TERMS OF SERVICE

These terms and conditions shall take effect on 1 June 2025.

QGS Hosting agrees to provide services to the Subscriber/Customer in accordance with the following (**"Terms of Service"**). AS Solutions SLLC, hereinafter referred to as **QGS Hosting**, each of its subsidiaries, (**"Us"**), (**"We"**) and the Subscriber/Customer, (**"Customer"**), (**"Customers"**) and (**"You"**).

Company: AS Solutions SLLC Owner: Vasil Valkov Company #: 207448378 VAT #: BG207448378 Address: Bulgaria, Plovdiv 4002, str. Lebed #2, floor 1, office 104

The use of **QGS Hosting** services constitutes acceptance and agreement with the Terms of Service (ToS). The purchase of virtual goods through the websites at qgs.bg and qgshosting.com constitutes agreement with the terms of service.

All provisions of this agreement are subject to change from time to time at the discretion of **QGS Hosting**. The Subscriber/Customer understands that a change in the ToS by **QGS Hosting** will not be grounds for early termination of the agreement or non-payment.

By accepting these terms, you also agree to the end user license agreement **(EULA)** for games and platforms from Microsoft, Valve Corporation, Rockstar Games, Inc., and third-party organizations that provide community servers.

1) Charging, refunding, and disputing

The services provided by **QGS Hosting** are eligible for a full refund within three (3) days of the initial purchase of the product/service, regardless of whether the subscriber/customer purchased the product/service for one (1), three (3), or more months. This point is not marked by the time your initial payment is processed and may vary by a few hours or days. Refunds must be requested by the subscriber/customer. All payment methods can be refunded through the original payment method used by the customer/subscriber. All completed orders for product/service upgrades and other add-ons are final and non-refundable. By agreeing to these Terms and Conditions, you confirm that your order begins within a 3-day "cooling-off" period and we reserve the right to charge for the time used for your service before cancellation.

1.1) Receipts/Payments/Invoices issued automatically by our system at "https://my.qgs.bg" are classified as orders/payments. If a legal entity makes a payment, it must first fill in its company details in our system, after which the system will notify it at the email address it has entered in our system.

1.2) Dedicated servers are eligible for refunds within twenty-four (24) hours after the product/service has been provided. Since physical **(dedicated)** servers require physical installation and configuration on our part, we must charge a 35% fee for recovery.

1.3) Subscribers/Customers agree that the **QGS Hosting** system may automatically charge them when there is an obligation (generated payment/payment). The customer reserves the right to cancel the service before the payment deadline to avoid automatic (subscription) payment by the system.

1.4) Refunds for automatic (subscription) payments.

Automatic (subscription) payments are eligible for a **100% refund** of the last payment made, provided that the request is submitted within **48 hours** of the payment being made by the system. After this period, **QGS Hosting** reserves the right to refuse a refund.

Subscribers/customers agree that after making an automatic payment, they must explicitly submit a request to cancel their subscription. The remaining amount for the unused period will not be refunded.

In order to process a refund request, additional information may be required. Upon receipt of the request, we will contact you by email for confirmation. In the absence of confirmation, **QGS Hosting** shall not be liable for any subsequent charges or delayed refunds.

To contact us, please use the email address: sales@qgshosting.com or submit a ticket through our support portal at: https://qgshosting.com/support.

1.5) The customer agrees that in case of a delay of 48 hours after the expiration of the **QGS Hosting service ("AS Solutions SLLC")**, a 20% late fee will be added due to resource reservation and delayed payment.

2) Cancellation of services in case of non-payment or violations

Subscribers/customers agree that **QGS Hosting** reserves the right to cancel the service provided in the event of non-payment of the obligation within 7 days after the payment due date has expired.

The **QGS Hosting** system will automatically send reminders to the customer's email address provided during registration as follows: six (6) days, three (3) days, and one (1) day before the payment deadline.

Forty-eight (48) hours after the due date, services will be temporarily suspended. Twenty (20) days after the payment deadline, the service will be terminated (deleted), and all related data - including backups, databases, files, and others - will be irretrievably deleted from **QGS Hosting** servers.

22.1) **QGS Hosting** is not responsible for undelivered or incorrectly delivered email messages due to an incorrectly entered or outdated email address on the part of the subscriber/customer.

Subscribers/customers have the right to request an archive copy of their service before its final termination. Once the service has been terminated and the data deleted, recovery is not possible.

A request for an archive copy can be submitted through the technical support system by sending an inquiry to: <u>https://qgshosting.com/support</u>.

2.2) In the event of inappropriate behavior, including the use of vulgar or offensive language, disrespectful or aggressive behavior towards **QGS Hosting** employees, the company reserves the right to:

- terminate or cancel the subscriber/customer's service if it deems it necessary;
- temporarily restrict communication with the subscriber/customer;

QGS Hosting considers any verbal abuse unacceptable and expects respectful communication within the scope of the services provided.

3) Cancellation of services by the customer

3.1) Submitting a cancellation request

Cancellation of a service must be done through the "Cancellation Request" section in the **QGS Hosting** system. The subscriber/customer may also submit a cancellation request by email to <u>sales@qgshosting.com</u> or through the contact form in the **QGS Hosting** customer portal.

When submitting a cancellation request, the customer has the option to choose:

- immediate cancellation (within 24 hours);
- cancellation at the end of the current billing period;

Immediate cancellation is irrevocable and cannot be stopped after submission. Submitting a cancellation request does not guarantee a refund – refunds must be explicitly requested and are subject to our refund and dispute terms and conditions. During periods of high demand, services set to be cancelled at the end of the billing period and which have not been used may be terminated up to three (3) days earlier.

3.2) Canceling subscriptions through PayPal

QGS Hosting does not have access to the customer's PayPal account.

Although **QGS Hosting** will attempt to terminate active PayPal subscriptions via API upon receiving a cancellation request, the customer is solely responsible for canceling all active subscriptions to **QGS Hosting** through their PayPal account.

QGS Hosting is not responsible for unintentional or recurring payments made through a PayPal subscription.

Instructions for canceling a PayPal subscription can be found here:

https://www.paypal.com/us/cshelp/article/what-is-an-automatic-payment-and-how-do-i-updat e-or-cancel-one-HELP240

3.3) Canceling automatic debit/credit card payments

Automatic payments via debit or credit card entered on the **QGS Hosting** website will be cancelled automatically upon receipt and confirmation of your cancellation request.

4) Archiving and backups of files

4.1) Automatic backups

QGS Hosting provides daily automatic backups, which are generated every twenty-four (24) hours, between 03:00 and 10:00 (UTC+2, EEST), server time. The copies are stored on a remote storage server for a period of three (3) days.

However, **QGS Hosting** is not responsible for data loss. We recommend that customers maintain local backup copies, especially in case of risks of machine failure, bad modifications, or other problems beyond the control of the hosting provider.

4.2) Responsibility in the absence of a backup copy

If backups are not available due to a system error, terminated account, or other circumstances, **QGS Hosting** is not responsible for any loss of data or files. We recommend that customers store data on external media or cloud services as an additional precautionary measure.

4.3) Restrictions on archiving

QGS Hosting reserves the right to exclude certain files and directories from archiving that:

- are large in size;
- contain certain file extensions;
- are used for automatic archiving or logging;
- are not essential for restoring the service;

Files and directories that are not archived include, but are not limited to::

Dirictories:

- /game/csgo/maps/*
- /game/bin/*
- /alpine/*
- /cache/*
- /bluemap/*
- /plugins/CoreProtect/*
- /plugins/dynmap/*
- /game/csgo/replays/*
- /game/csgo/addons/counterstrikesharp/data/demos/*

Files:

- Dynmap
- mcmmo_data
- CoreProtect
- *.log
- *.tar
- *.<u>tar.gz</u>
- *.zip
- *.rar
- *.gz
- *.db
- *.dem
- core.1*, core.2*, core.3*, core.4*, core.5*, core.6*, core.7*, core.8*, core.9*

QGS Hosting reserves the right to add to this list in order to optimize system efficiency and reliability during archiving.

4.4) Archiving process and forms

Backup copies are generated using a queue system. Depending on the volume and number of files, the entire process can take between 1 and 12 hours.

Archives can be provided in the following forms:

- Download via web link the archive is provided via a download URL;
- Backup restoration the backup copy is restored to the customer's server. Existing files will be overwritten unless otherwise specified;

MySQL archives are generated separately, every day at 02:00 (UTC+2, EEST).

4.5) Free provision

Backups and their restoration are provided free of charge as part of the hosting service.

4.6) Limitations of the backup service

The automatic backup service described in points 4.1–4.5 is only valid for game server hosting services provided by **QGS Hosting**.

Backups are not automatically provided for the following services:

- Virtual Private Server (VPS/VDS);
- Physical servers (Dedicated Servers);
- All other services outside of game server hosting, unless expressly agreed with the customer;

Customers using the above services are fully responsible for providing and maintaining their own backup strategy.

5) Customer protection

5.1) Prohibition of Abuse and Illegal Activity

The subscriber/customer has the right to use the service provided only for legitimate and legal purposes **QGS Hosting** expressly prohibits:

- any kind of fraud;
- transactions of a fraudulent or malicious nature;
- actions that may intentionally or unintentionally harm other users, systems, or the infrastructure of the service;

In the case of reliable evidence of such actions, QGS Hosting reserves the right to:

- immediately cancel the service without prior notice;
- or provide a period of twenty-four (24) hours for the customer to back up and transfer their data;



6) Support

6.1) Official support channels

All requests for technical or general support to **QGS Hosting** must be submitted **exclusively through** the customer portal system:

<u>https://qgshosting.com/support</u>

Contact via other channels (e.g., email, social media, etc.) that are **not predefined does not guarantee a response from** an official company representative.

Support via **Discord** is **only** available to subscribers/customers who have an active service in our system. In the absence of a paid service, the customer will be directed to use the official ticket support system..

6.2) Support limitations

QGS Hosting does not provide support for the following:

- development or programming of plugins, scripts, or modifications;
- use or configuration of third-party programs, even when they have been sold or installed by/through QGS Hosting;

- problems arising from **code that is not part of the standard service**.

QGS Hosting reserves the right to **stop responding to requests** (tickets) if the communication contains **abusive or offensive comments** (e.g., profanity, threats, and other forms of disrespect). If such behavior continues, the customer's services may be **terminated without refund** for the remaining subscription period.

6.3) Paid Support - "Server Management"

The "Server Management" service is an additional paid package that provides:

- up to **two (2) hours per day** of assisted support for installation, configuration, or editing of server settings and files;

Important: The subscriber/customer is **not entitled to request** the **QGS Hosting** to create or rewrite **plugins, scripts, or custom code**. Such services are **not included** in the management package and are subject to separate negotiation (if offered).

7) LiveChat support

7.1) General Terms of Use

By starting a chat with a support representative, the subscriber/customer agrees to these terms of use. Violation of any of them may result in:

- temporary suspension of access to LiveChat for up to 72 hours;
- permanent restriction of access, at the discretion of **QGS Hosting**;

The company reserves the right, at its discretion, to restrict access to the live chat system..

7.2) Identification by name and email

Each user is required to use the name and email address registered in their account in the **QGS Hosting** system when using LiveChat. Anonymous or inappropriate data may result in a refusal to provide support.

7.3) Prohibition of harassment and threats

LiveChat cannot be used to spread threats, offensive comments, or any form of harassment against representatives of **QGS Hosting**, partners, or other individuals. Such behavior will result in immediate restriction of access to the chat system and possible termination of the service, if necessary.

7.4) Purpose of LiveChat

LiveChat is primarily intended for informational and guidance support. **QGS Hosting** does not guarantee that a technical or software issue will be fully resolved within the chat session, even if the customer has additional paid services such as:

- Premium Support;
- Mod Support;

- Plugin Setup;

7.5) Limitations of LiveChat support

Some issues require more in-depth examination and can only be resolved through a ticket in the support system. In such cases, the representative will refer the customer to the appropriate department.

Support representatives are prohibited from accessing the customer's server during a LiveChat session.

7.6) Scope of Support

QGS Hosting provides LiveChat support only for services provided by the company and only to customers who have active and paid services. External users or unregistered persons will not be served.

7.7) Security and verification

In certain circumstances, when there is insufficient information for verification through the account, **QGS Hosting** may require the customer to provide additional confirmation of their identity or their right to manage the relevant service. This is done for the purpose of protecting the customer and data security.

8) Affiliate program

8.1) General Terms and Conditions for Using the Affiliate Balance

Funds accumulated through the **QGS Hosting** affiliate program can only be used within the **QGS Hosting** website to order services and products. Withdrawal of funds in cash is not supported, except in the following case:

 After accumulating a minimum of BGN 15 in the affiliate balance, the customer can submit a ticket to the Sales Department to request the transfer of the accumulated amount to their main debit balance in the account;

8.2) Charging commission

If a referred customer places an order using a promotional code, a 40% commission is calculated on the actual amount paid, not on the original price of the service.

8.3) Access to statistics and reporting

Each partner in the affiliate program has access to detailed statistics and reports in the customer area, where they can monitor in real time:

- the status of the affiliate balance;
- referrals and transactions made;
- analyses and summaries of the program's effectiveness;

At the client's request, **QGS Hosting** can provide an additional internal report on activity within the affiliate program.

9) IP Addresses

9.1) IP Address Administration

QGS Hosting maintains and controls ownership of all IP addresses provided with the services. The company reserves the right, **at its sole discretion, to change, replace, or revoke IP addresses** without prior notice to the customer.

9.2) Blocking by third parties (Blacklist)

QGS Hosting is not responsible if an IP address is blocked by third parties (e.g., Spamhaus, FiveM, etc.) as a result of abuse. In such cases, the **customer is responsible for contacting the organization in question** to resolve the issue.

10) Fake and BOT players

10.1) Customers may use between **10 and 15 fake players** to maintain activity on the game servers, but **no more**, in order to avoid manipulation of statistics and possible IP address blocking.

10.2) The restriction **does not apply** to BOT players, who are **marked with the label [BOT]** in the game statistics.

10.3) Exceptions are **allowed for temporarily exceeding** the limit for fake/BOT players, if it **does not exceed one (1) astronomical hour.**

GAME SERVERS

11) Using a MySQL database

MySQL databases are provided **free of charge** through the customer's control panel. Due to the free nature of this service:

- QGS Hosting is not responsible for data loss or damage to databases;
- The company reserves the right to **terminate access or delete a database** if necessary for technical or administrative reasons;

The MySQL service must not be used for personal purposes, such as hosting external websites or applications that are not directly related to the services provided by QGS Hosting.

12) Use of resources

The measures below are intended to protect the infrastructure and other customers of **QGS Hosting**. By accepting these terms, the customer agrees that **QGS Hosting** has the right to restart, suspend, or terminate a service without prior notice if a violation is detected.

12.1) Excessive use of processor resources (CPU)

The "**GRAFANA**" monitoring system monitors server load in real time. In case of excessive use of CPU resources, **QGS Hosting** reserves the right to restart or stop the relevant service automatically.

12.2) Unlimited disk space - terms and conditions

Although customers enjoy unlimited disk space, **QGS Hosting** reserves the right to remove unnecessary files, including:

- large logs;
- duplicate archives;
- old/unnecessary files;
- files that threaten the stability of the node;

The goal is to protect the main server, as full NVMe/SSD disks can lead to failure.

12.3) Unlimited Internet Traffic (Bandwidth)

The services offer unlimited traffic, but if abnormal or harmful behavior is detected, **QGS Hosting** may limit, suspend, or cancel the service to protect the network and other customers.

12.4) Prohibited activities

The use of hosting services for the following purposes is strictly prohibited:

- IRC scripts/bots (except with express permission);
- Proxy scripts and anonymizing services;
- AutoSurf/PTC/PTS/PPC websites;
- IP scanners and brute force tools;
- Mail bombs, spam scripts;
- Mirror/File dump services;
- Streaming with more than 2 simultaneous streams;
- HYIP, FOREX, Ponzi schemes, MLM, etc.;
- Lottery and gambling sites;
- Software or websites promoting hacking or illegal activities;
- Websites distributing pirated content;
- Fraudulent or phishing websites;
- Hosting of Mailer Pro or similar mass mailing systems.