

## Terms of Service

### 1. Introduction

Hostman, LTD is a registered company incorporated in Cyprus under the number HE446237. By using the Hostman, LTD website ("Company", "our", "us", or "we"), products and services, you ("Customer", "you", "your") agree to accept and comply with all our policies. Hostman, LTD reserves the right to terminate any service provided with or without a refund and with or without a notice. Hostman, LTD also reserves the right to change the Terms of Service along with all the policies listed on our website - <https://hostman.com/> at any time without customer notification. It is the customer's job to periodically check the recent Terms of Service and the other Hostman, LTD. If you do not agree with (or cannot comply with) Terms of Service, then you may not use the Service, but please let us know by emailing at [info@hostman.com](mailto:info@hostman.com) so we can try to find a solution. These Terms of Service ("Terms", "TOS") apply to all visitors, users and others who wish to access or use products and services Company's.

### 2. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Republic of Cyprus. You irrevocably agree that the courts of Cyprus have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

### 3. Services and products

- 3.1. Hostman, LTD undertakes service to provide services to customers according to this Terms of Service, and the customer undertakes to accept and pay for the services on the terms of this TOS.
- 3.2. Hostman, LTD allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material.
- 3.3. To access the Services and some features of the Websites, you must register for an account ("Account"). When you register for your Account, you may be required to provide us with some information about yourself, such as your name, email address and a valid form of payment, and you may also provide optional information about yourself on a voluntary basis. Account information and our use and disclosure thereof, is subject to the Privacy Policy.
- 3.4. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or Account. You agree to accept responsibility for any and all activities or actions that occur under your account. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account.
- 3.5. We may in our sole discretion refuse to provide or continue providing access to our Website and Services to any person or entity and change eligibility criteria at any time, including if you fail to comply with the Terms of Service. We reserve the right to deactivate, terminate, prevent access to, disable services for, and/or delete any Accounts or access to the Website and Services at any time at our sole discretion.

### 4. Subscriptions

- 4.1. Some parts of Service are billed on a subscription basis ("Subscription(s)"), subject to the fees set forth at <https://hostman.com/>. You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing Cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription. At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Hostman, LTD cancels it.

You may cancel your Subscription renewal either through your online Account management page or by contacting Hostman, LTD customer support team.

A valid payment method, including credit card, is required to process the payment for your subscription. You shall provide Hostman, LTD with accurate and complete billing information including full name, address, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Hostman, LTD to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, Hostman, LTD will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

#### 4.2. Fee Changes

Hostman, LTD in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. Hostman, LTD will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of Service after Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

4.3. Except when required by law, paid Subscription fees are non-refundable.

4.4. By accepting the offer, the User has the right to implictively link a bank account or a payment card to his account, which will be used for payment by default. The User activating such payment method shall instruct Hostman LTD to draw up instructions on his/her own behalf to debit funds from the account in favor of Hostman LTD, as well as to send these instructions to the bank. When specifying the card or account details and their further use, the User confirms the accuracy and completeness of the information about the account/bank card, compliance with the rules of international payment systems and the requirements of the bank, including in relation to the procedure for non-cash payments.

4.5. We use Stripe for payment, analytics, and other business services. Stripe collects and processes personal data, including identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the services it provides to us, including for fraud detection and prevention. You can learn more about Stripe and its processing activities via privacy policy at <https://stripe.com/privacy>.

## 5. Content

5.1. You retain any and all of your rights to any Content you submit, post or display on or through Service and you are responsible for protecting those rights. Hostman, LTD takes no responsibility and assumes no liability for Content you or any third party posts on or through Service. However, by posting Content using Service you grant us the right to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through Service. You agree that this includes the right for us to make your Content available to other users of Service, who may also use your Content subject to these Terms.

Hostman, LTD has the right but not the obligation to monitor and edit all Content provided by users.

5.2. Hostman, LTD reserves all rights, including, without limitation, all intellectual property rights and other proprietary rights to and relating to its Services. You are not permitted to copy, redistribute, publish, create any derivative work from, or otherwise exploit our Content or any part of our Content in violation of Hostman's and/or any other third party's intellectual property rights.

## 6. Prohibited Uses

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- a. In any way that violates any applicable national or international law or regulation.
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.

- c. To transmit or procure the sending of any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- d. To impersonate or attempt to impersonate Company, Company’s employees, another user or any other person or entity.
- e. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- f. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.
- g. For mining of cryptocurrencies.

Additionally, you agree not to:

- a. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party’s use of Service, including their ability to engage in real time activities through Service.
- b. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- c. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- d. Use any device, software, or routine that interferes with the proper working of Service.
- e. Introduce any viruses, trojan
- f. horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- g. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- h. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- i. Take any action that may damage or falsify Company ratings.
- j. Otherwise attempt to interfere with the proper working of Service.
- k. Use the Service’s computing resources or host within the Service’s computing capacity any of the following programs and services
  - proxy servers;
  - gateway pages (doorway pages).
  - tools providing access to information resources or information and telecommunications networks whose access is restricted (e.g., VPN services).
  - traffic-inflating software (e.g., bots or click farms).
  - scanning, checking, or similar automated tools.
- l. To engage in any fraudulent activities, including but not limited to phishing, carding, fraud schemes (including mass registration of accounts using the same email address), or any similar deceptive, abusive, or unlawful practices.
- m. Overload the equipment of the Company and/or third parties to such an extent that access to such equipment or the Service becomes impaired or unduly hindered.

Violation of the aforementioned prohibitions may result in our unilateral blocking or restriction of the Service, as well as suspension and/or unilateral termination of these Terms of Service, along with the suspension or termination of other agreements related to the Service, due to your material breach.

If You use unlimited connection (unlimited traffic) via the Service, undertakes to utilize the Internet channel within the connection speed specified by the selected tariff plan solely for purposes that do not breach the Hostman Service Rules, and in such a manner as not to impede or degrade the quality of access for other Service users.

In the event of a breach of the aforementioned obligation, Hostman reserves the right to unilaterally restrict, at any time and for any duration, the speed of the Internet channel used by Your's virtual machine and/or other Service resources.

## **7. Indemnification.**

You will indemnify and keep indemnified Hostman, LTD, and its directors, officers, employees or representatives against all direct or indirect liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by Hostman, LTD or any other third party in respect to any act or omission by you in the performance of your obligations under this Terms of Use, unless such liabilities result from gross negligence, willful default or fraud by Hostman, LTD.

Hostman, LTD reserves the right at your expense to assume the exclusive defense and control of any matter for which you are required to indemnify Hostman, LTD and you agree to cooperate with our defense in such claims. You agree not to settle any matter without the prior written consent of Hostman, LTD.

## **8. Limitation of Liability**

8.1. To the fullest extent permitted by law, in no event will we be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the Website and Services or any materials or content on the Website and Services, whether based on warranty, contract, tort (including negligence), statute and whether or not we have been informed of the possibility of damage. To the fullest extent permitted by law, you agree we will have no liability for any data that may be destroyed, lost or otherwise rendered inaccessible, whether because you failed to backup your data or for any other reason.

8.2. Our aggregate liability to you for all claims arising out of or relating to this TOS or the Website and Services, whether in contract, tort, or otherwise, is limited to the amount you have paid to us for the Services at issue in the month prior to the event or circumstance giving rise to claim.

## **9. DISCLAIMER**

THESE SERVICES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY

WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **10. Minors**

You must be at least 12 years of age to use our Services. If You are over 12 years old but not yet 18 years old, Services are limited to You and You may use our Services only with your parent(s) or legal guardian(s) who has read the hereby stated Terms and has allowed You to use the Services.

## **11. Amendments to Terms**

Hostman, LTD may amend Terms at any time by posting the amended terms on site [hostman.com](http://hostman.com). It is your responsibility to review these Terms periodically. Your continued use of the services and products following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this site: <https://hostman.com/> frequently so you are aware of any changes, as they are binding on you. By continuing to use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you can email us [info@hostman.com](mailto:info@hostman.com)

## **12. Termination**

While we prefer to give advance notice of termination, we reserve the right, in our sole discretion, to terminate your access to all or any part of the Website and/or Services at any time, with or without notice, effective immediately. Any such termination may result in the immediate forfeiture and destruction of data associated with your Account. Except as otherwise set forth herein or expressly agreed between the parties, any and all fees paid to us are non-refundable and any and all fees still owed to us at the time of such termination shall be immediately due and payable. Upon termination, any and all rights granted to you by this TOS will immediately be terminated, and you must also promptly discontinue all use of the Website and/or Services.

## **13. Links To Other Websites**

13.1. Our Service may contain links to third party web sites or services that are not owned or controlled by Hostman, LTD.

13.2. Hostman, LTD has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

13.3. YOU ACKNOWLEDGE AND AGREE THAT HOSTMAN, LTD SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

#### **14. Miscellaneous Provisions**

14.1. By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials, and other information that we may send. However, you may opt out of receiving any or all of these communications from us by clicking on the unsubscribe link or by sending an email to [info@hostman.com](mailto:info@hostman.com).

14.2. Force Majeure. Hostman, LTD shall not be liable for nonperformance of the terms herein to the extent that Hostman, LTD is prevented from performing as a result of any act or event which occurs and is beyond Hostman, LTD reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, epidemic, pandemic or any unforeseen change in circumstances, or any other causes beyond our reasonable control.

14.3. Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Hostman, LTD and its licensors. Service is protected by copyright, trademark, and other laws of the Republic of Cyprus and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Hostman, LTD.