

TERMS OF SERVICE (TOS)

These Terms of Service ("Agreement") are entered into by and between X99 US LLC, a Delaware Limited Liability Company with its registered office in the United States ("Provider"), and the individual or legal entity identified through Provider's registration process ("Customer"). By accepting this Agreement electronically, Customer agrees to the following terms and conditions:

1. SERVICES

- 1.1. Provider agrees to offer data center and computing services to Customer according to the purchased service plan.
- 1.2. Provider's services include the use of technological infrastructure for data hosting and application execution.

2. USERNAMES AND PASSWORDS

- 2.1. Customer shall select or be assigned a username and shall create a private password for access to the Provider's services.
- 2.2. Usernames and passwords are personal and non-transferable. Customer is fully responsible for maintaining their confidentiality and any use of them.

3. CUSTOMER INFORMATION

- 3.1. Customer agrees to provide accurate, truthful, current, and complete information upon registration and agrees to promptly update such information as necessary.
- 3.2. Customer expressly authorizes Provider to use the provided data for administrative and operational purposes, and to share such data with competent governmental authorities upon formal request.

4. CUSTOMER OBLIGATIONS

- 4.1. Customer agrees to timely pay all fees, including monthly, annual, or additional service charges, as agreed.
- 4.2. Customer is solely responsible for managing and securing their username and password.
- 4.3. Customer shall use the services in compliance with applicable laws and regulations, and agrees not to host or disseminate illegal, offensive, or rights-infringing content.
- 4.4. Customer shall independently maintain regular backups of their data stored on Provider's servers.

5. PROVIDER OBLIGATIONS

- 5.1. Provider shall ensure internet connectivity for Customer's servers according to the purchased service plan.
- 5.2. Provider shall manage the server environment, maintaining current versions of software and related components.
- 5.3. Provider will diligently identify and attempt to resolve connectivity interruptions.

6. DOMAIN NAME RESPONSIBILITY

- 6.1. Customer assumes exclusive responsibility for selecting and managing its domain name, including any subdomains.
- 6.2. Customer must ensure that the chosen domain name does not infringe third-party rights or prior registrations.

7. CONTENT RESPONSIBILITY

- 7.1. Customer bears exclusive responsibility for their internet conduct and all content hosted or transmitted via Provider's services.
- 7.2. Provider does not monitor Customer content but reserves the right to suspend services if illegal content is detected.
- 7.3. Customer is required to maintain external backups of their data and content outside Provider's infrastructure.

8. SOFTWARE LICENSES

8.1. Provider may grant Customer licenses for proprietary or third-party software, depending on the selected service plan.

8.2. Customer acknowledges that these software licenses are strictly for internal use and agrees not to resell, sublicense, copy, modify, distribute, or reverse engineer such software.

9. SERVICE AVAILABILITY

9.1. Provider's services shall be accessible 24/7, barring interruptions due to maintenance, force majeure, or third-party actions.

9.2. Customer shall not engage in activities harmful to server operations; non-compliance may lead to suspension or termination of services.

10. PRICING AND PAYMENT TERMS

10.1. Customer agrees to pay fees as outlined in the purchased service plan, including optional and additional services.

10.2. Payment is due as specified during Customer's registration or service purchase.

11. CANCELLATION AND REFUND POLICY

11.1. Provider reserves the right to cancel any service not compliant with this Agreement or applicable laws.

11.2. Customer may cancel services at any time without penalty via their client portal.

11.3. No refunds are available for dedicated servers and VPS services. Refund requests for other services must be made within seven (7) calendar days of initial purchase.

12. BANDWIDTH USAGE

12.1. Bandwidth usage for dedicated servers and Cloud VPS services is monitored according to Provider's "Fair Usage Policy."

12.2. Servers are initially provided with unrestricted bandwidth. However, if the 95th percentile bandwidth usage exceeds an average of 1Gbps per month, additional bandwidth must be purchased at the rates provided by Provider.

13. GENERAL PROVISIONS

13.1. This Agreement is binding and irrevocable, applying to both parties, their heirs, successors, and assigns.

13.2. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or any right to enforce it.

ACCEPTANCE

By clicking the button labeled "I Accept and Agree to the Terms of Service," Customer acknowledges reading, understanding, and agreeing to be bound by this Agreement.