



Terms & Conditions Agreement

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Terms of Service

Company

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

These Terms of Service ("Terms") govern your use of our Websites ("Sites") & Services that are provided by SpaceHosting ("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 England & Wales 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 strong password & two-factor authentication etc.

2 – Content:

Any content uploaded to our service must not be contrary to law; especially content in 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 agree to hold SpaceHosting harmless from any and all liability arising as a result of the usage of 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 EU Law. 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 responsible for the content shared or distributed via said systems.

4.3 – Payments: You agree to pay SpaceHosting 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 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 at will 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

Like most providers, we operate anti-abuse and fraud detection systems across our systems and network - which primarily applies to our virtual private servers. This is to ensure that they are being used for lawful purposes. Due to this, our VPS purchases will need to be manually verified. 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, violations of international intellectual property and copyright laws and must not be used as a for any purpose which may be in contravention of the ITA Computer Misuse Act. 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 at will and we reserve the right to identify what is suspect or malicious.



5.3 – Game Servers & Services

Like most providers, we operate anti-abuse and fraud detection systems across our game server systems. This is to ensure that they are being used fairly and for lawful purposes. Due to this, our Game Services may need to be manually verified. SpaceHosting 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, violations of international intellectual property and copyright laws, and must not be used as for any purpose which may be in contravention of the ITA Computer Misuse Act. 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 and/or Services at will 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; (d) we may terminate, suspend, restrict or disable access to your account or parts, some or all of your websites.

7 – Abuse Overview:

Any activity which hinders the ability of us 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.

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.



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 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 any Chargeback. 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 SpaceHosting, 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 himself informed of further changes to the terms. Space-Hosting may change the terms and conditions at any time without notice.

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 the modification of the duration of the contract (renewals). You can request the cancellation of the contract at the end of billing cycle with any pla.



14 – Confidentiality

We take the privacy and confidentiality of our customers and procedures very seriously. That is why 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 activations take place in a few hours if the service is available, for services temporarily not available (for example: the VPS space has run out) it may take a few days (the customer will be notified within 2/4 hours from the order in that case). customer data will be verified. Space -Hosting has the right to refuse activation of orders (obviously by issuing a refund of it).

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 -rearm` in 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 VPS. On VPS 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 installs 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, errors. The customer must always make a backup of their data to keep in a safe place. Space -Hosting only provides backups to clients for some servers.

18 – Payments, Renewals,

Activations Space Hosting accepts payments via: Credit / Debit Card, PaySafeCard, 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.

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. Following the delivery of the server, any further request to reinstall the operating system will cost a fee of 17 Eur as the server will have to be physically and manually reinstalled. Alternatively, you can reinstall, or diagnosticate any issue related to the Operating Software, by requestion 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

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.

22 - Refunds

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. In the specific case where a refund is requested within the 14-day period, Space Hosting will provide a refund only for the unused days of the service. It is important to note that the transaction commission will not be refunded. The commission is generally 2.9% plus 30 cents per transaction to process card payments online. Refunds will not be issued during the deployment phase, which may be extended during the holiday season. All payments for Dedicated Servers are non-refundable and irrevocable. 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. Invoices regarding account funding are not refundable: once the amount it's deposited it must/will be used for our services. It is totally NOT ALLOWED to change BIOS settings that are already optimized for the best performances.: changing BIOS settings will lead your server to termination without any refund. For any questions or concerns regarding our refund policy, customers are encouraged to contact our support team.

23 – Miners

Space Hosting welcomes customers from all backgrounds and industries. However, certain activities can place an excessive load on our systems, affecting the performance and experience of other users. Therefore any mining activities or any activities that cause 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). Additionally, Solana is not supported on 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. We are committed to finding the best solution for our customers and will work with you to find a suitable plan that meets your needs.

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 as much as possible. However, in



the event of a DDoS attack, Space-Hosting cannot be held responsible for any resulting offline status. We are actively working to improve our DDoS protection and will continue to do so to ensure the best possible experience for our customers.

25 - Resellers with Panel

Cloud users are unable to downgrade their plans due to limitations within the code of WHMCS and Virtualizor. All plans and invoices 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. The purpose of our cloud accounts is to provide users with the ability to start their own business without investments and create multiple virtual machines of their choice. We use KVM virtualization technology, which is among the best in the market and offers maximum performance. While it is possible to create virtual machines with up to 32 vCores, we recommend avoiding exceeding this limit to prevent any potential performance issues. Cloud users can allocate up to 32 vCores in a single VPS for optimal performance. Our virtual solutions offer 1Gbps of shared port speed, while our dedicated servers provide 1Gbps of unshared port speed. We guarantee a minimum download and upload speed of 100Mbps for dedicated server solutions, as it is possible for the network card drivers to cause a speed limit of less than 1Gbps. It is the customer's responsibility to update their network card drivers if they wish to achieve the full 1Gbps speed on our systems.

26 - 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.