

HASOFTNET SOLUTIONS – WEB HOSTING TERMS AND CONDITIONS

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Introductory provisions

This document aims to set specific terms for the use of the service, in particular terms of use and financial terms, related to the Web 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 Web 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 Oderbe

- 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 retains ownership of the Services. The user is responsible for the administration of the Services and their content. The user is also responsible for security measures and legal compliance. Hasoftnet Solutions may take certain measures to protect the infrastructure. The user should provide backup copies of his data. Hasoftnet Solutions does not guarantee service continuity or data protection.

The customer is responsible for setting up a business continuity plan in the event of a service problem.

- 2.2. Applications, tools and software provided as part of the Services by Hasoftnet Solutions, including the operating systems configured for the user's instances, pre-installed applications and available APIs, must be used in accordance with

the relevant terms of use, including the terms of third-party products where applicable. The user undertakes to use the latest versions of these applications, tools and software provided by Hasoftnet Solutions. The Services may be integrated with

components not provided by Hasoftnet Solutions (software, systems, connected devices, etc.). The user is responsible for obtaining all necessary rights to use these components and paying the appropriate fees to third-party owners.

- 2.3. Hasoftnet Solutions reserves the right to update operating systems and applications for security and functionality. The User may also maintain and update these applications on their Services, but assumes full responsibility for these operations. Before updating, the User is responsible for data protection and compatibility with new versions. Non-updated systems may be disabled and the User is responsible for backups and data transfer prior to updating.
- 2.4. When ordering the Service, the User selects the location of the Data Center. Each data center has a monthly limit of free public traffic for instances in the web hosting project. In most cases, this limit is unlimited. However, if there is a limit, additional traffic consumption is charged. The User undertakes to comply with the local laws and regulations where his Infrastructure and data are located. Hasoftnet Solutions may suspend the Service if it is used for prohibited activities at that location. Geolocated IP addresses should be used in accordance with the laws of the country where they are declared, otherwise they may be suspended.

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 FTP, HTTP, POP3, SQL services (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 breach of contract by the User,
 4. problem with the service provider to the Service Provider,
 5. a problem beyond the jurisdiction 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.



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