

## Article 1 - Definitions

In these Terms and Conditions the following definitions are used, both singular and plural.

- 1.1 **Terms and Conditions:** the present terms and conditions, regardless of the form in which they are made known.
- 1.2 **Phanes Cloud:** The private company Phanes Networks B.V., having its registered office in Urk, The Netherlands, registered under file number 86316273 at the Chamber of Commerce in The Netherlands.
- 1.3 **Customer:** the party to whom the offer of Phanes Cloud is addressed, with whom Phanes Cloud has concluded the agreement or for whom the legal act has been / will be performed, on the basis of which Products or Services are delivered to this party.
- 1.4 **Products:** all movable property that is the subject of any offer, quotation, agreement or other legal act in the relationship between Phanes Cloud and the Customer.
- 1.5 **Services:** all work or other activities that are the subject of any offer, quotation, agreement or other legal act in the relationship between Phanes Cloud and the Customer.
- 1.6 **Agreement:** any mutual acceptance, confirmed in writing, with regard to the Services of Phanes Cloud. Orders placed electronically are explicitly included below.
- 1.7 **In writing:** these terms and conditions are understood to mean correspondence by letter or e-mail or support ticket within the Phanes Cloud Customer portal.
- 1.8 **Data traffic:** The amount of internet traffic that the Customer sends and receives.
- 1.9 **Bandwidth:** The amount of data that can be transferred from one point to another within a network in a specific amount of time, usually in Megabits per seconds.
- 1.10 **(D) DoS:** (Distributed) Denial of Service. An excessive amount of data traffic that malicious people send to the Customer's server.
- 1.11 **Dedicated Server:** A physical server that is made digitally available to the customer.
- 1.12 **Virtual Server:** A virtualized server on a physical server (host node) with small resources reserved for the Virtual Server such as CPU cores, Memory, Disk space.
- 1.13 **Web Hosting:** A piece of a server environment intended for hosting websites via a control panel with the possibility to send e-mails and use databases (MySQL)

## Article 2 - Applicability of the Terms and Conditions

- 2.1 The Terms and Conditions apply to and form part of all offers, quotations, agreements and other legal acts, whether or not they have been made in writing, electronically or in any other form, concerning the delivery by Phanes Cloud of Products and / or Services to or for the benefit of the Customer.
- 2.2 Oral agreements are only valid if Phanes Cloud confirms this in writing.
- 2.3 The Terms and Conditions also apply to Products and / or Services that Phanes Cloud has fully or partly purchased from third parties and, whether or not processed, delivers to Customer, as well as to Products and / or Services that implement the offer, quotation, agreement or other legal act commissioned by Phanes Cloud by a third party to the Customer.
- 2.4 Deviations from the Terms and Conditions are only valid if explicitly agreed in writing by Phanes Cloud and the Customer.
- 2.5 Phanes Cloud explicitly rejects the applicability of any terms and conditions of the Customer.

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- 2.6 If any provision of the Terms and Conditions is declared void or destroyed, the other provisions of the Terms and Conditions will remain in full force. Phanes Cloud and the Customer will consult with each other about a new provision to replace the void / voided provision, whereby the scope of the void / voided provision is taken into account as much as possible.
- 2.7 If the Customer registers with Phanes Cloud, the Customer guarantees to be eighteen (18) years of age or at least have permission from a legal representative.

### Article 3 - Offer, quotation and agreement

- 3.1 All offers from Phanes Cloud are without obligation, unless explicitly stated otherwise in writing.
- 3.2 Offers from Phanes Cloud are valid for the period stated in the offer. If no period is specified, the quotation is valid for two (2) weeks after the date on which the quotation was issued.
- 3.3 Agreements come into existence when Phanes Cloud accepts the assignment given in writing by the Customer, or at the moment that Phanes Cloud proceeds to the execution of an assignment.
- 3.4 Agreements are always entered into for a period of twelve (12) months unless otherwise agreed (during the order). Premature termination is excluded unless otherwise agreed.
- 3.5 The agreement is always automatically extended by the same period as the agreement, unless one of the two parties cancels the agreement at least one (1) month before the expiry of the agreed period by letter, ticket or e-mail. Unless stated otherwise in the agreement, a cancellation of the agreement must be made in writing with due observance of a notice period of one (1) month before the end of the agreed period. Cancellation can be done via the online ticket system of Phanes Cloud, e-mail or registered mail, on the understanding that the cancellation period only starts on the day on which Phanes Cloud receives the cancellation.
- 3.6 If the Customer is a natural person who does not act in the exercise of a profession or business and is a citizen of The Netherlands, the Customer has the right, without giving any reason, to dissolve the agreement within fourteen (14) days after the conclusion, unless Phanes Cloud has already started the implementation of the agreement and the Customer has already used the service.
- 3.7 If the Customer orders a customized service such as a domain name, Dedicated Server, software license, IP address, Virtual Server, the right of withdrawal will be canceled immediately.
- 3.8 Phanes Cloud is entitled to make a refund to the Customer its account at Phanes Cloud minus the transaction and possible administration costs which is 25% of the paid amount.

### Article 4 - Prices, rates and additional work

- 4.1 All prices and rates stated by Phanes Cloud apply in euros, unless explicitly stated otherwise in writing.
- 4.2 All prices and rates quoted by Phanes Cloud are exclusive of sales tax (VAT). Any other levies imposed by the government, as well as transport and delivery costs or travel and accommodation costs are not included in the prices, unless explicitly stated otherwise in writing.
- 4.3 Phanes Cloud is entitled at all times to adjust its prices and rates. Unless it has been expressly agreed in writing that prices and rates apply for a specific period, the announced price changes with regard to the delivery of Products and / or Services will take effect one (1) month after the announcement thereof.

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- 4.4 If the Customer does not agree with the change in prices and / or rates announced by Phanes Cloud, the Customer has the right to cancel the agreement with Phanes Cloud within five (5) days after the announced change.
- 4.5 Obvious mistakes or errors in the offer do not bind the entrepreneur.
- 4.6 If Phanes Cloud has made costs for the Customer, it must inform the Customer of this and send an invoice. Customer must pay the amount due in euros.
- 4.7 If the Customer continues to fail to pay invoices sent by Phanes Cloud after the invoice is due, the owed amount may be handed over to a debt collector. In that case, in addition to the total amount owed, the Customer is also obliged to pay full compensation for extrajudicial and judicial collection costs, including all costs calculated by external experts in addition to the costs determined by law in connection with the collection of this claim or the exercise of legal proceedings otherwise, the amount of which is set at a minimum of fifteen percent (15%) of the total amount with a minimum of forty (40) euros.
- 4.8 Phanes Cloud is entitled to charge fifty (50) euro connection costs for re-enabling of the service after the collection procedure has been completed.

## Article 5 - Delivery

- 5.1 Specified deadlines for the delivery by Phanes Cloud of products and / or services only serve as a guideline and rights can never be derived from this, unless explicitly agreed otherwise in writing.
- 5.2 Customer must check all services and / or products delivered immediately after delivery, and inform Phanes Cloud within 72 hours, for possible defects or other shortcomings. Once this period has passed, no refunds will be issued.
- 5.3 All services provided to the Customer remain the property of Phanes Cloud until the Customer has fully paid all amounts it owes to Phanes Cloud for products and / or services supplied by Phanes Cloud, as well as interest and costs due. Insofar as it has been explicitly agreed in writing that certain rights will be granted or transferred, these will always be granted or transferred on condition that the associated fees are always paid in full and on time.
- 5.4 Delivery takes place while supplies last.
- 5.5 Phanes Cloud's obligation to deliver, subject to proof to the contrary, will be met as soon as the goods delivered by Phanes Cloud have been offered to the Customer once.
- 5.6 Phanes Cloud may check the details that Customer registered with such as names, e-mail addresses, phone numbers and order information such as payment details, IP addresses, and browser details, to determine the risk of illegal activities. External tools such as fraud databases may be used.
- 5.7 Orders may be cancelled if Phanes Cloud determines that the risk of illegal activities is too high. Payments will be refunded to the original payment source in this case.

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## Article 6 - Liability

- 6.1 Phanes Cloud's liability for direct damage suffered by the Customer as a result of an attributable shortcoming in the fulfillment by Phanes Cloud of its obligations under this Agreement, or as a result of the unlawful acts of Phanes Cloud, its employees or those it employs. third parties, per event or a series of related events is limited to an amount equal to the fees that the customer owes per month under this Agreement (excluding VAT). However, under no circumstances will the total compensation for direct damage amount to more than ten percent (10%) of the total amount including VAT, with a maximum amount of one thousand (1,000) euros.
- 6.2 Liability of Phanes Cloud for indirect damage, including consequential damage, lost profit, lost savings, loss of (business) data and damage due to business interruption is excluded.
- 6.3 The liability of Phanes Cloud for attributable failure to comply with the Agreement only arises if the Customer gives Phanes Cloud a written notice of default and promptly and properly, stating thereby a reasonable period for clearing the failure, and Phanes Cloud also attributable to compliance after that period. continues to fall short of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Phanes Cloud is able to respond adequately.
- 6.4 Phanes Cloud is never liable for damage caused by force majeure.
- 6.5 A condition for the existence of the sole right to compensation is always that the Customer reports the damage in writing to Phanes Cloud within 5 days of its occurrence.
- 6.6 The customer indemnifies Phanes Cloud against all third-party claims for liability as a result of a defect in the Service that was delivered by the Customer to a third party and that also includes files, goods or materials supplied by Phanes Cloud.
- 6.7 Phanes Cloud reserves the right to take a service offline at any time in the event of (suspicion of) illegal activities.
- 6.8 Phanes Cloud is entitled to switch off the service if required by law (enforcement) or court order.
- 6.9 In the event of overuse of resources by third parties (for example as a result of a (D) DoS attack), Phanes Cloud reserves the right to temporarily interrupt the service. In this case all guarantees will expire.

## Article 7 - Intellectual property rights

- 7.1 All Intellectual property rights to all Software, equipment or other materials developed or made available under the Agreement such as analyzes, designs, documentation, reports, Quotations, and preparatory material thereof, rest exclusively with Phanes Cloud or its licensors. The Customer only obtains a non-exclusive and non-transferable right of use with regard to Intellectual Property for the duration of the Agreement.
- 7.2 The Customer will refrain from reproducing and / or making public and / or distributing the Software and the associated other materials.
- 7.3 The Customer is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the Software, equipment or materials, including designations regarding the confidential nature and secrecy of the Software.
- 7.4 Phanes Cloud is permitted to take technical measures to protect the Software. If Phanes Cloud has protected the Software by means of technical protection, the Customer is not permitted to remove or circumvent this protection. If the austerity measures result in the Customer being unable to make a backup copy of the Software, Phanes Cloud will make a backup copy of the

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Software available to the Customer at the Customer's request if possible. The customer has to pay all expenses Phanes Cloud makes to make backups.

- 7.5 Contrary to the above, the Parties may determine per further Agreement that Phanes Cloud will transfer the Intellectual Property. This transfer takes place on the condition that the Customer has paid all invoices that relate to the relevant results.
- 7.6 Insofar as a further deed is required for the transfer of the rights referred to in Article 7.5, Phanes Cloud will sign such a deed at the Customer's first request. Article 7.5 applies in full.

## Article 8 - Force majeure

- 8.1 None of the parties is obliged to fulfill any obligations if they are prevented from doing so due to force majeure. Force majeure means in any case: war danger, riots, strikes, war, fire, water damage, flooding, atmospheric conditions, prolonged power outages, adjustments or maintenance to the telecommunications network and / or network of electricity of others, cable breaks, attacks on a network / server including DDoS and DoS, disruptions in the networks important to Phanes Cloud, disruptions in communicative connections including telecommunication connections or prevention or refusal / long-term absence of compliance by suppliers of whom Phanes Cloud performs its work is dependent.
- 8.2 If a force majeure situation has lasted longer than sixty (60) days, the parties have the right to terminate the Agreement in writing. The customer will in any case still owe the rate for the month in which it was terminated.

## Article 9 - Storage and data limits

- 9.1 Phanes Cloud may set a maximum for the amount of storage space and / or data traffic per month that the Customer may or may actually use in the context of the Services.
- 9.2 Phanes Cloud may set a maximum transfer speed for the internet connection used by the Services.
- 9.3 If the Customer exceeds the applicable limits, Phanes Cloud may afterwards charge the additional usage without warning, according to the rates from Article 16, or the rates explicitly laid down in the Agreement.
- 9.4 No liability exists for the consequences of not being able to send, receive, save or change data if an agreed limit for storage space and / or data traffic has been exceeded.
- 9.5 If an excessive amount of data traffic is caused by an external cause (such as a denial of service attack), Phanes Cloud is entitled to pass on the costs to the Customer in a reasonable manner.

## Article 10 - Dedicated Servers

- 10.1 Phanes Cloud is entitled to completely erase the storage media of the Dedicated Server 1 day after the expiry of the Agreement with regard to the Dedicated Server without prior warning to the Customer.
- 10.2 Customer guarantees that Customer has enough technical knowledge on how to operate server operating systems or has hired specialists which can guarantee this.
- 10.3 Customer guarantees that Customer of hired specialists by Customer have enough knowledge to take backups.
- 10.4 Customer is required to have a working internet connection to connect with the management interfaces of the Dedicated Server.

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- 10.5 Phanes Cloud does not provide software support with this service, unless otherwise agreed.
- 10.6 Customer is fully responsible for the management of the Dedicated Server. Any actions taken by Customer on the Dedicated Server are for the responsibility of Customer.
- 10.7 Customer is fully responsible for carrying out any maintenance operations and software updates on the Dedicated Server.
- 10.8 Before carrying out maintenance operations or software updates, Customer has to ensure the updates to be installed are compatible with the Dedicated Server and the software installed on the Operating System.
- 10.9 Customer is forbidden to use his Dedicated Server as a router and/or establishing a tunnel to a peering/transit provider for announcing IP subnets via BGP unless explicitly allowed by Phanes Cloud.
- 10.10 Customer is forbidden to use his Dedicated Server as a DHCP server

## Article 11 - Virtual Private Servers (VPS)

- 11.1 Phanes Cloud is entitled to delete the storage media completely after 1 day after the Agreement has expired with regard to the server, without prior warning to the Customer.
- 11.2 Phanes Cloud cannot be held liable in the event of data loss on the host nodes. Phanes Cloud obliges the Customer to make backups regularly of the storage media itself.
- 11.3 Phanes Cloud is not liable for any security breaches that the Customer has configured.
- 11.4 Phanes Cloud does not provide software support with this service, unless otherwise agreed.
- 11.5 Phanes Cloud is entitled to reduce the Internet speed of the Customer's server for an indefinite period if the Customer has consumed more than the average data consumption of all Phanes Cloud Customers.
- 11.6 Customer guarantees that Customer has enough technical knowledge on how to operate server operating systems or has hired specialists which can guarantee this.
- 11.7 Customer is required to have a working internet connection to connect with the management interfaces of the Dedicated Server.
- 11.8 Phanes Cloud does not provide software support with this service, unless otherwise agreed.
- 11.9 Customer is fully responsible for the management of the Dedicated Server. Any actions taken by Customer on the Dedicated Server are for the responsibility of Customer.
- 11.10 Customer is fully responsible for carrying out any maintenance operations and software updates on the Dedicated Server.
- 11.11 Before carrying out maintenance operations or software updates, Customer has to ensure the updates to be installed are compatible with the Dedicated Server and the software installed on the Operating System.
- 11.12 Customer guarantees that Customer of hired specialists by Customer have enough knowledge to take backups.

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11.13 Customer is forbidden to use his Virtual Server as a router and/or establishing a tunnel to a peering/transit provider for announcing IP subnets via BGP unless explicitly allowed by Phanes Cloud.

11.14 Customer is forbidden to use his Virtual Server as a DHCP server

## Article 12 - Contact with Phanes Cloud

12.1 Phanes Cloud is entitled to terminate access to the ticket and / or live chat system if the Customer sends disrespectful, hateful messages, threats or misuses the system.

12.2 If Customer creates multiple Support Tickets, e-mails or chats for the same subject/issue then Phanes Cloud does not have to process those messages for 5 business days.

12.3 Phanes Cloud does not respond faster if the Customer regularly gives a response to a ticket. This will delay the process because the ticket ends up at the bottom of the list and will not be processed for at least 1 business day.

## Article 13 - Remote hands and hands-on

13.1 Remote assistance includes the 'remote assistance' service.

13.2 The fee for remote hands is seventeen euros and fifty cents (€ 17.50) excluding VAT per fifteen (15) minutes during office hours, and thirty-five (35) euros excluding VAT per fifteen (15) minutes outside office hours. Outside office hours, Phanes Cloud charges seventy-five (75) euros excluding VAT for travel expenses on top of the remote hands allowance. The minimum order is sixty (60) minutes outside office hours.

13.3 The office hours are Monday to Friday from nine (9:00) in the morning to five (17:00) in the afternoon. Office hours do not apply during Dutch public holidays or any religious holidays recognized in Dutch culture.

13.4 In the event that Phanes Cloud has to perform additional work, as a result of actions by the Customer, the remote hands rate, as stated in Article 13.2, will apply to the additional work performed.

## Article 14 - Reversals

14.1 Phanes Cloud obliges the Customer to never use the reversal (also known as chargeback) function and / or dispute function for reversing paid money to Phanes Cloud.

14.2 If the Customer uses this reversal function and / or dispute function mentioned in Article 14.1 then the total reversed amount plus fifty euro (€ 50) excluding VAT per reversed transaction will be charged for administration costs. Additionally Phanes Cloud has the right to terminate all services in the account of Customer with immediate effect and close the account, disabling the possibility of logging in.

## Article 15 - Illegal activities

15.1 Article 15 applies to all services and products provided to the Customer.

15.2 Phanes Cloud is entitled at all times to suspend and/or terminate the Customer's service in the event of (suspected) misuse and to charge administration costs of seventeen euro fifty (€ 17.50) for this. All matters that fall under abuse in any case are listed in this article.

15.3 Phanes Cloud prohibits the Customer from using the service for sending spam emails or using it as a (D) DoS network (also as controlling (D) DoS attacks).

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- 15.4 Phanes Cloud prohibits the Customer from using the service for Tor entry, relay and exit nodes if the Customer has not set up Reverse DNS (PTR) records from which the Customer's contact details can be drawn up.
- 15.5 Phanes Cloud prohibits the Customer from using the service for scamming or theft.
- 15.6 Phanes Cloud prohibits the Customer from using the service to make publicly available material and / or use it for lawful purposes.
- 15.7 Phanes Cloud prohibits the Customer from using the service to host copyright protected material.
- 15.8 Phanes Cloud prohibits the Customer to use the service for performing port scans, brute-forces.
- 15.9 Phanes Cloud prohibits the Customer to use the service for any activities forbidden by Dutch law.
- 15.10 When Phanes Cloud receives complaints about illegal activities being committed by the Customer, The Customer has to stop the activities immediately after being informed by Phanes Cloud. Customers with a Reseller status have 24 hours to comply.
- 15.11 Customer is required to respond to complaints sent to Customer by Phanes Cloud within 12 hours to update on the situation. Customers with a Reseller status have 24 hours to respond.
- 15.12 When Phanes Cloud receives no reply on abuse reports forwarded to the Customer or the Customer doesn't stop the illegal activities, Phanes Cloud has the right to immediately terminate the Service without issuing refunds or handing over backups. In this case all customers details such as names, e-mail addresses, payment details, IP addresses will be added into multiple Fraud databases.

## Article 16 - Overuse

- 16.1 Phanes Cloud is entitled to charge overuse (in the case of more usage than the maximum allowed, agreed via order) monthly.
- 16.2 Unless otherwise explicitly described in the Agreement, Phanes Cloud requires Customer to pay seven euros fifty (€ 7.50) excluding VAT per extra used terabyte of data traffic.
- 16.3 Unless otherwise explicitly described in the Agreement, Phanes Cloud requires Customer to pay one euro (€ 1,00) per extra used Mbit 95% of data traffic.

## Article 17 - Identity of the Customer

- 17.1 Phanes Cloud is entitled at all times to request the identity of the Customer and thereby to stop providing services until the identity of the Customer has been established.
- 17.2 Phanes Cloud is entitled to request a valid copy of a valid passport, driving license or proof of identity and proof of address. Other documents may be refused.
- 17.3 Phanes Cloud is entitled to send a letter by mail to the address specified by the Customer with a corresponding verification code. If this letter has to be resent by mail due to errors of the Customer, the Customer is responsible for the shipping and handling costs incurred. These costs amount to ten euros (€ 10) excluding VAT for addresses within the Netherlands and twenty euros (€ 25) for addresses outside the Netherlands.

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- 17.4 Phanes Cloud will handle the personal data provided by the Customer with all due care. Privacy-sensitive data, such as the Customer's Government Identification Number (also known as Social Security number in some countries), will never be requested and may be made unreadable.
- 17.5 Phanes Cloud has the right to use all information provided by Customer when placing an order to verify this with our anti-fraud suppliers for suspected fraud (risk score) and fraudulent actions committed in the past with customers of our anti-fraud suppliers.
- 17.6 If the information that is provided by Customer returns a 'hit' with our anti-fraud suppliers, we have the right to cancel the order.

## Article 18 - Confidentiality

- 18.1 Without prejudice to the powers granted to the customer in the Agreement and Terms and Conditions, both parties will keep confidential information confidential, irrespective of whether it has been communicated in writing or orally.
- 18.2 Subject to the prior written consent of the other party, each of the parties will not make information and data carriers available to it available to third parties and its personnel outside the framework of what is permitted in the Agreement and / or Terms and Conditions and to the extent that this is permitted under the Agreement and / or Terms and Conditions are permitted to be made known only to the extent permitted and necessary for the performance of the agreed performance.
- 18.3 Parties will oblige their staff and any third parties in writing to comply with these confidentiality provisions.
- 18.4 Customer will not disclose communication with Phanes Cloud and / or hand it over to third parties and / or show it. This includes conducted conversations, e-mail exchanges, support / sales / administration tickets, quotes, (chat) conversations, etc.
- 18.5 Neither party will mention the details of the Agreement and / or Terms and Conditions without the written permission of the other party in publications or advertisements.

## Article 19 - Fair Use policy

- 19.1 Given that the network resources given to the Customer are shared with other customers, the Customer guarantees that Customer will not use the Service in a manner that negatively affects the network resources of other Customers of Phanes Cloud.
- 19.2 Customer is forbidden to use excessive amounts of network bandwidth to occupy all network bandwidth available to all other customers.
- 19.3 Phanes Cloud reserves the right to apply limitations to the available bandwidth to the Service of Customer.
- 19.4 The average monthly bandwidth consumption on uplinks less than 2 Gbps may not be higher than 0.2% per 1 TB assigned traffic based on the bandwidth capacity of the network uplink(s). Example: 1G uplink with 100 TB consumable data,  $0.2\% \times 100 \text{ TB} = 20\% \text{ maximum average bandwidth consumption (200 Mbps 95\%)}$ .

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- 19.a When the average monthly bandwidth consumption is higher than the allowable consumption, Phanes Cloud has the right to lower the bandwidth capacity of the network uplink until at least the start of the next billing cycle.
- 19.b The bandwidth capacity of the uplink may be capped at 1% of the original uplink bandwidth capacity if the Fair Use Policy is violated.
- 19.5 Policy towards a high percentage of bandwidth consumption for long periods of time on uplinks 2 Gbps or larger without unmetered traffic:
  - 19.a Customer may not use more than 70% of the bandwidth capacity for more than 30 minutes.
  - 19.b Customer may not use more than 50% of the bandwidth capacity for more than 1 hour.
  - 19.c Customer may not use more than 30% of the bandwidth capacity for more than 3 hours.
  - 19.d The maximum average monthly bandwidth consumption may not be more than 0.05% per assigned TB of data to be consumed. For example:
 

*Uplink size is 10G. Allowed traffic is 300 TB.  $0.05 \times 300 \text{ TB} = 15\%$ . 1.5 Gbps 95% may be used.*
- 19.6 The Customer can, if it wishes to, subscribe to additional bandwidth options for an unlimited use of guaranteed public bandwidth.
- 19.7 Phanes Cloud reserves the right to suspend Customer's service in the case of excessive resource usage (processing power, memory and disk processing power) which negatively affect the performance of services taken by other customers.
- 19.8 Phanes Cloud reserves the right to suspend Customer's service in the case of repeated (D)DoS attacks on Customer's service for any duration Phanes Cloud wishes to to ensure other customers services are not negatively impacted by the attack on Customer's service.
- 19.9 Customer is forbidden to use their Web Hosting service for the following things:
  - Using the service for another intent than hosting their website,
  - Using the file storage for storage of backups to replace cloud services like Google Drive, Dropbox, etc,
  - Sharing your Web Hosting account with other people,
  - E-mailboxes with very large files and/or sending emails with very large attachments,
  - Using the Web Hosting account for streaming content such as images, videos, music and files,
  - Storing too much backups using the built-in backup tool of the control panel,
  - Using more than 1 backup tool such as additional Wordpress or other CMS backup plugins,
  - Inefficient or heavy executable code in the web application causing a high CPU and RAM usage.
- 19.10 Customer is forbidden to use his Virtual Server and/or Dedicated Server Service for the following things:
  - Using the Service as a miner for cryptocurrency and related systems,
  - Using the Service as a Chia plotting/mining instance,
  - Doing stress tests on the CPU, RAM, Disk

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- Using the Service as a network speed testing endpoint or using the Service to test the network speed of the server regularly,
- Using the server for network scanning (internally and externally),
- Using the server to constantly send ping requests to another IP address for use-cases other than monitoring the uptime and latency of another host.

## Article 20 - Refunds

- 20.1 Absolutely no refunds will be issued, unless in the following circumstances:
- a. The order has been rejected because Phanes Cloud determined the risk of illegal activities too high,
  - b. The order has been cancelled on request of Customer or Phanes Cloud, before Phanes Cloud started completing the order.
- 20.2 Refunds will be issued within 5 business days after the request has been approved by Phanes Cloud.
- 20.3 Refunds will be returned to the original payment source.
- 20.4 Refunds for payments done via Cryptocurrency cannot be returned back to a cryptocurrency wallet. Instead the amount will be returned to the Customer credit balance in the Phanes Cloud client area or to a bank or PayPal account on the Customers legal name, which needs to be verified first.
- a. If the identity of Customer mismatches with the identity of the bank or PayPal account or Customer has no bank or PayPal account, then no refund will be issued and the paid amount will be processed as a support/processing fee.
- 20.5 For refunds to be done via bank transfer, all bank fees have to be paid by Customer.
- 20.6 One-time setup fees for services such as Dedicated Server cannot be refunded regardless of order status.
- 20.7 Transaction costs and processing fees (10% with a minimum of 5 EUR, only in case of 20.1.b) have to be paid by Customer.

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