

Our terms

Terms-of-Use Agreement

The Terms-of-Use Agreement has a direct relationship to any website created and/or maintained by the It Hosting Group, registered address: Estonia, 11912, Tallin, Padriku tee 12/ 3-4, and Server Technologies LLC, registered address: Russia, Biysk, Mitrofanova, 10, apt. 22 (hereinafter referred to as the King Servers). It Hosting Group provides hosting services and technical support for its customers all over the world, it is responsible for service level, it takes part in dispute resolutions and so on. Server Technologies LLC provides hosting services and technical support for its clients in accordance with the laws of the Russian Federation.

On the basis of this Agreement, the King Servers undertakes to provide the Customer **with the right to claim for information processing services** - hosting and access to applications services, in accordance with the selected tariff, volume, and based on the terms established by this Agreement, and the Customer undertakes to pay for the granted right.

The right to claim for services in a certain amount is granted from the date of full payment.

Copyright

Since 2008 all the King Servers Company rights are protected by the law. A permission to view, copy, print and distribute any material on this website may be given upon the following terms:

- this material may be used for inner, information and non-commercial purposes;
- any copying of the material or any its part should contain this copyright notice;
- you may create a hypertext link to the King Servers Company website on your website so that the page with the right link has an access to the King Servers Company website. However this by no means mean that the King Servers Company is a sponsor of your website. Besides you do not have the right to republish, reallocate or copy materials from the King Servers Company website which are a component of a link, otherwise including vertical synchronization or using other similar methods, without a written permission of the King Servers Company.

Any other usage of the material or any its part on this website is prohibited without a written permission of the King Servers Company.

Content and liability disclaimer

The King Servers Company does its best for publishing accurate, complete and actual information on this website. However, the King Servers does not guarantee that the content

on the website is accurate, complete, actual and is free from technical or typographic mistakes. The King Servers Company reserves the right to make alterations and correct any information on this site without a preliminary notice. Some limitations concern goods and services. Certain goods and services are not reliable on any market that is why you should consult a representative of your account in the King Servers Company.

Access and use of this website as well as of all content on it is under a user's responsibility. We have provided access to some other websites of the world wide web for your comfort exclusively but the King Servers Company does not bear responsibility for content of other websites. At your reasonable discretion you may take measures for being sure that everything you wish to use does not contain viruses or worms, Trojans as well as other elements of destructive character.

The King Servers Company does not give any guarantees or statements of open or close nature including but not limited by guarantees of merchantability, conformity with a certain goal or absence of infringement of rights.

Neither the King Servers Company nor any of parties involved in development, making or granting of this website will bear responsibility for direct, casual, successive or indirect compensation for damages or punitive damages or any other compensations for losses as a result of your access, use or disability to use this website or any other hypertext website or any other mistakes or inaccuracies in content of the mentioned above provided that this damage is not a result of an abusive action or a wanton negligence on the part of the King Servers Company.

Copyright notice developed specially for the software placed on this website

Any software which is available for downloading from this server (the Software) is a patented product of the King Servers Company and its suppliers. Use of the Software is regulated by a license agreement with an end user which, if necessary, accompanies or comes with the Software (the License Agreement). An end user may install any Software accompanied by or stipulated in the License Agreement and only after he/she agrees to all terms and conditions of the License Agreement. If conditions of the License Agreement are not stipulated otherwise, the end user may use the Software on his/her own computer(s) for noncommercial purposes only. The Software becomes available for downloading and use by end users only as provided by the License Agreement. Any reproduction or redistribution of the Software out of accordance with the License Agreement is expressly prohibited by the law and may be a result of civil or criminal penalties. Violators will be subject to a legal prosecution with maximum severity.

Unlimited refusal, copying or reproduction on any other server or area for further reproduction or redistribution is expressly prohibited provided that such reproduction or redistribution is not expressly allowed by the license agreement going with such software. By this clause, besides the stipulated by the license agreement, the King Servers Company disclaims any guarantees and obligations regarding software including all implicit guarantees and obligations concerning merchantability, correspondence with a certain goal, copyright and absence of infringement of rights.

Trade marks

The King Servers and the King Servers logo are the trade mark of the King Servers Company. Goods and names of the King Servers Company service are the distinctive mark of this Company. Absence of identification marks or records of ownership of property on goods of third parties should not be treated as any claims for rights on the part of the King Servers Company.

Consent to receiving mailings from King Servers

Users who make inquiries through the <https://control.king-servers.com> customer support system, send messages to the King Servers email addresses containing @king-servers.com, and contact the support chat at <https://kingservers.com>, give their consent to receive marketing mailings to their email from King Servers. In the message received, the user can opt out of receiving such messages in the future.

Suggestions

All comments, suggestions or any other information sent by a customer to the King Servers Company (Suggestions) will be delivered without any limits or obligations on the part of the King Servers Company and will not be subject to confidentiality. All Suggestions will be submitted in conformance with principles stated in the Acceptable Use Policy of the King Servers Company. A user gives all intellectual property rights concerned with Suggestions to the King Servers Company.

Agreement to Monitoring

The King Servers Company is no way obliged to monitor material stored or transferred to this server. However, anyone using this server agrees that the King Servers Company has the right to check content on a server from time to time in order to:

- 1) ascertain that it corresponds with all laws, rules and other governmental requirements as well as its use conditions;

2) operate the server efficiently or to protect its users and itself. The King Servers Company reserves the right to change, refuse or delete any material which it at its own discretion considers inadmissible or violating the law or conditions of the Agreement. This includes materials located or transmitted to this server.

Only authorized users have the right to use systems and applications with the King Serves Company access control. A user involved in an activity will be controlled for the purposes of efficient administration and security. Anyone using these systems and applications agrees to such monitoring and to usage of any evidences of an unauthorized access, use or change for purposes of a criminal prosecution.

It is **PROHIBITED** to install and use software, designed and used to send bulk e-mails (email), including, but not limited to, any versions of PowerMTA or MailerQ. This list may be changed and/or supplemented at any time without prior notice. If the installation or use of this software is recorded by the monitoring system, the company reserves the right to block the rented server without the possibility of appealing the decision or returning unused funds.

It is **PROHIBITED** to install and use software designed for servicing, calculating, and operating digital currencies (i.e. mining, cryptocurrency mining, distributed platforms, creating new blocks with the ability to receive remuneration in the form of new units and commissions, etc.).

It is also **PROHIBITED** to install, use, publish, distribute any information or software containing malicious code or capable of harming other users in any way. In case of such violation, the company reserves the right to block the rented server without the possibility of appealing the decision or returning unused funds.

If, after issuing the server, it is revealed that the server is unavailable via TCP network ports 22 or 3389, which are standard for SSH or RDP protocols (for Linux and Microsoft Windows operating systems, respectively) according to the IP address allocated for this server, the technical department of the IP HOSTING GROUP performs diagnostics.

If it turns out that the unavailability is caused by technical reasons on the side of the IT HOSTING GROUP capacities, the IP address is replaced with another one for free. If the inability to connect to the server via TCP network ports 22 or 3389 (for Linux and Microsoft Windows operating systems) is caused by the actions of third parties, including, but not limited to, the actions of the authorities of a particular country or the Internet provider(s) of the client, the replacement of the IP address, as well as the refund of unused funds for the rental of server capacities are not produced.

Refusal of services and procedure for mutual settlements

In case of cancellation or refusal of services for which the Customer has the right to claim in accordance with the terms of this Agreement, the Customer is obliged to notify the Contractor through the customer support system <https://control.king-servers.com>. **In case of cancellation or refusal of services, the funds paid by the Customer are not refunded, and in the case of calculation of the actually incurred costs, the price is determined as follows: 99% of the cost is determined as the price of the claim of the 1st service, and 1% accounts for all the rest.** The parties have the right to determine a different procedure for determining prices by concluding an additional agreement.

King Servers accepts and considers claims for mutual settlements only for services provided within the last 30 days before the date of filing the claim.

Payment features

Please note that in accordance with the legislation of the USA and the Federal Law of the Russian Federation dated 14.07.2022 No. 331-FL, we do not accept cryptocurrency payments from customers in the USA and do not carry out cryptocurrency payments for goods and services within the territory of the Russian Federation. Please choose another available payment method if you are located in either of these countries.

Settlement of disputes

Any disputes arising from the use of the King Servers Company website shall be resolved in accordance with the laws of the Russian Federation or Estonia, depending on which jurisdiction is applicable. Disputes may be submitted to the judicial authorities in Biysk, Russia, or Tallinn, Estonia, in accordance with the relevant legislation. For all issues related to the Terms-of-Use Agreement or any other aspects of King Servers Company's activities, please contact us at: info@king-servers.com.

Reference details

IT Hosting Group OU,
Registry code: 16099041
Registered address: Estonia, 11912, Tallin, Padriku tee, 12/3-4.

Server Technologies LLC,
Registry code: 1142204003952
Registered address: Russia, 659303, Biysk, Mitrofanova, 10, apt. 22