Agreement FASTPANEL for paid administration and prepaid services

1. TERMS AND DEFINITIONS

1.1 The words and expressions used in this Agreement have the following meaning: meanings, unless otherwise expressly stated below:

a) Agreement means the text of this document, published in the distribution of the Products, as well as on the Site at:

http://fastpanel.direct together with all its appendices, amendments, additions and Mandatory documents.

b) Contractor - means the organization (PAGM OU) that provides the Paid Administration service.

c) Paid administration - a set of measures with the direct participation of a technical support employee, aimed at ensuring uninterrupted, safe and efficient operation of server equipment and software that goes beyond the limits of standard free administration.

d) Paid ticket - a service that allows the user to receive professional technical assistance on issues related to server administration and the use of the control panel within the Paid Administration.

e) Server Help Package - includes a certain number of tickets that users can use to receive professional help within the paid administration.

f) An order means the provision of information about the requested Products by the User to the Contractor, the selection of the terms of the service and the performance of other actions specified on the relevant page of the Contractor's Website or through the functionality of the Products required to provide the Service .

g) User - a person who has entered into an Agreement with the Contractor in his/her own interests, benefits or for the benefit of other persons in accordance with applicable law and the Agreement.

h) Website means the automated information system accessible at http://fastpanel.direct (including subdomains)

i) Products means software and/or databases owned by the Contractor, representing a platform for managing the functionality of servers and websites (hosting control panel).

j) Server means the User's server, which includes the User's server equipment (local server) and a virtual or dedicated server provided to the User under the relevant agreement.

k) Personal account – a personal section of the Site, which the User gets access to after registration and/or logging into the system. The Personal account is intended for storing the User's personal information, for placing Orders, for viewing Statistical information about registered Orders, the current state of the Statistics data and for receiving notifications.

l) Personal account – information on credited and debited funds as payment for services under the specified Orders. The User receives access to the Personal Account through the Personal Account.

m) Prepaid Services – any services provided on a prepaid basis, including, but not limited to, products, licenses and services provided under the affiliate program, as well as other services specified in the Agreement.

n) Extended License: A type of license providing advanced features, including priority technical support and access to additional tools and integrations.

o) Service-Level Agreement (SLA): A formal agreement defining the level of service provided, including response times, resolution times, and service availability.

p) SSL Certificates: Digital certificates issued by the Contractor to encrypt data transfers and enhance website security. SSL Certificates are offered as a prepaid service and subject to the terms outlined in this Agreement.

q) Storage Space: Additional server storage provided by the Contractor on a prepaid basis. Storage Space plans are subject to renewal and usage limitations as defined in the Customer's selected service plan.

2. AGREEMENTS

2.1. Conclusion of this Agreement on the terms and conditions provided for in this Agreement. The User undertakes: sufficient to perform any of the actions specified below:

- reproduction (installation) of Products on the Server;

- launching Products on the Server;

- use of the Products in any way.

2.3. In the event of purchasing a License for a paid version of the Product and/or tickets for paid server administration, this Agreement shall be deemed concluded from the moment of payment in accordance with the selected License Plan.

2.4. The above actions confirm the User's unconditional consent to the User's acceptance of the terms and conditions set forth in this document and create an agreement between the User and the Contractor governing the relations of the Parties regarding the use of the Products.

2.5. A mandatory condition for the conclusion and execution of the Agreement is the unconditional acceptance and compliance by the User with the requirements and provisions adopted in relation to the Parties, stipulated by the following ("Mandatory Documents"):

2.5.1. Privacy Policy , available at https://fastpanel.direct/assets/docs/privacy_policy_en.pdf , which sets out the terms of provision and use of personal information, including the User's personal data.

2.6. The Contractor reserves the right to change the terms of the Agreement at any time at its sole discretion. The Contractor notifies the User of changes by posting on the Contractor's Website.

2.7. In the event of changes to the Agreement, such changes shall enter into force upon notification of the User, unless otherwise provided by the Agreement or specified additionally in such notification. Changes to this Agreement shall not have retroactive effect.

2.8. The Contractor approves, amends and supplements the Mandatory Document for the Party, provided for by the Agreement, at its own discretion and notifies the User in accordance with the established procedure. with the procedure for notifying the User about changes in the Agreement.

2.9. Server administration is carried out on branches of Linux OS Debian, Ubuntu, CentOS, Alma, Rocky, which are supported by the developer (Windows OS is not supported)

3. LICENSE

There is no mention of a license in this version of the offer.

4. SERVICE-LEVEL AGREEMENT (SLA)

4.1. The Contractor agrees to provide technical support services within the following parameters:
- Response Time: Initial responses to Paid Ticket requests will be provided within 24 hours during business hours (Monday to Friday, 9 AM to 5 PM UTC).

- Resolution Time: The Contractor will endeavor to resolve issues within five (5) business days, depending on the complexity of the request.

4.2. The SLA does not apply to:

- Issues caused by third-party software or services unrelated to the Contractor's Products.

- Delays caused by the Customer's failure to provide necessary access or information.

4.3. The Customer shall not use the Products or Services for any illegal or unauthorized purposes, including but not limited to:

- Attempting to gain unauthorized access to servers, systems, or accounts.

- Engaging in activities that violate applicable laws, including data protection and anti-spam regulations.

- Reselling or transferring services or prepaid tickets to third parties without prior written consent from the Contractor.

Violations of this section may result in the immediate suspension or termination of services without refund and may lead to legal action.

For example:

- Included Services: Assistance with setting up supported software, troubleshooting server configurations, or transferring data and settings transfer from another panel to FASTPANEL.

- Excluded Services: Debugging third-party applications, removing malware, or providing custom software development services.

4.4. The Contractor provides various prepaid services, including but not limited to:

- SSL Certificates for securing websites and encrypting communications. -

Storage Space for extending the Customer's available server storage capacity.

These prepaid services must be purchased in advance and are subject to the terms outlined in this Agreement.

5. RESPONSIBILITY (server administration)

5.1. Customer's responsibility:

5.1.1. The Customer is obliged to provide the Contractor with all necessary information for the provision of services, including:

- Access to systems and data that need to be administered

- Passwords and logins for access to systems

5.1.2. The Customer is obliged to comply with the instructions and recommendations provided by the Contractor after completion of the work.

5.1.3. The Customer is obliged to pay for the Contractor's services in a timely manner in accordance with the terms of the agreement.

5.1.4. The Customer is obliged to assist the Contractor in the provision of services, including:

- Providing the necessary information and documentation

- Providing access to systems and data

- Consulting on system operation issues

5.1.5. The Customer is solely responsible for maintaining the security of their server environment, including implementing adequate protections against unauthorized access and updating credentials regularly. The Contractor shall not be liable for damages arising from breaches caused by the Customer's failure to comply with these obligations.

5.1.6. The Customer is responsible for implementing and maintaining adequate security measures to protect server access, including the use of strong passwords, regular updates to

credentials, and firewalls. The Customer must ensure that all data backups are current and secure. The Contractor shall not be held liable for damages caused by the Customer's failure to comply with these obligations.

5.1.7. The Customer agrees to cooperate with the Contractor during any compliance audits related to the use of services. This includes providing access to systems, relevant documentation, and any necessary information within the requested timeframe. Refusal to cooperate without reasonable justification may result in the suspension or termination of services until compliance is ensured.

The Contractor will ensure the confidentiality of any Customer data accessed during compliance audits. All data will be used solely for verifying compliance and will not be shared with third parties unless required by law.

5.2 Contractor's Responsibilities:

5.2.1. The Contractor undertakes to provide administration services in accordance with the terms and conditions specified in the contract,

- Detailed description of services provided

5.2.2. List of works included in the cost

- Procedure and terms of execution of works

- Providing progress reports

5.2.3. The Contractor is committed to ensuring the confidentiality and security of the Customer's data accessed during service delivery. All data will be stored and handled in compliance with applicable laws and industry best practices to prevent unauthorized access, loss, or misuse.

The Contractor will retain Customer data for a period of thirty (30) days following the termination of this Agreement unless a longer retention period is required by law. Upon written request from the Customer, the Contractor will delete personal data in compliance with applicable legal and regulatory obligations. The Contractor shall not be liable for any loss resulting from data deletion performed at the Customer's request.

The Contractor will notify the Customer of any confirmed data breaches involving the Customer's data within seventy-two (72) hours of becoming aware of the breach. The notification will include details of the breach, measures taken to mitigate risks, and steps the Customer should take to protect their data.

5.2.4 The Contractor is obliged to take measures to ensure the safety of the Customer's data when performing work, including:

 - Backup data

 - Protection from unauthorized access

 - Data recovery in case of failures
 - The Contractor is obliged to promptly inform the Customer about any problems, conditions for the provision of services, as well as any changes in its work that may affect the quality of services.

 5.2.5. List of works performed:

 Help with switching from other control panels :

- Transferring data and settings from another panel to FASTPANEL

 Server management :

- OS update (Debian, Ubuntu)

- Setting up a firewall

- Reset root user password

- Network interface configuration

- Search for reasons for service failure

- Server hardware diagnostics (disks, RAM, temperature)

- Create custom disk layout

- Building RAID arrays

- Checking file systems for errors

 Working with websites :

- Assistance with initial installation of popular CMS (Drupal, Wordpress, Joomla, Opencart, etc.)

- Transferring sites from a third-party server (PHP only)

- Cloning sites within one server

- Deploying sites from archives

- Search for reasons why websites are not working
- Reset CMS Admin Password

- Creating a backup copy of the site

Setting up the environment :

- Installing nodejs, golang, python, ruby for the project

- Help with web server configuration

- Setting up OpenVPN/Wireguard

- Installation of other (non-FASTPANEL) control panels

5.2.6. Works that we do not perform

- Protecting your server/websites from DDoS attacks

- Cleaning websites/servers from malware

- Making changes to the code of sites/projects

- Setting up a fully manual configuration that is not related to the FASTPANEL panel

5.2.7. The Contractor reserves the right to conduct audits to ensure compliance with this Agreement. Audits will be conducted with reasonable prior notice during standard business hours. If violations are discovered, the Contractor may take corrective actions, including suspending or terminating services, as necessary.

5.2.8 The Contractor will retain Customer data for up to thirty (30) days following the termination of this Agreement unless a longer retention period is required by law. If the Customer does not request deletion within this period, the data may be securely deleted by the

Contractor. Upon written request, the Contractor will delete data in compliance with applicable regulations.

6. DELIVERY

6.1. The order of delivery of Products and Licenses depends on type of the Products and applicable License conditions defined by the provisions of this Agreement, Binding documents and the relevant Order.

6.2. Delivery of the Products and granting of the Licenses shall be implemented by Contractor by providing access to the Products via Internet and/or enabling functionality of the Products according to the conditions of purchased License.

6.3. In case the access to the Products failed or relevant functionality of the Products was not enabled, and in other cases of essential defects of the Products that make impossible the use of the Products, User shall within Two (2) business days from the payment of the Order request to repeat the fulfillment of such Order, otherwise the Product and the License to such Product shall be deemed delivered by Contractor and received by User in compliance with this Agreement.

7. LICENSE FEE. PAYMENTS. REPORTS.

7.1. Payments

7.1.1. To access paid support services, you must have an active extended license (link to license offer) or a server help package with available tickets.

7.1.2. The cost of server administration services depends on the selected server assistance package:

- S package - 3 tickets

- M package - 5 tickets

- L package - 10 tickets

The cost of each package can be found in your personal account on the website https://cp.fastpanel.direct/ .

7.1.3. Payments shall be made by transfer to the Contractor's bank account or through the

payment service provider specified on the Contractor's website .

7.1.4 . Payment is considered made:

7.1.4.1. in case of non-cash payments - upon crediting of funds to the Contractor's bank account ;

7 .1.4.2. in relation to payment through a payment service provider specified on the Contractor's Website - when the service provider has notified the Contractor of such payment in full;

7.1.4.3. Funds received from the User are recorded in the Personal Account as a current balance in accordance with the Contractor's data processing equipment , which records the use of the Products and fees for such use.

the Contractor's internal accounting data . The System integrated with the Products to confirm registered and completed Orders and payments for such Orders.

7.1.6. Except as otherwise required by law, all fees for Server Help Packages are non-refundable, even if terminated early before the expiration date. In the event that the Contractor is required to refund all or part of the fees paid by the User, such refund will be made using the payment method and details originally used by the User to make the payment.

7 .1.7 Payment in cryptocurrencies.

Once confirmed, cryptocurrency transactions become permanent and cannot be reversed, changed or cancelled.

For security and abuse prevention purposes, we do not provide refunds for cryptocurrency payments.

8. DISCLAIMER OF WARRANTY AND LIABILITY

8.1. Since the functionality of the Products is constantly supplemented and updated, the form and nature of the Products and services provided on their basis may change from time to time without prior notice to the User. The Contractor has the right, at its sole discretion, to stop (temporarily or permanently) providing or supporting the Products (or any individual parts of the Products) to the Users, as well as to change or revoke the License without prior notice.

8 .2. EXCEPT AS EXPRESSLY STATED HEREIN, CONTRACTOR MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY

OTHER MATERIALS (WHETHER TANGIBLE OR INTANGIBLE) OR SERVICES PROVIDED BELOW.

8 .3. THE PRODUCTS ARE PROVIDED "AS IS". TO THE MAXIMUM EXTENT POSSIBLE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

8 .4. THE CONTRACTOR MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET THE USER'S REQUIREMENTS, THAT THE PRODUCTS WILL WORK IN THE COMBINATION SELECTED FOR USE OR IN CONJUNCTION WITH VARIOUS THIRD PARTY PRODUCTS, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR FREE OF FAILURES, OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED.

8 .5. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, BUSINESS OR REVENUE, LOSS OF USE OR GOODWILL OR OTHER LOST ECONOMIC ADVANTAGE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH THEREOF, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY REQUIREMENT OR ANY OTHER LEGAL THEORY AND EVEN IF CONTRACTOR KNEW, SHOULD HAVE KNOWN OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8 .6. NOTWITHSTANDING ANYTHING TO THE CONTRARY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY THE USER TO THE CONTRACTOR FOR THE PRODUCT THAT GAVE RISE TO SUCH LIABILITIES.

8.7. The User shall be liable for any breach of the obligations provided for in the Agreement and/or applicable law, as well as for all consequences of such breaches (including any damage that may be incurred by the Contractor and other third parties).

8.8. Consumer protection legislation may not be applicable to the relations of the Parties with respect to the License granted free of charge.

8.9. The Contractor shall not be liable for damages or disruptions caused by third-party software, services, or external factors, including cyberattacks or the Customer's failure to implement adequate security measures. The Customer is responsible for ensuring compatibility and compliance when utilizing external tools or integrations.

8.10. The Contractor shall not be liable for failures, disruptions, or security issues related to third-party SSL certificate providers, including but not limited to improper issuance, certificate revocation, or validation errors. SSL Certificates are issued and maintained by third-party certificate authorities, and the Contractor does not control their operational integrity.

8.11. Your files on Storage Spaces are safeguarded with a RAID configuration which can withstand several drive failures. Therefore, there is a relatively small chance of data being lost. Important warning: You, the customer and administrator, are responsible for your data; there is no guarantee from the Contractor about potential data loss. The data is not mirrored onto other servers.

9. FILING CLAIMS, REFUNDS, AND CANCELLATION POLICY

9.1. By ordering the service, the Customer acknowledges that the Contractor is not responsible for any damage that may arise during the work carried out on the server by the Contractor's specialists. Claims regarding completed work must be submitted within three (3) business days from the date of completion or the submission of a report detailing the work performed. Claims must be submitted in writing to support@fastpanel.direct and include a detailed description of the issue or discrepancy.

9.2. The Contractor will review all submitted claims within ten (10) business days and take appropriate measures to resolve the issue or discuss additional actions with the Customer.

9.3. Claims received after the specified period may be rejected, except in cases where the delay was caused by objectively insurmountable circumstances.

9.4. All fees for Server Help Packages are non-refundable, except as required by law. Unused Paid Tickets within a Server Help Package are valid only during the package's validity period and cannot be carried over or refunded. If the Customer cancels the service before using all tickets, no refunds will be issued for the unused tickets.

For example:

- A refund may be granted if the Customer mistakenly purchases a higher-tier Server Help Package and notifies the Contractor within the refund period.

- Refunds will not be issued if the Customer redeems any Paid Tickets included in the package before submitting the refund request.

- Refunds for unused Paid Tickets after termination of the Agreement will only be processed if termination is initiated by the Contractor for reasons unrelated to the Customer's actions.

9.5. Refund requests for prepaid services must be submitted in writing to support@fastpanel.direct within three (3) business days of payment. Refunds will not be granted if the Customer has already accessed or used the service. Approved refunds will be processed using the original payment method within ten (10) business days of approval. SSL Certificates and Storage Space purchases are final and non-refundable once activated, unless required by law. If the Customer requests cancellation before activation, a refund may be issued, provided the request is made within three (3) business days of purchase. Refunds, if applicable, will be processed using the original payment method within ten (10) business days of approval.

9.6. Upon termination of this Agreement, any unused Paid Tickets or Prepaid Services shall be forfeited unless otherwise required by applicable law. If the Contractor terminates the Agreement for reasons unrelated to the Customer's actions, a refund for unused services may be issued. Refunds will be processed using the original payment method within ten (10) business days of approval.

For example:

- A refund may be granted if the Customer accidentally purchases a higher-tier Server Help Package and requests a refund within the specified period.

- Refunds will not be issued if the Customer redeems any Paid Tickets included in the package before submitting the refund request.

10. FORCE MAJEURE

10.1. No Party shall be held liable for failure to perform its obligations under this Agreement if such failure is caused by extraordinary circumstances beyond its reasonable control, including but not limited to natural disasters, acts of war, terrorism, strikes, or governmental actions.

10.2. The affected Party must notify the other Party in writing within ten (10) business days of the occurrence, describing the event, its impact on obligations, and the estimated duration. Obligations will be proportionally extended for the duration of the force majeure event.

10.3. If the force majeure event lasts for more than sixty (60) days, the Parties shall negotiate alternative solutions or amendments to the Agreement. If no resolution is reached within thirty (30) days, either Party may terminate this Agreement by providing written notice. Termination under these circumstances does not absolve either Party of obligations accrued prior to the force majeure event.

11. GOVERNING LAW AND DISPUTES RESOLUTION

11.1. Governing law. This Agreement as well as other relationships between the Parties with respect to this Agreement shall be governed by the current legislation of the Republic of Estonia.

11.2. In case of disputes related to this Agreement and use of the Products the Parties shall take due care and diligence to resolve such disputes with the preliminary complaint procedure.

11.3. The Parties agree to resolve disputes through the following steps:
1. Preliminary Complaint: The Customer must submit a written complaint detailing the issue to the Contractor at support@fastpanel.direct . The Contractor will respond within ten (10) business days.

2. Mediation: If the issue remains unresolved, the Parties may agree to engage a neutral mediator to facilitate resolution.

3. Arbitration: If mediation fails, the dispute will be referred to the court in the jurisdiction where the Contractor is domiciled.

11.3. Arbitration. If the Parties fail to settle the above mentioned disputes or differences through negotiations, any disputes regarding this Agreement, performance thereof, or other relevant relations of the Parties shall be settled by the court in the place where the Contractor is domiciled in accordance with the procedure of such court.

11.4. This Agreement is executed in English, and the English version shall prevail in case of any inconsistencies or disputes arising from translations.

12. FINAL PROVISIONS

12.1. Exchange of documents via fax or email shall be available. Documents that are delivered via fax or email shall be considered valid subject to confirmation of delivery of the message containing them.

12.2. User's actions with respect to use of the Products as well as electronic documents submitted at the Website or through the Products shall be considered done by User to which login and password belong.

12.3. User may not provide his login and password or access to email to the third party and shall be solely responsible for their confidentiality and private use.

12.4. In case of unauthorized access to User's login and password, their loss or loss of their confidentiality, User must promptly notify Contractor by email message from the email registered at the Website.

12.5. In case of loss or unauthorized access to User's email registered at the Website, User , their loss or loss of their confidentiality, User must promptly replace the registered email with the new one and notify Contractor by email message from the new email.

12.6. The Parties may send notices under this Agreement to each other, unless otherwise stipulated by the Agreement: 1) via e-mail a) to the e-mail address of the User specified upon Order registration from the e-mail address of the Contractor indicated in this Agreement, in case the notice is addressed to the User and b) to the email address of the Contractor indicated in this Agreement from the e-mail address of the User specified upon Order registration; 2) via electronic notice for the User in the Personal Area; 3) via fax; 4) via mail with acknowledgement of receipt or via courier service with acknowledgement of delivery.

12.7. By acceptance of this Agreement the User willfully and knowingly, for his own benefit gives written consent for personal data processing in accordance with the Privacy Policy.

12.8. The Contractor has the right to request any additional information such as photocopies of the identification documents or credit cards, it should be necessary to verify the User's identity or to prevent fraud.

12.9. Contractor shall have the right to make public the fact of this Agreement and refer to the User or entity that is represented by the User as a customer of Contractor.

12.10. If any of the clauses or/and conditions of this Agreement is recognized or/and of no juridical power such recognition does not influence the validity of any other clauses and conditions of this Agreement which remain in force.

12.11. Without contravening the terms and conditions of this Agreement the Parties have the right at any time to formalize this Agreement as written document on paper media incorporating the content of the current Agreement between the Parties, the Binding documents stipulated thereby and registered Orders.

12.12. The Parties agree to resolve any disputes related to this Agreement through a preliminary complaint procedure. Complaints must be submitted in writing to the Contractor and will be reviewed within ten (10) business days.

12.13. If a resolution cannot be reached through negotiation, disputes will be referred to the court in the jurisdiction where the Contractor is domiciled. The governing law for this Agreement is the legislation of the Republic of Estonia.

12.14. This Agreement may be terminated by the Contractor with immediate effect if the Customer breaches any critical terms of this Agreement, including but not limited to obligations related to confidentiality, payment, or prohibited uses of the services. Upon termination for breach, any unused Paid Tickets or Prepaid Services shall be forfeited, and no refunds will be issued unless required by law.

12.15. The Customer may terminate this Agreement by providing written notice to the Contractor at least thirty (30) days in advance. Upon termination by the Customer, any unused Paid Tickets or Prepaid Services shall be forfeited, and no refunds will be issued unless required by law.

13. THE CONTRACTOR'S DETAILS

PAGM OU

Registration Number: 14118171, Republic of Estonia

VAT ID: EE101980252

Address: Rakvere tn 6a-3, Jõhvi linn, Jõhvi vald, Ida-Viru maakond, 41532

Email: support@fastpanel.direct

Dated «22» January 2025