

TERMS OF SERVICE

Last updated January 31, 2024

AGREEMENT TO OUR LEGAL TERMS

We are MULTI SERVICE S.R.L.S., doing business as SynthoHosting, Syntho.Network, SynthoNetwork, SynthoGuard, Minefence and Multi Service Società a Responsabilità Limitata Semplificata ("SynthoHosting","Company," "we," "us," "our"), a company registered in Italy at Via Isonzo 102, Racale (LE), 73055.

Our VAT number is IT 0516380756.

We operate the website synthohosting.net (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services"). You can contact us by phone at +3909841800706, email at amministrativo@synthohosting.net, or by mail to Via Isonzo 102, Racale (LE), 73055, Italy.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and MULTI SERVICE S.R.L.S., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

We recommend that you print a copy of these Legal Terms for your records.

Paragraph 1 - Terms of Sale

All SynthoHosting customers are required to adhere to the terms of service:

It is the customer's responsibility to stay informed about any future changes to them.

Paragraph 2 - Contract Duration

Customers can terminate SynthoHosting services at any time by informing us through their

client area of the intention to cancel the service.

However, the contract duration is tied to the billing period, and if the customer decides to terminate before, they will lose the remaining days/months/years, and the payment is

non-refundable.

Paragraph 3 - Provider's Responsibility

SynthoHosting assumes no responsibility for any potential damage, whether accidental or

consequential. It is the customer's responsibility to secure the data hosted on SynthoHosting

services in a safe location.

Paragraph 4 - Payments and Invoices

All SynthoHosting services are billed based on the activation dates. Payments are

non-refundable after 74 hours from product activation, and no right of withdrawal can be

claimed considering the terms of service.

Payments can only be made through the following methods: Stripe, Paypal, or Bank Transfer; no

other payment methods are accepted.

Billing occurs only in the following intervals: Monthly, Quarterly, Semi-Annually, Annually,

Biennial, and Triennial.

In case of disputes related to payments or similar issues, SynthoHosting has the right to

suspend and/or terminate the customer's service at any time.

The balance of the SynthoHosting account is not transferable to other customers, regardless of

any relationship.

Paragraph 5 - Renewals

After the service expiration date at SynthoHosting, it is possible to renew the service within 5

days; if payment is not made, the service will be deleted after 7 days.

Paragraph 6 - Termination

To terminate the contract with SynthoHosting, one must access their client area available at my.synthohosting.net and click the cancellation button, specifying the termination date and

reason (optional).

Paragraph 7 - Compensation in Case of Service Disruptions and Compensation Policy

SLA: Monthly Service-level Agreement

VPS Services: 95.00%

Dedicated Servers: 97.95% Protected Transit: 98.95%

Non-Protected Transit: 98.00% All other services: 90.00%

A form will be provided to request compensation if SynthoHosting fails to meet the guaranteed

SLA level. Compensation is solely and exclusively in the form of service extension.

The customer agrees to use all SynthoHosting services at their own risk and also accepts that SynthoHosting will not be liable in any case for any loss of data or other damages caused to the

service offered.

Paragraph 8 - Rights

Any illegal material or material violating the rights of third parties hosted on SynthoHosting

servers is prohibited. SynthoHosting reserves the right to suspend the service at any time.

Paragraph 9 - Customer Information

All customers are required to provide their complete and accurate personal data to

SynthoHosting. Any abuse of invented information will result in the suspension of the account

and related services on it.

In accordance with the Italian Legislative Decree no. 70 of April 9, 2003, MULTI SERVICE S.R.L.S., in the case of incorrect or different information than that found with the payment method used, reserves the right to request a customer's identity document for verification and use third-party

platforms for verification.

SYNTHO
Partita IVA: IT 05316380756
HOSTING Numero REA: LE - 358063

Paragraph 10 - Prohibited Content

(A1) No Use of Illegal, Harmful, or Offensive Content

You may not use, encourage, promote, facilitate, or instruct others to use the Services or our Site for illegal, harmful, fraudulent, violating, or offensive purposes. Nor shall you transmit, store, display, distribute, or otherwise make available any illegal, harmful, fraudulent, violating, or offensive content. Prohibited activities or content include:

Illegal, Harmful, or Fraudulent Activities. Any illegal activity, violation of others' rights, or activities that may be harmful to others, our operations, or reputation, including the dissemination, promotion, or facilitation of child pornography, offering or spreading fraudulent goods, services, schemes or promotions, quick enrichment schemes, Ponzi and pyramid schemes, phishing, or pharming.

Violative Content. Content that violates or infringes upon the intellectual property or proprietary rights of third parties.

Offensive Content. Defamatory, obscene, abusive, invasive of privacy, or otherwise unacceptable content, including content that constitutes child pornography, involves bestiality, or depicts non-consensual sexual acts.

Harmful Content. Content or other computer technologies that can damage, interfere, secretly intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

(A2) Unacceptable Uses

The following uses are prohibited on our servers and cannot be uploaded or executed. They are forbidden because they can have negative effects on server hackers/spammers/criminal activities, etc. Violation will result in immediate suspension of service without notice.

- Nulled Scripts
- Illegal Torrents
- Public/VPN Proxy Servers
- SPAM
- TOR
- Phishing Pages
- Slowloris Scripts
- Source or Target of intentional DoS/DDoS attacks
- Scripts that excessively use CPU, such as Bitcoin mining and/or Runescape bots
- Illegal Distribution of Copyrighted Materials via any P2P
- Hosting and/or Distribution of any kind of child pornography.
- CPU usage exceeding 90% continuously (including dedicated services)



(A3) No Security Violations

You may not use the Services to violate the security or integrity of any network, computer, or communication system, software application, or network or computer device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to explore, scan, or test the vulnerability of a System or violate any security or authentication measures used by a System.

Interception. Monitoring data or traffic on a System without permission.

Forgery of Origin. Forging TCP-IP packet headers, email headers, or any part of a message that describes its origin or path. Legitimate use of aliases and anonymous remailers is not prohibited by this provision.

A4) No Network Abuse

You may not establish network connections with other users, hosts, or networks without permission to communicate with them. Prohibited activities include:

Monitoring or Crawling: Monitoring or crawling a system that compromises or disrupts the system being monitored or crawled.

Denial of Service (DoS): Flooding a target with communication requests in a way that the target cannot respond to legitimate traffic or responds so slowly as to be ineffective.

Intentional Interference: Intervening in the proper functioning of a system, including any deliberate attempt to overload a system through mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services: Running network services such as open proxies, open mail relays, or open recursive domain name servers.

Evasion of System Restrictions: Using manual or electronic means to bypass any usage limitations imposed on a system, such as access and storage restrictions.

(A5) No Email or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass emails, promotions, advertisements, or solicitations (such as "spam"), including commercial advertising and informational announcements. You will not alter or obscure email headers or assume the identity of a sender without the explicit permission of the sender. You will not collect responses to messages sent by another Internet service provider if such messages violate this policy or the acceptable use policy of that provider.

(A6) Our Monitoring and Policy Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this policy or misuse of the services or our site. We may:

Investigate violations of this policy or misuse of the services or our site.

Remove, disable access to, or modify any content or resource that violates this policy or any other agreement we have with you for the use of the services or our site.

Download/analyze/verify and share the files that have caused/triggered the violation.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other relevant third parties. Our reports may include the disclosure of relevant customer information. Additionally, we may collaborate with appropriate law enforcement agencies, regulators, or other relevant third parties to assist in the investigation and prosecution of illegal conduct by providing network and system information related to alleged violations of this policy.

Suspend service without notice. Reporting Violations of this Policy

If you are aware of any violation of this policy, you will immediately inform us and provide assistance, as required, to stop or remedy the violation. To report any violation of this policy, follow our abuse reporting process.

Paragraph 11 - Fair Usage Policy

As indicated during the pre-purchase phase or on any page of our website, bandwidth is fair use, meaning it is used correctly. Once the 5TB/month threshold is exceeded, the customer will be contacted to make arrangements for future bandwidth usage (a quote with BMG will be provided).

Paragraph 12 - DDoS Protection

The DDoS protection provided by SynthoHosting has been tested and has a nominal protection of up to 88 Tb/s. We guarantee protection up to 4 Tb/s.