



# Terms of Service

Last updated 16.08.2025

These Terms of Service ("Terms") govern the use of virtual private server ("VPS") and other services provided by SC 0Ping.eu SRL ("0Ping.eu," "we," "us," "our"). By ordering, accessing, or using our services, you ("Customer," "you") agree to these Terms.

## 1. Introduction & Acceptance

1.1. These Terms apply to all business relationships between the customer and SC 0Ping.eu SRL.

1.2. They apply to all products and services offered by SC 0Ping.eu SRL.

1.3. By using our services, you acknowledge and accept these Terms.

1.4. We may update these Terms at our discretion, with prior notification at least 30 days before changes take effect.

1.5. We reserve the right to select customers at our discretion and may reject any applicant without explanation.

1.6. Customers must provide accurate identification information and notify us within 14 days of any changes.

## 2. Service Description & Provision

2.1. VPS services will be delivered in accordance with their product descriptions.

2.2. Services will be provisioned within 72 hours of payment confirmation.

2.3. Customers are required to prepay for services for at least 30 days.

2.4. If service provisioning is delayed beyond this period, a full refund will be issued via the original payment method within 14 days of request.

## 3. Service Availability & Refunds

3.1. We guarantee a minimum 99.9% uptime per calendar year.

3.2. If uptime falls below this level, the customer may request a proportional refund of the remaining paid period.

3.3. Refunds may also be requested within 14 days of payment confirmation, without providing a reason.

3.4. Refunds will be issued using the same payment method as the original purchase, within 14 days of receiving the request.

3.5. SLA calculations exclude: scheduled maintenance, downtime caused by customer actions, third-party software, or events described under *Force Majeure*.

## 4. Billing, Payment & Suspension

4.1. Services that are not renewed or paid for on time will be immediately suspended.

4.2. Suspended services will be retained for up to 7 days after suspension.

4.3. If payment is made during the suspension period, the service will be reactivated immediately.

4.4. If payment is not received within the 7-day grace period, all associated data and services will be permanently deleted and cannot be recovered.

## **5. Resource & Bandwidth Usage**

5.1. Customers are entitled to use 100% of their allocated CPU, RAM, and disk resources 24/7.

5.2. Customers may exceed their allocated bandwidth with no additional charges, but bandwidth usage will be limited to 100 Mbps for the remainder of the billing cycle if exceeded.

5.3. SC 0Ping.eu SRL may intervene only if a VPS instance negatively affects other customers or the stability of our infrastructure, with prior notification where possible.

## **6. Security, DDoS & Network Abuse**

6.1. VPS instances under DDoS or other network attacks affecting our infrastructure may be null-routed or restricted only if the attack cannot be mitigated by our hardware and network defenses, with prior notification to the customer whenever possible.

6.2. Services exhibiting abnormal network activity may be temporarily restricted, with prior notification to the customer.

## **7. Acceptable Use & Illegal Activities**

7.1. Customers must use services in compliance with all applicable laws and regulations.

7.2. Any VPS used for illegal activities – including but not limited to hacking, spamming, copyright infringement, or distribution of illegal content – may be immediately suspended.

7.3. Customers will be notified upon such suspension.

7.4. SC 0Ping.eu SRL reserves the right to permanently terminate services involved in illegal activity, with no refund, if required by law or to protect our infrastructure and other customers.

## **8. Backups, Data Retention & Data Loss**

8.1. SC 0Ping.eu SRL provides backups for all plans; however, customers are responsible for maintaining their own independent backups.

8.2. Customer data is retained for the duration of the service period.

8.3. Upon service cancellation or termination, customer data will be permanently deleted immediately.

8.4. All processing and retention of personal data are carried out in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and other applicable EU data protection laws.

8.5. SC 0Ping.eu SRL is not liable for any data loss, corruption, or unavailability, except as explicitly covered under Section 3 (Service Availability & Refunds).

8.6. Customers are solely responsible for maintaining independent backups of all data, applications, and content stored on their VPS or other services.

8.7. SC 0Ping.eu SRL shall not be responsible for any indirect, incidental, or consequential damages resulting from data loss, including lost profits or business interruption, in accordance with Section 12 (Limitation of Liability).

## **9. Customer Responsibilities**

9.1. Customers are fully responsible for all actions conducted with the service from the moment it is provisioned.

9.2. Customers must ensure their use of the service complies with these Terms, applicable laws, and does not negatively affect other customers or the infrastructure of SC 0Ping.eu SRL.

9.3. Customers acknowledge that they are solely responsible for the content, data, and activities associated with their services.

9.4. Without limiting Section 15 (Indemnification), Customers accept that they may be held liable for damages, costs, or claims arising from their misuse of the services.

## **10. Governing Law & Dispute Resolution**

10.1. These Terms are governed by and construed in accordance with the laws of Romania.

10.2. Any dispute arising out of or relating to these Terms shall first be attempted to be resolved amicably through direct negotiation.

10.3. If unresolved within 30 days, disputes will be submitted to the competent courts of Bucharest, Romania.

10.4. SC 0Ping.eu SRL may take immediate legal steps, if required, to protect its rights or ensure the stability and security of its infrastructure.

## **11. Force Majeure**

11.1. SC 0Ping.eu SRL shall not be liable for delays or failures caused by events beyond its reasonable control, including but not limited to natural disasters, fire, accidents in data centers, government actions, war, terrorism, labor disputes, power failures or global Internet outages.

11.2. Obligations affected by such events will be suspended until the situation is resolved.

## **12. Limitation of Liability**

12.1. To the fullest extent permitted by law, SC 0Ping.eu SRL shall not be liable for indirect, incidental, or consequential damages, including lost profits, business interruption, or loss of data.

12.2. Our total liability for any claim shall be limited to the amount the customer paid for the affected service in the 30 days preceding the claim.

## **13. Changes to Pricing and Services**

13.1. SC 0Ping.eu SRL reserves the right to adjust pricing, service plans, and features at its discretion.

13.2. Customers will be notified of any changes at least 30 days in advance, via email or account notification.

13.3. Adjusted pricing or plan conditions will not affect prepaid service periods; they will only apply upon the next renewal or new order.

13.4. If the Customer does not agree to the revised pricing or service conditions, they may cancel their service prior to the renewal date, in accordance with Section 8 (Backups, Data Retention & Data Loss).

## **14. Chargebacks & Refund Limitations**

14.1. Customers agree not to initiate chargebacks or payment disputes with their payment provider for services provided by SC 0Ping.eu SRL.

14.2. Any billing concerns or refund requests must be submitted directly to SC 0Ping.eu SRL's support team for resolution, in accordance with Section 3 (Service Availability & Refunds).

14.3. In cases where a chargeback is filed, SC 0Ping.eu SRL reserves the right to immediately suspend all related services. The conditions of Section 4 (Billing, Payment & Suspension) apply in full during and after such suspension.

14.4. SC 0Ping.eu SRL may also pursue recovery of the disputed amount, including any associated fees or costs, before restoring service.

14.5. Recurring services are non-refundable once renewed, except as expressly provided under Section 3.

## **15. Indemnification**

15.1. The Customer agrees to indemnify, defend, and hold harmless SC 0Ping.eu SRL, its directors, officers, employees, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or relating to:

(a) the Customer's use or misuse of the services;

(b) any violation of these Terms by the Customer;

(c) any breach of applicable laws or regulations; or

(d) any claim that the Customer's data, content, or activities infringe the rights of a third party.

15.2. This obligation survives the termination or expiration of the Customer's services.

## **16. Severability & Waiver**

16.1. If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16.2. The failure of SC 0Ping.eu SRL to enforce any right or provision under these Terms shall not be considered a waiver of such right or provision.

16.3. Any waiver or modification of these Terms must be made in writing and signed by an authorized representative of SC 0Ping.eu SRL.

## **17. Privacy & GDPR Compliance**

17.1. SC 0Ping.eu SRL processes and stores personal data in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and other applicable EU data protection laws.

17.2. Personal data collected may include, but is not limited to, name, contact information, billing details, and IP addresses.

17.3. Customers have the right to access, correct, and request deletion of their personal data, as outlined in our Privacy Policy.

17.4. SC 0Ping.eu SRL will implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data.

17.5. By using our services, customers consent to the collection and processing of personal data as described in our Privacy Policy.

## **18. Notifications & Communication**

18.1. SC 0Ping.eu SRL may send notifications regarding service updates, maintenance, outages, or changes to Terms via email or through the customer dashboard.

18.2. Customers are responsible for providing accurate contact information and for monitoring their email and dashboard notifications.

18.3. Notices sent to the email address on record are considered received by the customer.

## **19. Termination & Cancellation**

19.1. Customers may voluntarily terminate their services at any time by providing written notice through the customer dashboard or support email

19.2. Termination requests take effect at the end of the current billing period unless otherwise agreed in writing.

19.3. No refunds will be issued for any remaining period upon voluntary termination.

19.4. Upon termination, all customer data will be permanently deleted immediately, as described in Section 8.3.

19.5. SC 0Ping.eu SRL may terminate or suspend services immediately if the customer violates these Terms, engages in illegal activity, or negatively impacts our infrastructure, in accordance with Sections 4 and 7.

## **20. Taxes**

20.1. Customers located in European Union (EU) countries are responsible for paying Value Added Tax (VAT) at the applicable rate, which will be added to invoices. Customers located outside the EU will not be charged VAT or any other taxes through SC 0Ping.eu SRL.

20.2. SC 0Ping.eu SRL is not responsible for any taxes, duties, or fees imposed by local authorities on the customer beyond VAT for EU customers.

## **21. Entire Agreement & Amendments**

21.1. These Terms, together with any applicable Privacy Policy, constitute the entire agreement between the customer and SC 0Ping.eu SRL regarding the services and supersede all prior agreements, understandings, or communications, whether written or oral.

21.2. Any amendments, modifications, or additions to these Terms must be made in writing and published on the SC 0Ping.eu SRL website. By continuing to use the services after any amendments take effect, the customer accepts and agrees to the updated Terms.