. Hasoftnet Solutions reserves the right to suspend the service or terminate the contract in case of non-compliance with these rules. Also, certain protocols and

features may be restricted for security reasons, and certain ports are considered sensitive.

- 2.4. Hasoftnet Solutions may also restrict certain Game Hosting functions to preserve the security of its infrastructure, notifying the User of blockages whenever possible.
- 2.5. The user is responsible for the protection of his content and data, as Hasoftnet Solutions does not perform special backups of content or data unless an additional security system is leased.
- 2.6. In the event that the User uses elements not provided by Hasoftnet Solutions, such as software, systems or connected devices, the User is responsible for obtaining all necessary rights and paying appropriate fees to third parties for the use of those elements. The installation of these elements is entirely the responsibility of the User, and Hasoftnet Solutions is not held responsible for any malfunctions in the User's Game Hosting after the installation of these elements.
- 2.7. The user is prohibited from using any scripts and tools to disrupt the Hasoftnet Solutions infrastructure, and Hasoftnet Solutions reserves the right to suspend the service.

3. Special provisions for the Service Provider

- 3.1. Maintenance of hardware and software components will be done between 22:00 and 03:00 UTC +1 time, except in extraordinary situations when there is a justified reason for this.
- 3.2. In the event of a planned outage of a hardware or software component lasting more than 15 minutes, the Service Provider will notify the User at least 1 day in advance.
- 3.3. The service provider undertakes that the Virtual Private Servers (VPS) Hosting servers (hereinafter: Services) will be available at least 99.90% of the time during one calendar month.
- 3.4. When determining the availability of the Service, the results of the Hasoftnet Solutions availability monitoring service will be authoritative.
- 3.5. In the event that the availability of the Services for a given calendar month is less than 99.80% due to the Service Provider's fault, the monthly bill will be reduced upon the User's complaint:

1. 3% for service availability from 97.00% to 99.79%,

2. 10% for service availability from 94.00% to 96.99%,
 3. 17% for service availability from 90.00% to 93.99%,
 4. 100% for service availability of 88.00% or less.
- 3.6. Interruptions in the availability of the Service due to the following reasons will not be included in the calculation of availability:
 1. maintenance work on hardware and software components,
 2. a hacker attack on a hardware or software component,
 3. error of the User, or violation of the contract by the User,
 4. problem with the service provider to the Service Provider,
 5. a problem beyond the competence of the Service Provider,
 6. force majeure

4. Duration of the Service

- 4.1. After confirming the subscription, the User can adjust the service according to his needs through the user zone.
- 4.2. There is no minimum duration of use, but each period, whether hours or months, is billed in full regardless of the start date of use.
- 4.3. The User's services remain available month after month, except in special cases.
- 4.4. The user can delete part or all of the service at any time through the user zone.
- 4.5. At the end of the service, all of the User's resources and related elements are permanently deleted. Customer is responsible for backing up or transferring data prior to termination of service.
- 4.6. Hasoftnet Solutions reserves the right to delete the service and all resources if there has been no billing for a period of more than three consecutive months and no funds are available in the credit zone. The client will be notified in advance by e-mail about the deletion of the service.

- 4.7. Hasoftnet Solutions reserves the right to terminate the provision of service to the user at any time if abuse is detected from their Service. Abuse includes, but is not limited to:
 1. Unauthorized access to systems or data.
 2. Distribution of viruses, malware, or other harmful content (etc. DOS, DDoS and other...).
 3. Intentional disruption of the service's operation or causing harm to other users.
 4. Violation of any laws or regulations.

The decision to terminate the service is solely at the discretion of Hasoftnet Solutions, and the user is not entitled to compensation or reimbursement in the event of service termination due to abuse. The user agrees to abide by all terms of use and refrain from any activity that could lead to abuse of Hasoftnet Solutions' service.

5. Prices, payment method and invoices

Current prices are available on the official website of Hasoftnet Solutions. Unless otherwise stated, these prices do not include taxes.

- 5.1. The price of the Services depends on the price chosen by the User and the billing cycle.
- 5.2. There is one pricing model:
 1. Monthly plan with a fixed price: Allows the User to use the Service during the calendar month in which it was created. If the Service is created in the middle of the month, the price will be calculated in the full month, counting from the moment of creation of the Services.
- 5.3. Each created Service is invoiced to the User, even if it is not used. Creation is considered confirmation by the User through the User Zone or API. The provision of Services ceases when the Service is deleted or the User submits a request to delete the Service, while inactive Services are still billed. The user can monitor the status of the Services in his user zone.

6. Service and location changes, updates

- 6.1. Hasoftnet Solutions reserves the right to update its operating systems and pre-installed applications, including necessary upgrades and version updates. The user will be notified of any necessary updates for the operating system or applications he is using.
- 6.2. Before updating or upgrading your server, the User must take all necessary measures to ensure the security of your data, including making backup copies of your data, and to ensure that updates or new versions are compatible with the service.
- 6.3. The user can choose the location of the data center for Game Hosting when ordering the service, whereby the selected choice becomes final and cannot be changed later. Information about available data centers can be found on the Hasoftnet Solutions website or during the ordering process.
- 6.4. The user is aware that he is obliged to comply with the applicable laws of the country where the infrastructure is installed and where his data is stored. Hasoftnet Solutions reserves the right to suspend the service if it is used for activities that are prohibited at the physical location of the equipment provided by Hasoftnet Solutions.

7. HasoftnetProtect (protection against DOS and DDoS attacks)

- 6.1. Hasoftnet Solutions implements protective measures against DOS (Denial of Service) and DDOS (Distributed Denial of Service) attacks, provided that such attacks are carried out on a large scale. This feature aims to maintain the functionality of the service for customers during the duration of the attack.
- 6.2. This protection feature includes the inspection of traffic coming to users outside the Hasoftnet Solutions network. Traffic identified as illegitimate is dropped before it reaches the Customer's infrastructure, thereby allowing legitimate users to continue to access Customer-provided applications, regardless of the attack.
- 6.3. During the activation of these measures, the user's service may be temporarily unavailable. The measures are automatically deactivated when Hasoftnet Solutions no longer detects illegitimate traffic on the customer's service.
- 6.4. The user should be aware that, despite the activation of protective measures, an attack may adversely affect the integrity of the infrastructure and services of Hasoftnet Solutions or other users. Hasoftnet Solutions may apply additional security measures that may affect the availability of the user's service.

- 6.5. As an end user, User is responsible for its own service and should take additional safeguards, including using backups, backing up data, and ensuring the security of its programs and scripts.



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