

## PUBLIC OFFER

*THIS TEXT HAS BEEN DRAFTED IN ACCORDANCE WITH CLAUSE 2 OF ARTICLE 437 OF THE CIVIL CODE OF THE RUSSIAN FEDERATION AND CONSTITUTES A PUBLIC OFFER CONTAINING ALL ESSENTIAL TERMS OF A CONTRACT FOR THE PROVISION OF SERVICES FOR CONSIDERATION. PLEASE READ THE TERMS OF THIS OFFER CAREFULLY. BY USING THE SERVICE, PLACING AN ORDER, AND PAYING FOR SERVICES, YOU THUS CONFIRM THAT YOU HAVE READ AND AGREE TO ALL TERMS OF THIS OFFER WITHOUT EXCEPTION.*

This Offer (hereinafter referred to as the “Offer”) is addressed to an unlimited number of persons and contains a proposal from Individual Entrepreneur Matvey Vyacheslavovich Koshkin (TIN 541300541971), who provides services under the QWINS Hosting brand, to enter into a contract for the provision of paid services for virtual hosting, virtual servers (VPS, VDS), dedicated servers, as well as other related services on the terms set forth in the Offer, in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation.

In accordance with Article 437 of the Civil Code of the Russian Federation, this offer is deemed accepted from the moment the individual performs the actions provided for in the offer, which signify the individual’s unconditional acceptance of all terms of the offer without any exceptions or limitations, on the terms of adhesion.

The Offer defines the procedure for providing services, pricing and payment terms, rules for using server resources, requirements for using the Personal Account and Telegram bot, data storage procedures, terms of the referral program, rights and obligations of the parties, the procedure for terminating the provision of services, and other legally significant provisions.

Before consenting to the provision of services, Users are required to review its terms and conditions.

### 1. Terms and Definitions

**1.1. Public Offer** – this document, a public offer addressed to all persons wishing to enter into an agreement allowing access to the services under the terms and conditions contained in the Offer, located and available on the Website at: <https://qwins.co/>, and/or the Telegram bot located at: [https://t.me/qwins\\_robot](https://t.me/qwins_robot).

**1.2. Contractor** – Individual Entrepreneur Matvey Vyacheslavovich Koshkin (TIN 541300541971), providing services under the QWINS Hosting brand.

**1.3. User** – a legally capable natural person and/or legal entity, or individual entrepreneur, who enters into the Agreement with the Contractor and uses the Services under the terms of the Offer.

**1.4. The Site** – a website owned by the Contractor, located on the Internet under the domain name (domain, address) – <https://qwins.co/>, as well as the web pages comprising it, intended for posting reference information about the Service, legal documents (the Offer and Privacy Policy, as well as other documents), placing Orders, links (redirects) to the Telegram Bot, and other content.

**1.5. Telegram Bot (Bot)** – the Contractor’s software interface in the Telegram messenger at [https://t.me/qwins\\_robot](https://t.me/qwins_robot), designed to manage services,

placing Orders, topping up the balance, obtaining connection data, interacting with support, as well as for other legally significant actions of the User.

**1.6. Service** – the combination of the Website, Telegram Bot, Personal Account, server control panel, billing system, and related hardware and software resources that enable the provision of Services to the User.

**1.7. Personal Account** – the User’s individual section within the Service (on the Website and/or in the Telegram Bot), containing information about the balance, transaction history, referral credits, ordered services, their validity periods, server parameters, and providing functionality for managing services.

**1.8. Order** – the User’s expression of intent to receive the Service: selection of server type, pricing plan, rental term, confirmation of agreement to the terms of the Offer, and subsequent payment by topping up the balance.

**1.9. Acceptance** – the User’s full and unconditional acceptance of all terms of the Offer. Acceptance is one of the following actions: registration on the Service, use of the Website and (or) the Telegram Bot, placing an Order, topping up the balance, the actual start of using server resources, using the Service to manage services, inviting Referrals to use the Service, as well as any other action indicating acceptance. From the moment the User accepts the Offer, the Agreement under the terms of the Offer is deemed concluded.

**1.10. Service** – the provision to the User of the Contractor’s computing resources and server capacity, including virtual servers (VPS, VDS), dedicated servers, virtual hosting, as well as related services (control panel, DDoS protection, additional IP addresses, and others) under the terms of the selected Plan.

**1.11. Virtual Server (VPS, VDS)** – a server service that provides the User with an isolated virtual environment based on virtualization, with dedicated resources for the processor, RAM, disk space, and network parameters.

**1.12. Dedicated server** – a type of hosting in which the client is provided with an entire separate physical machine; a physical server remotely provided to the User for full control, with dedicated hardware resources.

**1.13. Virtual hosting** – a service that allows the User to rent the necessary resources on a server and host their website, web application, or other online content on them, provided as part of the selected plan.

**1.14. Server control panel** – an interface for managing server settings, the installed operating system, files, domains, databases, and other functions, included as part of certain plans.

**1.15. Balance** – the User’s internal account within the Service, used to pay for

Services.

**1.16. Plan** – a set of Service parameters, including the amount of allocated resources, bandwidth, server location, cost, lease term, availability of additional services, and other conditions. The current list of plans is published on the Service.

**1.17. Location** – the country or data center where the Contractor's equipment is located. The list of available locations may change depending on technical and resource availability.

**1.18. Activated Server** – a server that has been ordered by the User, successfully paid for, automatically installed by the system, and prepared for use.

**1.19. Traffic** – the volume of data transmitted through the server.

**1.20. Service End Date** – the date upon which access to the service ceases.

**1.21. Subscription (Subscription, Subscription Period)** – the procedure agreed upon by the User for the automatic deduction of fees for the next Subscription Period and/or renewal of the Subscription from the Balance until auto-renewal is disabled.

**1.22. Referral Program** – a program under which the User receives a reward as a percentage of payments made by customers they have referred. The terms of the program, including the percentage, accrual periods, and withholding, are determined by the section of the Offer and the information provided in the Service.

**1.23. Referral Reward** – a credit accrued in favor of the User for payments made by their referrals, which is reflected in the User's referral account.

**1.24. Support (technical support)** – assistance provided to the User regarding the functioning of the Services. The level and scope of support may depend on the selected plan.

**1.25. Connection Data** – information automatically provided by the Service upon server activation: IP address, username, password, SSH keys, links to the control panel, and/or other technical details.

**1.26. Payments and Transactions** – any operations related to account top-ups, payments within the Service, and the expenditure of funds for the purchase of Services.

**1.27. Prohibited Activities** – a list of actions prohibited when using the Services: hosting malicious software, participating in botnets, organizing attacks, distributing prohibited information, infringing on the rights of third parties, and performing other actions specified in the relevant section of the Offer.

**1.28. Instructions** – materials posted on the Service that describe the procedures

ordering, activating, configuring, and using the Services.

**1.29. Telegram Account** – the User’s identifier (Telegram ID (username)) used to log in to the Bot and perform legally binding actions under the Agreement.

**1.30. Subscription Period** – the term of the Subscription, equal to a calendar month unless otherwise specified in the Subscription description, calculated from the activation date to the corresponding date of the following month (if there is no such date, then to the last day of the month).

## **2. Use of the Site and Telegram Bot**

### **2.1. Use of the Website**

**2.1.1.** The Website contains general information about the Contractor’s Services, including:

a) a description of virtual hosting, virtual servers (VPS, VDS), dedicated servers, and other services;

b) information about available data center locations and types of equipment;

c) a list of key technical specifications (virtualization, disk usage, DDoS protection, communication channel parameters, and more);

(d) information regarding the composition of rate plans and pricing;

e) links to legal documents, including this Offer and the Privacy Policy;

f) reference materials and instructions (including materials from [wiki.qwins.co/](http://wiki.qwins.co/)) describing the procedure for ordering, activating, and using the Services;

g) an interface for proceeding to place an Order via buttons and links that redirect the User to the Personal Account [at https://my.qwins.co/](https://my.qwins.co/);

h) links to the Contractor’s, used alternatively to manage services and interact with support;

i) contact details, news, and informational sections.

**2.1.2.** Order placement, service management, account top-ups, obtaining connection details, and other legally significant actions are performed in the User’s Personal Account, including (if available):

a) selection of the service type (virtual server, dedicated server, virtual hosting, or other service) and a specific pricing plan;

b) selection of configuration, lease term, location, and additional parameters; c)

placing an Order and completing the purchase;

- d) topping up the balance using any of the available methods;
- e) paying for Services by deducting funds from the Balance;
- f) receiving connection details for the server (IP address, username, password, link to the control panel, and other details);
- g) viewing technical information, logs, statistics, service status, and expiration dates;
- h) managing Service settings (including renewal, ordering additional IP addresses, performing actions via the control panel, and deleting services);
- i) receiving notifications regarding the status of orders and payments;
- k) contacting technical support via the Personal Account interface;
- l) managing the referral program (viewing referrals, accruals, and withdrawing rewards via a ticket).

## **2.2. Using the Telegram bot**

**2.2.1.** In the Bot, the User may, if such actions are available: place Orders for virtual servers (VPS, VDS), dedicated servers, virtual hosting, and other services; select the server location, configuration, pricing plan, rental term, and additional settings; top up their Balance using built-in or external payment methods; pay for Services by debiting funds from their Balance; receive connection details for the server; view active Services; manage Services; and contact technical support via the built-in interface.

**2.2.2.** Access to the Bot's features is granted after authorization via the User's Telegram account. The Telegram ID is used as the User's identifier within the Service. Creating a separate account on the Website is not required, unless otherwise necessary for the Personal Account to function.

**2.2.3.** The General Terms of Service are provided to the User in the Bot prior to payment for the Service and are an integral part of the Order terms.

**2.3.** The User is obligated to ensure the security of their device, login credentials for the Service, and their Telegram account, as well as the confidentiality of the connection details provided for accessing the servers.

All actions performed in the Bot using the User's Telegram account, in the Service, and on servers using the User's credentials are deemed to have been performed by the User themselves, unless proven otherwise by appropriate evidence.

**2.4.** The Provider does not disclose user information to third parties, except as required by law.

**2.5.** A stable Internet connection is required for proper operation.

The Provider shall not be liable for any inability to access the Service due to reasons attributable to the User, the User's internet service provider, the Telegram platform, third-party software, or the actions (or inactions) of third parties.

**2.6.** The Contractor has the right to modify the functionality of the Website and the Bot, perform preventive and emergency maintenance, temporarily suspend access during such maintenance, and implement technical and organizational measures against abuse (including limiting the frequency and volume of requests). Such actions do not constitute a breach of the Contractor's obligations.

### **3. Subject Matter of the Agreement**

**3.1.** The Contractor provides the User with services for the provision of virtual servers (VPS, VDS), dedicated servers, virtual hosting, and other related technical services (hereinafter referred to as the "Services"), and the User pays for and uses the Services under the terms of this Offer and the selected Plan.

**3.2.** The Service is provided within the period selected by the User, that is, within the paid period under the terms of the corresponding Plan.

**3.3.** The specific composition of the Service, the amount of allocated resources, and other technical characteristics are determined by the Plan selected by the User and are communicated to the User on the Service prior to the placement of the Order.

**3.4.** Services are managed in the User's Personal Account at <https://my.qwins.co/> and/or via the Provider's Telegram bot (if the relevant features are available). The User has the right to place Orders, pay for Services by deducting funds from the Balance, receive connection details for servers, renew Services, delete Services, order additional features, and perform other actions specified in the Service interface.

**3.5.** Connection, configuration changes, deletion, and renewal of Services, as well as the receipt of access data, are performed automatically through the Contractor's hardware and software system upon receipt of payment and confirmation of the Order.

**3.6.** For most plans, traffic is provided on a fair-use basis without a fixed limit, unless otherwise expressly stated in the Plan. The Provider reserves the right to apply technical safeguards upon detection of abuse, including excessive network load that threatens the stability of the infrastructure.

**3.6.1.** Certain Plans may impose restrictions (limits) on the volume of resources, traffic, number of connections, data transfer speed, and other parameters of Service usage.

Such restrictions are determined by the terms of the specific Tariff and are communicated to the User prior to placing the Order. Exceeding the established limits may result in the application of technical restrictions or the need to switch to a different Tariff.

**3.7.** With regard to dedicated servers, the provision of Services includes the rental of a physical server and network infrastructure. The User administers the server independently, unless otherwise specified in the Tariff terms.

**3.8.** All Services are provided on a prepaid basis. The activation of the Service (issuance of connection details or automatic server setup) is considered confirmation of the commencement of full Service provision.

**3.9.** When signing up for any service, auto-renewal is enabled for the next identical period under the terms in effect at the time of renewal. The User has the right at any time, including before paying for the order, to disable auto-renewal prior to the next billing date.

If the User has enabled auto-renewal, including by checking a checkbox when placing the Order, or has not disabled auto-renewal when placing the Order, the cost of the Service is automatically debited from the Balance or the linked payment method for the next period of Service provision. The User has the right to disable auto-renewal in the Personal Account at any time prior to the next billing date.

**3.10.** At the end of the paid period, access to the Service is automatically terminated if auto-renewal is not enabled or if there are insufficient funds in the Balance or linked payment method.

User data stored on a server whose access period has expired—including usernames, passwords, keys, files, and other information—is retained for no more than 24 hours after the Service’s term ends, after which it is automatically deleted without the possibility of recovery.

**3.11.** To ensure the stable and secure operation of the Service, the Provider has the right to implement measures to prevent and stop abuse (e.g., limiting speed, the volume of requests, traffic volume, limits on concurrent connections and sessions, CAPTCHA, authentication, and temporary blocking of suspicious traffic). The application of such measures does not constitute the establishment of functional limits on the Service.

**3.12.** The Provider does not guarantee the availability of third-party websites, services, mail ports, anti-fraud systems, game servers, and other resources to which the User connects. Blocking or restrictions imposed by third parties do not constitute grounds for considering the Service as not provided.

**3.13.** The Service is provided to the User “as is,” including the technical and functional characteristics of server hardware, software modules, control panels, and the automatic installation and billing systems.

The User understands and agrees that any of the information listed in this agreement may be absent from the Website and/or the Telegram Bot.

**3.14.** By accessing the Service, the User warrants that they possess all

rights and authority necessary to enter into and perform the Agreement under the terms of the Offer.

The Service Provider has the right at any time to request that the User provide information and documents confirming the rights and authority specified above.

**3.15.** The balance of funds on the Account may not be refunded or withdrawn at the User's initiative, except in cases expressly provided for in this Offer.

**3.16.** If the User needs to increase the channel's bandwidth (expand the bandwidth), including to remove or prevent the application of technical restrictions provided for in this Offer, such as reduced internet speed or traffic volume limits, the User has the right to contact the Contractor with a request for additional bandwidth.

The cost and parameters of the additional bandwidth are determined on a case-by-case basis based on the required volume, traffic characteristics, and available capacity. Additional bandwidth is provided only after the parties have agreed on the terms and the User has paid the full amount due.

**3.17.** Services are activated within the following timeframes:

**3.17.1.** Virtual hosting and virtual servers (VPS and VDS) are activated and become available to the User within 120 seconds of the User's payment confirmation.

**3.17.2.** Dedicated servers are activated and become available to the User within 24 hours of the User's payment confirmation.

The specified timeframes are standard and may be subject to change in the event of circumstances preventing the timely activation of the Service (e.g., technical maintenance, lack of available technical capacity, the need for additional payment verification, or actions required by the User).

**3.17.3.** The Contractor begins performing the actual technical work to prepare the dedicated server for use immediately after payment confirmation. During this period, the Contractor bears the costs of organizing, reserving, and commissioning the equipment, network infrastructure, and related technical resources. These actions constitute the commencement of the performance of obligations under the contract and are included in the cost of the Service.

**3.17.4.** The Contractor shall commence the provision of installation Services (including the installation and provision of equipment and network resources) immediately upon confirmation of payment.

The aforementioned actions are considered rendered services from the moment of their actual performance and are subject to payment regardless of the User's subsequent use of the Service.

The Contractor's expenses incurred during the preparation of the dedicated server constitute actual expenses incurred in the performance of the contract and are subject to deduction if the User cancels the Service in cases where such cancellation is permitted by applicable law.

#### **4. Acceptance of the Offer**

**4.1.** The User's acceptance of the provisions of this Offer is effected by the User's performance of the implied acts specified in Section 4.3 of the Offer (acceptance of the Offer). The User's acceptance of the Offer is voluntary and signifies the User's full and unconditional acceptance of all clauses of the Offer without any exceptions and/or limitations.

**4.2.** Before accepting the Offer, the User must ensure that they understand all clauses of the Offer and accept them unconditionally and in full.

**4.3.** The User's acceptance of the Offer is effected by any of the following actions:

- registration and/or authorization of the User in the Personal Account at <https://qwins.co/> and/or in the Contractor's Telegram bot;

- Top up your balance in your Account or via the Telegram bot;

- Placing an Order for a Service in your Personal Account or via the Telegram bot;

- Paying for the Service by deducting funds from your Balance;

- Enabling auto-renewal and/or consenting to recurring charges for the Subscription;

- receiving connection details for the server;

- actual commencement of Service use (including access to the server, server authentication, use of the control panel, and uploading or storing data on the server);

- inviting Referrals to use the Contractor's Services.

**4.4.** From the moment any action specified in Section 4.3 of the Offer is performed, the Agreement is deemed concluded in electronic form by accession (Articles 428, 434 of the Civil Code of the Russian Federation). The moment of acceptance is the date and time the relevant action is recorded in the Contractor's information systems.

**4.5.** The version of the Offer in effect at the time of acceptance is binding on the User. Changes to the Offer apply to Orders (payments) placed after the publication of the new version. If the User does not agree with the changes, they have the right to cease using the Services and not to place new Orders.

#### **5. Payment for Services**

**5.1.** An Order for Services is placed for the rental period selected by the User (hereinafter the “Subscription Period”). Available payment periods are displayed in the Service prior to placing the Order.

**5.2.** The cost, technical parameters, configuration, data center, location, amount of allocated resources, and/or other plan characteristics are communicated to the User prior to payment and constitute an integral part of the Order terms.

**5.3.** Payment for the Services is made on a 100% prepayment basis by debiting funds from the Balance of the User’s Personal Account. Payments are made exclusively on a voluntary basis by independently replenishing the Balance.

**5.4.** When placing an Order, the User may enable the auto-renewal feature. Auto-renewal means that on the expiration date of the Subscription Period, the System will attempt to charge the cost of the next period to the User’s Balance or linked payment method.

The date of the first charge is determined by the moment the Subscription is activated. Subsequent charges are made on the corresponding calendar date of each month.

**5.5.** Auto-renewal remains active until the User disables it in the Personal Account or until the end of the subscription term if there are insufficient funds in the Balance for automatic deduction.

**5.6.** If there are insufficient funds in the Balance or linked payment method to renew, auto-renewal will not occur, and access to the Service will be terminated at the end of the paid Subscription period.

**5.7.** Changes to the cost of the Services apply to new and subsequent rental periods. The already paid period is not subject to change. The User has the right to disable auto-renewal if they do not agree with the new cost.

**5.8.** Before payment, the User is required to verify the accuracy of the selected parameters: location, configuration, resources, rental term, and whether auto-renewal is enabled or disabled. The Contractor is not liable for the consequences of an incorrect selection.

**5.9.** Payment for Orders is made through the Personal Account at <https://my.qwins.co/> and/or via the Contractor’s Telegram bot, using the available Payment Methods. Information regarding the settlement currency, minimum top-up amount, payment system fees, and possible restrictions is communicated to the User prior to payment.

**5.10.** The Service is considered provided from the moment the data for connecting to the server to use the Services is issued. The data for using (connecting to) the server is available to the User from the moment of payment in the control panel and may also be additionally sent to the User’s email.

**5.11.** If access to the Service is provided prior to the actual receipt of funds in the Balance (technical advance, manual launch, temporary activation),

the User is obligated to pay for the Service in full within the period established by the Provider. Failure to make payment is considered a refusal to pay and entitles the Provider to block the Service and completely delete the User's data.

**5.12.** The service is provided on a 100% prepayment basis. If access is granted prior to receipt of payment, the obligation to pay remains in full.

**5.13.** To ensure the stable operation of the Service, the Provider reserves the right to implement measures to prevent and address abuse, including speed limits, restrictions on the volume of traffic allowed to the server, limits on the number of concurrent connections, CAPTCHA, authentication checks, and blocking of suspicious traffic. The application of such measures does not constitute the establishment of functional limits beyond the terms of the Tariff.

To remove or minimize the restriction measures applied by the Service Provider in accordance with Section 5.13, the User may request an increase in channel bandwidth. The cost and terms for providing additional bandwidth are determined on a case-by-case basis and communicated to the User prior to payment.

**5.14.** At the end of the paid rental period, access to the server is terminated. Data stored on the server is retained for 24 hours after the end of the rental period, unless otherwise specified in the Service. Upon expiration of this period, all data placed by the User on the server is subject to irrevocable deletion without the possibility of recovery.

## **6. Exchange and Return Policy**

**6.1.** The Service is provided under the terms of a subscription agreement: payment is charged for the right to request the provision of services and the maintenance of the Contractor's equipment in a technically operational state during the paid period. The absence of actual use of the server, data storage, or the performance of operations on the server does not constitute grounds for a refund.

**6.2.** For the purpose of resolving individual incidents, the Contractor has the right, but is not obligated, at its discretion, offer the User alternative solutions (for example, migration to a similar server in another location if resources are available, granting a temporary extension of the lease term, or replacing the hardware configuration within technical capabilities), which shall not be deemed an acknowledgment by the Contractor of any obligation to refund.

**6.3.** The User has the right to disable automatic renewal at any time. The disabling takes effect from the next period that has not yet begun and does not entitle the User to a refund for the current paid period.

**6.4.** Refunds are only possible in the following cases:

- an erroneous or duplicate charge;

- a charge the cost the next Subscription period included enabled

automatic renewal, if the new period has not yet begun at the time of the User's request—the refund shall be in the amount of the payment for the period that has not yet begun;

- a refund proportional to the number of unused calendar days of the Subscription Period, calculated from the day following the day the User submits the refund request and ending on the expiration date of the paid Subscription Period;

- other cases expressly specified in the Service (on the Website and/or in the Personal Account) as grounds for a refund, subject to compliance with the conditions set forth in these guidelines.

**6.4.1.** Funds paid for additional services provided on a one-time basis upon connection or during the setup process are non-refundable. Such services include, but are not limited to:

- provision of additional IPv4 addresses;
- backup services;
- software installation and configuration;
- other services, the results of which are considered achieved upon their completion.

Such services are considered to have been properly rendered upon completion of the relevant configuration, provision of the resource, or transfer of access to it.

**6.5.** If it is confirmed that all servers of the selected Plan have been completely unavailable for more than 72 consecutive hours within the paid period for reasons attributable to the Provider, the User is entitled to demand one of the following solutions:

**6.5.1.** a pro-rata refund for the period of complete unavailability;

**6.5.2.** an extension of the Subscription Period for the duration of the documented unavailability.

**6.6.** To submit a request, the User must send the following via their personal account in the "Support" section with the subject "Refund":

- the start and end dates and times of the outage;
- screenshots and/or logs of the downtime;
- confirmation that the settings specified in the instructions have been applied (if applicable);
- information about the device, OS, connection type, and network

The incident is considered confirmed if the user's data matches the Provider's logs.

**6.7.** Refunds or extensions are not provided if the unavailability is caused by:

**6.7.1.** malfunctions and/or limitations on the part of the User's applications or OS (including client applications)

**6.7.2.** a malfunction of the user's device and/or network, or restrictions imposed by the internet service provider, or traffic filtering by third parties;

**6.7.3.** exceeding limits and/or triggering security measures (CAPTCHA, blocking of suspicious traffic);

**6.7.4.** scheduled maintenance by the Contractor;

**6.7.5.** force majeure and/or actions by government authorities, data center failures, blocking of external resources, and third-party anti-fraud filters.

**6.8.** The Contractor has the right to conduct scheduled maintenance at least once a month, which may result in temporary unavailability. Notifications are published in advance and/or, if technically feasible, within the Service. The duration of scheduled maintenance is not counted as an interruption in service provision.

**6.9.** Refunds, if provided for in the Offer, are credited to the User's account balance within the Service.

Refunds may also be issued at the Contractor's discretion to the original payment method (or to the payer's account details if a refund to the original method is not possible) within 14 business days from the date the refund is approved. The Contractor has the right to request supporting information from the User to identify the transaction; any fees charged by banks and payment services will be withheld in accordance with their rules.

**6.10.** Canceling your Subscription (turning off auto-renewal) stops future recurring charges; access remains active until the end of the current paid Subscription period.

**6.11.** Funds for the current Subscription Period are refundable on a pro-rata basis for the unused time, except as expressly provided in this Offer.

**6.12.** No refunds will be issued for the paid Subscription period in the following cases:

**6.12.1.** Blocking of an IP address, server, or network resources occurred as a result of the User's actions, including but not limited to:

- sending spam;
- participation in DDoS attacks;
- violation of the terms of use of third-party services;
- other unlawful activities; if such actions resulted in restrictions imposed by government agencies (including Roskomnadzor) or third parties (including Google, Cloudflare, and other services).

**6.12.2.** The Service was used to set up a VPN or proxy service with simultaneous use by more than two users, unless otherwise expressly provided for in the Rate Plan.

**6.12.3.** The Service was provided under a special, promotional, or individual plan for which a no-refund policy is explicitly stated.

**6.12.4.** The User has violated the terms of the Offer, resulting in the restriction or termination of the Service.

## **7. Rights and Obligations of the Parties**

### **7.1. The Provider undertakes to:**

**7.1.1.** Provide the User with access to the services in the scope and under the terms of the selected Tariff, as posted on the Service prior to payment.

**7.1.2.** Maintain the Service's operability within reasonable limits and take technical and organizational measures to ensure stable and secure operation.

**7.1.3.** Notify the User of scheduled maintenance at least 24 hours in advance by posting a notice on the Service and/or the control panel and/or the Telegram bot, except in cases of emergencies or force majeure.

**7.1.4.** Provide the User with the ability to enable and disable automatic renewal of the Subscription within the Service.

**7.1.5.** To review User inquiries received through the ticket system, Telegram bot, or other official channels within a reasonable timeframe, taking into account the technical and organizational complexity of the issue.

**7.1.6.** Ensure that the User has access to the my.qwins.co control panel to place Orders, pay for services, manage servers, obtain connection data, view billing, and check the status of services.

**7.1.7.** Ensure the storage of User data for the duration of the server lease and delete the data upon expiration of the retention period specified in the Service after the end of the paid period.

### **7.2. The user agrees to:**

**7.2.1.** Pay for Orders at the prices in effect at the time of payment and use the Service within the limits of the paid Plan.

**7.2.2.** When using the Service and receiving Services from the Contractor, comply with the requirements of the legislation of the Russian Federation, the provisions of the Offer, and all other documents regulating the provision of services by the Contractor.

**7.2.3.** Upon the Contractor's request, provide the Contractor with the information and documents necessary to identify the User as a party to the agreement, including when the User sends statements, notices, and other

information.

**7.2.4.** Not to use the Services provided for purposes contrary to applicable law.

**7.2.5.** Independently decide to enter into the Agreement by accepting this Offer; confirm that you possess the necessary rights and authority.

**7.2.6.** Not to take any actions that may result in a disproportionately high load on the Service's infrastructure.

**7.2.7.** Do not interfere with the operation of the Service.

**7.2.8.** Use only legal software and materials, complying with copyright and related laws.

**7.2.9.** To observe the rules of polite communication. In particular, the User undertakes to avoid flooding, profanity, insults, rude communication, misleading statements, deception, slander, and spam when communicating with the Contractor.

**7.2.10.** Do not post, publish, transmit, or distribute knowingly false messages that may be of a criminal nature or cause any harm to the Contractor or its activities.

**7.2.11.** Do not engage in actions aimed at:

- Circumventing the Service's technical restrictions;
- Altering the functioning and operability of the Service;

**7.2.12.** Do not engage in any illegal activities in relation to and/or using the Services provided.

**7.2.13.** Do not use the Service for any unlawful and/or prohibited activities, including (but not limited to): spam, mass mailings, DDoS attacks, port scanning, brute-force attacks, phishing, carding, violations of third-party rights, distribution of prohibited content, or circumvention of third-party service security measures.

**7.2.14.** Please note that the Contractor does not guarantee the functionality of third-party client applications.

**7.2.15.** You are responsible for ensuring the security of your data and creating timely backups, as data is deleted 24 hours after the end of the paid period.

### **7.3. The Provider has the right to:**

**7.3.1.** In the event of a user's violation of the provisions of this agreement, restrict the user's access to the Service, including by blocking access to the Service for the relevant account, IP address, or range of IP addresses, for the purpose of

ensure the secure operation of the Service.

**7.3.2.** Monitor the User's server resource usage (CPU, RAM, disk space, network activity), including automated behavioral analysis methods, to the extent necessary to ensure the security and stability of the infrastructure and prevent abuse.

**7.3.3.** Introduce and/or modify the technical parameters for providing the Service (e.g., the format of information display), by publishing the relevant information on the Service.

**7.3.4.** In the event of non-payment and/or unsuccessful billing for the Subscription, suspend access until payment is received.

**7.3.5.** Change the composition and geographic distribution of servers, as well as load balancing and routing, ensuring the availability of at least one server corresponding to the Subscription level.

**7.3.6.** To suspend or terminate the provision of services to the User, including the removal of hosted services, virtual servers, accounts, and the data contained therein, without prior notice to the User and without providing the opportunity to back up data in the event of:

- a violation of the terms of the Offer;
- a threat to the security of the infrastructure;
- exceeding permissible load limits that disrupt the operations of other data center users;
- misuse of resources or violations of the law.

In such cases, the removal of hosted services, virtual servers, accounts, and the data contained therein shall be carried out immediately upon termination of service provision.

The deletion of services and data in such cases does not constitute a breach of the Contractor's obligations and does not entail any obligation to restore information or compensate for losses.

**7.3.7.** To modify the list of available locations, hardware configurations, and pools, provided this is due to technical feasibility, infrastructure upgrades, or data center operations. Such changes do not constitute a breach of the terms of service provided that at least one server remains operational within the scope of the selected plan.

**7.3.8.** Refuse to provide services upon detection of fraudulent activity, unauthorized use of payment data, attempts to compromise the integrity of the infrastructure, or other unlawful activities.

**7.3.9.** To delete all data and information posted by the User on the server 24 hours after the end of the paid period if payment for the next period has not been received. After the specified period expires, the data is permanently deleted and

cannot be recovered.

## **8. Liability**

**8.1.** The Service, Personal Account, Control Panel, and Services provided (VPS, VDS, dedicated servers, virtual hosting, and other services of the Provider) are provided to the User “as is” (“as is”) and “as available,” in the form and to the extent in which they are actually available at the time of access, subject to the technical and organizational limitations of the data center infrastructure and equipment suppliers.

**8.2.** The Provider shall not be liable for any claims, losses, or other damages incurred by the User or third parties arising from a misunderstanding of the Services’ specifications, an incorrect choice of pricing plan, improper server configuration, misuse of the Services, or failure to follow instructions.

**8.3.** The Contractor shall not be liable for losses (including actual damages, lost profits, and any other losses, including non-pecuniary damages such as harm to honor, dignity, or business reputation) incurred by the User due to poor communication channel quality, technical failures, or the entry of incomplete or erroneous information into the Service.

**8.4.** In the event of non-performance or improper performance of this Agreement by the User, the User shall be liable to the Contractor in accordance with the terms of this Agreement and the laws of the Russian Federation.

**8.5.** The Contractor shall not be liable for any delays in the operation of the Service if such delay is caused by reasons beyond the Contractor’s control, including natural disasters, terrorism, strikes, fires, earthquakes, floods, epidemics, civil unrest, as well as failures in the operation of information sources.

**8.6.** The User confirms the legality of the purposes and content of the rented server, does not use third-party and/or illegally obtained credentials, and does not engage in unlawful activities. The User bears the risks associated with the content of the transmitted data and its compliance with the requirements of third parties.

**8.7.** The Contractor shall not be liable for the consequences of unauthorized use of the Service by third parties who have gained access to the Service through no fault of the Contractor.

**8.8.** Unless otherwise provided in the Offer, the design and structure of the Service are the intellectual property of the Contractor.

**8.9.** The Contractor shall not be liable for delays, interruptions, failures, or outages in the Service caused by circumstances beyond the Contractor’s reasonable control, including but not limited to: natural disasters, man-made accidents, epidemics, civil unrest, strikes, terrorist acts, data center failures, power outages, network operator failures

, and attacks by third parties.

**8.10.** The Contractor does not guarantee the availability of any third-party websites or services, the passing of security checks, or the permanence or immutability of IP addresses in the selected modes; nor does it guarantee that the User will achieve any specific results or level of anonymity.

**8.11.** The User bears the risks associated with the use of their equipment, software, networks, and selected Service parameters, including the risk of losing access to certain resources due to third-party policies and other restrictions.

**8.12.** The Provider shall not be liable for any unlawful actions of the User while using the Service. The Provider reserves the right to unilaterally suspend or terminate the provision of Services to the User if there is suspicion that the User is engaging in unlawful activities, pending clarification of the circumstances.

**8.13.** If the Provider has reason to believe that the User is engaging in illegal or fraudulent activities related to the use of the Service, the Provider has the right to forward the relevant information to law enforcement authorities for investigation.

**8.14.** The Provider does not guarantee and is not liable for:

**8.14.1.** the uninterrupted operation of third-party client applications;

**8.14.2.** passing anti-bot and anti-fraud checks, CAPTCHAs, DPI, filtering, corporate and ISP firewalls, and other third-party restrictions;

**8.14.3.** the stability and consistency of IP addresses, speeds, and routes.

**8.14.4.** the availability of any third-party websites or services, and the results of using the Services to achieve specific objectives (level of anonymity, commercial and operational metrics, and the like).

**8.15.** Services provided by third-party data centers, equipment providers, network operators, and other third parties are provided to the Contractor on an “as is” basis; the Contractor shall not be liable for any failures caused by the actions of such third parties.

**8.16.** To the fullest extent permitted by law, the Contractor’s aggregate liability for any claims is limited to the amount of fees actually paid by the User for the most recent paid rental period. This limitation does not apply in cases of willful misconduct, gross negligence, or harm to life or health.

## **9. Referral Program**

**9.1.** The Referral Program (hereinafter referred to as the “Program”) is a marketing campaign by the Contractor aimed at attracting new users. The Program allows Users to receive affiliate compensation in the form of a percentage of the expenses incurred by referred users (Referrals) for the Contractor’s Services.

**9.2.** By participating in the Program, the User (Partner) confirms that they have full legal capacity and agrees to the terms of this section.

**9.3.** In the Personal Account and/or Telegram bot (if such functionality is available in the Telegram bot), the User is provided with a personal referral link. A new user is considered a Referral if they have registered on the Service for the first time, did not previously have an account, and clicked on the Partner’s referral link.

**9.4.** The affiliate commission is credited upon fulfillment of all conditions:

- The Referral has signed up for and paid for the Service;
- The Referral has activated the Service (the service must have started);
- The payment has not been refunded.

If the Service is paid for but not activated and subsequently canceled, no affiliate commission will be paid.

**9.5.** The affiliate commission amounts to 5% of the Referral’s expenses for the Contractor’s Services throughout the entire period of their use. The Contractor has the right to set a higher percentage on an individual basis.

**9.6.** The affiliate commission is calculated monthly, between the 1st and 3rd of the month, for the previous billing period. The specific calculation date may be set by the Contractor.

**9.7.** If the Referral was granted a refund after the service was activated, the accrued affiliate commission is subject to cancellation or write-off (reset to zero), regardless of whether it was reflected in the Partner’s affiliate account.

**9.8.** The affiliate commission is credited to the affiliate account or another account of the User in the Personal Account. The Contractor’s financial obligations to the Partner do not arise until the funds are withdrawn.

**9.9.** Withdrawal of the affiliate commission is carried out through the request system. The withdrawal timeframe depends on the payment providers handling the funds. As a rule, withdrawal is processed within 24–48 hours.

The service provider reserves the right to request supporting documentation for identification and transaction verification.

**9.10.** Self-referrals, multiple accounts, inviting bots, secretly controlled accounts, the use of emulators and anonymization tools to circumvent restrictions, and any other abuse of the Program’s mechanisms are prohibited.

**9.11.** The Contractor has the right to verify the uniqueness and authenticity of Referrals based on technical parameters (including IP, subnets, and Telegram account data), as well as to cancel accruals, deduct rewards, and block accounts upon detection of violations of the Program's terms.

**9.12.** Records of Referrals, accruals, and transactions (logs from the Personal Account, Telegram bot, and billing system) are recognized by the Parties as reliable evidence.

**9.13.** The affiliate commission does not reduce, replace, or affect the User's rights regarding paid Services. The referral program is promotional in nature and is not part of the Contractor's rates or Services.

**9.14.** The program does not regulate or replace separate affiliate programs with different terms or separate bots. Such relationships are formalized by separate contractual documents.

## **10. Provisions on Recurring Payments**

*This section of the Offer regarding recurring payments applies exclusively in cases where the User has independently enabled the recurring payment feature (automatic debits from a bank card) within the Service.*

*If recurring payments are not enabled, payment for the Services is made by debiting funds from the User's Balance in accordance with the procedure established by the Offer.*

### **10.1. Definitions:**

**10.1.1. Recurring Payments** – a service for making regular (recurring) automatic debits of funds from the User's bank card account in favor of the Service Provider under an agreement concluded on the terms of the Offer, based on the User's consent (acceptance) given by the User in the manner provided for in the Offer, carried out on a regular basis over a specified period of time.

**10.1.2. Bank or Issuing Bank** – a credit institution that issues bank cards within the territory of the Russian Federation in accordance with the laws of the Russian Federation and based on agreements with the Bank's clients.

**10.1.3. User's Bank Card** – the User's bank card issued by the Bank, which serves as a non-cash payment instrument intended for the User to conduct transactions with funds held by the Bank in the User's bank account at the Bank or with funds provided by the Bank as a loan to the customer in accordance with the laws of the Russian Federation, as well as the bank account agreement, or within the established limit, in accordance with the terms of the loan agreement between the Bank and the client, provided that such a debit or credit card may be

used to pay for the Service Agreement.

**10.2.** By enabling Recurring Payments, the User confirms that they are the lawful owner (holder) of the bank card, that they are entering its details into the Service correctly and knowingly, that they have verified the accuracy of the entered data, and that they consent to the debiting of funds in accordance with the terms of the Offer.

**10.3.** "Recurring Payments" allow the User to pay for services under the Agreement in accordance with the terms of the Offer by automatically debiting funds from the User's bank card in the amount specified in the Tariff.

**10.4.** After enabling "Recurring Payments," funds will be regularly debited from the User's bank card in the amounts necessary for the proper fulfillment of the User's obligations, in accordance with the terms of the Offer, at a frequency corresponding to the Subscription Period selected by the User when placing the Order.

**10.5.** The User's consent to enable Recurring Payments is deemed to have been given if, prior to making a payment, the User explicitly enabled the recurring payments feature in the Service interface (checkbox, toggle switch, or other action) and confirmed agreement with the terms of this section of the Offer.

**10.6.** The activation of Recurring Payments, in accordance with the procedure set forth in this section of the Offer, is carried out only if the Contractor, the processing center, the Bank, and the Issuing Bank have the technical capability to do so. The Service Provider, the processing center, the Bank, and the Issuing Bank shall not be liable for the User's inability to activate the "Recurring Payments" service.

**10.7.** To make Recurring Payments, the User agrees to use only one bank card of which he is the owner (holder) and for which he has entered into a corresponding agreement with his servicing bank, in accordance with the terms of such agreement. If the User uses another person's bank card, they shall be solely liable for any damage that has been or may be caused to the bank card holder as a result of the User's actions described above.

**10.8.** If the bank card expires, the User has the right to change the payment method for the subscription by providing the details of another bank card held by the User, in the manner, if any, specified in the personal account.

**10.9.** A recurring payment will only be processed if there are sufficient funds in the User's bank card account. If, at the time the Recurring Payment is made on the payment date, there are insufficient funds in the User's bank card account to cover the amount due under the Agreement, or if the Recurring Payment cannot be made for any other reason, the User grants consent (authorization) to the Contractor, and the Contractor is granted the right to initiate repeated attempts to debit the payment under the Agreement until

the payment is made, but no later than within 3 (three) days from the date of the next scheduled payment. If funds cannot be debited from the User's bank card within the specified period, the Contractor has the right to terminate the provision of Services and stop auto-renewal.

**10.10.** The User has the right to disable Recurring Payments at any time in the Personal Account or by any other method provided by the Service. Disabling Recurring Payments stops future automatic debits, while access to the Services remains until the end of the paid Subscription Period.

**10.11.** The amount of each Recurring Payment is determined by the cost of the Plan in effect at the start of the corresponding Subscription Period. A period that has already been paid for cannot be changed.

## **11. Term, Modification, and Termination of the Offer**

**11.1.** The Agreement under the terms of this Offer is deemed concluded upon the User's Acceptance and remains in effect as a continuing agreement until its termination in accordance with the Offer and/or the laws of the Russian Federation. Individual Orders are fulfilled within the paid periods of the Services.

**11.2.** The Parties have the right to terminate the Agreement in cases provided for by the laws of the Russian Federation.

**11.3.** The Contractor has the right to unilaterally amend the Offer by publishing the current version on the Service (on the Website and/or in the Bot).

Changes take effect upon publication (unless otherwise specified) and apply to Subscriptions purchased or renewed after publication. For a Subscription period that has already been paid for, the terms of the Offer version current at the time of its commencement apply.

Changes to Subscription Rates apply to subsequent Subscription periods. The User has the right to disable auto-renewal before the date of the next charge.

**11.4.** The Contractor shall have the right to terminate the Agreement unilaterally in the following cases:

- systematic violation by the User of the terms of the Offer;
- detection of unlawful or fraudulent activity by the User;
- repeatedly posing a threat to the stability of the infrastructure;
- provision of false information;
- violation of third-party rights;
- failure to fulfill the User's obligations (including non-payment for the Services).

Services are terminated in accordance with the procedures set forth in the Offer, with the deletion of hosted

services, virtual servers, accounts, and the data contained therein without prior notice to the User and without providing the opportunity to back up the data.

In such cases, the deletion of hosted services, virtual servers, accounts, and the data contained therein shall be carried out immediately upon termination of service provision.

The deletion of services and data in such cases does not constitute a breach of the Contractor's obligations and does not entail any obligation to restore information or compensate for losses.

**11.5.** Termination of the Agreement does not release the User from fulfilling obligations that arose prior to termination, including payment obligations.

**11.6.** In all matters not covered by this Offer, the provisions of the legislation of the Russian Federation shall apply to the relations between the parties.

## **12. Other Terms**

**12.1.** The section titles in this Offer are used for convenience only and do not affect the interpretation of the Offer or any of its integral parts.

**12.2.** Amendments to the Offer and other documents supporting the Contractor's activities shall be made by the Contractor unilaterally without the User's consent and without notifying the User. The current version of the Public Offer is published on the Service (on the Website and/or in the Bot).

The User agrees to independently monitor the validity of the version of the Offer posted on the Service and to review it at least once a week, as well as before placing an Order, adding funds to the Balance, enabling or renewing auto-renewal, and/or performing other legally significant actions.

**12.3.** The Service Provider shall not be liable for any actions taken by the User based on the information received.

**12.4.** The User has the right to send inquiries regarding the operation of the Service to customer support via the contact information provided on the Website and/or the Telegram Bot. The Contractor has the right to provide support at its discretion and is not obligated to respond to incorrect or mass inquiries.

## **13. Bank details and contact**

**information for Individual Entrepreneur Matvey**

**Vyacheslavovich Koshkin**

**TIN 541300541971**

**OGRNIP** 325547600053099

**Website:** <https://qwins.co/>

**Telegram Bot:** [https://t.me/qwins\\_robot](https://t.me/qwins_robot)

**Email:** [help@qwins.co](mailto:help@qwins.co)