

VPS Service Regulations

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1. DEFINITIONS.

- 1.1. **API:** Application Programming Interface. A programming interface that allows connection to Customer's services.
- 1.2. **Infrastructure:** All elements launched by Netcloud24 within the VPS server service, located on the parent server with access to the Internet, bandwidth, and virtualization.
- 1.3. **Netcloud24 Account:** Individual user account for the Netcloud24 service. As part of the account top-up option by the customer, they have funds available for use within the services ordered or renewed in Netcloud24.
- 1.4. **Migration:** An operation on the VPS server involving moving from configuration A to a higher configuration B. The option to move from a higher configuration to a lower one is not available. This operation is preceded by an immediate restart of the VPS server.
- 1.5. **vRAM Memory:** Amount of available RAM. In VPS offers, the indicated value is identical and guaranteed with the value chosen by the Customer. In the VPS offer, the guaranteed amount of RAM memory consists of: memory chosen by the Customer increased by an SSD disk.
- 1.6. **Administrative Panel:** The "Manager" panel available on the Netcloud24 pages or through the API after providing the customer ID and password.
- 1.7. **VPS Offers:** Points purchased in Netcloud24 by the Customer, using which the Customer can pay for services ordered in Netcloud24, e.g., for changing VPS server parameters.
- 1.8. **Parent Server:** A physical server configured and administered by Netcloud24, located in a server room owned by OVH, and installed to run the VPS server paid for by the Customer.
- 1.9. **VPS Server:** A separate part of the parent server whose resources: memory and processor, are shared among independently operating VPS servers.
- 1.10. **Standard Resources:** Default VPS server resources, i.e., processor performance, available RAM amount, and disk resources. The parameters are set for the entire period for which the fee has been paid unless the Customer changes them during the subscription period.

2. GENERAL PROVISIONS.

- 2.1. The Regulations define the terms of providing the VPS service and the documents referred to by these Regulations, namely the price list, service specification, General Terms and Conditions, and the licensing agreement provisions regarding the software in the case of placing a separate order for this software.
- 2.2. The VPS service consists of providing the Customer with functionality consistent with the offer posted on the website <https://www.netcloud24.com>. The fee for providing the VPS service is determined according to the price list posted on the website <https://www.netcloud.com>.
- 2.3. All expressions written in capital letters that have not been defined in these Regulations have the meaning specified in the General Terms and Conditions.

3. ORDER AND DELIVERY.

- 3.1. After the Customer places an order, Netcloud24 sends them access codes in an email allowing them to log in to the VPS. The codes provided this way are not intended for long-term use, so the Customer should change them as soon as possible, following the accepted principles regarding the security and confidentiality of authentication means.
- 3.2. As part of the Service, the Customer has the option to change the VPS server configuration, in accordance with the models specified preliminarily by Netcloud24. To do this, the Customer must report this fact using the contact form from the Panel level. The change usually takes place within a few hours from the moment of accepting the terms. However, it should be noted that migration only applies to the transition to a higher option.
- 3.3. Due to the virtualization technology used, Netcloud24 cannot guarantee the possibility of realizing every migration request.

4. USE OF THE SERVICE.

- 4.1. The use of the VPS Service and Additional Service is subject to the terms and conditions set out in the General Terms of Contracts, with additional reservations and limitations resulting from this Regulation.
- 4.2. The Customer declares that they have the necessary knowledge and experience in handling VPS servers or use the help of third parties with such knowledge and experience.
- 4.3. The Customer is obliged to independently administer the VPS server provided to them as part of the VPS Service. The Customer may commission the handling of the VPS server at their own expense and risk to third parties. Netcloud24 is not responsible for the consequences of providing access data to the VPS server to third parties by the Customer.



- 4.4. Netcloud24 is not responsible for administering the VPS server. Netcloud24 is responsible for providing the Customer with technical infrastructure with the necessary software and services specified in the VPS Service specification.
- 4.5. The Customer is obliged to:
 - A. independently secure the data stored on the VPS server by making backup copies of this data in a manner determined by themselves,
 - B. protect the VPS server from unauthorized third-party access by using the current versions of the software installed on their own.
- 4.6. The Customer declares that:
 - A. they will not use the VPS Service contrary to its purpose and specified parameters,
 - B. they will not use the VPS Service to send unsolicited commercial information (spam),
 - C. they will not use the VPS Service for cryptocurrency mining,
 - D. they will have the necessary permissions to use the software installed on their own as part of the VPS Service,
 - E. they will not use the VPS Service to attack or disrupt the operation of other servers located on the Internet or Netcloud24 network (e.g., DoS attacks),
 - F. they will not use the VPS Service to post and distribute information containing unlawful content or to post warez content services.

5. API APPLICATIONS, TOOLS, AND SOFTWARE.

- 5.1. API applications, tools, and software offered to the Customer by Netcloud24 as part of the Service must be used in accordance with the relevant Terms of Service, including - if applicable - the Terms of Use of third-party products provided by Netcloud24. The Customer undertakes to use only the latest versions offered by Netcloud24 API Applications, tools, and software.
- 5.2. The Client also undertakes to comply with the license terms and conditions of use of the operating system installed on their VPS server by Netcloud24. The license terms and conditions of use for the above applications and operating systems are provided to the Client during the first order for a VPS configured with these systems and/or pre-installed software, or are available on the Netcloud24 website or the manufacturer's website.
- 5.3. Services may be used and combined with elements (software, systems, connected objects) not provided by Netcloud24. The Client is responsible for acquiring all necessary rights to use these elements and for paying the corresponding fees directly to the authorized third parties. The Client bears full responsibility for the installation of these elements. Netcloud24 cannot be held liable for any malfunction of the Client's VPS server caused by these installations.

6. CHANGES TO THE SERVICE AND UPDATES.

- 6.1. Netcloud24 reserves the right to make changes and improvements to its operating systems and applications previously installed by the company. These changes may include updates or the introduction of newer versions deemed necessary. If an update to the operating system or a particular application used by the Client is required, Netcloud24 undertakes to inform them about it.
- 6.2. The Client also has the option to perform maintenance work and update the installed operating systems and applications on their VPS server. In this case, the Client assumes full responsibility for the maintenance and updates, and Netcloud24 bears no liability, especially in the event of operations carried out in breach of the terms of use or license or in the event of improper operation of the VPS server as a result of operations improperly performed by the Client.
- 6.3. Before performing updates or migrating to higher versions of operating systems and applications, the Client should take all necessary steps to ensure the durability of their data, such as making backups and ensuring that the update or new version is compatible with the Service.
- 6.4. To ensure an adequate level of security on the Client's VPS server and all servers that are part of the Infrastructure, Netcloud24 undertakes to send information via email about the need to update applications provided by Netcloud24. In the event of no response and failure to perform the update, Netcloud24 reserves the right to suspend the VPS server's access to the Internet. A similar message will be sent to the Client via email if Netcloud24 identifies a security problem with the Client's VPS server, informing them of the need to perform a reinstallation to ensure the continued operation of the VPS server and the entire Infrastructure. Netcloud24 reserves the right to interrupt the server's access to the Internet until the VPS is reinstalled by the Client. Actions aimed at transferring data from the hacked system to the new system.

7. LOCATION.

- 7.1. Netcloud24 provides VPS services in various data centers, the list of which is available on the website or communicated during the ordering process. The customer chooses one of the available locations during the ordering process, and this choice is final and cannot be changed later.
- 7.2. The customer accepts that the choice of server location is subject to the law applicable in the country where the server is installed and where its data is stored. Accordingly, the customer accepts that Netcloud24 may suspend the service if the customer uses the server in violation of the law applicable in the country where the equipment is physically installed and provided by Netcloud24.



- 7.3. The same applies to the use of IP addressing with geolocation options. The customer undertakes to use the service in accordance with the regulations applicable in the country where the IP address is registered. In case of illegal use, Netcloud24 reserves the right to suspend the geolocated address assigned to the customer.

8. DURATION, PRICE AND BILLING.

- 8.1. The price list for the lease service and information on payment methods are available on <https://www.netcloud24.com>. At the time of ordering, the customer chooses the initial duration of the service, which is calculated from the day of activation. After this time, the lease agreement is automatically renewed for subsequent identical periods unless the customer changes the duration of the renewed service or terminates the agreement in accordance with the conditions indicated below or the applicable General Terms and Conditions of Service.
- 8.2. An invoice is issued when placing an order and each time the service is renewed, and is paid through the registered payment method selected by the customer. The customer undertakes to register a valid payment method, choosing from those available.
- 8.3. The customer may change the duration of subsequent renewal periods of the service from their administrative panel up to 24 hours before the end of the initial duration or the current renewal period.
- 8.4. If the initial duration does not start on the first day of the calendar month (the agreement is concluded during a given month), the renewal cycle is adjusted to the calendar cycle at the time of the first renewal, so that subsequent renewal periods start on the first day of the calendar month. For example, automatic renewal after the initial term of a contract signed on May 24, 2017 means that the contract is extended from May 24, 2018 to May 31, 2019.
- 8.5. If the customer does not wish for the service to be automatically renewed after the initial duration or the current renewal period (Renewal Date), they can deactivate the automatic payment function from their administrative panel.
- 8.6. To effectively deactivate the automatic payment option and terminate the service agreement after the initial duration or renewal period, the following conditions must be met:
- A. For monthly renewable services, deactivation of the automatic payment option must be performed no later than the 19th day of the calendar month before 23:00 local time.
 - B. For renewable services with a frequency other than monthly (quarterly, bi-annually, annually, etc.), deactivation of the automatic payment option must be performed no later than the 19th day of the calendar month preceding the renewal date before 23:00 Paris time. For example, to terminate a one-year service agreement signed in June 2018 after the initial duration, deactivation of the automatic payment option must be performed before May 19, 2019, at 23:00 local time.
- 8.7. If the automatic payment option is deactivated in accordance with the above terms, the service will be automatically terminated, and the agreement will be terminated after the initial term or the current renewal period ("expiration date"). All content and data stored by the customer on the server as part of the service will also be deleted. The customer is responsible for archiving this content and data before the agreement is terminated.
- 8.8. The customer has the option to renew the service up to 24 hours before the expiration date by reactivating the automatic payment feature or by paying in advance for the next renewal period. Renewal and cancellation terms for some options or features associated with the service may differ from those that apply to the service itself, so the customer should read them carefully.
- 8.9. The customer also has the option to change the configuration of their VPS server during the paid subscription period. If the customer wants to change the configuration to a higher one, they will have to pay according to the current price list. The time of availability of the new version of the service is determined by Netcloud24 based on data from its computer system, which is considered authentic and fully effective with respect to the customer.

9. FINAL PROVISIONS.

- 9.1. The VPS Service and Additional Service may only be provided to Customers who use the Customer Panel in accordance with the provisions of the General Terms and Conditions of the Agreement. The provision of the VPS Service and Additional Service by Netcloud24 to the Customer is conditional upon the Customer's acceptance of the General Terms and Conditions of the Agreement.
- 9.2. In matters not regulated in the Regulations, the provisions of the General Terms and Conditions of the Agreement apply.

