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Terms of Service

Company

- Space Hosting by Edoardo de Pietri - Tonelli
- Via Bronzino 10 Milano Italia 20133
- VAT: IT12572050966
- info@space-hosting.net

These Terms of Service ("Terms") govern your use of our Websites ("Sites") & Services that are provided by Space Hosting (“we”, “us” or “our"). By using or accessing our sites and Services, you agree to our Terms of Service and Privacy Policy (Collectively, the "Agreement"). Furthermore, you hereby agree that any violation or infringement of any clause in any of our legal agreements or any law in Italy & EU will leave you subject to liability. Please read this agreement carefully as it states your legal rights, liability limitations, and automatic subscription renewals.

1 – User Account:

1.1 In order to access our services, you must register for an account in our client area.

1.2 You must ensure that you keep this account secure at all times, such as a strong password & two-factor authentication, etc.

1.3 – Data Protection & Privacy Space Hosting acts as the data controller of your personal data in accordance with the General Data Protection Regulation (EU 2016/679) and Italian Legislative Decree 196/2003 (Privacy Code), as amended by D.Lgs. 101/2018. We collect, store, and process your personal data solely for the purpose of providing our services, processing payments, and complying with legal obligations. Your personal data will not be shared with third parties except as required for service delivery (e.g., payment processors) or by law. You have the right to access, rectify, delete, or port your data at any time by contacting us at info@space-hosting.net.

2 – Content:

Any content uploaded to our service must not be contrary to law; especially content which may be threatening, knowingly false or defamatory, hateful, profane, offensive, pornographic or sexually explicit, an invasion of someone’s privacy, or content that violates a party’s intellectual property right/copyright ownership, etc. You hereby

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agree to hold Space Hosting harmless from any and all liability arising as a result of the usage of the content listed above.

3 – Abuse:

Abuse, in any capacity, which is primarily aimed at our personnel, is not tolerated. Likewise, network and service abuse are strictly prohibited and may result in service suspension, termination, or a permanent ban from using our services.

4 – User Responsibilities:

4.1 – Content & Security: By using our service, you agree that content that is uploaded or otherwise created on our platform either belongs to you or you have explicit written consent from the owner of the concerned content. You also agree that we are not responsible for what content is uploaded or generated on our platform, and the security of your account and any actions under your account are solely your responsibility, and you agree that this is something we do not control.

4.2 – Compliance: By using the service, you agree that your use of the service will not be contrary to Italian and EU Laws. Our systems may allow our users to share or otherwise publish content to websites and social media platforms – the company does not control, monitor, or otherwise be responsible for the content shared or distributed via said systems.

4.3 – Payments: You agree to pay Space Hosting in advance for your services to be rendered. Subsequent payments are due on a monthly or annual basis on the anniversary date of your service. Chargebacks are prohibited and may result in service termination.

5 – Our services:

5.1 – Web Hosting

In order for us to host your website, you must agree to grant us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host your site or service. You can end this license anytime by deleting your content, service, or account. Usage is limited for the purpose of hosting your website. You waive any claims against us relating to any moral rights, artists' rights or any other similar rights worldwide that you may have in or to your site(s) or names, trademarks, service marks or logos on your site(s) and any right of inspection or approval of any such use. Furthermore, we reserve the right to suspend or terminate your

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service for many reasons, but these include, but are not limited to: Overdue on payment, suspect/malicious content stored/displayed/distributed under your account and malicious activities taking place under your account (i.e., Phishing). The company reserves the right to terminate accounts for cause, including but not limited to: non-payment, violation of these Terms, illegal activity, or abuse of our services. And we reserve the right to identify what is suspect or malicious. Like all shared web hosting services, we include email services as part of your service. We limit the number of emails that you can send per hour to ensure our service is protected from abuse.

5.2 – Virtual Private Servers and Dedicated Servers

Your use of our virtual private servers must not be contrary to law/ must not breach any applicable law. Content uploaded to the server must not contain any content that has the potential to negatively impact the normal operation of a computer system or network, violate international intellectual property, copyright laws and must not be used for any purpose that may be in contravention of the Italian Codice Penale (including Art. 615-ter on unauthorized access to computer systems), D.Lgs. 70/2003 (Implementation of the EU E-Commerce Directive), and Legislative Decree 30/2005 (Italian Industrial Property Code).. We reserve the right to suspend your VPS for reasons which may include, but are not limited to: Overdue on payment, suspect/malicious content stored/ displayed/distributed under your server and malicious activities taking place under your server. We reserve the right to suspend/terminate servers for cause, including but not limited to: non-payment, violation of these Terms, illegal activity, or abuse of our services. And we reserve the right to identify what is suspect or malicious. The specifications provided on our website or for marketing purposes reflect the components used and are not an absolute representation of the actual service provided. For instance, the benchmark scores mentioned are indicative values and are not guaranteed, as they may vary depending on software updates and the operating system chosen by the client. This approach ensures transparency while acknowledging the dynamic nature of technology and software performance.

5.3 – Game Servers & Services

Space Hosting Game Services must not be used for purposes contrary to law/ must not breach any applicable law. Content uploaded to the server must not contain any content that has the potential to negatively impact the normal operation of a computer system or network, violate international intellectual

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property and copyright laws, and must not be used for any purpose that may be in contravention of the Italian Codice Penale (including Art. 615-ter on unauthorized access to computer systems), D.Lgs. 70/2003 (Implementation of the EU E-Commerce Directive), and Legislative Decree 30/2005 (Italian Industrial Property Code).. We reserve the right to suspend your Service for reasons which may include, but are not limited to: Overdue on payment, suspect/malicious content stored/displayed/distributed under your server and malicious activities taking place under your Service. We reserve the right to suspend/terminate servers for cause, including but not limited to: non-payment, violation of these Terms, illegal activity, or abuse of our services. And we reserve the right to identify what is suspect or malicious.

6 – Our Rights

We reserve the following rights, which we may at any time and in our sole discretion, and without liability or notice to you: we may change parts or all of the services and their functionality; we may suspend or discontinue parts or all of the services; we may terminate, suspend, restrict or disable your access to or use of parts or all of the Services, provided that we give you reasonable notice and a justified reason, except in cases of immediate threat to our infrastructure or illegal activity.

7 – Abuse Overview

Any activity that hinders our ability to provide a service or a user to utilize our service or any other internet service is strictly prohibited. This includes but is not limited to "denial of service" (DOS) attacks against another network host or individual user. It is the client's responsibility to ensure that their service/server is configured in a secure manner. As abuses are also considered any activities that can damage our Systems, such as running h24/7, no-stop 100% CPU usage on Virtual Servers. Since the Virtual Systems are inside a shared environment, a fair usage policy must be applied. In case of abuse, no refund will be applied, and the service may be terminated. Our Virtual Systems use automated resource monitoring that will suspend the VPS if CPU or other resources are consistently abused on a 24/7 basis. This is not applied to Dedicated Servers since the environment is Dedicated.

8 – Fraud

Use of our service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters." Adding, removing, or modifying identifying network header information to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

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9 – Payments

Like all hosting providers, our services require a payment in order for them to be made available to a user. As stated previously, the user agrees to pay us in advance in order for services to be rendered. We maintain the right to update or otherwise amend the price of services as we see fit. To ensure uninterrupted service, we'll bill you for Services from the date you submit your initial payment and on each renewal period afterward until cancellation via our payment processors. Should you contact your bank or credit card company to decline, chargeback, or otherwise reverse the charge of any payable fees to us ("Chargeback"), we reserve the right to, and your account may be subject to suspension or termination. We reserve the right to automatically process the credit cards of customers who have subscribed to our service with a credit card. The automatic payments will commence no earlier than 7 days before the service due date. If you have questions about a payment made to us, we encourage you to contact our team before filing a Chargeback. We reserve our right to dispute Chargebacks. Also, before submitting a chargeback, it is strongly recommended that you know the section on refunds.

10 – Refusal of Service

We reserve the right to refuse service to anyone at any time, at our sole discretion.

11 – Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold harmless Space Hosting, affiliates and their directors, officers, employees, contractors, service providers, and agents from and against all legal proceedings, damages, losses, liabilities, costs, claims, demands, fines, awards and expenses of any kind (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (a) your breach of this agreement; (b) your user content, your sites, and your eCommerce; (c) any claims by, on behalf of or against your end users; (d) your violation of any law or regulation or the rights or good name of any third party. This indemnity covers any liability or expense arising from claims, losses, damages, judgments, fines, litigation costs, and legal fees.

12 – Subject and conditions of sale

All customers (companies or individuals) must comply with the terms and conditions of use; it is the customer's responsibility to keep themselves informed of further changes to the terms. Space Hosting may change the terms and conditions at any time without notice.

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13 – Duration of the contract

The duration of the contract is specified by the customer at the time of the order: monthly, quarterly, half-yearly, yearly, biennially, and triennial. Through tickets or email (info@space-hosting.net), the customer can request only the upgrade of the duration of the contract (renewals). Downgrading the Contract Period is not allowed. You can request the cancellation of the contract at the end of the billing cycle with any plan.

14 – Confidentiality

We strictly prohibit the publication of any information from emails, tickets, or other corporate communication systems. Our commitment to protecting the privacy of our customers means that we will never post any information about them online or offline, ensuring their sensitive information remains secure at all times.

15 – Activation

All virtual services activations take place in a few hours/minutes if the service is available; for services temporarily not available, it may take a few days. Customer data will be verified. Space Hosting has the right to refuse activation of orders (by issuing a refund for them). For Dedicated Servers and Domains, the activation can take from 2 hours.

16 – Windows VPS License & Custom ISO

Windows Server 2016/2008/2012 Trial comes with a 180-day trial license. It will be the customer who will have to activate the license when the 180 days have expired (or can reset the 180 days by typing the command: slmgr-rearmin the CMD with administrative permissions), Space Hosting does not provide Windows licenses. We do not guarantee the installation of Custom ISO on Dedicated Servers and on VPSes. On VPSes custom iso must be installed from the control panel by customers. On Dedicated Servers, we will try to install the ISO, but in some cases, it`s required that the client install it via the KVM console.

17 – Compensation Policy / Liability

Space Hosting is not responsible for any damage caused by: loss of data, DDoS, computer attacks, damage to the server, or errors. The customer must always make a backup of their data to keep it in a safe place. Space Hosting only provides backups to clients for some servers as a paid and requested service.

Force Majeure. Space Hosting shall not be liable for any failure or delay in performing our obligations where such failure or delay results from events beyond our reasonable

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control, including but not limited to: natural disasters, acts of war or terrorism, government actions, pandemic, power outages, internet backbone failures, or third-party service disruptions.

18 – Payments, Renewals & Activations

Activations Space Hosting accepts payments via: Credit / Debit Card, Cryptos, and Credit Card and Bank Transfer. In case the customer data is not verifiable (customer data invented), Space Hosting has the right to refuse activation by issuing a refund of the payment. The renewal must be carried out at the latest on the expiry date. No extra days of service will be allowed. Space Hosting reserves the right to cancel VPS or services even the day after the deadline. Automatic payments made for hosting services or other digital content at Space Hosting are non-refundable. Clients must request cancellation of services at least 10 days prior to the expiration date to avoid automatic renewal. These conditions are in accordance with the Directive on consumer rights. Specific terms and conditions regarding refund policies are detailed in this document.

19 – Support

Space Hosting undertakes to offer all the necessary support for the administration of the provided service. We remind you that Space Hosting's Team doesn't provide support for scripts or software Installations or Operating System maintenance with the default Support Plan (Unmanaged Support). Following the delivery of the server, any further request to reinstall the operating system or any smart hand service will cost a fee of 20 Euros, as the server will have to be physically and manually managed. Alternatively, you can reinstall or diagnose any issue related to the Operating Software, by requesting the KVM console access via ticket.

20 – Rights

Space Hosting reserves the right to suspend the service offered at any time. Any illegal or infringing material on the rights of third parties hosted on our servers is not allowed. For example, illegal activities such as phishing.

21 – Complaints

In case of any payment dispute (Credit/Debit Card), Space Hosting reserves the right to suspend the service and seek compensation for any damages incurred.

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22 – Refunds

22.1 – General Information

The gateway transaction commission will never be refunded (generally 2.9% plus 30 cents per transaction). Refunds will never be issued during the deployment phase, which may be extended during the holiday season. Invoices regarding account funding are not refundable: once the amount it's deposited, it must/will be used for our services. It is not allowed to change BIOS settings (that are already optimized for the best performance): changing BIOS settings will lead your server to the termination without any refund. For any questions or concerns regarding our refund policy, customers are encouraged to contact our support team. The right of withdrawal does not apply to any hosting services or other digital content purchased from Space Hosting, in accordance with Directive 2011/83/EU on consumer rights. Specific terms and conditions regarding refund policies are detailed in this document.

22.2 – Virtual Systems

Under our 14-day money-back guarantee, Space Hosting offers refunds for our Cloud Solutions, including VPS Hosting, Game Hosting, Discord Bot Hosting, and Web Hosting. This guarantee is not applicable to Domain or Dedicated Server purchases. Additionally, refunds will not be provided for cloud services activated for more than 13 days due to the consumption of non-refundable resources such as electricity, internet connection, and licenses.

22.3 – Domains and Dedicated Servers

All payments for Dedicated Servers are non-refundable and irrevocable.

23 – Miners

Space Hosting welcomes customers from all backgrounds and industries. However, certain activities on Virtual Servers can place an excessive load on our systems, affecting the performance and experience of other users. Therefore, any mining or other resource-intensive activities that cause a high and prolonged load of resources must be allowed by our team via ticket. Failure to comply with this rule will result in the immediate suspension of the virtual server without any possibility of a refund (see 22 - Refunds). These limitations are applied only to Virtual Servers. Solana is not allowed on any of our systems. So if you are engaging in mining activities and would like to continue using our services, send an email to info@space-hosting.net.

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24 – DDoS Protection

Space Hosting is committed to providing the best possible service to our customers. We have in-house DDoS protection systems that we use to mitigate attacks. However, in the event of a DDoS attack, Space Hosting cannot be held responsible for any resulting offline status since attacks in telecommunications can be mitigated but not always instantly stopped.
Service Level Agreement. Space Hosting aims to maintain a 99.9% monthly uptime for all paid services, excluding scheduled maintenance and force majeure events. In the event of downtime exceeding this target, affected customers may request a service credit by contacting support within 7 days of the incident. Service credits are issued at Space Hosting's discretion and do not constitute a refund.

25 – Resellers with Panel

Cloud Resellers Users cannot downgrade their plans. All plans and invoices of Cloud Users (Resellers) are interdependent, meaning that if a user fails to pay an invoice for an active plan, all associated resources, including those from other plans (even non-cloud ones), will be automatically suspended.

26 – Network Speed

Our virtual solutions offer 1Gbps of shared bandwidth between virtual users on a certain system. Our dedicated servers provide a 1 Gbps network port. We guarantee a minimum download and upload speed of 100 Mbps for dedicated server solutions, as it is possible for the network card drivers to cause a speed limit of less than 1 Gbps. It is the customer's responsibility to update their network card drivers if they wish to achieve the full 1Gbps speed on our systems.

27 – Free Hosting

While our free hosting service is among the top in the industry and is ad-free, Space Hosting cannot guarantee stability or uptime for free hosting. To keep their free server active, customers must contact us on a monthly basis to request an extension of the product's "life". It is the customer's responsibility to contact us.

28 – Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Italy. Any disputes arising from or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan (Tribunale di Milano).

29 – Dispute Resolution

Before initiating legal proceedings, the parties agree to attempt mediation in accordance with Italian Legislative Decree 28/2010. If mediation fails, either party may bring the dispute before the competent court as stated in Section 28.

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30 – Sanctions Compliance & Anti-Money Laundering

Space Hosting complies with EU, Italian and United Nations sanctions and with anti-money-laundering laws. By using our services, you confirm that you are not a sanctioned or listed person, that you are not located in, resident in or acting on behalf of a restricted jurisdiction, and that you will not use our services or payment methods to evade sanctions, launder money, finance terrorism or commit fraud.

We may ask for identity, company or payment-ownership verification, restrict payment methods by country (for example, cryptocurrency payments are not available to customers in Russia and Belarus), and refuse, cancel, suspend or terminate any order or service, without liability, where required by law or by this Policy.

Full details are set out in our Sanctions Compliance & AML Policy, which forms part of this Agreement: https://clientarea.space-hosting.net/policy/sanction.pdf

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