

Terms and conditions for provision of services by the Host Universe LTD.

Enderchest.uk

§ 1. Definitions

1. Breakdown – incorrect working or a lack of work by the one or few services
2. Customer service office – contact with customer service available by using the Customer Panel Control, only for signed in users. Customer service office working hours is Monday – Friday at 16:00 – 24:00 excluding public holidays. Customer service is not obligated for responding at days and hours which are out of the schedule above.
3. Services Price-List – a document which settles prices for services provided by the Host Universe LTD and the height of fees.
4. Contact details – information about the customer, which allows contact with him.
5. Server players – persons who plays on the server bought by the user.
6. Trade information – information defined in article 9 statute of 18 July 2002 about providing services in electronic form (Journal of Laws 2002 No. 144, item 1204, as amended).
7. Customer – sub entity commissioning the provision of services by the Host Universe LTD.
8. Account in the customer control panel – a panel settled to every customer for ordering services via internet, through which the customer has an access to ordered by him services.
9. Limits – agreed in specification limits of usage/burden concerning the exact service/
10. Logs – a save in database confirming user actions
11. Minecraft – an independent game issued by the company of Mojang AB.
12. Subscription period – a period for which the user purchased the access to the exact service
13. Payment – an amount specified in the services price-list for the selected Subscription Period, charged in advance and due as Usage of host services provided by Host Universe LTD.
14. Customer Panel Control – Service management system. Customer control panel is located at: www.enderchest/account/services/ .
15. Statute – these general regulations for the provision of services by Host Universe LTD for the customer.
16. Server shop – the User is allowed to create the shop where players of the server in exchange of additional fee may receive an additional things, etc.
17. Spam – unsolicited commercial information in the meaning of article. 10 (1) statute of 18 July 2002 about providing services in electronic form (Journal of Laws 2002 No. 144, item 1204, as amended).
18. Specification – the exact parameters definition of services providing by Host Universe LTD. for the customer.
19. Website www.enderchest.uk – a website which can be created in the customer control panel enderchest.uk for every single bought server.
20. Warning system – a system which informs the customer about exceeding the limits defined in the specification.

21. Contract – contract for services provision agreed between the customer and Host Universe LTD, which stands an integral part with the Statute
22. Services – realized by the Host Universe LTD services for the customer based on a contract
23. The service provider – called Host Services LTD – company of Host Services LTD. Company ID: 10164187. Working address: 7 Bell Yard, London, United Kingdom, WC2A 2JR
24. Deletion of the account in the Customer Panel Control – deleting all Client files on Host Universe LTD servers. and ceasing to provide Services to the Customer.
25. Authentication (log in) – providing email address typed during the registration and assigned password
26. User – natural person, legal entity, organizational unit without legal personality using the services of the Host Universe LTD, based on the written power of attorney issued by the customer, announced to the Host Universe LTD, which email address which has been provided by Host Universe LTD in the customer control panel.
27. Order - indication by the customer via the website <https://www.enderchest.uk/> required design for services provided by Host Universe LTD. being the position to conclude a Service Agreement between customers and Host Universe LTD.

§ 2. General provisions

1. The regulations of use constitute the regulations of services realized in electronic way in the meaning of article 8 (1)(1) statute of 18 July 2002 r. about providing services in electronic form (Journal of Laws 2002 No. 144, item 1204, as amended).
2. The basis for using the services of Host Universe LTD. is the acceptance of these Regulations. The Regulations constitute an integral part of the Agreement concluded between Host Universe LTD and customer. Submission of a demand for Services by the Customer, regardless of whether it was in electronic or written form, constitutes acceptance of the Regulations.
3. The Regulations set out the rights and obligations of Host Universe LTD. and the Customer arising from the concluded Agreement.
4. By accepting the Regulations, the Customer agrees that Host Universe LTD. will fulfill all orders regarding Services and answer questions regarding services only if the Customer uses the e-mail address of the User indicated in the Customer Control Panel or uses the Notification System to issue an order or send a question.
5. Host Universe LTD. reserves the right to amend the Regulations. Host Universe LTD. inform the Customer by e-mail (via e-mail) of any change to the Regulations 30 days before the change comes into force. A customer who does not accept changes to the Regulations is obliged to inform Host Universe LTD. electronically (via e-mail), in writing within 14 days of receiving information about the change in the Regulations, which it uses. Customer's failure to change within this period is tantamount to its approval. If the Customer does not accept the change, the Agreement will be terminated at the end of the period for which the Customer has paid.

§ 3. Account registration in the Customer Control Panel

1. Account registration is voluntary, but it is necessary to order and pay for Hosting Services. Registration takes place at <https://enderchest.uk/account/signup/>.
2. To register the account, there must be an active email address and set a password for the Customer control Panel.
3. During registration, confirmation of reading the content and acceptance of the terms and conditions of the above Regulations are also required.
4. When registering the account, the Customer may specify whether he wants to receive from the Service Provider information on new products and promotions of Host Universe LTD.
5. To complete the Account registration process, you must activate the Account in the Customer Control Panel by visiting the page provided in the message sent to the email address provided during the Account registration process.
6. In case if the email with the activation link has not been delivered, the Customer should read the information contained in the section "No activation email?" located at <https://enderchest.uk/account/signup/>.

§ 4. Logging into the Customer Control Panel

1. Logging in to the Customer Panel takes place on the following website: <https://enderchest.uk/account/signin/>
2. Only the User can perform the Authentication process.
3. Host Universe LTD. shall not be responsible for any damages resulting from the share of login data (email and password) to third parties.
4. The login form is properly secured with SSL encryption.
5. In case of login problems, the User can make at any time password reset at <https://www.enderchest.uk/account/signin/> in the "Forgot your password?" section. The rest of the instructions the User will receive to the e-mail address provided during the registration process.

§ 5. Wallet

1. To realize the Order or extend the active Service, the topping up the Wallet, i.e. a virtual account from which orders will be paid is necessary.
2. To top up the Wallet, compulsory is having an Account in the Customer Control Panel (§3), Logging in (§4) and visit <https://enderchest.uk/account/wallet/>.
3. The Wallet informs the User about the current state of the wallet and the history of operations on the Account, such as the purchase of Services, purchase of an item in the Server Store, etc.
4. Topping up the wallet is possible through the PayPal.

1. Topping up your wallet via PayPal: it takes about 15 minutes to process a successful transfer using this method. PayPal collects commissions from the Service Provider, information about their amount can be found on the top-up page using this method <https://www.enderchest.uk/account/wallet/paypal/>.
5. Funds collected in the Wallet can only be used to purchase or extend Services previously purchased at www.enderchest.uk. These funds cannot be withdrawn to the client's bank account.

§ 6. Customer service office

1. Customer Service Office working hours are from Monday to Friday from 16:00 to 24:00.
2. Customer Service Office does not work on public holidays.
3. Customer Service Office is not obliged to reply to messages on non-working days and outside working hours.
4. Customer Service Office is not obliged to answer questions related to configuration problems servers, because the Customer should have knowledge about managing and configuring the Minecraft game server.

§ 7. Service Ordering Process

1. During the process of ordering the Service, the Customer should:
 1. Select one of the available packages: "Starter", "Professional", "Vanilla".
 1. For the "Starter", "Vanilla" Packages, Host Universe LTD. has prepared a number of safeguards to limit the occurrence of the most common errors resulting from incorrect server configuration.
 2. Every customer who will buy the server "Starter", "Vanilla":
 1. Will have access to the error detection system instead of the server Log list. The error detection system tells how to fix errors on the server.
 2. Will have monitored servers by the correct configuration system, which in case of configuration errors will turn off the server and inform the customer about it.
 2. Select Subscription period.
 3. Select the recommended number of players (depending on the choice of the package).
 4. Check the order summary.
2. The Price List for the Services is available at <https://www.enderchest.uk/> after selecting the appropriate package for game servers.

§ 8. Duration of the contract

1. The contract is concluded for the duration of the Subscription Period of the given Service.
2. Three days before the end of the Subscription Period of the given Service, Host Universe LTD. will inform the Customer daily via e-mail about the upcoming expiry of the Subscription Period. Two days before the end of the Subscription Period, the Service Provider will begin to inform the Customer about the approaching end of the Subscription Period by sending messages directly to the game server.
3. Prolonging the Service's activity is tantamount to concluding the next Contract for the provision of Services in the next Subscription Period.
4. After the subscription period has ended, the Service will be blocked, which is synonymous with the lack of access to it.
5. After the subscription period has ended and the Service has been blocked for this reason, customer data is stored on Host Universe LTD servers for next twelve hours. If, after 12 hours from the end of the Subscription Period, the Customer does not extend the activity of the Service, it will be deleted without the possibility of recovering this data.

§ 9. Obligations of Host Universe LTD.

1. Host Universe LTD. is obliged to ensure the full availability of Services, provide Services with due diligence, in accordance with the provisions of the Contract and the Regulations.
2. Host Universe LTD. undertakes to inform the Customer via the Customer Panel about planned breaks in the provision of the Service at least 24 hours in advance.
3. Host Universe LTD. is obliged to inform the Customer of any changes to the Regulations.
4. Host Universe LTD. is obliged not to send Spam to the Customer.

§ 10. Customer obligations

1. The Customer is obliged to use the Services provided by Host Universe LTD. in a way that does not infringe the rights of third parties, in particular copyright and related rights as well as personal rights, compliance with the law, respect for the principles of social coexistence and decency, the provisions of the Agreement, the Regulations, refraining from using the Services to post, share and disseminate unlawful content that infringes other people's rights and personal rights, decency and principles of social coexistence, as well as the sending of spam.

2. The Customer is obliged not to take any action that may cause damage to other Customers or Users. The customer is also required not to post on the Host Universe LTD server. files, scripts or programs that may cause the server, links or accounts of other people to malfunction.

§ 11. Responsibility of Host Universe LTD

1. Host Universe LTD. is responsible for the non-performance or improper performance of the Services entrusted to it, unless it was for reasons for which Host Universe LTD. is not responsible.
2. Host Universe LTD. shall not responsible for non-performance or improper performance of Services if it was a consequence of circumstances, in particular such as:
 1. acts or omissions of entities other than Host Universe LTD. caused by the lack of continuity in the provision of Services.
 2. Hardware or software failure that Host Universe LTD. could not prevent and which had no influence on.
 3. Force majeure.
 4. Incorrect use of the Services by the User.
 1. Inadvertently installing plugins / mods from unreliable sources and installing plugins / mods incompatible with the software that Host Universe LTD places in the server management panel.
 2. Server configuration incompetent. Making many configuration errors due to the User's lack of knowledge necessary for the proper operation of the Service.
 3. Not adjusting the number of players online to the recommended quantity for a given server.
 4. The Customer's violation of the provisions of the Agreement, Regulations and law.
 5. Gaining access to the Customer Account by unauthorized persons.
 6. Other irregularities generated by the User not prevented by the Regulations.
 5. Computer virus actions.
 6. Information, programs, applications, files downloaded by the Customer from the Internet.
 7. DDos attack, which is an attack on a computer system or network service in order to prevent it from taking over all free resources, carried out simultaneously from many computers.
3. Host Universe LTD. does not take the responsibility for the content posted by the Customer on the server shared to him.
4. Host Universe LTD. shall not be responsible for lost profits of the Customer, and its possible liability for non-performance or improper performance of the Agreement is limited to the amount of the Subscription Fee paid by the Customer.
5. Host Universe LTD. has the right to take breaks in the provision of Services in connection with the need to perform technical activities related to the operation, development and maintenance of the IT system. This type of break will not qualify

as a failure. In case of a break for the reasons mentioned in the first sentence of this paragraph, which will last longer than 24 hours, Host Universe LTD. will extend the subscription period free of charge for the duration of the break or a longer period, at the discretion of Host Universe LTD.

§ 12. Customer responsibility

1. The customer takes full responsibility for the content of the server part shared to him.
2. The Customer is fully responsible for the manner in which the User uses the Services, including violations of the provisions of the Agreement, Regulations, generally applicable law, principles of social coexistence and decency that the User has committed, as well as sending spam. In case of taking by Host Universe LTD. information on the User's violation, the Customer undertakes to cooperate in combating the User's unlawful activity, including providing User's data enabling his identification.
3. The customer bears sole and unlimited liability for the data stored on the Host Universe LTD server.
4. Host Universe LTD. may seek compensation for damage suffered in connection with the Customer's incorrect use of the Services, breach of the provisions of the Agreement, Regulations, generally applicable law, principles of social coexistence and decency that the Customer or User has committed.

§ 13. Customer rights

1. The Customer has the right to fully use the ordered Services, however in a manner that does not infringe the law, the provisions of the Agreement, the Regulations, the rights of other people, decency, and principles of social coexistence.
2. The Customer has the right to authorize another entity (User) to use the Host Universe LTD Services ordered by the Customer. to the extent indicated in the authorization, however, for any damage arising from granting access, the Customer bears full responsibility.
3. The Customer has the right to make a complain for the Services provided by Host Universe LTD .
4. The Customer has the right to change the server parameters if the package used by the Customer is adapted to other than standard parameters. The change can be made in the Customer Control Panel.
 1. While changing the package or increasing the allocation of server resources, the customer will be notified of the need for additional payment. However,

reducing the allocation of server resources is free, and the cash difference is not returned to Wallet.

2. Changing the package in some cases deletes some files or directories. The customer is informed about the list of deleted files or directories during the package change process.
3. Package changes cannot be undone.

§ 14. Restrictions

1. The Customer may not use the Services provided by Host Universe LTD. to post, share and distribute unlawful content that violates other people's rights and personal rights, decency and principles of social coexistence, as well as sending spam. The Customer may not make available any resources in exchange for profit that have been allocated to him by Host Universe LTD.
2. In case Host Universe LTD. shall be notified that the Customer has violated paragraph 1 of this paragraph, Host Universe LTD. has the right to block the Services provided to the Customer and to cease their provision without the possibility of a refund and notifying the relevant authorities of any violation of the law committed by the Customer.
3. In special cases, if the provision of Services to the Customer causes an excessive load on the Host Universe LTD. Server, and as a consequence a deterioration in the quality of Services provided to other Customers, Host Universe LTD. has the right to block Customer Services, which is notified in the Customer Panel.

§ 15. Security

1. Host Universe LTD. will properly secure customer and user data.
2. Host Universe LTD. will properly secure the User's connections with the server.
3. The customer is obliged to keep the login data to the Customer Control Panel in secret and not to disseminate and not disclose them to third parties.

§ 16. Complaints

1. All complaints should be sent by email to support@hostuniverseltd.com with the subject "COMPLAINT" or in writing by post to the address "Host Universe LTD. - Enderchest, Sebastian Sobieraj, ul. Częstochowska 36/38 m.41, Warsaw 02-350 "
2. The complaint, regardless of the form of delivery to Host Universe LTD., Should contain: name and surname, exact address (street, house number, apartment number, zip code, city), e-mail address to which the account is registered on the www .enderchest.uk, phone number and reason for complaint together with justification and determination of the expected compensation.
3. The complaint will be considered within 30 days from the date of delivery to Host Universe LTD.
4. If the complaint is not considered within the above deadline, it must be considered as justified without the necessity of considering the claims as fundamental.

§ 17. Final provisions

1. In matters not regulated by these Regulations, the applicable provisions of Polish law shall apply.
2. The court competent to settle disputes arising from these Regulations is the court competent for the seat of the Service Provider.