

Public offer

YesHost and <https://yeshost.cz> and <https://yesbilling.eu> (hereinafter "YesHost"), are operated by WEB3 Leaders Inc (hereinafter "YesHost"). These Terms and Conditions of Service (hereinafter "Terms and Conditions") are applicable to your access of the YesHost Web Site, and to your use of the services offered through the YesHost Web Site. By using any of the services or products provided or serviced by YesHost, either directly or through a reseller, you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions.

The present Terms and Conditions have last been modified on January 01, 2023 and apply to all users.

1. Terms and Conditions

You must read and accept the present Terms and Conditions, Privacy Policy and Usage Policy before you can use the YesHost Web Site or any YesHost services. By accessing and continuing to use any YesHost services, you confirm your agreement to be subject to the Terms and Conditions. If you do not agree to these Terms and Conditions, please do not access or use any YesHost services.

YesHost may need to modify these Terms and Conditions from time to time, to adapt to changing technologies, laws and/or regulations. YesHost may choose to provide the Client with a prior written notice if the changes significantly impact the Client's services, but YesHost will do this solely at its own discretion and is in no way obligated to provide notice. Any changes to the Terms and Conditions shall enter into force within thirty (30) days of their publication on the YesHost Web Site.

1.1. Eligibility Criteria of YesHost Services

The services offered through the YesHost Web Site are available only to persons who have the legal capacity to contract, among others, without limiting the generality of the foregoing, our services are available only to persons aged 18 and over. If you are under the age of 18, you can use the YesHost Web Site only with the permission and under the supervision of your parents or legal guardian. YesHost also reserves the right to restrict the use of the Site to members who have been temporarily or permanently suspended. If your registration is made on behalf of a corporation, you certify that you are a duly authorized representative of that corporation.

2. Account Creation, Maintenance, Modification and Cancellation

2.1. Account Creation

You can create an account by filling in the form provided on the YesHost web site. Fees associated with our services can also be found on our web site at <https://yeshost.cz/>

2.2. Accurate Information

You agree to maintain accurate information in your Client Area profile at <https://yesbilling.eu/> while you are using YesHost services. This includes your full name, current billing address, phone number and a working email address. You agree to update your information in your Client Area within ten days of any change.

You agree that YesHost may use and rely on any such information provided by you for all purposes in connection with your services, subject to YesHost Privacy Policy. Should you provide any information that is

inaccurate, misleading or incomplete, or if YesHost has reasonable grounds to suspect that your information is inaccurate, misleading or incomplete, YesHost has the right, in its sole discretion, to suspend or terminate its services and/or close your account.

2.3. Account Maintenance and Security

You agree to use your account solely for lawful purposes and agree that you are fully responsible for all content and data on your account. You agree that you are fully responsible for maintaining the confidentiality of your customer and login information, password, credit card number (collectively the "Account Access Information"). You agree that you are entirely responsible for any and all activities that occur under your account.

2.4. Responsibility for Content

You agree that you are solely responsible for the content stored on and served on your YesHost account(s). You further agree that you are responsible for all activity in your account, whether initiated by you, by others on your behalf, or by any other means. YesHost disclaims liability for any activity in your account, whether authorized by you or not. For details on unauthorized activities, please read our Usage Policy.

2.5. Account Suspension and Cancellation

YesHost can suspend or terminate without prior notice any accounts that do not comply with these Terms of Services in order to maintain a safe and secure environment for our clients.

YesHost will attempt to notify you in case of account suspensions or cancellations. In some circumstances, YesHost may suspend an account without prior warning to avoid serious harm or service degradation.

You may cancel your account and prevent an automatic renewal by requesting a cancellation through the Client Area at least 30 days prior to your service's expiry date. The cancellation request must include all the necessary details to allow a YesHost Support Team to properly identify the account in question, including your full domain name and service type.

3. Privacy Policy

YesHost is committed to your privacy, and does not sell, trade or give out your personal information unless required as part of your service contract or by law.

4. Usage Policy

Our Usage Policy (hereinafter "UP") describes what is and what is not allowed on our servers.

5. Service Guarantees

5.1. Money-back guarantee

YesHost leave the right of decision by himself about moneyback of services offered by us. In case we are responsible on issues, we could make moneyback. Moneyback could be done only in currency, amount and payment method the original payment was done.

5.2 Service availability

Our network availability by external monitoring mesures has an uptime value about 99.9994% for last years. We working hard on it and we could guarantee 99.99% uptime.

6. Renewals

YesHost will generate renewal invoices automatically for all your active services at least 15 days prior to their expiration date. When we generate a new invoice, we'll send you an email with a copy of the invoice and will also make the invoice available in your Client Area.

By making any purchase by credit card or by adding a valid credit card to your Client Area, you authorize YesHost to automatically attempt to charge this credit card for any upcoming or overdue invoices on your account, until otherwise requested. You may manage and remove your credit card information on file from your Client Area at any time.

Expired services can be suspended if left unpaid by their due date and may be permanently deleted, at YesHost's sole discretion. Reactivating suspended services may incur additional fees.

You must maintain an active email address on file with us at all times in order to receive important account information, including invoices and expiry notices. Services not paid on their due date risk being suspended, and may be terminated permanently shortly after, at YesHost's sole discretion. Should you wish to reactivate your services after they have been suspended, a reactivation fee may apply.

7. Payments

YesHost accepts payments by Visa, Mastercard and Paypal (which includes American Express). For amount exceeding 50.00 EUR, YesHost also accepts non-automated payments by wire/bank transfer.

All payments could be made in EURO, USD, CAD. A first payment is required prior to the activation of a service, and all following invoices must be paid in full prior to their due date.

All non-automated payments (wire transfers) must be made for a minimum total amount of 50.00 EUR. Any amount paid exceeding the invoiced amount will be added to your account in the form of account credit to be used for future payments. Non-automated payments of less than 50.00 EUR are subject to a 20.00 EUR administrative fee, plus applicable taxes.

Account credit is automatically applied to new or open invoices. In order to manually apply your account credit on an existing unpaid invoice, please visit the invoice page in your Client Area.

Occasionally, special promotions may be offered when ordering new services or account upgrades. Unless stated otherwise, promotional prices apply only to the initial payment cycle. Services renew at their regular rates, as shown on your invoice or in your product or service details in your Client Area. Special pricing promotions cannot be applied to renewals unless stated otherwise. YesHost reserves the right to cancel any promotional pricing for any user that attempts to circumvent its intended use or limitations, at YesHost's sole discretion.

8. Force Majeure

YesHost will make every effort to keep its web site and services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold YesHost liable for any of the consequences of such interruptions.

9. Complaints

Complaints or policy violations must be reported to abuse@yeshost.cz

10. Language

We speak English, Czech, Ukrainian, Russian, French language.

11. Applicable Law and Jurisdiction

This Agreement and its interpretation are subject to the laws of the province of BC and the laws of Canada and Czech Republic applicable therein, without giving effect to any principles of conflicts of laws.