Public Offer Agreement

1. Definitions

- "Company" ASDhere Hosting
- "Client" An individual or entity that accepts this Agreement.
- "Services" Hosting services, including VPS, dedicated servers, and related services.
- "Website" The official website: asdhere.net
- "Control Panel" The Client's personal dashboard for service management. "Order" – A request submitted by the Client specifying the desired Services.
- "Tariff Plan" A set of pricing terms under which the Company offers specific Services.
- 2. Subject of the Offer

- 2.1. The Company provides the Client with the Services under the terms specified in this Agreement.
- 2.2. The specific types and costs of the Services are determined by the active Tariff Plans published in the Control Panel.
- 3. Rights and Obligations

2.3. By placing an Order, the Client fully and unconditionally agrees to the terms of this Agreement.

3.1. Company's Rights

- Temporarily suspend or terminate the provision of Services for maintenance, security reasons, or policy violations, with prior notification when possible. Modify, update, or discontinue Services at its discretion, provided it does not substantially degrade existing features
- without reasonable notice.
- Unilaterally amend this Agreement and Tariff Plans, notifying the Client at least 7 (seven) calendar days before the
- Independently determine whether a Client's actions violate this Agreement.
- 3.2. Company's Obligations

- Process payments correctly and reflect them in the Client's Control Panel.
- Service Provision Disclaimer The Company provides Services "as is" and does not guarantee their uninterrupted or
- error-free operation. Limitation of Liability – The Company shall not be liable for direct or indirect damages resulting from the use or inability
- 3.3. Client's Rights

Access information about the Services through the Control Panel, including up-to-date Tariff Plans, resource usage

- renewing subscriptions. Receive consultation and technical support from the Company, including assistance with configuration,
- troubleshooting, and service restoration. Dispute incorrect charges or unauthorized service disconnections by submitting a request via the Control Panel.
- Request the deletion of their data in accordance with the Privacy Policy.
- Use the Services legally and in accordance with international laws.
 - Not engage in fraud, abuse, or violations that could harm the Company or third parties.
 - Timely pay for the Services and manage renewals to avoid suspensions. Compliance with Legal Requirements – The Client must use the Services in accordance with applicable laws and must
 - not engage in illegal activities.
 - with third parties.
- 4. Payment Terms

- 4.2. All Services are provided on a 100% prepayment basis, unless otherwise agreed with the Company individually.
- in the Control Panel.
- 4.4. If the Service prices change, the Company will notify Clients at least 7 (seven) calendar days before the new rates take effect via:

4.3. The Company reserves the right to change the Service pricing by updating the Tariff Plans published on the Website and

- An email sent to the address specified in the Client's account; A message in the Control Panel;
- 4.5. New rates apply only to future payments. If the Client has prepaid for the Services in advance, the price remains unchanged
- 5. Refund Policy
- 5.1. A refund is possible within 14 days from the date of Service provision, only if the Service does not meet the declared

- 5.3. Refunds for services are credited only to the Client's internal account balance in the Control Panel.
- 5.4.1. If technically possible, a refund will be processed to the same payment method used for the payment, subject to AML.
- 5.4.2. If a refund to the original payment method is impossible, the Client may request a refund to an alternative account, subject to:

Processing time of up to 45 days, extendable if additional verification is required

- Translation and notarization of documents if issued in another language A written explanation of why alternative account are used.
- By initiating any payment or requesting a refund, the Client confirms their acceptance of these terms. 6. Force Majeure Circumstances
- 6.1. Definition of Force Majeure The Company is released from liability for full or partial non-fulfillment of its obligations under this Agreement if such non-fulfillment is caused by circumstances beyond the reasonable control of the Company (force majeure), including but not limited to:
 - Wars, armed conflicts, revolutions, terrorist acts, riots The imposition of sanctions or embargoes that hinder the Company's operations
 - The period of fulfilling obligations is suspended for the duration of the force majeure If the force majeure lasts more than 60 days, either party has the right to terminate the Agreement

Natural disasters and emergencies

Political and social events

- 6.3. Dispute Resolution All disputes and disagreements should be resolved through negotiations
- 7. Amendments and Termination 7.1. Amendments to the Agreement
 - calendar days before the changes take effect through one of the following methods: Posting a notice in the Control Panel; Sending an email to the address registered in the Client's account;
- The Client has the right to terminate the Agreement at any time by notifying the Company through the Control Panel

7.2. Termination of the Agreement by the Client

to existing Services

- All previously paid Services remain active until the end of the paid period but will not be renewed The Client will lose the ability to order new Services Restrictions on the use of the Control Panel will be applied, including a ban on balance top-ups and changes
 - Once all paid Services expire, the Client's account may be deleted or moved to an archived state
 - The Client violates the terms of this Agreement The Services are used for illegal activities (DDoS attacks, malware distribution, fraud, etc.) Violation of legislation or international sanction regimes

Failure to provide the required documents under KYC/AML procedures

- 8. Tariffs and Payment
- 8.1. Final Prices and Tariff Plans The current Tariff Plans, pricing conditions, and payment methods are available in the Client's Control Panel at my.asdhere.net
- 8.2. Payment Terms

In the event of termination by the Company

- The Client must pay for the Services in full before activation If the Client fails to make a payment by the due date, the Services may be suspended or deleted
- 8.3. Taxes and Fees
 - The Client is responsible for all applicable taxes, duties, and fees associated with the use of the Services The Company does not compensate for additional charges applied by payment processors or banks
- 8.4. Automatic Renewals
- balance or linked payment method If the payment fails, the Services may be suspended until payment is received

- Refuse service at its discretion, particularly in cases of suspected fraud, abuse, or illegal activity.
 - Block or restrict access if a Client's actions threaten the stability, security, or performance of the Services or impact third parties.
 - changes take effect.
 - Provide the Services as described in this Agreement and the Tariff Plans published on the Website.
 - Provide technical support as outlined in the applicable Service Plan. Protect Client information and only disclose it to third parties when legally required.
 - to use its Services.
 - statistics, and payment history. Manage the Services through the Control Panel, independently adjusting settings, ordering additional services, and
- 3.4. Client's Obligations
 - Ensure the security of account credentials and notify the Company of any unauthorized access.

 - Confidentiality of Credentials The Client is responsible for keeping their login details secure and must not share them
- 4.1. Payment for the Services is made through the Control Panel using the available payment methods.
- for the paid period.

A notice published on the Company's Website.

- technical specifications. 5.2. Refunds are not issued for additional services, IP addresses, software, or other add-ons.

5.4. The funds can be withdrawn from the internal balance to the client's banking details.

- A notarized written request including full identification details Verification of ownership of the specified account
- The commission for processing refunds to other banking details is up to 10% of the refund amount, depending on complexity
- Cyberattacks and external threats Large-scale DDoS attacks targeting the Company's servers or network

Earthquakes, hurricanes, floods, tsunamis, tornadoes, wildfires

- Viruses or hacking attacks that disrupt infrastructure operations Unauthorized interference by third parties in the operation of servers, data centers, or the Control Panel Technical failures beyond the Company's control Data center failures, including fires, floods, or equipment damage Critical failures in the operation of internet providers, backbone networks, or undersea cables
- 6.2. Consequences of Force Majeure The Company undertakes to notify the Client within 72 hours (if possible)

The Company is not liable for damages, losses, or data loss suffered by the Client due to force majeure

- If an agreement cannot be reached, disputes shall be referred to the courts in the jurisdiction where the Company is registered
 - The Company has the right to unilaterally amend the terms of this Agreement All changes come into effect upon publication of the updated text on the Website and/or in the Control Panel

Publishing an announcement on the Company's Website.

If the Client continues to use the Services after the changes take effect, this constitutes full and unconditional acceptance of the new terms

If the Client has unused funds in their balance, a refund is only possible in accordance with the Refund Policy

If changes affect the Client's rights and obligations, the Company undertakes to notify the Client at least 7 (seven)

- (Section 5 of this Agreement) In the event of termination of the Agreement:
- 7.3. Termination of the Agreement by the Company The Company has the right to unilaterally terminate the Agreement with the Client in the following cases:
 - All active Services of the Client may be immediately suspended or deleted without the possibility of recovery The Client may be denied access to the Control Panel and all Company services

Abusive behavior, threats, or inappropriate communication with the Company's support team

- The Company reserves the right to change the Tariff Plans at its discretion
- If the Client enables automatic renewal, the Company will attempt to charge the due amount from the Client's account