

## Terms of webhosting services provision

The following terms and conditions govern the provision of webhosting services, whether provided separately, provided in a package of services or as an additional service. These Terms are valid only as an integral part of the General Contractual Terms.

### I. Common provisions

- 1) The Customer acknowledges and agrees that the ordered service will only be set up after the payment for the ordered service has been received on the Provider's account in accordance with paragraph „XV. Payments“ of the General Contractual Terms. At the same time, the Customer acknowledges and agrees that failure to resume the operation of the established services, i.e. failure to make payment for the service for the next period, will result in the Provider's suspension of their operation and subsequent cancellation without any compensation according to paragraph „XV. Payments“ of the General Contractual Terms.
- 2) Terms and conditions for the use of artificial intelligence (AI)-enabled features
  - a. Customer declares that they have the necessary rights to all data, content and information entered for the use of the AI features, and that the activities performed through the AI features do not infringe the intellectual property rights or other rights of third parties.
  - b. Customer acknowledges and agrees that any information and content entered, managed and processed by Customer through the AI features may be used by Provider for purposes related to the provision of the Service.
  - c. The Customer acknowledges and agrees that the Provider does not control or supervise the content created by the AI features and is not responsible for it.
  - d. In reference to the provision of AI features, the Provider accepts a commitment to provide resources but does not commit to achieving the Customer's intended results.

### II. Webhosting

- 1) The webhosting space is meant only for storage of data in files that are a part of a website or web application. Backups, archives, private photo galleries, repositories and similar data are not a part of a webhosting space. If the Provider has any doubts whether the data within a webhosting space meet these conditions, the Provider reserves the right to ask the Customer to check and remedy the situation. Should the Customer refuse to resolve the situation, the Provider will consider this a violation of the General Contractual.

### III. Packages and Super Packages

- 1) The Package/SuperPackage service is a comprehensive service that includes both registration of a selected domain name and providing of webhosting services based on the specification of the Package/SuperPackage variant selected by the Customer and specified on the Provider's website. The service is provided as an undividable whole set of services. The Provider shall not be liable for the functioning of the service in the event of an intervention by the Customer that breaches the comprehensiveness of the service, such as a DNS change, a DNS record change or transfer of the domain.
- 2) The provision of the Package/SuperPackage service is also governed by Contractual Terms of Domain Names Registration and Administration, which contains the arrangements related to the registration and administration of domain names. The contractual terms of domain names registration and administration are applied for each order of a Package/SuperPackage service and form an inseparable part of it.

### IV. F-Gate

- 1) The F-Gate service is a tool that, depending on the number of the purchased packages, allows the management of so-called endpoints, typically FTP accesses. Due to the nature of the service, a malfunction on the endpoint side preventing the correct operation of the F-Gate service cannot be considered as

unavailability of the F-Gate service itself. Furthermore, due to the nature of the service, in the event of a service malfunction, when the content or direct access to the endpoint is not affected in any way, a short-term malfunction of the F-Gate service does not create right to compensation from the Provider.

- 2) The Customer bears in mind and agrees, that the ordered number of F-Gate packages will be set up after the set-up fee is received in the Provider's account according to the paragraph "XV. Payments" of General Contractual Terms, with the exception of using the service during its trial period or ordering a higher number of additional packages within less than 30 days before the expiration of the already paid service, in these cases the ordered packages are activated immediately and the number of ordered service packages will be included in the next automatically issued invoice.

#### **V. F-Page**

- 1) The F-Page service is a tool used to create and operate websites (WEB variant) and e-shops for small-scale trading (SHOP variant). The Provider provides the Customer with a platform for these purposes.

#### **VI. WP Ready**

- 1) The WP Ready service, based on the WordPress content management system, enables the creation and operation of websites and e-shops. For the purpose of managing the service, the Operator provides the Customer with access to the WordPress platform.

These Terms of webhosting services provision are valid and effective from 01. 02. 2025.