# Service Agreement(Offer)

Definitions used in this Agreement:

**CONTRACTOR'S WEBSITE** - The web resource dior.host, through which services are primarily ordered and provided.

**INFORMATION SYSTEM** - Server equipment owned or leased by the Contractor.

**CONTRACTOR'S SERVICE CONTROL PANEL (CP)** - The web resource my.dior.host. Through the service control panel, the Contractor allows the Customer to manage services: order new services, renew or cancel existing services, contact the Contractor via the text-based support system, and view issued invoices.

**THE SERVICE MANAGEMENT BOT IN TELEGRAM** - https://t.me/diorhost_bot provides the client with the ability to manage services via messenger: order new services, renew or cancel active services, contact the service provider through the text-based technical support system, and view issued invoices.

**PARTIES or PARTY** - The Customer and the Contractor, when referred to together or separately in the text of the Agreement.

**FILE** - A named area of data on a storage device.

**VDS/VPS** - (Virtual Private Server / Virtual Dedicated Server) - A service in which the user is provided with a so-called Virtual Dedicated Server. In terms of operating system management, it mostly corresponds to a physical dedicated server, including root access, unique IP addresses, ports, filtering rules, and routing tables.

**PERSONAL ACCOUNT** - The Customer's account in the Contractor's Service Control Panel.

**WEBSITE** - A collection of web pages logically linked together. Typically, a website on the Internet represents a set of interconnected data with a unique address and is perceived by the user as a single entity.

**DATABASE** - A system for storing and processing data, which is accessed using the SQL (Structured Query Language) language.

**SERVER** - A specialized computer and/or specialized equipment designed to run service software.

**Domain** - A unique name used to identify and access a resource on the Internet. A domain serves as an address that allows users to locate websites, mail servers, and other resources online.

1. SUBJECT OF THE AGREEMENT.
    1.1 The subject of this Agreement is the provision of computational resources for hosting information in an information system with a permanent connection to the Internet, as well as the maintenance of this information system, consulting on its operation, and

performing tasks related to its functioning (hosting services). The services also include measures aimed at reducing or eliminating "denial of service" traffic directed at the Customer's resources. The permanent connection to the Internet is provided through communication channels that are not part of the Contractor's equipment system.

1.2 Services are provided in accordance with the terms of this Agreement and its Appendices.

1.3 The cost of services is determined based on the rates published on the Contractor's website.

1.4 The type, total cost, and period of service provision are determined by the orders placed by the Customer on the Contractor's website or directly through the Contractor. Orders placed in this manner are recognized by the Parties as legal documents executed in simple written form.

1.5 The Appendices to this Agreement are an integral part of it and are binding on the Parties.

1.6 All communications, except for claims and refund requests, sent via messages on the Contractor's website or directly to the Contractor, are recognized by the Parties as legal documents executed in simple written form.

2. ACCEPTANCE OF THE AGREEMENT .

2.1 The text of this Agreement is a public offer.

2.2 Full and unconditional acceptance of this Agreement is recognized as the Customer's registration on the Contractor's website or the Customer's payment for services in accordance with the terms of this Agreement and the rates published on the Contractor's website. Acceptance signifies that the Customer fully agrees with and accepts the terms of this Agreement.

3. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

3.1 The Contractor agrees to:

3.1.1 Provide the ordered services to the Customer in accordance with the terms of this Agreement and its Appendices.

3.1.2 Notify the Customer of any changes to the rates, terms of the Agreement, and Appendices no less than 3 (three) days in advance.

3.1.3 Notify the Customer no less than 4 (four) hours in advance of any scheduled maintenance or other work that may cause service interruptions.

3.1.4 Ensure the storage of virtual hosting and VDS files for 2 (two) days from the date the Customer misses the next payment, provided there is technical capability to do so.

3.1.5 In the absence of the technical capability to provide the service, send a notification to the Customer via email, ticket in the Customer's control panel, or directly to the Customer. This notification is recognized by the Parties as a legal document executed in simple written form.

3.1.6 Provide uninterrupted services to the Customer, except in cases where interruptions are due to scheduled maintenance, unscheduled technical work, actions or inaction of third parties, force majeure circumstances, or failures in information-transport channels not part of the Contractor's information system. The Contractor is not liable to the Customer or third parties for service interruptions caused by these circumstances.

3.1.7 Ensure the confidentiality, anonymity, and security of the personal data provided by the Customer (whether an individual or sole proprietor).

3.2 The Contractor has the right to:

3.2.1 Disable the Customer's information resources during scheduled maintenance or other work, after notifying the Customer in accordance with clause 3.1.3 of this Agreement.

3.2.2 The Contractor has the right to disable the Customer's information resources during urgent technical work without prior notice to the Customer.

3.2.3 Recommend that the Customer change or modify the Customer's tariff plan depending on the resources consumed by the Customer's software (adjust the tariff to correspond with the server load if such

load exceeds the limits established by the Appendix to this Agreement).

3.2.4 Remove illegal content (files) that contradicts the legislation of the Russian Federation or other countries where the Contractor's server equipment is located. The Contractor bears no responsibility for actions related to the removal of illegal content.

3.2.5 In accordance with clause 3.1.4 of this Agreement, delete the Customer's virtual hosting and VPS/VDS files after 2 (two) days from the missed payment deadline.

3.2.6 Block access to the Customer's resources (content) if the Customer violates the terms established by law, the terms of this Agreement, the Appendices to the Agreement, other internal regulations of the Contractor, ethical norms, or if the Contractor receives a request or demand from a governmental authority requiring or requesting the blocking of resources until the causes of the blockage are resolved. The Contractor bears no responsibility to the Customer or third parties for actions related to the blocking of resources on these grounds. Blocking the Customer's resources (content) refers to the complete or partial cessation of the Customer's access to the Contractor's information system, with the possible redirection of visitors to the Customer's internet resources to the Contractor's service web page containing relevant information.

3.2.7 Inform the Customer via email about news, new and/or additional services, special offers, discounts, promotional campaigns, publications, technical information, and ongoing works.

3.2.8 If the Customer is a business entity, the Contractor has the right to unilaterally and immediately terminate this Agreement in the event of the Customer's violation of the terms of this Agreement, its Appendices, or other internal regulations of the Contractor. In such a case, no refunds will be issued to the Customer.

3.2.9 Block access to the Customer's resources (content) if the Contractor receives complaints about the Customer's activities from competent organizations dealing with internet security, internet regulation, combating spam, the spread of malicious software, or similar activities, as well as from organizations involved in copyright protection.

# 4 RIGHTS AND OBLIGATIONS OF THE CUSTOMER .

4.1 The Customer agrees to :

4.1.1 Before entering into the Agreement in accordance with clause 2.2, carefully review the text of this Agreement, the text of its Appendices, and the text of other internal legal documents published on the Contractor's website.

4.1.2 Fulfill all obligations outlined in the text of this Agreement, its Appendices, and other internal legal documents of the Contractor.

4.1.3 Make payments in the manner and within the timeframes specified in the text of this Agreement.

4.1.4 Keep track of changes to tariff plans, as well as other matters related to the provision of services.

4.1.5 Familiarize themselves with all messages sent by the Contractor via ticket through the website and/or via the official account in the Telegram messenger. These messages, in accordance with clause 1.6 of this Agreement, are recognized by the Parties as documents executed in simple written form.

4.1.6 Keep all contact information (for individuals and representatives of legal entities) and organization details (for legal entities) updated and accurate, as specified on the website. Any losses incurred by the Parties due to discrepancies in contact details and organization information shall be covered by the Customer.

4.1.7 Notify the Contractor in the event of any technical issues.

4.1.8 Ensure the confidentiality of the Customer's information within the Contractor's system. Any individual who provides the Contractor with information necessary to access the server (VDS, VPS, Dedicated) of the Contractor will be considered the Customer.

4.1.9 The placement of software on the Contractor's server equipment that disrupts the normal functioning of the Contractor's equipment and/or segments of the Internet is prohibited

4.1.10 If using the virtual hosting service on a tariff plan that provides unlimited parameters such as disk space, number of websites, number of databases, and others, refrain from using the Contractor's computing resources for the placement of any public content, media content such as audio, video, photos, file hosting, as well as for storing website backups, archives, or reselling hosting services to third parties. The Customer agrees to take into account that resources in such tariff plans are limited to the specific server's resources.

4.1.11 It is NOT PERMITTED to host the following software and content on the Contractor's resources: distributed computing systems and their components (e.g., mining systems), high-load generation systems (software used for denial-of-service attacks), distribution of child pornography, and any form of Islamic fascism propaganda.

4.1.12 When using the "Virtual Server" services (OpenVZ virtualization technology), it is NOT RECOMMENDED to host the following software: Java applications, streaming services, and other resource-intensive applications (the resource intensity is determined by the Contractor). If this provision and clause.

4.1.13 Of this Agreement are violated, the Contractor has the right to disable theCustomer's services without prior notice.

4.2 The Customer has the right to :

4.2.1 Order new services on the Contractor's website or directly through thev Contractor, submit requests to change tariff plans, or cancel services after the end of the paid period using the control panel on the Contractor's website.

4.2.2 Use the Contractor's services in accordance with the terms of this Agreement.

5. PRICES AND PAYMENT PROCEDURE.

    5.1    The cost of services and works under this Agreement is calculated in US dollars. The cost is determined based on the tariffs published on the Contractor's website.

    5.2    Services and works under this Agreement are provided solely on the basis of full prepayment.

    5.3    Payment for services under this Agreement is made by non-cash transfer of funds to the Contractor's account or by other methods established by the Contractor. The moment of payment is considered to be the receipt of funds in the Contractor's account.

    5.4    The start of the billing period for periodic services is the date the Customer is actually granted access to the service or the date the service or work is actually provided, depending on the nature of the service or work. Access is provided to the Customer by sending the access details either through the website or directly by the Contractor via a personal message with the service credentials in the Customer's Telegram messenger. This message is recognized by both Parties as a legal document, drawn up in simple written form.

    5.5    The end of the billing period for periodic services is the same date in the next month (or the month after, and so on, depending on the term of the service), corresponding to the start date of the billing period. If such a date does not exist, the closest date to it shall be considered as the end of the billing period.

    5.6    The Customer is responsible for making prepayments for services in accordance with this Agreement.

    5.7    If prepayment for ongoing periodic services is not received by the date following the end of the billing period, the Contractor has the right to block the Customer's access to their resources in accordance with clause 3.2.5 of this Agreement.

    5.8    The Contractor is not responsible for failure to provide or for suspending the provision of services or works to the Customer if the Contractor was unable to credit the payment due to the non-receipt of the bank payment document.

    5.9    Ordering a service implies the Customer's agreement to pay for it at the rate in effect on the day of the order. The Customer agrees that the Contractor may change the cost of services unilaterally without notice due to significant currency fluctuations or other circumstances. The Customer is solely responsible for the accuracy and timeliness of their payments for the services provided by the Contractor under this Agreement.

    5.10  In the event of changes in the Contractor's payment details, the Contractor will notify the Customer by posting information about the changes on the website. These types of notifications are recognized by both Parties as legal documents, drawn up in simple written form. The Customer is responsible for the accuracy of their payments.

    5.11  The Contractor has the right to charge the Customer additional fees beyond those specified in the tariffs and published on the Contractor's website.

    5.12  The prices in the tariffs specified on the Contractor's website are not fixed and may be changed by mutual agreement of the parties.

6.  EFFECTIVENESS AND AMENDMENT OF THE AGREEMENT.
    6.1    The Agreement enters into force on the date the Customer accepts the Agreement in accordance with clause 2.2 of this Agreement.
    6.2    The Agreement is effective for one year from the date it comes into force. If neither Party has sent a written notice of termination to the other Party at least 45 (forty-five) days before the expiration date of the Agreement, the Agreement will be extended under the same terms for one year. Such notice can be sent via a personal message in Telegram or through the Control Panel on the Contractor's website. These notifications are recognized by the Parties as legal documents, drawn up in simple written form. The extension may occur an unlimited number of times.
    6.3    The Contractor has the right to unilaterally amend the terms of this Agreement, its Appendices, service tariffs, and the cost of ongoing periodic services, provided that the Contractor notifies the Customer of such changes in accordance with clause 3.1.2 of this Agreement at least 5 (five) days before the changes come into effect. Notification is done by publishing information on the website and/or by notifying the Customer via a personal message in Telegram. These types of notifications are recognized by the Parties as legal documents, drawn up in simple written form.
    6.4    If the Customer disagrees with the changes described in clause 6.3 of this Agreement, they must send a message to the Contractor within 5 (five) days from the receipt of the notification, indicating their disagreement with the changes. This message may be sent via a personal message to the Contractor. Such a message is recognized by the Parties as a legal document, drawn up in simple written form. If the Customer takes actions described in this clause, the Agreement will terminate from the moment the changes come into effect.
    6.5    Failure to provide a written refusal of the changes to this Agreement before the changes come into effect is considered as the Customer's consent to the new terms of this Agreement, its Appendices, tariffs, and other local legal acts.
    6.6    Changes in the details of the parties, their founding documents, including changes in ownership, organizational and legal form, etc., do not lead to the termination of this Agreement.

7     LIABILITY OF THE PARTIES.

    7.1     All disputes related to this Agreement shall initially be resolved through negotiations between the Parties.

    7.2     The Contractor is not liable for:

        7.2.1     The content of the information posted by the Customer in the Contractor's information system;

        7.2.2     The functionality of software installed or updated by the Customer independently;

        7.2.3     The quality of communication lines, as they are organized by other entities;

        7.2.4     Lost profits and any indirect losses incurred by the Customer during the period of use or non-use of the Contractor's services/work;

        7.2.5     The normal functioning of the Internet or its parts, as well as their availability to the Customer;

        7.2.6     The information transmitted by the Customer through the Internet.

    7.3     To the maximum extent permitted by applicable law, the Contractor disclaims all warranties, express or implied, including but not limited to warranties of suitability of the services provided for the Customer's specific purposes.

    7.4     The Parties agree that, in the absence of written objections within fifteen days from the end of the paid service period, the service under this Agreement is considered fully provided by the Contractor. If the paid period (billing period) for a particular service exceeds 1 month, the Parties agree that, in the absence of written objections by the third day of the next calendar month, the services for the previous calendar month are deemed to have been fully provided by the Contractor.

8.    TERMINATION OF THE AGREEMENT.
   8.1   This Agreement may be terminated by mutual agreement of the Parties.
   8.2   Termination at the initiative of the Contractor:
        8.2.1   The Contractor has the right to block the account on the website and terminate this Agreement.
        8.2.2   The Contractor has the right to terminate this Agreement in case of breach by the Customer of the terms of this Agreement, as well as in the cases provided in paragraph 3.2.5, by sending a notification to the Customer via the technical support system in the Contractor's Service Management Panel (the Parties recognize this notification as a legal document in simple written form).
        8.2.3   The Contractor has the right to terminate this Agreement if the Contractor receives an official statement from the Customer withdrawing consent to the processing of personal data.
        8.2.4   At the initiative of the Customer, by sending a notification to the Contractor via a ticket through the website (the Parties recognize this notification as a legal document in simple written form):
        8.2.5   The Customer has the right to terminate this Agreement at any time. In this case, payments already made to the Contractor for services are not refunded to the Customer.
        8.2.6   The Customer has the right to terminate this Agreement at any time if the Contractor breaches the terms of this Agreement. In this case, the Customer is refunded the amount paid for unrendered services, minus the expenses actually incurred by the Contractor. The refund is made by sending a statement to the Contractor with the Customer's bank details.
   8.3   If the Customer refuses to make the next prepayment for services after the expiration of the paid period, and the Contractor is not directly at fault, the funds paid to the Contractor for services are not refunded to the Customer.

9. PERSONAL DATA PROCESSING AGREEMENT
   9.1 The Customer gives their consent to the collection, processing, and storage of their personal data by the Contractor.
   9.2 The list of personal data includes: email, username, account number from which payment for services was made.
   9.3 The Contractor is the operator of the personal data processing.
   9.4 The Customer's consent to the processing of their personal data is valid during the term of this Agreement and for 1 (one) year after its expiration.
   9.5 The Contractor collects, stores, and processes personal data using automated means: software and electronic databases.
   9.6 The purpose of collecting, processing, and storing personal data is to execute this Agreement, of which the Customer is a party, as well as to facilitate interaction within the framework of this Agreement between the Contractor and the Customer, and between the Contractor and third parties.
   9.10 The Customer consents to the cross-border transfer of their personal data for the purpose of executing this Agreement, facilitating interaction between the Contractor and the Customer, as well as interaction between the Contractor and third parties.

10. ADDITIONAL CONDITIONS.
   10.1 If any provision of this Agreement is found to be invalid or unlawful, such provision must be corrected to the minimum extent necessary to make it valid, without significantly altering the rights and obligations of the parties. If this is not possible, the provision should be removed from the Agreement, and the remaining provisions of the Agreement will remain in force.

11. **CONTACT INFORMATION OF THE SERVICE PROVIDER:**
   **Name:** DiorHost
   **Information/Technical Support in the Telegram:**
   https://t.me/diorhost
   **Email for Inquiries:** support@dior.host
   **Email for Complaints:** abuse@dior.host
   **Contact through Website Ticketing System:** my.dior.host

Service Level Agreement (SLA)

This Service Level Agreement (hereinafter referred to as the "Agreement") defines the service level and conditions of service for clients of DiorHost using the "Virtual Dedicated Server" services (hereinafter referred to as the "Services"), the guaranteed uptime, and the size and procedure for compensation provided by the Service Provider for the above-mentioned services. This Agreement is an annex to the service contract of DiorHost and is an integral part of it. The Agreement is mandatory for both the Client and the Service Provider.

1.  Service Provision Procedure and Scope.
    1.1. The Service Provider provides services on a prepayment basis and in accordance with the tariffs specified on the Service Provider's website, subject to the limitations established by this Agreement.
    1.2. The guaranteed service availability level is 97.9% for each billing period (depending on the start date of the Services). This level is determined as the percentage ratio between the total time in the billing period and the total time minus the downtime intervals.
    1.3. Downtime intervals do not include:
    a) Periods of planned maintenance. b) Periods of unplanned, emergency maintenance related to ensuring the normal operation of the Service Provider's information system. c) Downtime caused by forced equipment reboots. d) Downtime due to force majeure circumstances–DDoS attacks, emergencies, accidents in technical facilities housing the Service Provider's equipment, or other circumstances beyond the Service Provider's control. e) Downtime related to the operation of communication channels managed by third parties. f) Downtime caused by the Client's software.

1.4 The availability level is calculated using the Service Provider's monitoring tools.

1.5 The Technical Department and Sales Department share the same Telegram account.

2.  Technical Department and Sales Department.
    2.1. The Sales Department provides information about the Service Provider's services. Information support is available through written communication (24/7), via the ticket system on the website, or through Telegram. The guaranteed response time in the ticket system/direct messages via Telegram is up to 8 hours.
    2.2. The Technical Department handles technical issues related to the operation of the Service Provider's information system–both software and hardware. Technical support is provided via the ticket system on the website or direct messages to the manager on the official Telegram account listed on the Service Provider's website. The guaranteed initial response time to a support request is 10 minutes during the daytime (9:00 AM - 11:00 PM MSK) and 6 hours during the evening and night time (11:00 PM - 9:00 AM MSK).