

UPHOST SOLUTIONS LIMITED

Company No. 17188833 · 128 City Road, London EC1V 2NX, United Kingdom · uphost.cloud

Terms of Service (Public Offer Agreement)

Effective date: 28 July 2026

UPHOST SOLUTIONS LIMITED, a company incorporated under the laws of England and Wales, registration number (Companies House) **17188833**, registered office: **128 City Road, London EC1V 2NX, United Kingdom**, hereinafter referred to as the "Company", offers virtual server rental services and related services to any legal entity or individual with full legal capacity, hereinafter referred to as the "Client", on the terms of this Offer.

In accordance with the laws of England and Wales, the unconditional acceptance of the terms of this Agreement shall be deemed to be the Client's registration in the client area at <https://my.uphost.cloud>, the crediting of funds to the client area balance, or the Client's payment for the Company's services — whichever occurs first. The Client's payment shall be deemed received upon the crediting of funds to the account of the Company or its authorised payment agent (for cryptocurrency payments — upon confirmation of the transaction in the relevant blockchain network), provided that supporting payment data identifying the payment has been received.

The Acceptable Use Policy (AUP) and the Privacy Policy published on the Company's official website form an integral part of this Offer. By accepting this Offer, the Client confirms that they have read the said documents and accept them in full, and further confirms that they have reached the age of 18 or are duly authorised to act on behalf of a legal entity.

1. Terms and Definitions

1.1. **Services (Hosting)** — services for the rental of virtual servers (VPS/VDS) and related services, the list, specifications and prices of which are published in the client area.

1.2. **Client Area** — the secure section of the website <https://my.uphost.cloud> through which Services are ordered, paid for and managed.

1.3. **Balance** — the Client's account of funds in the client area, topped up by the Client and used to pay for the Services.

1.4. **Billing Period** — the period for which the Client has paid for the Service.

1.5. **AUP** — the Acceptable Use Policy published on the Company's official website.

2. Company's Area of Responsibility

2.1. Issues with host machines (physical servers), network infrastructure and connectivity are the responsibility of the Company.

2.2. Issues with the operating system and any software installed on the virtual server by the Client, as well as with the Client's data and configurations, are the responsibility of the Client.

2.3. The Company does not administer the Client's virtual servers unless expressly provided otherwise by the terms of a specific Service.

3. Payment Procedure

3.1. Services are provided on the basis of 100% advance payment. The Service is normally activated automatically upon receipt of payment; in cases requiring manual configuration — within 24 (twenty-four) hours.

3.2. Payment for the Services is made in Russian roubles (RUB) on the basis of the current tariffs published in the

client area.

3.3. Payment may be made by one of the following methods:

3.3.1. by a bank card issued by a bank of the Russian Federation;

3.3.2. via the Faster Payments System (SBP);

3.3.3. by cryptocurrency (the list of accepted cryptocurrencies is indicated in the payment interface).

3.4. Fees charged by intermediaries, payment systems and cryptocurrency transfer operators may be added to the payment amount. Exchange rate differences and cryptocurrency volatility are at the Client's risk: the amount actually received by the Company (its payment agent) upon confirmation of the transaction shall be credited.

3.5. **The Company does not make automatic debits from the Client's bank cards.** No auto-payment option is provided. Each payment is initiated and confirmed by the Client independently; the Client independently monitors the expiry dates of the paid Services and renews them in due time.

3.6. The Company does not offer promotional tariffs, free trial periods or discount programmes. All Services are provided exclusively on the terms of the current tariffs.

3.7. If payment for the next Hosting period is not received, the Company suspends the provision of the Services.

3.8. After the suspension of the Services (including in the event of late payment or freezing of the service), the Client's data is retained for 2 (two) calendar days. Upon expiry of this period, all Client data relating to the Service provided may be irretrievably deleted without any possibility of recovery, and the Company shall not be liable for its loss.

3.9. If full payment is received after the suspension of the Service (before the expiry of the period specified in clause 3.8), the provision of the Service shall be resumed within 24 (twenty-four) hours.

3.10. The Company may revise its tariffs. Changes do not affect a Billing Period already paid for and apply from the next Billing Period.

4. Refunds

4.1. Refunds for the server rental Service:

4.1.1. within the first 7 (seven) calendar days from the activation of the Service, the Client may cancel the Service and receive a full refund of the funds paid for it;

4.1.2. after the expiry of 7 (seven) calendar days, the refund is made in proportion to the unused (remaining) rental term, calculated from the date the Company receives the refund request until the end of the paid Billing Period.

4.2. Refunds from the client area Balance: the unused remainder of funds credited to the Balance may be refunded to the Client upon request submitted within 14 (fourteen) calendar days from the date of the relevant Balance top-up. After this period, no refund of Balance funds shall be made, unless otherwise required by mandatory provisions of applicable law. This clause does not apply to funds deposited using cryptocurrency (clause 4.9).

4.3. To request a refund, a request with the subject "Refund" must be submitted via the client area at <https://my.uphost.cloud> or sent to support@uphost.cloud, specifying the service/payment identifier and the details for the refund.

4.4. Refunds are made within 10 (ten) business days from the approval of the request, normally to the account (by the same method) from which the payment was made. Payment system fees incurred by the Company in processing the refund may be deducted from the refund amount.

4.5. In the event of the Client's breach of the terms of service provision (this Offer and/or the AUP), the Company shall have the right to refuse the Client a refund.

4.6. If, through the fault of the Client to whom a refund is being made, the Company has incurred losses

(disconnection of servers or networks, blacklisting of IP addresses, etc.), the amount of the losses incurred by the Company shall be deducted from the refund amount.

4.7. The Client may be refused a refund if fraud or a breach of the terms of service provision described in this Offer has been established.

4.8. Service credits (goodwill credits):

4.8.1. where the Company, at its own discretion, credits funds to the Client's Balance as a gesture of goodwill (including, without limitation, situations where the Services were operational but did not meet the Client's subjective expectations), such credited amounts shall be recognised as service credits;

4.8.2. service credits are non-refundable, cannot be withdrawn or exchanged for money, cryptocurrency or any other form of compensation, and may be used solely to pay for the Company's Services;

4.8.3. service credits do not constitute a refund of funds and do not create any refund obligations of the Company within the meaning of applicable consumer protection legislation.

4.9. Funds paid in cryptocurrency:

4.9.1. no refunds shall be made in respect of funds deposited using cryptocurrency, including top-ups of the client area Balance and payments for the Services;

4.9.2. by choosing cryptocurrency as a payment method, the Client confirms that they have been informed of, and agree to, the non-refundable nature of such payments prior to making the payment;

4.9.3. funds deposited using cryptocurrency may be used solely to pay for the Company's Services and are not subject to withdrawal or exchange for money or any other form of compensation;

4.9.4. the provisions of this clause do not deprive the Client of their statutory rights under mandatory provisions of applicable law.

4.10. The provisions of this section do not limit consumer rights under mandatory provisions of applicable law, including the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to the extent they apply to the Client.

5. Client's Rights and Obligations

5.1. The Client is granted access (unless otherwise agreed) to a virtual server with administrator rights, and the Client bears all responsibility associated therewith.

5.2. The Client has the right to install and use any software on their server, provided that it is legal and does not infringe copyright or related rights or the applicable laws of the United Kingdom.

5.3. The Client must ensure that all hosted materials, the software used and the content placed on the server comply with the applicable laws of the United Kingdom and the provisions of the AUP, and is responsible for such compliance.

5.4. The Client has the right to use their Hosting for any purposes other than purposes contrary to the laws of the United Kingdom, copyright and related rights legislation, and the AUP.

5.5. The Client must provide accurate data upon registration, keep it up to date (updates — within 7 calendar days from the date of change) and ensure the security of their account credentials. All actions performed through the Client's account are deemed to have been performed by the Client.

5.6. The Client independently performs backups of their data and stores them outside the Company's infrastructure.

5.7. All matters relating to the operability of the Client's Hosting are accepted via support requests in the client area at <https://my.uphost.cloud> or at support@uphost.cloud.

5.8. If the Client's Hosting is blocked due to a complaint and/or other causes (network scanning, outgoing DDoS attacks, etc.) 1 (one) or more times per month and the Client fails to take action on the complaint received, the

Company shall have the right to terminate the provision of the Service early and block the Client without a refund.

5.9. If the Client fails to take action on a complaint received, the Company reserves the right to block the Client without further notice.

5.10. The Company may suspend the Client's Service early upon receipt of a substantiated complaint without prior notice, regardless of the number of complaints received, where the violation poses an immediate threat to third parties or the infrastructure (the complaint handling procedure is set out in the AUP).

5.11. The Company may decline to provide data from a stopped server of the Client if it was blocked for a violation (following a complaint). In other cases, data is provided at the Company's discretion, subject to the retention periods established by clause 3.8.

5.12. The Company reserves the right to suspend or terminate the Client's access to the account if additional accounts created by the same Client for the purpose of circumventing restrictions or violating this Offer are discovered. Evidence of a link between accounts may include, without limitation: matching personal data, IP addresses, access devices, payment details or other factors indicating that the accounts belong to the same person. The blocking decision is made on the basis of a comprehensive analysis of the available information and may be reconsidered if the Client provides convincing evidence of the absence of violations.

6. Company's Rights and Obligations

6.1. The Company's Services are provided "as is". The Company reserves the right to revise the rules of service provision, including its pricing policy and tariff specifications, with prior notice to the Client; the new rules take effect upon their publication on the Company's official website, unless another date is specified, and do not affect a Billing Period already paid for.

6.2. The Company undertakes to maintain the proper quality of the host machines and to remedy faults within the shortest reasonable time.

6.3. The Company does not guarantee 100% availability of the network and host machines.

6.4. Scheduled maintenance, updates and similar activities are carried out, where possible, during off-peak hours with advance notice to the Client. This clause does not apply to force majeure situations and unscheduled (emergency) works.

6.5. The Company is not liable for the inability to access the services caused by third parties.

6.6. The Company reserves the right to stop the Client's services and servers for scheduled maintenance, as a result of DDoS attacks and other network attacks, as well as in the event of natural disasters and other force majeure circumstances (including acts of public authorities, large-scale failures of power supply and communication networks, and acts or omissions of upstream providers and data centres). The time for the Company's performance of its obligations shall be extended in proportion to the duration of such circumstances.

6.7. The Company provides technical support to Clients on the basis of requests via the client area at <https://my.uphost.cloud> and at support@uphost.cloud.

6.8. The Company is not responsible for the operation of third-party software on the Company's servers.

6.9. The Company may engage third parties (data centres, payment providers, infrastructure suppliers) to perform its obligations, remaining liable to the Client.

6.10. The Company may monitor the technical parameters of the use of the Services (load, traffic, network activity) without systematic access to the content of the Client's data, except in cases provided for by law or the AUP.

7. Prohibited Content and Software

7.1. The full list of prohibited activities and content is set out in the Acceptable Use Policy (AUP), which forms an integral part of this Offer. In particular, the following is prohibited on the Hosting:

- 7.1.1. hosting pornography, including links and advertisements containing pornographic scenes;
- 7.1.2. hosting information and software that is contrary to and/or prohibited by the laws of the United Kingdom, including infringements of copyright and related rights legislation;
- 7.1.3. hosting software for botnets, mining (without the Company's written consent), grabbing, phishing and other purposes clearly contrary to lawful operation on the Internet;
- 7.1.4. carrying out bulk email campaigns without the prior express consent of the recipients;
- 7.1.5. hosting services (including those with paid or private access) that may serve as auxiliary means for unlawful activities on the Internet;
- 7.1.6. hosting network scanners, proxy checkers, stressers/booters and similar software;
- 7.1.7. using the Hosting to create, provide or sell commercial VPN services, including paid, public or mass access for third parties; the use of a VPN for the Client's personal, non-commercial purposes is permitted.
- 7.2. The use of network resources is governed by a Fair Use Policy in accordance with the AUP: in the event of systematic excessive use of the channel that adversely affects the operation of the network and other clients, the network access speed for the relevant Service may be reduced (shaping) until the end of the billing period.

8. Termination of Services at the Company's Initiative

- 8.1. The Company reserves the right to terminate the provision of the Services immediately and without warning in the event of:
- 8.1.1. unauthorised distribution or copying of copyright-protected software, violation of the laws of the United Kingdom, other international rules and agreements, export and sanctions restrictions, fraud, trafficking in pornographic materials or drugs, and other illegal activities;
 - 8.1.2. bulk email campaigns for which the express consent of the recipients was not obtained;
 - 8.1.3. defamation, disclosure of third parties' personal information, infringement of copyright, related and other intellectual property rights;
 - 8.1.4. hosting pornographic content in all its forms, including links to other websites with such content;
 - 8.1.5. violation of privacy and property rights; posting defamatory and offensive information; aiding and abetting or inciting ethnic hatred, murder, terrorism or violence in any form;
 - 8.1.6. obstruction of the normal and stable operation of servers, network resources and the Company's operations in general (including DDoS attacks, network scanning, password brute-forcing);
 - 8.1.7. provision of knowingly false Client data or refusal to confirm it;
 - 8.1.8. improper communication with the Company's staff, including the use of profanity and the dissemination of defamatory information about the Company.
- 8.2. The Company reserves the right to disclose information about the Client in the event of an official request from law enforcement and other competent authorities in accordance with applicable law.
- 8.3. Upon termination of the Services on the grounds specified in clause 8.1, the funds paid are non-refundable (clause 4.5), and the Client's data is deleted in the manner and within the time limits established by clause 3.8.
- 8.4. If the Company discontinues the provision of the relevant type of Services for commercial reasons (unrelated to violations), the Client shall be notified at least 14 (fourteen) calendar days in advance, and the funds for the unused period shall be refunded.

9. Limitation of the Company's Liability

9.1. The Company is not responsible for the Client's choice of operating system or software and for the consequences that this may entail.

9.2. The Company is not liable for indirect damage, loss of profit, loss of information (subject to clauses 3.8 and 9.4), damage to business reputation or other similar types of damage.

9.3. The Company does not carry out prior review of the content of the Client's Hosting. The exception is cases where a reasoned complaint is received from a third party, which are handled in the manner established by the AUP.

9.4. The Company is not liable for the safety, integrity, loss of, or unauthorised access to, the data placed by the Client on their server. The Client independently ensures the backup and protection of their data and takes all measures to prevent its loss or compromise. The Company is not obliged to restore the Client's data after a failure, deletion or suspension of the service.

9.5. The Company's aggregate liability to the Client on any grounds arising out of or in connection with this Offer is limited to the amount actually paid by the Client for the Services during the 3 (three) months preceding the event giving rise to the liability.

9.6. Nothing in this Offer limits or excludes the Company's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded under the laws of England and Wales.

9.7. The Client shall indemnify the Company against losses arising from third-party claims and actions related to the Client's breach of this Offer, the AUP or applicable law.

10. Service Level Guarantee

10.1. The Company guarantees the availability of the Hosting servers at a level of 99% per month.

10.2. In the event of a breach of clause 10.1 of this Offer, each full day (24 hours) of Service downtime caused by the Company shall be compensated to the Client at double the rate.

10.3. Compensation is credited only in the form of additional days of service and cannot be paid out in monetary form.

10.4. Compensation is credited on the basis of a support request in the client area at <https://my.uphost.cloud>.

10.5. Downtime does not include scheduled maintenance periods, or unavailability caused by the actions of the Client, third parties or force majeure circumstances.

11. E-mail Notifications

11.1. The Client's registration in the client area at <https://my.uphost.cloud> constitutes the Client's consent to receive service e-mail messages (notifications of payment, expiry of the Services, maintenance works, changes to the terms and other material events). Opting out of service notifications is possible only by fully closing the Client's account.

11.2. Informational messages containing offers of the Company's services are sent in compliance with the Privacy and Electronic Communications Regulations 2003 (PECR); the Client may opt out of receiving them at any time via the link in the message or by contacting support.

11.3. The Company is not liable for the Client's failure to receive important informational messages for reasons beyond the Company's control (blocking by spam filters, an out-of-date address, etc.).

12. Governing Law and Dispute Resolution

12.1. This Offer, as well as any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

12.2. The Parties undertake to resolve all disputes and disagreements through negotiations. A claim shall be sent to support@uphost.cloud and shall be considered within 10 (ten) business days of receipt.

12.3. If no agreement is reached, the dispute shall be referred to the courts of England and Wales, except where mandatory consumer protection rules of the place of residence of a Client who is a consumer provide otherwise.

12.4. The invalidity of any individual provision of this Offer shall not entail the invalidity of its remaining provisions. This Offer does not create any rights for third parties within the meaning of the Contracts (Rights of Third Parties) Act 1999.

13. Company Details

Service provider:

UPHOST SOLUTIONS LIMITED

Company number: 17188833

128 City Road, London EC1V 2NX, United Kingdom

E-mail: support@uphost.cloud

Complaints and abuse: abuse@uphost.cloud

Official website: <https://uphost.cloud>

Client area: <https://my.uphost.cloud>