

TERMS OF SERVICE

1. The Subject

- 1.1. GMhost, LLC, including subsidiaries, affiliates, divisions, contractors and all data sources and suppliers, welcomes you to www.gmhost.hosting (the "Website"). These terms and conditions of service (collectively, with GMhost LLC Privacy Policy, Refund Policy and other, located at www.gmhost.hosting/page/dokumenty.html), the "Terms of Service" or "Agreement") govern your use of the Website and the services, features, content or applications operated by GMhost LLC (together with the Website, the "Services"), and provided to the Client (the "Client", "user", "sub-user", "you" or "your"). Our Data Processing under the European General Data Protection Regulation (GDPR) forms part of these Terms of Service.
- 1.2. These Terms of Service apply to all users of the Services. If the Client are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms of Service and you agree to be bound by these Terms of Service on behalf of such organization. Agreeing to use the Services by clicking "Sign up" constitutes your acceptance and agreement to be bound by these Terms of Service, and all other operating rules, policies and procedures that may be published from time to time on the Website by GMhost LLC, each of which is incorporated by reference and each of which may be modified from time to time without notice to you. You acknowledge receipt of our Privacy Policy. If you ordered the Services on the Website, use the Website, or otherwise engage in any electronic transaction with respect to the Services, then you agree to receive any updates to our Privacy Policy by accessing the Website. By using our Website or purchasing our products or services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy.
- 1.3. GMhost LLC reserves the right, at any time and from time to time, to amend or to modify these Terms of Service without prior notice to you, provided that if any such alterations constitute a material change to these Terms of Service, GMhost LLC will notify you by posting an announcement on the Website. Amendments and modifications shall take effect immediately when posted on the Website. By continuing to access or use the Services after any such amendments or modifications, you agree to be bound by such amended or modified Terms of Service. For this reason, we encourage you to review the Terms of Service whenever you use the Services. If you do not agree to any change to these Terms of Services, then you must immediately stop using the Services.
- 1.4. Dissenting, conflicting or additional customer terms of service, even if acknowledged, are not part of the Agreement unless their validity is expressly agreed upon.
- 1.5. GMhost LLC hereby undertakes to give the Client the right to use chosen services, upon ordering and upon payment of a fixed fee by the Client.
- 1.6. The Services are not targeted towards, nor intended for use by, anyone under the age of 16. By using the Services, you represent and warrant that you are 16 years of age or older.

2. Registration

- 2.1. To sign up for the Services, you must register for an account on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents), and for keeping your

Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state, provincial, territorial or other authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates. You agree to provide accurate information in your registration and not to share your password with third parties. You agree not to impersonate another person or to select or use a user name or password of another person. You agree to notify GMhost LLC promptly of any unauthorized use of your account and of any loss, theft or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these Terms of Service and shall constitute grounds for immediate termination of your account and your right to use the Website.

3. Rules of Conduct

- 3.1. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services and the activity of any sub-user that uses your access code or Account.
- 3.2. You agree that you will not transmit, distribute, post, store, link, or otherwise traffic in Content, information, software, or materials on or through the Service that (i) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, or is otherwise inappropriate as determined by us in our sole discretion, (ii) you know is false, misleading, untruthful or inaccurate, (iii) constitutes unauthorized or unsolicited advertising, (iv) impersonates any person or entity, including any of our employees or representatives, or (v) includes anyone's identification documents or sensitive financial information. GMhost LLC may permit, in its sole discretion, adult websites that abide by state and federal law and regulation.
- 3.3. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; (vi) harvest or scrape any Content from the Services; (vii) use the Services for high risk activities including but not limited to the operation of nuclear facilities, air traffic control, life support systems, or any other use where the failure of service could lead to death, personal injury, or environmental damage; or (viii) otherwise take any action in violation of our guidelines and policies.
- 3.4. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.
- 3.5. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

- 3.6. Clients are restricted from registering multiple Accounts with the same billing details without first notifying GMhost LLC of that intent. Otherwise, GMhost LLC shall have the right to automatically flag such Accounts as fraudulent or abusive, and GMhost LLC may, without notification to the Client of such Account, suspend the service of such Account or any other Account used by such Client. The use of referral codes by multiple Accounts having the same billing profile is not allowed. GMhost LLC also reserves the right to terminate a Client's Account if it is targeted by malicious activity from other parties.
- 3.7. As a reward for being early adopters of the Services, Clients with grandfathered Accounts shall receive free bandwidth for the duration that such Account is operative and conducts its operations in compliance with these Terms of Service ("Grandfathered Accounts"). The free bandwidth may only be used directly by the Client of such Grandfathered Account. Notwithstanding the foregoing, Clients of Grandfathered Accounts must NOT: (i) run Torrents for download or Seed Servers, TOR, or services that include content of an adult or pornographic nature; (ii) resell services through their Account to provide free bandwidth to other individuals; or (iii) transfer the Account ownership to another individual or entity, or otherwise circumvent the intended fair usage of free bandwidth by distributing it freely to others. Failure of Clients of Grandfathered Accounts to follow these terms will result in the revocation of their Accounts' grandfathered status.
- 3.8. You may not use the Services to obtain information about or make decisions about anyone but yourself. You are solely responsible for any reliance by you on the Services or other use you make of the Services. Comments, suggestions or materials sent or transmitted to GMhost LLC (collectively "Feedback"), shall be deemed to be non-confidential. Subject to the conditions described in GMhost LLC's Privacy Policy, GMhost LLC shall have no obligation of any kind with respect to such Feedback and shall be free to use and distribute the Feedback to others without limitation, including, but not limited to developing and marketing products incorporating such Feedback. GMhost LLC reserves the right to publish or use any responses, questions or comments emailed to GMhost LLC for promotional or other purposes without any further permission, notice or payment of any kind to the sender. All such submissions will be the property of GMhost LLC.
- 3.9. The enumeration of violations in this Section 3 of these Terms of Service is not meant to be exclusive, and GMhost LLC provides notice hereby that it has and will exercise its authority to take whatever action is necessary to protect the Services, Clients, and third parties from acts that would be inimical to the purposes of this Section 3 of these Terms of Service.

Lawful Use of the Network

- 3.10. In using the Services, Clients must comply with, and refrain from violations of, any right of any other person, entity, law, or contractual duty, including without limitation the laws of the Ukraine, and including without limitation those laws forbidding: (a) distribution of child pornography, (b) forgery, identity theft, misdirection or interference with electronic communications, (c) invasion of privacy, (d) unlawful sending of commercial electronic messages or other marketing or electronic communications, (e) collection of excessive user data from children, or other improper data collection activities, (f) securities violations, wire fraud, money laundering, or terrorist activities, or (f) false advertising, propagating or profiting from frauds and unfair schemes. Clients will also comply with the affirmative requirements of law governing use of the Services, including but not limited to: (i) disclosure requirements, including those regarding notification of security breaches, (ii) records maintenance for regulated industries, and (iii) financial institution safeguards.

Agreed Use of Allocated Network Resources

- 3.11. Clients shall not use any method to circumvent the provisions of these Terms of Service, or to obtain Services in excess of those for which they contract with GMhost LLC. Clients shall use only those IP addresses that are assigned to them by GMhost LLC, and shall not use any IP addresses outside of their assigned range. Clients shall not use any mechanism to exceed the amount of resources assigned to them through the Services, or to conceal such activities.

Injurious Code

- 3.12. Clients may not use the Services to distribute, receive communications or data gleaned from, or execute any action directed by any type of injurious code, including but not limited to: (i) trojans, (ii) key loggers, (iii) viruses, (iv) malware, (v) botnets, (vi) denial of service attacks, (vii) flood or mail bombs, (viii) logic bombs, or (ix) other actions which GMhost LLC reserves the sole right to determine to be malicious in intent.

Email Violations

- 3.13. Clients shall not send bulk email utilizing their resources on the Services unless they maintain a double-authorized list of subscribed members including IP addresses and relevant contact information, along with following guidelines for including removal links with all sent emails according to the such legislation. Clients shall comply with all laws regarding the sending of commercial electronic messages or other marketing or electronic communications. Clients are forbidden from taking any action that would result in their IP addresses, or any IP address associated with GMhost LLC or other Clients, being placed on the Spamhaus.org blacklist. GMhost LLC reserves the sole and absolute right to determine whether an email violation has occurred.

Invasion of Privacy, Defamation, or Harassment

- 3.14. Clients may not use the Services in a manner that would violate the lawful privacy rights of any person, or to publish or republish defamatory or libelous statements, or to harass or embarrass, which shall be determined in GMhost LLC's sole and absolute discretion.

Violation of Copyright, Trademark, Patent or Trade Secret

- 3.15. Clients may not use the Services in violation of the copyrights, trademarks, patents or trade secrets of third parties, nor shall they utilize the Services to publish such materials in a manner that would expose them to public view in violation of the law. The provisions of the Digital Millennium Copyright Act of 1998 ("DMCA") (as required under 17 U.S.C. §512) and all other applicable international trademark, copyright, patent or other intellectual property laws will apply to issues presented by allegations of copyright violations by third parties. GMhost LLC will, in appropriate circumstances, terminate the accounts of repeat violators. If a third party believes that a Client of GMhost LLC is violating its intellectual property rights, it should notify us by email at abuse@gmhost.hosting. A notification should include information reasonably sufficient to permit GMhost LLC to locate the allegedly infringing material, such as the IP address or URL of the specific online location where the alleged infringement is occurring. Please see our DMCA Copyright Policy.

Export

- 3.16. Client shall comply with all applicable export and import control laws and regulations in its use of the Services, and, in particular, Client shall not utilize the Services to export or re-export data or software without all required Ukrainian and foreign government licenses. Client assumes full legal responsibility for any access and use of the Services from outside the Ukraine, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export license. Should such a license be required, it shall be Client's responsibility to obtain the same, at Client's sole cost and expense, and in the event of any breach of this duty resulting in legal claims against GMhost LLC, Client shall defend, indemnify and hold GMhost LLC harmless from all claims and damages arising therefrom.

Acts Of Sub-Users

- 3.17. Clients are responsible for the acts of others utilizing their access to the Services, and will be held responsible for violations of the Services by their sub-users or persons who gain access to the Services using the Client's access codes. Any activity that a Client is prohibited from performing by these Terms of Services is equally prohibited to anyone using the access to the Services of the Client.

Access Code Protection

- 3.18. Clients shall utilize proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of persons who are entrusted with account access information.

Notification Regarding These Terms Of Service

- 3.19. Clients shall notify all persons who receive access to the Services of the provisions of these Terms of Service, and shall inform them that the terms of these Terms of Service are binding upon them.

Remedial Action

- 3.20. Clients shall notify GMhost LLC if and when they learn of any security breaches regarding the Services, and shall aid in any investigation or legal action that is taken by authorities and/or GMhost LLC to cure the security breach.

4. Terms of Payment and Billing

- 4.1. The service fee for is indicated in the pro-forma invoice prepared for the Client. The service is paid in advance for the agreed time period.
- 4.2. Client must pay to GMhost LLC no later than the time limit set for payment in pro-forma invoice. In the event of non-payment GMhost LLC has the right to apply an additional charge for the reanimation of the service and are not guarantee the integrity and safety of customer data.
- 4.3. GMhost LLC accepts major credit cards, debit cards, and Paypal payments. Virtual credit cards and gift cards typically will not be accepted. Other forms of payment may be arranged by contacting GMhost LLC at support@gmhost.hosting. Please note that any payment terms presented to you in the process of using or signing up for paid Services are deemed part of this Agreement.
- 4.4. GMhost LLC use third-party payment processors (the "Payment Processors") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the paid Services. The processing of payments may be subject to the terms, conditions and privacy policies of the Payment Processors in addition to this Agreement. We are not responsible for error by the Payment Processors. By choosing to use paid Services, you agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such paid Services in accordance with the applicable payment terms and you authorize us, through the Payment Processors, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment
- 4.5. Service parameters are specified on the Website.
- 4.6. GMhost LLC reserves the right to change rates, informing the Client thereof no later than 14 (fourteen) days before the next billing period.
- 4.7. Client agrees to receive notices and invoices by email.

5. Rights and Responsibilities

5.1. GMhost LLC undertakes:

5.1.1. Not later than SLA terms to remedy services malfunctions due to the failure of the node hardware or software from GMhost LLC side.

5.1.2. Take the necessary steps to ensure the security of hardware.

5.1.3. GMhost LLC has the right to turn off the Client's service without prior notice, if the Distributed Denial of Service (DDoS) attack is directed to the service or the operation of the service causes interruptions on GMhost LLC technical platform.

5.1.4. If a Client is past due on their balance, services will be temporarily suspend. GMhost LLC reserves the right to delete the Client's suspended services.

5.2. Client undertakes:

5.2.1. Submit the correct Client identification and contact information and inform about its changes in a timely manner. At the request of the principal, provide proof of the certainty of the information provided.

5.2.2. Before the expiration of the service, the Client must to generate pro-forma invoice for the renewal of the service and pay for it.

5.2.3. Securely store GMhost LLC provided login details.

5.2.4. Ensure that the service provided to the Client will not be used directly or indirectly for unauthorized activity, including, but not limited to, mass mail sending, damage to computer systems, network operations or security, as well as in violation of applicable legal acts of the Ukraine, the rights of GMhost LLC and third parties.

5.2.5. Immediately inform GMhost LLC about service disruptions.

5.2.6. Accept resource usage data provided by GMhost LLC and pay for used resources in accordance with pro-forma invoice generated for the Client.

5.2.7. To hire competent Linux system administrator to permanently maintain a rental server, provide timely software updates and security, or perform it on their own.

6. Liability

6.1. GMhost LLC is responsible for cases where article 4.1 of Terms of service has not been complied with if such cases arose due to the fault of GMhost LLC.

6.2. GMhost LLC is not responsible for storing the Client's information after termination of the service.

6.3. Client assumes full responsibility in the event of disputes over the validity of the use of resources provided to him.

6.4. Neither party is liable for any indirect damage to the other party of the Agreement.

6.5. In No Event Shall We, Nor Our Directors, Employees, Agents, Partners, Suppliers Or Content Providers, Be Liable Under Contract, Tort, Strict Liability, Negligence Or Any Other Legal Or Equitable Theory With Respect To The Services (I) For Any Lost Profits, Data Loss, Cost Of Procurement Of Substitute Goods Or Services, Or Special, Indirect, Incidental, Punitive, Compensatory Or Consequential Damages Of Any Kind Whatsoever, Substitute Goods Or Services (However Arising), (Ii) For Any Bugs, Viruses, Trojan Horses, Or The Like (Regardless Of The Source Of Origination), Or (Iii) For Any Direct Damages In Excess Of (In The Aggregate) Of Fees Paid To Us For The Particular Services During The Immediately Previous One Month Period, Even If Gmhost Llc Had Been Advised Of, Knew, Or Should Have Known, Of The Possibility

Thereof. Client Acknowledges That The Fees Paid By Him Or Her Reflect The Allocation Of Risk Set Forth In This Agreement And That Gmhost Llc Would Not Enter Into This Agreement Without These Limitations. Client Hereby Waives Any And All Claims Against Gmhost Llc Arising Out Of Client's Purchase Or Use Of The Services, Or Any Conduct Of Gmhost Llc's Directors, Officers, Employees, Agents Or Representatives. Your Sole And Exclusive Right And Remedy In Case Of Dissatisfaction With The Services Or Any Other Grievance Shall Be Your Termination And Discontinuation Of Access To Or Use Of The Services. In Addition, You Agree That Gmhost Llc Is Not Responsible For Any Data Compiled By Our Services And That Gmhost Llc Will Not Be Liable, In Any Manner, As A Result Of Your Exposure To Any Defamatory, Libelous, Threatening, Unlawfully Harassing, Obscene Or Otherwise Unlawful Content Or Data. In No Event Shall Gmhost Llc, Or Any Third Party Provider Of Any Component Of The Services Or Of Any Information Delivered As Part Of The Services, Be Liable To You And/Or Any Party For Any Damages Of Any Kind, Including But Not Limited To Direct, Indirect, Special, Exemplary, Punitive, Consequential Or Similar Damages Arising Out Of Or Related To The Services, Content, Products, The Use Or Inability To Use This Website, Or Any Linked Website, Including Without Limitation, Lost Profits, Loss Of Use, Business Interruption, Or Other Economic Losses, Loss Of Programs Or Other Data, Whether In An Action Of Contract, Negligence Or Other Tortious Action, Even If Gmhost Llc Is Advised Of The Possibility Of Such Damages, Including Liability Associated With Any Viruses Which May Infect Your Computer Equipment. Some Jurisdictions Limit Or Prohibit The Foregoing Limitations, And In Such Jurisdictions The Foregoing Limitations Shall Be Applied To The Maximum Extent Permitted By Law.

7. Terms

- 7.1. The Agreement is valid for an indefinite period, effective from the moment when the Client submits an order according to Article 1 of Terms of service and fulfils its obligation according to Article 4.
- 7.2. The Agreement shall be terminated upon the failure of the Client to fulfil at least one of the obligations assumed by this Terms of service.
- 7.3. The Client has the right to terminate the Agreement unilaterally after informing GMhost LLC. GMhost LLC returns paid service fee according to the procedure described in Refund policy.

8. Miscellaneous Provisions

- 8.1. Our offers are subject to change. We reserve the right to make technical and other changes within reason.
- 8.2. Matters not covered by provisions in the Agreement and contested issues are to resolved by mutual agreement or in accordance with the applicable legislation of the Ukraine.
- 8.3. All disputes that can not be resolved by mutual agreement are to be resolved in accordance with the procedures established by the laws of the Ukraine.

9. Contact

You may contact us at the following address:

GMHOST LLC
29007 Ukraine, Khmelnytskyi,
Zavodska street, 46

Registration number (EDRPOU code) 41383906
Account number 26000052323950 in Khmelnytskyi Branch of
Public Joint Stock Company Commercial Bank "PrivatBank"
The contractor is not a value added tax payer.