

General Terms and Conditions

This English translation is for informational purposes only. In the event of any discrepancy between the Czech and English versions, the Czech version shall prevail.

1. Basic Provisions These General Terms and Conditions govern the rights and obligations between the Operator:

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contact@tamhost.cz

Company ID No.: 17762383

registered in the Trade Register maintained by the Municipality of Ostrava

(hereinafter referred to as the "Operator") and the Customer, being a natural or legal person who enters into an agreement for the provision of services with the Operator

(hereinafter referred to as the "Customer").

1.1. A Customer may be a natural person with legal capacity or a legal person that enters into an Agreement with the Operator. The Agreement is concluded by completing an order for one of the Operator's services at <https://tamhost.cz> and duly paying the amount specified in the Operator's current price list, or by activation of the service where the service is provided free of charge.

1.2. By registering or ordering a service, the Customer agrees to these Terms and Conditions.

1.3. The Customer notes and agrees that he is not entitled to conclude a contract with the Operator and to order the services offered by the Operator on behalf of third parties, unless the third party has given its prior written consent. This written consent may be requested at any time by the Operator and the Customer is obliged to submit it immediately, otherwise the Operator is entitled to cancel the ordered service.

1.4. By ordering the service The Customer expresses his unequivocal agreement and understanding with the Agreement, these Terms and Conditions and all other conditions related to the ordered service as well as the content, specification and price of the ordered service according to the offer of the Operator.

1.5. Both the Customer and the Operator are obliged to comply with the generally applicable legislation, provisions of the Agreement, these Terms and Conditions and other conditions when they are part of the Customer ordered services.

1.6. By entering into the Agreement, the Customer confirms that, before its conclusion, they had an opportunity to become familiar with the functions, parameters and limitations of the ordered service. The mere fact that a service complies with the agreed parameters but does not meet the Customer's subjective expectations does not give rise to a right to a refund of the price paid. This is without prejudice to a consumer's statutory right of withdrawal, rights arising from defective performance or any other rights that cannot be contractually excluded or limited.

1.7. The Customer is fully liable for any damage caused by his actions in breach of these Terms and Conditions and / or the legal order of the Czech Republic to the Operator, to other Customer Services or to other third parties. This responsibility cannot be waived.

1.8. In the event that the Customer violates these Terms and Conditions, the Operator is entitled to suspend its Services. In the event of a particularly serious breach or repeated violation of these Terms and Conditions, the Operator is entitled to cancel the service.

1.9. The suspension of a service shall mean the failure of the service or the avoidance of access to the service. At the same time, the Customer does not have access to any data (files, databases) that belongs to the Service and can only be obtained by extending the Service's validity or by paying the data recovery fee from an advance, only if the data has not been deleted.

1.10. The cancellation of a service shall mean the suspension, termination and deletion of the data of that service.

2. Customer Account

2.1. The Customer creates a Customer Account by entering the required information in the registration form at <https://tamhost.cz>

tamhost.cz and clicking the "Register" button. By clicking this button, the Customer also confirms that the information entered is accurate and truthful. The Customer must update the information in the Customer Account whenever it changes.

2.2. Access to Customer Account is secured by username and password. The Customer is obliged to keep confidentiality regarding the access data to his Customer Account. (This must be stored in such a way that they are not available to other persons and must not allow the use of their Customer Account to other persons.)

2.3. It is strictly forbidden for one natural person to create, own or manage multiple Customer Accounts (so-called multi-accounting). The 'one person - one account' principle applies, which is introduced mainly to prevent abuse of the partner system and other bonus schemes. In case it is established that the Customer infringes this prohibition and uses multiple accounts, the Operator is entitled to block or cancel all accounts concerned without refund.

2.4. If the Customer does not accept or violate its obligations under the Service Contract (including business terms), the Customer Account Operator may cancel the Customer Account.

2.5. The Operator may temporarily restrict the availability of Customer Account, in case of maintenance of hardware or software equipment or in case of suspected fraudulent conduct.

2.6. To maintain a Customer Account, the person registering the Account must have full legal capacity or must be duly authorised to act on behalf of a legal entity. If the person registering the Account does not have full legal capacity, they must have the consent of their legal representative to register and use the services. The Operator may request evidence of such consent at any time. General Terms and Conditions for the Use of the Operator's Hosting Services

3. Definitions

3.1. ADMIN - an administrator, customer support representative or the Operator.

3.2. OWNER - the Customer on whose Customer Account the relevant service is active. The OWNER of a service is the Customer, not the person who paid for the service.

3.3. AUTHORISED PERSON - a person whom the OWNER has permitted to manage or modify the purchased service.

3.4. TECHNICIAN - a person authorised by the Operator to handle technical requests, configure systems and intervene in the Customer's infrastructure or services.

3.5. SFTP - Secure File Transfer Protocol, a network protocol used to transfer files.

3.6. FAILURE - an error in the Operator's technical or software resources that causes complete malfunction or unavailability of services and prevents the Customer from using them in full. Scheduled maintenance is not considered a FAILURE.

3.7. PLAYER / PAYER - a third party who provides a financial contribution through the Operator's system to support a particular game server. If a Game Benefit is specified for a particular offer, it is provided to the PAYER by the Customer. After successful processing of the payment, the corresponding amount of Credits is credited to the Customer.

3.8. VIP SYSTEM - a software interface provided by the Operator that allows the Customer to define virtual packages or Game Benefits and allows PAYERS to make financial contributions to support a server. After successful processing of a payment, Credits are credited to the Customer and a command may be executed automatically on the game server.

3.9. CREDITS - an internal balance in the Operator's system used exclusively to pay for the Operator's services. Credits are not electronic money and cannot be exchanged for money.

4. Service Availability Guarantee, Failures and Downtime

4.1. An operator shall ensure the smooth operation of services, except for the time necessary for the maintenance of the technical and software means through which the services are operated.

4.2. An operator shall be authorised to carry out scheduled system shutdowns for their maintenance and updating.

4.3. An operator shall be entitled to perform unscheduled outages where the situation so requires and to perform them without delay in order to ensure the continued operation of services and servers.

4.4. An operator shall not be liable for malfunctioning or unavailability caused by a third party. The Operator bears no responsibility for the inoperability or inaccessibility of the system, which was caused by a technical or other problem on the part of the subcontractor, a malfunction or a shutdown in the Internet network between Customer and

Operators' servers or force majeure. For the purposes of these conditions, natural events (e.g. fire, flood, earthquake), war, civil unrest, strikes, legislative interventions, epidemics, large-scale power outages (blackouts) or damage to telecommunications infrastructure by third parties that the Operator could not influence even with professional care. The Operator is not responsible for the unavailability of the service in case of malfunction of the Customer's connection to the Internet.

4.5. The Operator is obliged to inform the Customer on its website or on the Discord server as far as possible in advance.

4.6. To the extent permitted by law, the Operator shall not be liable for indirect loss, loss of profit or other costs arising in connection with unavailability of a service caused by circumstances beyond the Operator's control. This is without prejudice to compensation under Articles 15 and 16, a consumer's statutory rights, liability for damage caused intentionally or through gross negligence, or any other claims that cannot be contractually excluded or limited.

4.7. The Operator shall not be liable, due to the nature of the email communication, for the correct delivery of e-mail messages from its servers or to its servers and from / to its network, and shall not be liable for any damage caused by an undelivered or lost e-mail message.

4.8. The Operator is not responsible for the loss or damage of data due to a hardware server or disk array failure (especially hard disk failure).

5. Use of Services

5.1. The game server (HS) is a publicly available service

5.2. The basic HS installation is in accordance with the licence arrangement of the game. Free files are used for basic HS installation.

5.3. All files required for HS operation are available via SFTP (except HS for which this must not be allowed).

5.4. When adjusting the HS settings or modifying the basic HS installation, the responsibility for complying with the license arrangement is transferred to the HS OWNER. Such HS adaptations mean modifications to the HS OWNER or to the ADMIN (according to the HS OWNER requirement).

5.5. ADMIN is not entitled to modify the HS settings or modify them without the consent of the HS OWNER unless it is an error correction in the basic installation, acts performed to avoid overloading or other optimization.

5.6. It is prohibited to change the HS parameters that affect the calculation of service charges or network communications. This means, in particular, an unauthorised change in the number of slots, exceeding the limit of players (including bots and other entities containing slots) in excess of the paid tariff, as well as a change in the assigned IP address or ports.

5.7. It is forbidden to modify and interfere with the HS query protocol. The server must always display real information about the number of slots and players on the server if this server supports the game.

5.8. It is forbidden to make modifications to the HS settings in any way that could cause the hardware server to crash or overload. Any HS operation carried out to overload or drop the server shall also be counted to this offence.

5.9. The use of SFTP HS for the dissemination or storage of non-HS-related data is prohibited.

5.10. Customer may not Services or infrastructure To use the Operator in such a way as to enable the transmission, tunnelling or network communication to third parties (in particular as proxy, VPN, bounce / relax, port-forward, tunnel, reverse proxy, etc.), unless such use is used exclusively for the interconnection and operation of the Customer's own services within the Manager's infrastructure. In particular, the following shall be considered as infringements:

5.10.1. the operation of Bungee Cord / Velocity (or equivalent proxy systems) for external servers or services outside the Operator's infrastructure,

5.10.2. provision of "proxy connection 'or' IP protection" for foreign projects outside the Operator Network,

5.10.3. the provision of access to third parties in order to circumvent the Operator's restrictions, anonymization or routing. In case of suspected use, the Operator shall be entitled to restrict operation, temporarily suspend or terminate the service, even without prior notice, if necessary to protect the infrastructure and other Customers.

5.11. In the event of a breach of some of the preceding points BY THE OWNER or AUTHORISED PERSON, ADMIN is entitled to shut down the HS for a reasonable period of time. The time is chosen by ADMIN at its discretion. OWNER is not entitled to compensation in this case.

5.12. When purchasing and using HS for any game, the Customer undertakes to comply with the licence terms (EULA) and rules of use established by the publisher of the relevant software. The Customer acknowledges that a breach of such third-party licence terms may result in termination of the service. In the case of Minecraft, the

Customer confirms that they have read and agree to Mojang's terms (<https://www.minecraft.net/en-us/eula>).

5.13. The Customer is forbidden to use services for purposes which are contrary to the laws of the Czech Republic or contrary to good manners, sending unsolicited mail etc.

5.14. In the event that the Customer infringes these Terms and Conditions or other arrangements with the Operator, the Operator shall be entitled to withdraw from the Agreement unilaterally and cancel the service provided. In this case, the Customer data will be deleted and stored on a replacement medium. In case the Customer wishes to recover this data, the Operator is entitled to claim payment for this service according to his price list.

5.15. Conditions for providing VPS services

5.15.1. Virtual Private Server ("VPS") is operated on a shared physical infrastructure of the Operator. Processor, network and other technical devices can be shared with other virtual servers within the range specified by these Terms and Conditions and the parameters of the ordered service variant. Processor power

5.15.2. VPS processor devices are provided with an aggregation of 1: 2. This means that no more than two virtual processor devices allocated to individual VPS may be available for one physical processor.

5.15.3. The number in CPU stated for the service does not represent the number of physical processing cores exclusively reserved for the Customer. Processor power is shared and its immediate availability can vary in particular according to the actual utilization of the physical server and other VPS operated on the same infrastructure.

5.15.4. Aggregation 1: 2 does not give the Customer the right to permanently use the entire capacity of the physical processor device or to achieve a specific result in the benchmark or other performance test. Network connectivity

5.15.5. The network connectivity of VPS is provided with an aggregation of 1: 4. The network connection capacity may be shared between up to four VPS.

5.15.6. The network connection speed specified in the menu represents the maximum speed of the network interface VPS, not the minimum or permanently guaranteed transmission speed. The actual speed, response and connection quality may vary in particular according to current utilization of infrastructure, direction and route of communication, distance of the target server and capacity of third party networks or facilities.

5.15.7. An operator may reduce network operation accordingly if necessary to protect infrastructure, mitigate cyber attack, resolve a security incident, prevent congestion or ensure the availability of other customers' services. Other parameters VPS

5.15.8. The capacity of the operating memory, disk space, number in CPU, network connection speed and other parameters of VPS is governed by the service variant specified in the order. If it is not explicitly stated for a specific parameter that it is guaranteed or exclusively reserved, it shall be considered as being provided under shared infrastructure.

5.15.9. An operator is authorised to transfer VPS within the technical maintenance, optimisation or failure management framework to other physical equipment unless this significantly reduces the ordered service parameters. Adequate use of shared funds

5.15.10. A customer shall not impose on VPS in a long-term or extremely long-term manner which unduly limits the performance, stability or availability of other customers' infrastructure or services.

5.15.11. In case of such a load, the Operator is entitled to call on the Customer to correct, recommend a change to the service variant or temporarily limit the use of the devices concerned to the extent necessary. If the immediate protection of the infrastructure or other customers so requires, the Operator may apply the restriction without prior notice.

6. Customer Support and Communication with the Customer

6.1. The scope and conditions for providing customer support are specified in the terms of each service.

6.2. Within the framework of customer support, the Operator provides the Customer with basic information, instructions and advice. If the Customer requests a troubleshooting operator that requires an operator technician to be hit and caused by an error on the Customer's side or due to incorrect use of the Service, the Operator may require the Customer to pay for the technician's intervention according to the current price list.

7. Bonus Programmes and Free Credits

7.1. The Operator may provide customers with free (bonus) Credits under various promotional and loyalty events, such as registration bonuses, rewards for performing specific tasks or winning in the "wheel of luck" (or similar systems) when recharging Credits.

7.2. There is no legal claim to obtain Free Credits. These Credits are not electronic money, they are not convertible for money and they cannot be paid into a bank account.

7.3. The Operator guarantees dedicated performance and infrastructure capacity to primarily paying Customers. For the fulfilment of the available technical capacities, the Operator reserves the right to service which is operated in whole or in part with the help of free Credits, at any time to restrict, suspend or revoke, even without prior notice.

7.4. It is strictly prohibited to abuse bonus programs and actions in any way (e.g. by creating multiple accounts, so-called multi-accounting, making use of system errors or bypassing rules for obtaining rewards).

7.5. In case of detection or even reasonable suspicion of fraudulent conduct, attempt to abuse the bonus system or excessive burden on non-paying users of infrastructure, the Operator shall be entitled to immediately withdraw all bonus Credits and to cancel the Customer Account (including all related services) with immediate effect and without any refund or permanently cancel the Customer Account concerned.

8. Billing and Payments

8.1. The current price list is available on the Operator's website at <https://tamhost.cz>. The Operator announces changes to the price list on the same website in due time.

8.2. Invoices and advance invoices are sent to the Customer by email to the email address stated in the Customer's Customer Account. Accounting documents are not provided in paper form and are available at <https://tamhost.cz/client/invoices>.

8.3. If the Customer does not pay any payment notice by the end of the service's subscription period, the Operator is entitled to suspend the service.

8.4. If the Customer does not pay any invoice until due, the Operator is entitled to suspend the service. The Service which the Operator or Customer has given notice to may be completely cancelled by the Operator immediately after the end of the pre-paid period or after the date of the agreed termination.

8.5. Non-payment of the invoice or advance invoice does not affect the Customer's obligation to pay the amount due for the period during which the service was active. If the service is suspended because of non-payment, the Customer is not charged a fee for the duration of the service, unless otherwise stipulated by contract (e.g. performance reservation).

8.6. Invoices and advance invoices shall be deemed to have been paid if all the following conditions are met: (a) payment is sent to the correct operator's account (b) the exact amount is shown according to the call for payment in the correct currency (c) the correct variable symbol (d) payment is credited to the Operator's account (e) payment is processed by the Operator's payment system (f) if the Customer pays through the payment gate, the payment is processed by the payment gate and credited to the Operator's account by the payment gate

8.7. The Customer is not entitled to withdraw the excess credit from his account.

8.8. Transfers of Credits between Customers

8.8.1. Where permitted by the Operator's system, a Customer may transfer part of their Credit balance to another Customer's Customer Account (a "Credit Transfer").

8.8.2. The Customer making a Credit Transfer is responsible for the accuracy of the recipient details and the amount of Credits transferred and must check these details before confirming the transfer.

8.8.3. Once a Credit Transfer has been successfully completed, the transferred Credits are deducted from the sender's Credit balance and credited to the recipient's Credit balance. The sender is not entitled to demand their return merely because the sender later changes their mind or a private dispute arises between the sender and the recipient. This does not affect the Operator's right to correct an obvious error, technical fault or other exceptional situation under these Terms and Conditions.

8.8.4. The Operator is not a party to any agreement between the sender and recipient on the basis of which a Credit Transfer is made and is not responsible for performance of the obligations agreed between them. A Credit Transfer does not in itself constitute confirmation by the Operator of the existence, validity or performance of such an agreement.

8.8.5. A Credit Transfer may be temporarily suspended, withheld or reversed by the Operator, in particular in the event of: a) a technical system error; b) reasonable suspicion of unauthorised access to a Customer Account; c) reasonable suspicion of fraud, abuse of the bonus system or money laundering; d) a chargeback or reversal of a payment from which the Credits originated; e) a breach of these Terms and Conditions; or f) a request from a payment service provider or public authority, or another situation in which the Operator is required to take corrective action under applicable law or contractual obligations.

8.8.6. If either party claims that a Credit Transfer was connected with fraudulent conduct, the Operator may temporarily restrict use of the disputed amount of Credits until the matter is clarified. At the Operator's request, the persons concerned must provide available supporting information required to assess the matter, including communications between the parties, information about the reason for the transfer and other relevant circumstances.

8.8.7. When assessing a disputed Credit Transfer, the Operator will rely on available and objectively verifiable facts. A statement by one party alone, without further supporting circumstances, does not automatically give rise to a right to reversal of the Credits.

8.8.8. If the Operator determines, on the basis of available evidence and objectively verifiable facts, that a Credit Transfer was made as a result of account misuse, a technical error, fraudulent conduct or another serious breach of these Terms and Conditions, the Operator may reverse the transfer to the extent necessary and deduct the corresponding amount of Credits from the recipient's Credit balance. If the recipient has already used the affected Credits, their Credit balance may become negative.

8.8.9. A private dispute between the sender and recipient concerning the quality, scope or performance of a service, work, digital content or other performance agreed between them is not in itself grounds for reversing a Credit Transfer. This does not affect the Operator's right to intervene where there is reasonable suspicion of fraud or a breach of these Terms and Conditions.

8.8.10. Credits transferred between Customers retain the nature of Credits under these Terms and Conditions; in particular, they are not electronic money, cannot be exchanged for money and may be used only in the manner permitted by these Terms and Conditions.

9. VIP System and Payment Support for Game Servers

9.1. Basic provisions

9.1.1. The VIP System is an additional service of the Operator, which allows the Customer to create financial support offers for his game server and possible Game Benefits and receive payments from Platec via payment interface.

9.1.2. Using the VIP System The Customer confirms that he has become familiar with these Terms and Conditions and is committed to following the rules of the VIP System.

9.1.3. The rights and obligations of the payer shall be governed by separate Payment support conditions for the game servers for the Payers, which the Payers are familiar with before the payment is completed.

9.1.4. The Customer notes that the Operator can make the availability of the VIP System conditional on verification of contact data, game server, domain, web presentation or other data needed to protect Payers and payment system.

9.1.5. The Customer does not have a legal right to access or continue to use the VIP System. An operator may reject an application for activation, or the VIP System may reasonably limit it if the protection of Payers, infrastructure, payment system or compliance with the Operator's legal and contractual obligations so requires.

9.2. Nature of payments and credits

9.2.1. Payments made through the VIP System represent financial contributions to support a particular game server.

9.2.2. The Customer can offer the payer an advantage in connection with the financial contribution. If it is offered, it shall be responsible for its proper, timely and complete provision as described before payment.

9.2.3. The Customer does not receive money through the VIP System. After successful payment processing, the Operator shall credit him with the corresponding amount of internal hosting Credits.

9.2.4. Credits obtained via the VIP System: (a) are exclusively used to pay the Operator's services; (b) are not electronic money; (c) are not convertible back for money; (d) cannot be paid into a bank or other payment account; (e) cannot be transferred outside the Operator's system; (f) cannot be used for the Customer's personal purposes outside the Operator's services.

9.2.5. Credits can only be credited after successful processing and confirmation of payment by the relevant payment system.

9.2.6. For a new or risk account, an operator may reasonably delay crediting or usability of Credits until the completion of the security check.

9.3. Offers and Game Benefits

9.3.1. Customer can via administration Operators create their own server support and Game Benefits offers.

9.3.2. The Customer is responsible for the accuracy, completeness, clarity and safety of all the information contained in the offer.

9.3.3. The tender shall contain in particular: (a) a certain and understandable title, (b) a true description of the offered Game Benefits, (c) the amount and currency, (d) the duration of the benefit, if time is limited, (e) the material restrictions and conditions of use, (f) the server on which the benefit will be applicable.

9.3.4. If the Gaming Advantage is linked to server operation, the Customer must not label it as a lifetime, forever valid, or in a similar way that could give the impression that it will be available regardless of the other server existence. For example, the Customer may indicate that the advantage is valid during the server operation.

9.3.5. If Customer only support without Game Advantage, this fact must be clearly stated before payment.

9.3.6. If a particular Game Advantage is mentioned in the offer, the Customer is not entitled to claim subsequently that it was only a voluntary contribution without the right of the payer to the said performance.

9.3.7. Once the VIP order has been created, the Customer must not change its contents. For each transaction, the Operator may keep an unchanged record of the offer in the form shown by the payer at the time of payment.

9.3.8. The Customer must not promote the Game Advantage through his own website, game server, social networks, communication platforms or any other channel in a way that contradicts or significantly expands the data stored in the VIP System.

9.4. Customer Responsibility for Game Benefits

9.4.1. The provider of Game Benefits is Customer, not Operator.

9.4.2. The Customer is responsible in particular for: (a) the creation and content of the offer, (b) the authorisation to offer the respective Game Advantage, (c) the compliance of the offer with the laws, rules of the game and licensing conditions, (d) the correct and timely disclosure of the benefit, (e) its functionality within the scope agreed with the Platter, (f) the handling of complaints relating to the game content, (g) the truthfulness of the data provided by the Pliers and Operators.

9.4.3. The Customer is obliged to ensure that automatic commands designed to activate Game Benefits are correct, safe and functional.

9.4.4. The Operator is not responsible for the failure or incorrect execution of the command caused by server settings, plugin, modem, server privileges, server availability or other circumstances on the Customer's side.

9.4.5. The Operator shall be responsible for the proper transmission or execution of the order only to the extent that its execution is ensured by the Operator's own technical system.

9.4.6. The Customer is obliged to test the functionality of the configured commands and their results before using the VIP System.

9.5. Identification and contact details

9.5.1. The Customer is obliged to enter true, up-to-date and complete identification and contact details in his Customer Account.

9.5.2. The Customer must have a functional e-mail address that can receive the Platce complaint. This contact can be displayed by Payers in order details or confirmation email.

9.5.3. The Customer is obliged to update contact data, domain, web server and other data relevant to the functioning of the VIP System without undue delay.

9.5.4. An operator may, where justified, require verification of the identity, contact details, ownership or authorisation to use a domain or operate a specific server.

9.5.5. If the Customer does not provide the required data or there are reasonable doubts as to their accuracy, the VIP System Operator may temporarily suspend.

9.6. Use of API and external presentation

9.6.1. If the Operator allows the VIP System to be connected via API, widget or other interface, the Customer may use them only to the extent permitted by the Operator.

9.6.2. API key is bound to a specific Customer Account. The Customer may not make it available to another person or use it for a third-party business, server or service.

9.6.3. The Operator may limit the API key to a specific server, account, domain or group of preauthorised domains.

9.6.4. The Customer is obliged to protect the API key from misuse. If it is suspected of being leaked, it must immediately ask the Operator to invalidate it.

9.6.5. The Customer's external website may display and promote offers, but the final order recap must be read from the data registered by the Operator.

9.6.6. The Customer may not, by means of an API for an individual transaction, overwrite the price, description, content of the offer, server designation or other essential data registered with the Operator unless the Operator expressly permits it.

9.6.7. The Customer must not hide, change or circumvent information, notifications, consent or elements of the Operator's payment interface.

9.6.8. The Customer must not give the impression that the payment takes place for the benefit of a person, server or purpose other than those specified in the Operator's payment interface.

9.7. Authorised and prohibited content

9.7.1. The Customer may not offer, advertise or finance content or activity through the VIP System: (a) contrary to legislation, (b) infringing intellectual property rights, (c) contrary to licensing conditions or the rules of the game publisher, (d) fraudulent, misleading or non-existent, (e) consisting of selling cheats, malicious software or tampering with the game, (f) contrary to phishing, theft of accounts or payment data, (g) related to gambling or betting without the necessary authorisation, (h) representing a false charity collection or other misleading call, (i) contrary to good manners, payment method rules or legitimate requirements of the Operator.

9.7.2. The Operator is entitled to automatically or manually check, hide, suspend or remove the offer.

9.7.3. Customer is required on call The Operator shall explain the purpose of the offer and demonstrate his / her authorisation to provide the relevant content.

9.8. Clam Complaints

9.8.1. Complaints concerning content, activation, functionality or duration Game Benefits are primarily solved by the Customer.

9.8.2. The Customer is obliged to accept the complaint, communicate with Platc and resolve it without undue delay.

9.8.3. Customer is required upon request The Operator shall provide supporting documents showing in particular: (a) the content of the offer, (b) the activation of the Game Benefit, (c) the identification of the player's account, (d) the time and extent of the use of the benefit, (e) the reason for its withdrawal or termination, (f) the communication with Platter, (g) the server rules effective at the time of the order.

9.8.4. If the Customer does not resolve the complaint, react or submit the necessary documentation, the Operator may assess the dispute on the basis of available information.

9.8.5. An operator may, in particular, invite the Customer to deliver or renew the Game Benefits, (b) invite him to another reasonable remedy, (c) temporarily suspend his VIP System, (d) detain or deduct the corresponding amount of Credits, (e) return to the payer the amount paid if the payment method used allows, (f) terminate the Customer's access to the VIP System.

9.8.6. If the Customer requests a voluntary refund to the payer, the Operator will refund if the payment method used technically allows it. The corresponding amount of Credits will be deducted from the Customer.

9.8.7. Some payment methods may not allow reimbursement. The Operator shall inform the Customer accordingly.

9.9. Server rules and player blocking

9.9.1. The Customer can remove the Payer's Game Advantage or block access to the server if the Payer seriously or repeatedly violates pre-available and adequate server rules.

9.9.2. The Customer must not block the Payer arbitrarily or only to avoid providing the Game Advantage.

9.9.3. If a dispute arises, the Customer is obliged to demonstrate the rule which has been broken, the reason for the intervention and proportionality of the measure taken.

9.9.4. The player's legitimate blocking itself may not give rise to a refund. However, each case may be assessed according to specific circumstances, description of the offer, server rules and legislation.

9.10. Chargebacks, refund and fraudulent payments

9.10.1. If the payment is refunded, cancelled, cleared back or marked as fraudulent and the payment method provider deducts the corresponding funds from the Operator, the Operator is entitled to deduct the corresponding amount of Credits from the Customer.

9.10.2. The deduction can be done even if the Customer has already used Credits. As a result, the credit balance may reach a negative value.

9.10.3. The Customer is obliged to settle the negative balance without undue delay, not later than within the time limit specified in the Operator's call.

9.10.4. An operator may suspend the VIP System, limit the Customer Account or suspend the Credits services until the negative balance is settled.

9.10.5. An operator may also deduct a fee that has actually been charged to it by the payment method provider in direct connection with the chargeback or refund, provided that it informs the Customer in advance or that the amount and method of determining the fee are indicated in the price list.

9.10.6. The Customer must not discourage the payer from making any legitimate claims, or mark any claim or chargeback automatically as fraud.

9.10.7. If the Customer is suspected of fraudulent or unauthorised payment, he / she is obliged to contact the Operator without delay and, until the case is clarified, not to disclose or suspend the Game Advantage concerned.

9.11. Security measures and limits

9.11.1. The Operator may specify in particular: (a) the minimum and maximum value of the individual payment, (b) the daily or monthly payment limit, (c) the number of transactions limit, (d) the temporary detention period of the Credits, (e) the limitation of the applicable payment methods, (f) the country, domain, server or account risk.

9.11.2. An operator may temporarily suspend payment or VIP System if: (a) an unusual increase in turnover, (b) an increased number of complaints or chargebacks, (c) suspected of using stolen means of payment, (d) suspected misleading or prohibited offer, (e) misuse of API key, (f) inconsistency between the offer on the Customer's website and the offer in the Operator's system, (g) the requirement of the payment method provider or public authority.

9.11.3. The Customer is obliged to provide the necessary synergies during the verification.

9.11.4. An operator shall not be obliged to disclose details of internal security mechanisms if their effectiveness could be reduced.

9.12. Transaction log

9.12.1. An operator may, for the purpose of confirming an order, dealing with complaints, preventing fraud and fulfilling legal obligations, keep in particular: (a) identification of the offer and its version; (b) name and description of the Game Benefits; (c) price and currency; (d) identification of the server and Customer; (e) time of creation and completion of the order; (f) version of the terms used; (g) source domain; (h) technical and transaction data; (i) information on the activation of the Game Benefit.

9.12.2. The Customer notes that information about the offer can be retained for the transaction even after a later change or removal.

9.12.3. The Customer is obliged to keep the documents necessary to prove the delivery of the Game Advantage at least for the period during which payment can be claimed and for the period necessary to resolve the dispute already initiated.

9.13. Suspension and termination of the VIP System

9.13.1. An operator may suspend or terminate the VIP System of the Customer in particular when: (a) a breach of this Article, (b) the provision of prohibited or misleading content, (c) the failure to resolve claims by Payers, (d) the repeated non-delivery of Game Benefits, (e) the increased occurrence of fraudulent payments or chargebacks, (f) false or untimely identification data, (g) the misuse of API, payment interface or Customer Account, (h) the requirement of a payment service provider, card association or public authority, (i) a reasonable suspicion that the continued operation constitutes a disproportionate legal, financial, security or reputation risk.

9.13.2. If required to protect the Payers or the payment system, the VIP System operator may suspend without prior notice.

9.13.3. (b) the obligation to deal with claims already made;

9.13.4. At the end of server operation, the Customer is obliged to turn off its VIP offers without undue delay and avoid receiving additional payments.

9.14. Injury and synergy

9.14.1. Customer responds Operators for damage caused by breach of obligations under this Article to the extent provided for by law.

9.14.2. Customer is obliged to provide Operators shall have adequate synergies in dealing with complaints, chargebacks, fraudulent payments, requirements of payment methods providers and calls from public authorities.

9.14.3. Customer is obliged Inform the Operator without undue delay of facts which may affect the safety or the legitimacy of the use of the VIP System.

9.14.4. This Article shall be without prejudice to liability: Operators for their own technical errors, incorrect processing

of payment or any other breach of the obligations of the Operator.

9.15. Final rules of the VIP System

9.15.1. The Operator may issue technical documentation, price list, safety limits and other operating rules of the VIP System. These rules are binding on the Customer if he is familiar with them in advance.

9.15.2. Where a provision of this Article is contrary to the specific conditions of the specific payment method, an adjustment corresponding to the rules of the payment method and the legislation shall apply to the extent necessary.

9.15.3. The Operator may technically change, expand, restrict or terminate the VIP System. It shall inform the Customer accordingly of the material change affecting the current use of the system.

9.15.4. Using the VIP System does not remove The Customer is required to assess and perform separately his or her tax, accounting, consumer, licensing or other legal obligations related to the operation of the game server and the provision of Game Benefits.

10. Rights and Obligations of the Operator

10.1. The Operator shall not be liable for infringement of the rights to trade marks, the rights to a trading firm and other rights protected by generally binding legislation, committed by the Customer through use of services.

10.2. The Customer shall be liable for damage caused by the Operators, other customers or third parties as a result of infringements of the laws, regulations or contracts, to the extent provided for by the legislation.

10.3. An operator shall not be liable for indirect damage (in particular loss of profit, loss of opportunity, loss of data caused by the conduct of a customer or third parties) or for damage resulting from circumstances excluding liability. This is without prejudice to the Operator's liability for damage caused intentionally or through gross negligence, nor to the consumer's rights of defective performance within the scope of the legislation.

10.4. The Operator is entitled to change the service parameters and their variants. However, it is obliged to notify these changes in advance to the Customer in the form of information on the Operator's website or in writing on the Customer's email.

11. Rights and Obligations of the Customer

11.1. The Customer undertakes to carry out on his side all measures necessary to prevent abuse of services. The Customer is responsible for the consequences of such abuse if it occurs.

11.2. The Customer is obliged to take all precautions to protect all access data (login name and password) of all Customer management and use services to access the Customer Account. Any damage caused by misuse of the system by a foreign person who uses the correct login name and password to access is the responsibility of the Customer.

11.3. The Customer may voluntarily subscribe to informational and commercial communications (the newsletter), for example by giving optional consent during registration, when completing bonus tasks, or in the customer administration. The Customer may refuse such communications and unsubscribe at any time, free of charge, by clicking the unsubscribe link at the end of each email or by sending a request to the Operator's contact email address (contact@tamhost.cz).

11.4. The Customer is obliged to comply with the generally binding legislation of the Czech Republic and act in accordance with good manners and generally accepted moral and ethical standards. In particular, the Customer must not infringe the legally protected rights of the Operator and of third parties.

11.5. The Customer guarantees the Operator for the accuracy and completeness of the data contained in all forms and other documents. At the same time, the Customer is obliged to update all changes immediately or report them to the Operator. The Operator shall not be liable for any damage caused by the introduction of invalid or non-current data.

12. Exclusion from Operation

12.1. An operator may refuse to provide services to a Customer whose activity is at least partly within one of the following categories or content which it provides, stores, shares or downloads, at least partly falls within one of the following categories: (a) it is contrary to the legal order of the Czech Republic or to the international conventions in force (b) it is contrary to good manners - the violation of copyright, patent, industrial or other similar rights (c) the distribution of unsolicited messages (spam) (d) it directly or indirectly harms any third party's rights (e) the exploitation of infrastructure or technical or software by the Operators or other parties (f) the risk of privacy or security of other systems or persons

12.2. The Operator is entitled to assess whether the specific behaviour of the Customer constitutes a breach of these conditions. This assessment shall be based on objective circumstances, available information and the purpose of protecting infrastructure, other customers and third party rights.

12.3. The Customer is not entitled to store or share programs or data (files) that he / she is not the author of and does not have the written consent of their author or the owner of the rights to them. An operator shall be entitled to request a written confirmation from the Customer that it is entitled to do so in case of suspected infringement of this prohibition. The Customer is obliged to deliver this confirmation to the Operator without undue delay. If the Customer does not deliver this confirmation, the Operator is entitled to limit, suspend or delete the disputed data (files).

12.4. The Operator is entitled to examine the Customer's data (files) if it suspects that the data (files) are in conflict with these conditions.

12.5. The Customer is responsible for any damage caused by the Operator, its other Customers or third parties.

12.6. The Operator is entitled to limit the operation of the service if the Customer uses inappropriate software or is not appropriately set up for their operation.

12.7. The Operator is entitled in case of repeated violations of the laws of the Czech Republic with immediate effect to terminate the operation of all customer services and block access to the administration of his account until the end of the investigation of the Police of the Czech Republic or another authority of state to do so justified.

13. Information Security and Personal Data Protection

13.1. Both the Operator and the Customer undertake to remain confidential about the facts which they have learned from each other in connection with the establishment and operation of services.

13.2. The protection of information shall not apply to cases where the Operator has an information obligation laid down by law or where the information is requested by the State authorities authorised by law or is information which is publicly available.

13.3. The Operator shall process the Customer's personal data in accordance with Regulation (EU) 2016 / 679 (GDPR) and related legislation. Detailed information on the processing of personal data is provided in the Privacy Policy document available on the Operator's website.

13.4. An operator undertakes to ensure the protection of personal data against unauthorised or accidental access, to prevent their change, loss or destruction, unauthorised transmission or other unauthorised processing, as well as any other misuse.

13.5. Details of personal data processing, retention periods, data recipients, and the Customer's rights are set out in the Privacy Policy available at <https://tamhost.cz/assets/documents/gdpr.pdf>.

14. Duration and Termination of the Agreement

14.1. The duration of the agreement and its termination shall be governed by the terms and conditions of the specific services.

14.2. When the service is terminated, it does not disappear. The Customer is required to pay unpaid invoices and advance invoices, except for advance invoices for a subscription period that did not occur.

14.3. The service can be cancelled at any time by customer administration. The service is terminated with immediate effect, or another Customer selected moment (e.g. end of subscription period). In the event of immediate cancellation of the service, the Customer shall not be entitled to refund a proportion of the fee already paid for the outstanding period in the case of monthly or longer invoicing, unless it is a cancellation due to a defect on the part of the Operator. For a credit system, accounting shall be stopped at the time of cancellation of the service.

15. Service Complaints

15.1. In case the Customer considers that the services provided do not comply with the terms and conditions in their scope, quality or price and therefore show defects, the Customer is entitled to apply the applicable liability rights to the Operator in writing by means of a ticket system.

15.2. When making a complaint, the Customer is obliged to properly justify his claim and demonstrate its legitimacy. At the same time it is required to submit to the Operator proof of the service provided - copy of order, invoice etc.

15.3. The Customer is obliged to report the incorrect functionality of the service immediately and without delay. If they do not do so, as a period of unavailability or limited functionality of the service will start with the date of reporting the complaint to the Operator via the ticket system.

15.4. The Operator undertakes to start dealing with the problem within 5 working days of receipt of the complaint and

inform the Customer about the course of the solution. The complaint shall be settled within a reasonable period of time, taking into account the nature of the service and the complexity of the defect, but not later than within the time limit laid down by law, if applicable.

15.5. In other cases, the exercise of the right of liability for defects and the handling of the claim is governed in particular by the Civil Code and consumer protection legislation.

15.6. If there is a failure on the part of the Operator and it is not caused by a third party (e.g. natural disaster, DDoS attacks, non-functionality of third party servers dependent on the operation of the HS), the Operator is obliged to make compensation for the period of unavailability or limited availability of the service. The refund is in the form of credits added to the Customer Account of the Customer and the HS OWNER at a minimum of 1 extra day depending on the duration of the limited service functionality.

16. Entitlement to a Refund

16.1. If the Customer is a consumer and requests the initiation of the provision of a service or the making available of digital content before the expiry of the statutory withdrawal period, the Operator shall, before completing the order, request his express consent to start the performance before the expiry of that period and confirm that it takes note of the relevant consequences for the right of withdrawal. This approval must be given by the active action of the Customer, in particular by checking the separate and not pre-checked field in the order. The right of the Customer to withdraw from the contract shall cease only to the extent and under the conditions laid down by the law. This is without prejudice to the rights of the Customer from defective or undelivered transactions.

16.2. This provision applies to services provided by the Customer Operator, in particular gaming hosting and charging Credits in the Customer Account. The rights of the payer when paying through the VIP System are governed by the separate Payment Support Terms of the game servers for the Payer.

16.3. Contractual Availability Guarantee - In addition to the Customer's statutory rights arising from defective performance, the Operator provides the following contractual guarantee: if a service is completely technically unavailable for more than 72 consecutive hours and the unavailability is demonstrably caused by a hardware or software failure directly managed by the Operator that the Operator has been unable to remedy, the Customer is entitled to a proportional refund corresponding to the period of complete unavailability. This contractual guarantee does not limit a consumer's statutory rights arising from defective performance or any other claims that cannot be contractually excluded or limited.

16.4. Exclusions from the Contractual Guarantee - The entitlement under the contractual guarantee in Article 16.3 does not arise if the unavailability or restricted functionality of the service was caused by circumstances that the Operator could not directly influence. This is without prejudice to a consumer's statutory rights or any liability that cannot be excluded or limited by law. Such circumstances include in particular:

16.4.1. Third party cyber attacks (e.g. DDoS attacks, DoS attacks, hacking attacks) Operator or directly to Customer service.

16.4.2. Connectivity shortages on the route between Customer and Datacenter (ISP problems, transit networks).

16.4.3. Force majeure, events that cannot be predicted or influenced (particularly natural disasters such as fire, flood or earthquake; Furthermore, war, strikes, legislative interventions, epidemics, long-term power outages beyond the backup systems of the datacenter or damage to telecommunications infrastructure by third parties).

16.5. The errors caused by the Customer's right to refund do not arise in cases where the Customer causes problems himself. In particular:

16.5.1. Incorrect server settings by Customer.

16.5.2. Installation of incompatible, outdated or incorrect accessories (plugins, modes) that cause server crashes.

16.5.3. Excessive server load that does not correspond to purchased power (e.g. extreme amount of entities or players above limit).

16.5.4. Ban or blocking the service due to a breach of these conditions.

17. Dispute Resolution

17.1. If a consumer dispute arising from a purchase agreement or an agreement for the provision of services occurs between us and a consumer and cannot be resolved by mutual agreement, the consumer may submit an application for out-of-court resolution to the competent entity: Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Gorazdova 1969/24, 120 00 Prague 2, email: adr@coi.gov.cz, website: coi.gov.cz/informace-o-adr/.

18. Prices

18.1. Unless otherwise stated for the relevant price, displayed prices are given in CZK (Czech koruna), or at the ratio shown at <https://tamhost.cz/client/billing/wallet>, and in EUR in the Conversion Rates table.

18.2. Any Payment of credits to a bank account of any type is not possible.

19. AI Assistant

19.1. Definition of the Service - AI Assistant is an optional supplementary feature of the customer administration interface that enables the Customer to use an artificial intelligence system operated by an independent third-party provider (the "AI Provider"). The Operator neither operates nor develops the artificial intelligence model used, does not control the model's internal process for generating outputs and is not authorised to provide any guarantees on behalf of the AI Provider concerning its operation. Use of AI Assistant is not a condition for using the Operator's other services.

19.2. Nature of Outputs - Outputs from AI Assistant are generated automatically and may be inaccurate, incomplete, outdated, misleading, technically incorrect or unsuitable for the Customer's intended purpose. The Operator does not guarantee the accuracy, completeness, originality, security or usability of outputs and does not guarantee that use of AI Assistant will achieve any particular result. Outputs from AI Assistant do not constitute legal, tax, accounting, security or other professional advice.

19.3. Scope of Access to the Server - Acting only within the current permissions of the logged-in user, AI Assistant may obtain information about the relevant server, read and search selected files and logs, display operational and configuration data and propose or perform operations on the service. Such operations may include modifying files and configuration, sending commands to the console, working with backups, databases, network ports and startup variables, and controlling the server state. AI Assistant is not authorised to exceed the permissions held by the relevant user in the customer administration interface.

19.4. Approval of Operations - Where a particular operation requires confirmation, it will be performed only after approval by the Customer or another authorised user. By approving an operation, the user confirms that they have reviewed the description of the intended operation, understand its possible consequences and request that it be performed. Approval does not release the Operator from liability where, as a result of the Operator's own technical error, an operation other than the operation presented for approval is performed.

19.5. Automatic Approval - The Customer may voluntarily enable an automatic approval mode identified in the administration interface, in particular, as "YOLO" mode. By enabling this mode, the Customer expressly requests AI Assistant to perform, without separate confirmation in each case, operations for which the logged-in user has permission. These operations may include modifying or deleting files, changing configuration, sending commands to the console, working with backups or controlling the server state. The setting may remain active for new conversations until disabled by the user. The Customer is responsible for the decision to enable this mode and for ensuring that only trusted persons can enable it.

19.6. Customer Obligations - Before using an output or carrying out a material operation, the Customer must assess its accuracy, suitability and possible consequences. Before an operation that may affect service availability, configuration or stored data, the Customer must ensure that a current and usable backup exists where the nature of the service permits this. The Customer must also use accounts and roles with the minimum permissions necessary for the requested activity.

19.7. Data Disclosed to the AI Provider - For the purpose of processing a request, the AI Provider may receive, in particular, the Customer's instructions and messages, the necessary part of the preceding conversation, technical information about the service and the content or metadata of files, logs, configurations and tool results requested by AI Assistant within the user's permissions. The current AI Provider is disclosed to the Customer in the customer administration interface. Details concerning the scope, purposes and recipients of processing, retention periods and any transfer of personal data outside the European Economic Area are set out in the Privacy Policy. Where sharing of inputs and outputs with OpenAI is enabled for an OpenAI project used by AI Assistant, OpenAI may use data submitted after that setting was enabled to develop and improve its services, including to improve and train models. Personal data may be disclosed for this additional purpose only on the basis of valid consent from the data subject. If such consent is not available, a project without active data sharing must be used or the data must be anonymised before submission so that it is no longer personal data.

19.8. Personal, Confidential and Access Data - The Customer must not disclose personal data, special categories of personal data, access credentials, private keys, API keys or other confidential information through AI Assistant unless this is necessary for the requested operation and the Customer has an appropriate legal basis and authorisation for the processing. The Customer is responsible for the lawfulness of the instructions and data that they enter into AI Assistant or request AI Assistant to retrieve, particularly where such data concerns players, team

members or other third parties. This does not affect the Operator's own obligations when processing personal data.

19.9. Prohibited Use - AI Assistant must not be used for unlawful activity, unauthorised interference with third-party systems or data, circumvention of security measures, distribution of malicious code, infringement of intellectual property rights or any other activity contrary to these Terms and Conditions or the applicable AI Provider's terms. The Operator may restrict or suspend access to AI Assistant where necessary for security, legal or operational reasons or where misuse is suspected.

19.10. Availability and Changes to the Service - The Operator does not guarantee uninterrupted availability of AI Assistant or the availability of a particular AI Provider, model, feature or usage limit. The Operator may change, restrict, temporarily suspend or discontinue AI Assistant, an individual AI Provider or a particular model. If a change materially affects the processing of personal data or the Customer's rights and obligations, the Customer will be informed in advance in the manner required by these Terms and Conditions and applicable law.

19.11. Liability for AI Outputs and Operations - To the extent permitted by law, the Operator shall not be liable for loss or damage arising from an inaccurate, incomplete, misleading or otherwise defective output of the AI Provider, the Customer's reliance on such an output, an incorrect instruction from the Customer, use of an output contrary to its nature, an operation approved by the Customer, or an operation automatically performed under a voluntarily enabled automatic approval mode. To the extent permitted by law, the Operator shall also not be liable for acts, omissions, unavailability or changes to the AI Provider's services that were not caused by the Operator and that the Operator could not have prevented even by exercising reasonable professional care.

19.12. Limits of the Exclusion of Liability - Article 19.11 does not apply to the extent that the Operator's liability cannot be excluded or limited by law. In particular, it does not affect the Operator's liability for loss or damage caused intentionally or through gross negligence, for the Operator's own technical or security failures, or a consumer's statutory rights arising from defective performance.

20. Final Provisions

All arrangements between the Operator and the Customer are governed by the valid and effective laws of the Czech Republic. The Operator may amend these Terms and Conditions to a reasonable extent, in particular due to changes in legislation, the services provided, technical or security requirements, subcontractor terms or the costs of providing services. The Operator will inform the Customer by email or through the customer administration interface of any material amendment that may adversely affect the Customer's rights or obligations at least 14 days before it takes effect. The Customer may reject the amendment and terminate the affected Agreement without penalty as of the effective date of the amendment. Corrections of errors and amendments that do not adversely affect the Customer's rights may take effect upon publication without separate notice. Where an immediate amendment is required by law or for an urgent security reason, it may take effect immediately and the Operator will inform the Customer without undue delay.

These Terms and Conditions take effect on 9 August 2026.