Special conditions for Virtual Private Server (VPS)

Latest version dated 2026.11.13

1.0 General

This agreement governs the relationship between ServeTheWorld (STW) and the Customer.

The purpose of this document is to establish the specific terms that apply to VPS. These specific terms supplement the general terms of the agreement. In case of conflict between the two, the specific terms take precedence over the general terms.

Matters not defined in the specific terms are subject to the General Terms and Conditions.

2.0 Money-Back Guarantee for 30 Days

In the event that the Customer is not satisfied with the VPS within a period of 30 days and chooses to cancel the service, any payment made for the web hosting will be reimbursed.

3.0 Uptime Guarantee

STW guarantees a minimum uptime of 99.9% for VPS. If, contrary to expectation, the service fails to achieve this in a calendar month, the customer will be compensated with an amount equivalent to what the customer has paid for one month of VPS. A maximum of 1 month of free VPS will be provided as compensation within a calendar month. The customer needs to initiate contact if the uptime guarantee is considered unfulfilled. Notified maintenance on hardware/infrastructure does not count as downtime for the uptime guarantee.

4.0 Subscription

VPS is an ongoing subscription billed in advance. The Customer's payment obligation lasts as long as the ongoing billing period, unless otherwise agreed in writing. Subscriptions are automatically renewed under the current terms unless valid notice of termination is given. If the Customer terminates after a new billing period has begun, the Customer must pay for the entire billing period.

5.0 Miscellaneous

A VPS is a service where customers take on the responsibility of managing their own dedicated portion of a server, unless otherwise explicitly specified through an agreement with STW. Customers are provided with root/administrator access.

If the Customer's services cause errors or problems that could affect other users, STW reserves the right to shut down the user's website/service and/or ask the Customer to stop the usage causing problems. Websites/services designed in a way that may inconvenience or harm others may be removed without prior notice. In cases where the website generates more traffic than STW deems normal, given the chosen web solution, STW may take down the services without prior notice.

The Customer is obligated to use the services in a manner that complies with applicable laws and regulations. The Customer is responsible for all material uploaded to the server and must ensure that copyright is not violated, necessary permissions from public authorities are obtained, and the uploaded material does not violate applicable laws and regulations. STW does not permit the use of torrents, file-sharing networks, links to warez, hate materials, profane materials, instructions for explosives, criminal

activities, etc. The Customer must adhere to applicable laws and regulations, as well as the norms and etiquette generally accepted by the internet community. STW reserves the right to suspend, cancel, terminate, or discontinue services at its own discretion, and the Customer cannot claim compensation as a result. The Customer is responsible for backing up data stored on STW's servers. STW is not liable for losses that could have been prevented if such a backup had been taken.

For the purpose of preventing misuse of the service, the outgoing SMTP port is blocked by default. Customers seeking to enable the SMTP port are advised to reach out to our support team and present a reasoning for their need.

6.0 Liability

Under no circumstances can the Customer claim compensation beyond the amount paid for VPS in the last 12 months, calculated from the time liability was notified. Compensation does not cover liability for indirect losses, including lost profits, consequential losses, and other consequential damages. Claims for compensation must be made without undue delay.

STW is not liable in the event of Force Majeure.

7.0 Cancellation

The Customer shall initiate the termination process within the Control Panel, unless otherwise is accepted by a representative at STW. If the Customer cancels in any other manner, STW has the discretion to decide whether the termination will be accepted.