

## § 1. General rules

1. TOS (Terms Of Service) defines the rules and methods of providing electronic services by registered company: Chunkserve Mateusz Pepliński (VAT ID: PL5552134327 REGON: 524549766), located at Dworcowa 7/3, 89-600 Chojnice, Poland, through the chunkserve.com website.
2. The Service Provider provides hosting services for applications, VPS servers, and other related services not mentioned in this document, to the Service Customer, according to the terms specified in this regulation.
3. The Service Provider reserves the right to modify the content of this regulation without the need to inform the service Customers.

## § 2. Definitions

1. Application hosting - a resource space provided by the service provider that allows the launching of a server for a selected application.
2. Wallet - a virtual wallet in the user panel.
3. Service Provider - Chunkserve Mateusz Pepliński (VAT ID: PL5552134327 REGON: 524549766), located at Dworcowa 7/3, 89-600 Chojnice, trading under name "Chunkserve"
4. Client (Service Customer) - an individual or legal entity (ie. company) using the services.
5. Node - a physical machine on which the services provided by the Service Provider are run.
6. User Panel - an online service that allows managing the billing and services. It is accessible at <https://billing.chunkserve.com>.
7. Discount Code - a one-time code that reduces the price of services by a specified percentage.
8. Network Attack - an attack (DoS/DDoS) directed at the Chunkserve infrastructure.

## § 3. Terms of Service

1. The Service Customer is obligated to use the services in a manner that does not violate the applicable laws. Otherwise, the service may be blocked.
2. By ordering a service, the Service Customer unambiguously accepts the provisions of this regulation.
3. In order to use the services, the Service Customer must register in the user panel. When filling out the registration form, the Service Customer declares that the provided information is accurate and true.
4. The Service Customer declares that they have the necessary competence and skills to use the purchased services.
5. The price list of services may be changed at any time. The Service Provider reserves the right to change prices or offers without prior notification to the Service Customer.
6. The Service Customer is obligated to notify the Service Provider in the event of any problems with the service that do not result from incorrect configuration by the Service Customer.

7. The Service Customer is obliged to use the service only for themselves or sub-users. If access to the service is granted to third parties, the Service Provider shall not be held responsible.
8. The Service Customer is fully responsible for how they use the service and for any information they distribute through it.
9. The Service Customer declares that they are at least 13 years old (or other minimal age in customer country that allows for service purchase) and have the consent of a legal guardian/parent before registering in the user panel.
10. The duration of the service is strictly determined. After the service has been completed, access to the service is suspended, and after 7 days, the files are deleted.
11. The service can be extended at any time through the user panel or by contacting technical support.
12. The Service Provider does not guarantee the continuous operation of the service. However, all efforts will be made to minimize any potential downtime.
13. The Service Provider is not obligated to inform about any technical interruptions, but will notify the Service Customers when feasible.
14. Server resources are shared among users unless specified otherwise in the agreement.
15. The Service Provider commits to making backup copies at least every 2 weeks.
16. The Service Provider does not guarantee full protection against any network attack but will make every effort to mitigate its effects.
17. The use of the Service Provider's services to establish proxies for servers outside the Customer's infrastructure is prohibited. In case of detected abuse, the server may be permanently suspended without refund.
18. In case of any abuse, it will be reported to the client, and if the necessary actions are not taken, the service may be canceled immediately without refund.
19. Engaging in SMTP spamming, port scanning, DDoS attacks, or any other malicious activities is strictly prohibited. If we detect any instances of abuse, we will take immediate action, including suspending your service without providing a refund.

#### § 4. Service Purchase

1. To order a service, it is necessary to have an active account on the user panel located at <https://billing.chunkserve.com>, or to contact technical support through other channels such as Discord server, Livechat, or by phone.
2. In order to top up the virtual wallet in the user panel, personal information must be provided. The Service Recipient declares that the provided information is accurate and true at the time of submission.
3. Topping up the account in the user panel can be done using the payment gateways supported by the Service Provider available on the user panel or by contacting technical support.
4. After topping up the wallet through the panel, a payment confirmation document (invoice) is automatically generated. In the case of payments through other channels, an invoice is issued at the request of the Service Recipient. The Service Recipient can declare this request within 3 months from the date of funds top-up.
5. The funds in the user panel's wallet are non-refundable and can be used to purchase any service offered by Chunkserve.

6. If there are specific reasons that could negatively impact the MatchaHost infrastructure or the company itself, the Service Recipient has the right to refuse the sale of the service.

#### § 5. Payments

1. The Service Provider enables payment through the user panel using payment gateways: Stripe, Cashbill, PayPal and Mollie.
2. If the Service Recipient wishes to top up the wallet through a different payment channel, they should submit a request to technical support.
3. The Service Recipient may use a gift voucher generated by another user or provided by the Service Provider or third parties. Gift vouchers are non-refundable.

#### § 6. Liability

1. The Service Provider shall be liable for any damage caused to the Service Recipient as a result of non-performance or improper performance of the contract by the Service Provider, unless it is caused by circumstances for which the Service Provider is not responsible, in particular: a) lack of access to services caused by actions of third parties or force majeure; b) the Service Recipient's use of the services in a manner contrary to this Terms and Conditions or applicable laws; c) provision of incomplete or incorrect data by the Service Recipient during the account registration; d) actions of third parties when the Service Recipient has granted them access to the hosting service; e) the Service Recipient's use of software downloaded from the Internet; f) failures of the infrastructure of the companies used by the Service Provider; g) faulty operation of software.
2. The Service Provider's liability for damages specified in point 1 above is limited to an amount equal to a maximum of 70% of the service fee for the month of service provision.
3. The Service Provider shall not be held liable for the improper functioning of the services provided by them when the service parameters are not sufficient to handle the resources installed by the Service Recipient.
4. The Service Provider may block the Service Recipient's service if it poses a direct risk to the Service Provider's infrastructure or if the server is being used in a manner that jeopardizes it.

#### § 7. Complaints

1. The Service Recipient may submit a complaint regarding the service at any time during its provision.
2. Complaints can be submitted by contacting the technical support or by sending an email to [firma@chunkserve.pl](mailto:firma@chunkserve.pl).
3. The complaint should include the client's details, the reason for the complaint, and the requested resolution.
4. The Service Provider will review the complaints within a maximum of 14 days.

#### § 8. Test Servers

1. The Service Recipient is entitled to a one-time trial period for any service provided by Chunkserve.
2. The trial period lasts for 3 hours, but if an extension is needed, the Service Recipient should contact the technical support. The trial period can be extended up to a maximum of 24 hours.
3. After the trial period ends, the files are permanently deleted unless the Service Recipient has made the appropriate payment for the service in advance.
4. The Service Provider reserves the right to refuse the provision of a test server without specifying a specific reason.