

HOSTZONE s.r.o.

Terms and conditions

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HOSTZONE s.r.o., IČO 248 81 465, DIČ CZ24881465
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<https://hostzone.eu/en/terms/>

Part I - Introductory provisions

Article 1 - The Provider

1.1 The Provider is **HOSTZONE s.r.o.**, company no. 248 81 465, VAT no. CZ24881465, registered office at Příčná 1892/4, Nové Město, 110 00 Prague 1, Czech Republic, entered in the commercial register kept by the Municipal Court in Prague, file no. C 443830 (the "**Provider**").

1.2 Contact details:

- technical support and general correspondence: support@hostzone.eu
- billing and payments: billing@hostzone.eu
- commercial matters: sales@hostzone.eu
- personal data protection: privacy@hostzone.eu
- reports of illegal content and abuse: abuse@hostzone.eu
- telephone: +420 2 1001 4678

1.3 The Provider is registered for VAT.

Article 2 - Definitions

2.1 **Customer** - a natural or legal person who has concluded a Contract with the Provider.

2.2 **Consumer** - a Customer who is a natural person and who, in concluding the Contract, is not acting in the course of their business or profession. In addition to the common provisions, the special provisions of Part VIII apply to a Consumer and prevail where they conflict.

2.3 **Business Customer** - a Customer who is not a Consumer.

2.4 **Service** - web hosting, WordPress hosting, reseller hosting, e-mail hosting, hosted apps, a virtual server (VPS), Raspberry hosting, a dedicated server, the registration and administration of domain names, SSL certificates and related performance provided by the Provider.

2.5 **Customer Portal** - the web interface at <https://portal.hostzone.eu> where the Customer manages its Services, billing and contact details.

2.6 **Billing Period** - the prepaid period for which the Service is ordered. The Provider offers **monthly, quarterly, semi-annual, annual, two-year and three-year** Billing Periods. Not every Billing Period is available for every Service and plan; the periods available and the corresponding prices are stated in the price list on the Provider's website and in the order form.

2.7 **Content** - data, files, databases, e-mail messages and any other information the Customer stores or makes available through the Service.

2.8 **Terms** - these Terms and Conditions.

2.9 **Availability discount** - a discount on the price of the Service granted where the agreed level of availability is not met (Article 23), set off against the price of the next Billing Period. It is not paid out in

money and is not a balance on the Customer's account; the detail is set out in Article 7 of the SLA.

Article 3 - Subject matter and structure of the Terms

3.1 The Terms govern the rights and obligations between the Provider and the Customer in the provision of the Services and form an integral part of the Contract.

3.2 The following documents, available on the Provider's website, also form an integral part of the Contract:

- the **Acceptable Use Policy (AUP)** - <https://hostzone.eu/en/legal/acceptable-use/>
- the **Service Level Agreement (SLA)** - <https://hostzone.eu/en/legal/sla/>
- the **Domain Registration Terms** - <https://hostzone.eu/en/legal/domain-terms/>
- the **Privacy Policy** - <https://hostzone.eu/en/privacy/>
- the **Data Processing Agreement (DPA)** - <https://hostzone.eu/en/legal/data-processing/> - including the list of sub-processors, published at <https://hostzone.eu/en/legal/subprocessors/>

3.3 Where they conflict, the documents prevail in the following order: an individually negotiated written contract, the Terms, the other documents under Article 3.2.

Part II - Formation of the contract

Article 4 - The order and the conclusion of the Contract

4.1 The presentation of the Services on the Provider's website is not an offer to conclude a contract; it is an invitation to submit an order.

4.2 The Customer submits an order through the order form. Before sending the order the Customer must check and, where necessary, correct the data entered.

4.3 By sending the order the Customer confirms that it has read the Terms and agrees to them.

4.4 **The Contract is concluded at the moment payment for the Service ordered is credited** to the Provider's account or the payment is confirmed as successful by the payment gateway. Until then the Provider is not obliged to provide the Service.

4.5 The Provider will confirm the conclusion of the Contract by e-mail to the address given in the order, without undue delay after it is concluded. The confirmation contains a summary of the order and **the Terms in the wording published at the time the order was sent, attached to the e-mail as a PDF file**; those documents under Article 3.2 that apply to the Service ordered are attached in the same way. This is the same wording the Customer agreed to under Article 4.3 and it matches the moment decisive for the price under Article 40.5. The model withdrawal form (Annex 1) is also annexed to the Terms. Where the Consumer has given the consent under Article 35.4, the confirmation also contains **their express request for the provision of the Service to begin before the withdrawal period expires and their declaration that they are aware the right of withdrawal is lost once the Service has been supplied in full**. The confirmation is thereby provided to the Consumer **on a durable medium**; a mere link to the web page where the Terms are published does not satisfy that duty, even where the wording at that link is identical at the time.

4.6 The Provider reserves the right to refuse an order, in particular on reasonable suspicion of abuse, of a breach of the AUP, or where the Terms have been repeatedly breached in the past. In that case it will return any amount paid without delay.

Article 5 - Activation of the Service

5.1 The Service is activated **automatically immediately after the Contract is concluded**.

5.2 For Raspberry hosting and for dedicated servers that require physical preparation of hardware, the Service is activated **within 3 working days at the latest** (Article 2.5 of the SLA) of the Contract being concluded. Failure to meet that period entitles the Customer to withdraw from the Contract with a right to a refund of the full amount paid.

5.3 **The Provider charges no set-up or activation fees.** The exception is **Raspberry hosting and dedicated servers**, for which the Provider may charge a set-up fee for the physical preparation and commissioning of the device.

5.4 Where a set-up fee under Article 5.3 is charged, it is stated in the price list and in the order form **before the order is sent** and forms part of the total price under Article 7. A fee not stated in that way cannot be charged afterwards. The set-up fee is **one-off** and is not charged again on renewal of the Service.

5.5 The Provider offers no free trial period and no free variant of the Service.

Article 6 - The customer account and contact details

6.1 The Customer must give true and complete identification and contact details and **keep them up to date throughout the term of the Contract**, in particular the e-mail address to which the Provider delivers (Article 41) and the telephone number. For domain names the holder's telephone number is a **mandatory item** under the Domain Registration Terms; failing to give it has consequences at the domain itself (Article 29 and Article 4 of those terms).

6.2 The Customer is responsible for protecting the credentials to the Customer Portal and to the Service. Acts performed through its account are treated as acts of the Customer.

6.3 The Customer must report a suspected misuse of its account to the Provider without undue delay.

6.4 The Provider may require verification of the Customer's identity where necessary to comply with a legal obligation or to prevent abuse of the Service.

Part III - Prices and payment terms

Article 7 - Prices and value added tax

7.1 The prices of the Services are stated in the price list on the Provider's website and in the order form.

7.2 To a Consumer the price is stated as **the total price including VAT** at the rate applicable on the date of the taxable supply; that price is shown to them at the latest before the order is sent. Prices may be

shown to Business Customers without VAT where they are marked as such.

7.3 Web hosting and related services are an **electronically supplied service**. The place of supply and the VAT rate applied are determined as follows:

- a) A Customer located in the Czech Republic is charged **Czech VAT**.
- b) A Customer who is not a taxable person and is located in another EU Member State is charged **Czech VAT for as long as the total value of such supplies to other Member States does not exceed EUR 10,000 in a calendar year**. Once that threshold is exceeded, the rate of the Customer's State applies and the tax is accounted for under the One Stop Shop (OSS) scheme.
- c) A Business Customer from another EU Member State who provides a valid VAT identification number verified in the VIES system is subject to the **reverse charge** (Article 7.4).
- d) A Customer located outside the European Union is **not charged Czech VAT**; the place of supply is outside the Czech Republic.

7.4 Business Customers from other EU Member States who provide a valid VAT identification number verified in the VIES system are subject to the reverse charge. **Where the Customer does not provide a valid VAT identification number verified in VIES, Article 7.3(b) applies**, including where the Customer is a Business Customer.

7.5 The Customer is responsible for the accuracy of the tax data it provides. Where that data is found to be incorrect, the Provider may charge the difference in tax.

Article 8 - Currency

8.1 The Services are offered in **euros (EUR)** and **Czech crowns (CZK)**.

8.2 The Customer chooses the currency when ordering. **The currency chosen is fixed for the Billing Period concerned** and is also used to invoice the renewal until the Customer requests a change with effect from the following period.

Article 9 - Invoicing and payment

9.1 The Services are paid **in advance for the whole Billing Period**.

9.2 The Provider issues a **proforma invoice** for the renewal of the Service and makes it available in the Customer Portal **30 days before the end of the current Billing Period**, and sends it by e-mail under Article 9.3. It is payable by the renewal date at the latest.

9.3 The Provider makes proforma invoices and tax documents available in the Customer Portal and sends them by e-mail to **the Customer's main e-mail address** held in the Customer Portal and to **all contact e-mail addresses for which the Customer has enabled invoice delivery in the Customer Portal**. The Customer manages that set of addresses itself and is responsible for their accuracy and currency. Tax documents are issued in electronic form and the Customer agrees to that form of issue.

9.4 Both on ordering and on renewal the Provider issues a **proforma invoice before payment; that is not a tax document**. **The Provider issues the tax document as at the day payment is received** and makes it available under Article 9.3.

9.5 The Provider charges no default interest and no contractual penalty for late payment. Where a proforma invoice is not paid, the Service is not renewed and Article 11 applies.

Article 10 - Payment methods

10.1 The Provider accepts:

- payment cards and the **Apple Pay** and **Google Pay** wallets through the **Stripe** payment gateway
- bank transfer to an account held with Fio banka, a.s. (separate accounts for EUR and for CZK)
- PayPal

10.2 When paying by bank transfer the Customer must quote the variable symbol stated on the proforma invoice. Payment is treated as made on the day it is credited to the Provider's account.

10.3 Card payment data is processed by Stripe Payments Europe, Ltd. The Provider does not store payment card numbers.

Article 11 - Consequences of non-payment

11.1 Where payment is not credited within **5 days after the due date**, the Provider may **suspend** the Service. Suspension means preventing access to the Service and to the Content without deleting it.

11.2 Where payment is not made within **30 days after the due date**, the Provider may cancel the Service and **permanently delete the Content**. Deleted Content cannot be recovered.

11.3 The Provider will remind the Customer of the unpaid proforma invoice and of the consequences of non-payment by e-mail:

- **3, 7 and 14 days after the due date**,
- when the Service is suspended,
- **7 days before** the Content is deleted,
- **1 day before** the Content is deleted.

11.4 **The Provider charges no fee for restoring a suspended Service.** Where the Customer pays the amount owed before the period under Article 11.2 expires, the Provider will restore the Service without undue delay.

11.5 The time of suspension is not counted towards availability under Article 23 and gives rise to no entitlement to an availability discount or to an extension of the Billing Period.

11.6 During a suspension under Article 11.1 the Provider will, **on request, make the Content available to the Customer for download** even without payment of the amount owed. Making it available in this way is charged according to the time actually spent and the period under Article 2.5 of the SLA does not apply to it. This is without prejudice to the amount owed falling due.

Part IV - Duration, renewal and termination

Article 12 - Term, automatic renewal and changing the Service plan

12.1 The Contract is concluded for an indefinite term with prepaid Billing Periods, unless agreed otherwise.

12.2 **The Service renews automatically** for a further Billing Period of the same length unless the Customer cancels the automatic renewal under Article 12.3 or terminates the Contract under Article 13.

12.3 **The Customer may cancel automatic renewal at any time**, as follows:

- a) **for domain names**, by turning it off directly in the domain overview in the Customer Portal; the Domain Registration Terms apply in addition,
- b) **for other Services**, by submitting a request to cancel the Service in the Customer Portal or by e-mail under Article 13.

In both cases the Service ends on the expiry of the current Billing Period. Where a proforma invoice for the renewal has already been issued and not paid, the Provider will cancel it.

12.4 **Cancelling a recurring payment does not by itself cancel the automatic renewal.** Where the Customer revokes its consent to recurring card payments or cancels a PayPal subscription, the proforma invoice for the renewal will still be issued; to cancel the renewal the Customer must proceed under Article 12.3.

12.5 The Provider will remind the Customer of an upcoming automatic renewal and of its price by e-mail **30 days and 5 days before the renewal date**, regardless of the length of the Billing Period.

12.6 **The Customer may request a change of the Service to another plan**, through the Customer Portal or by e-mail.

12.7 **A move to a higher plan** is carried out without delay. The Customer pays the difference in price attributable to the remainder of the current Billing Period; neither the length nor the end date of the Billing Period changes.

12.8 **A move to a lower plan** takes effect at the next renewal of the Service. The difference in price for the current Billing Period is not refunded (Article 13.3).

12.9 The Provider will not carry out the change where a technical obstacle prevents it, in particular where the Customer's Content exceeds the capacity of the target plan. The Provider will alert the Customer to such an obstacle before the change is made.

Article 13 - Termination by the Customer

13.1 The Customer may **terminate the Contract at any time** through the Customer Portal or by e-mail.

13.2 The termination takes effect **on the last day of the current Billing Period**. Until then the Service is provided unchanged.

13.3 **The Provider does not refund the pro-rata part of the price** for the unused part of the current Billing Period. This is without prejudice to a Consumer's rights under Part VIII.

Article 14 - Termination by the Provider

14.1 The Provider may terminate the Contract without giving a reason on **30 days' notice**.

14.2 In that case it will **refund the Customer the pro-rata part of the price** attributable to the unused part of the Billing Period, within 14 days of the Contract ending.

Article 15 - Immediate termination for a serious breach

15.1 The Provider may **suspend the Service immediately or terminate the Contract immediately** where the Customer:

- stores or distributes illegal Content,
- seriously or repeatedly breaches the AUP,
- endangers the operation, security or good reputation of the Provider's infrastructure,
- gave untrue information material to the conclusion of the Contract.

15.2 On immediate termination under this Article **the Customer has no claim to a refund of the price paid** or of any part of it.

15.3 The Provider will give the Customer a **statement of reasons** for the measure under Article 15.1 in accordance with Article 20.4.

15.4 Where delaying the measure would risk causing harm, in particular in the case of manifestly illegal Content or of an attack in progress, the Provider may act **without a prior call for remedy**. Even in that case it will give the statement of reasons under Article 15.3 **at the latest at the moment the measure takes effect**.

15.5 Where the Provider acts on an order of a public authority under Article 9 of Regulation (EU) 2022/2065, or where a legal regulation prevents it from giving a statement of reasons, it will inform the Customer to the extent and at the time that order or regulation permits.

Article 16 - The fate of the data after termination

16.1 After the Contract ends the Customer must download the Content. The Provider will make the Content available for **14 days from the end of the Contract**, unless the termination was under Article 15 (Article 16.4). **On a request made within that period** the Provider will make the Content available **within 24 hours on working days** under Article 2.5 of the SLA. Where the Provider leaves the Service running during that period, **that is not the provision of the Service under the Contract** and the Contract is neither renewed nor extended by it; Articles 3 and 7 of the SLA (availability and the availability discount) **do not apply** to that period.

16.2 After the period under Article 16.1 expires the Provider **does not yet remove** the Content; it retains it further **until the 30th day from the end of the Contract**, solely so that **the Customer can restore the Service**. During that period the Content is no longer accessible to the Customer. The Customer can reach it in two ways:

- a) **by restoring the Service** - ordering the same Service at the price in the price list applicable at the time of the order; on restoration the Content becomes accessible again. This is a **new Contract** under

Article 4, not a continuation of the original one. **Backups from the period of the original Contract may no longer exist at the time of restoration:** the retention under Article 22.2 continues to run after the Contract ends. Restoration therefore returns the Content in the state it was in when the Contract ended, not the history of its earlier versions. **The Provider will alert the Customer to this on restoration;**

- b) **by having the Content made available for download on request**, without restoring the Service. Making it available in this way is charged according to the time actually spent and the period under Article 2.5 of the SLA does not apply to it.

16.3 On the expiry of the **30th day** from the end of the Contract the Content is **permanently deleted**. Backups are overwritten within their own retention cycle under Article 22.2, that is, normally sooner. If the Customer asks for deletion earlier, the Provider will delete the Content **without undue delay**.

16.4 Articles 16.1 to 16.3 do not apply:

- a) on termination under **Article 15** (serious breach) - the Content may be deleted without delay where the nature of the breach requires it;
- b) on cancellation of the Service under **Article 11.2** for non-payment - the fate of the Content is governed by Article 11.2, which gives the Customer an equally long period of 30 days and, in addition, warnings before deletion.

Part V - Rights and obligations

Article 17 - The Provider's obligations

17.1 The Provider undertakes to provide the Service with professional care and to the extent agreed in the Contract and in the specification of the Service.

17.2 The Provider operates all its infrastructure within the **European Union or the European Economic Area**.

17.3 The Provider provides technical support through the Customer Portal and by e-mail.

Article 18 - The Customer's obligations

18.1 The Customer must:

- use the Service in accordance with the Contract, the Terms, the AUP and the law,
- secure the rights it needs to the Content it stores,
- keep the software it operates updated and secure,
- deal with security incidents on its side without delay,
- not interfere with the Provider's infrastructure beyond the permissions granted.

18.2 The Customer is responsible for all Content it stores or makes available through the Service and for the conduct of persons to whom it has given access to the Service.

Article 19 - Acceptable use and prohibited Content

19.1 Detailed rules of use are set out in the **Acceptable Use Policy (AUP)**, which forms an integral part of the Contract.

19.2 The following in particular is **prohibited** through the Service:

- storing or distributing content contrary to law,
- sending unsolicited commercial communications (spam),
- running phishing, malware or other activity aimed at deceiving or harming third parties,
- carrying out attacks on network infrastructure or scanning systems belonging to others,
- mining cryptocurrencies,
- infringing copyright and industrial property rights,
- making available content whose nature is liable to damage the Provider's good reputation or to endanger the operation of its infrastructure.

The scope of these prohibitions and **the exceptions applying to individual Services** are set out in the **AUP** (Article 19.1).

19.3 The Provider may prevent access to Content that breaches Article 19.2 or remove it, and suspend the Service under the procedure in Article 15.

Article 20 - Reporting illegal Content

20.1 The Provider is a hosting service provider within the meaning of Regulation (EU) 2022/2065.

20.2 The **point of contact for users and for Member State authorities** is abuse@hostzone.eu and the form at <https://hostzone.eu/abuse/>. Communication takes place in Czech, English or Slovak.

20.3 Anyone may use that contact to report Content they consider illegal. The Provider **acknowledges** receipt of the report and **notifies the reporter of its decision** together with a statement of reasons.

20.4 Where the Provider decides to prevent access to Content or to suspend the Service, it will give the Customer a **clear and specific statement of reasons under Article 17 of Regulation (EU) 2022/2065, at the latest at the moment the measure takes effect**. The statement contains a description of the measure, its scope and duration, the facts relied on, information on whether automated decision-making was used, the legal or contractual basis, and information on the avenues of redress.

20.5 Where the Provider suspects a criminal offence threatening the life or safety of persons, it will inform the competent authorities without delay.

Article 21 - Fair use and limits

21.1 This Article applies to Services operated in a shared environment, that is, to web hosting, WordPress hosting, reseller hosting and e-mail hosting.

21.2 The resources allocated to the Service, in particular computing power, memory, the number of concurrent processes and the number of files, **vary with the plan chosen** and the Provider **enforces them technically at the level of the individual account**. The Customer can see the values allocated to its

Service in cPanel. Exhausting an allocated resource shows up as a slowdown of the Customer's Service and does not affect other customers.

21.3 Beyond Article 21.2 the Provider may intervene where use of the Service endangers the operation or security of the infrastructure or the quality of the Service for other customers.

21.4 Before restricting the Service the Provider will contact the Customer and offer a move to a more suitable variant of the Service. Restriction without prior warning is possible only where there is an imminent risk of an outage for other customers.

Article 22 - Backups

22.1 **Backups are an additional service provided without warranty.** They do not replace the Customer's own backups and the Customer must not rely on them as its only source of data recovery.

22.2 For shared hosting, WordPress hosting, reseller hosting and e-mail hosting the Provider takes backups **daily** with a retention of **14 days**. What is backed up is **the data needed to run the websites, applications and e-mail on the Service**.

22.3 **For the Services under Article 22.2 the Customer can carry out a restore itself in cPanel**, at any time and free of charge. On request the Provider will carry out the restore, likewise **free of charge and with no limit on the number of requests**; the period and the detail are set out in Article 12 of the SLA.

22.4 **For virtual servers (VPS), Raspberry hosting, hosted apps and dedicated servers the Provider takes no backups.** Backing up the data on those Services is entirely the Customer's responsibility.

22.5 The Provider is not liable for loss of data arising because a backup was not made, was incomplete or could not be restored, except where it caused that intentionally or through gross negligence.

22.6 Backups are intended to restore the operation of the Service. **Data unrelated to running the websites, applications or e-mail on the Service** - in particular archives and backup copies from other systems - **is not covered by the backups under Article 22.2**. Article 22.3 and Article 12 of the SLA do not apply to it, and backing it up is the Customer's responsibility.

Article 23 - Availability

23.1 The Provider **commits to availability of the Service of 99.9% per month**, for those Services covered by the SLA (Article 1.2 of the SLA); the method of measurement, the exclusions and the compensation for a failure to meet it are set out in the **SLA**. This does not apply to **Raspberry hosting**, for which the Provider does not guarantee a level of availability and for which the special regime under Articles 3.3 and 3.4 of the SLA applies instead.

23.2 Availability is **measured per calendar month**. The following in particular is **not counted** towards downtime:

- planned maintenance announced under Article 24,
- the time of suspension of the Service under Article 11 or 15,
- outages caused by the Customer, its applications or its configuration,
- outages caused by force majeure under Article 33.

The full list of exclusions is set out in **Article 6 of the SLA**.

23.3 Where availability falls below the agreed level, the Customer is entitled to an **availability discount** to be set off against the next Billing Period. The discount is granted **on a request made within 30 days** of the end of the month concerned and its amount is **capped at the monthly fee** for the Service concerned. Further conditions for the entitlement and for claiming it are set out in **Articles 7 and 8 of the SLA**.

23.4 The availability discount is the **sole remedy of a Customer who is a Business Customer** for a failure to meet availability; for **Raspberry hosting** that remedy is the pro-rata part of the price under Article 3.4 of the SLA. **The rights of a Consumer arising from defective performance under Part VIII and under the Civil Code are not affected.** The detail is set out in the **SLA**.

Article 24 - Planned maintenance

24.1 The Provider may carry out planned maintenance. It will announce it **at least 48 hours in advance** by e-mail or in the Customer Portal.

24.2 Planned maintenance is normally carried out outside working hours under Article 2.5 of the SLA.

24.3 The time of planned maintenance is **not counted towards downtime** under Article 23.

24.4 Where there is an immediate threat to security or operations, the Provider may carry out urgent work without prior notice and inform the Customer afterwards.

Part VI - Special arrangements for individual services

Article 25 - Shared hosting and WordPress hosting

25.1 The Service runs in a shared environment. The Provider may apply the limits under Article 21.

25.2 The Customer is responsible for the applications it runs on the Service, including their updates and security, unless expressly agreed otherwise.

Article 26 - Virtual servers, Raspberry hosting and dedicated servers

26.1 This Article applies to virtual servers (VPS), Raspberry hosting and dedicated servers. The Customer has administrator rights over the Service and **is responsible for the operating system, the software installed, its configuration and its security**.

26.2 **The Provider takes no backups** of these Services (Article 22.4). Network storage provided with the Service is space for the Customer's own backups, not backups performed by the Provider.

26.3 The Provider is not liable for unavailability caused by configuration or software on the Customer's side.

Article 27 - Reseller hosting

27.1 The reseller provides services to its end customers in its own name and on its own responsibility.

27.2 **The reseller is liable to the Provider for the conduct and the Content of its end customers** to the same extent as it would be for its own.

27.3 The reseller must bind its end customers by rules at least to the extent of the AUP and of Article 19.

27.4 The Provider may act directly against an end customer's Content where necessary to avert a breach of the law or to protect the infrastructure; it will inform the reseller of any such action.

Article 28 - E-mail hosting and hosted apps

28.1 The Customer must use the e-mail services in accordance with the rules on commercial communications and must not use them to send unsolicited mail.

28.2 The Provider may apply limits on the number of messages sent per unit of time and, where abuse is suspected, suspend sending.

28.3 For hosted apps the Provider supplies the application's operating environment and its initial installation. **Updates to the application and to the operating system, their configuration and their security are carried out by the Customer**, as with the Services under Article 26; the Customer also bears responsibility for the data and for how the application is used.

28.4 **The Provider does not back up hosted apps** (Article 22.4). Backing up the application's data is entirely the Customer's responsibility, as with virtual servers. The daily backups under Article 22.2 apply to e-mail hosting, not to hosted apps.

Article 29 - Domain names

29.1 The registration and administration of domain names is governed by the **Domain Registration Terms** and by **the rules of the relevant registries**, which prevail over these Terms in matters of a domain's life cycle.

29.2 The Provider registers domains through partner registrars. **The exception is the .sk domain**, for which the Provider is an accredited registrar (SK-NIC).

29.3 **The Customer is the holder of the domain**, not the Provider.

29.4 **Fees for the registration, renewal and transfer of a domain are non-refundable**, including where the Contract is withdrawn from under Part VIII, since the performance is supplied at the moment of registration at the registry.

29.5 The Customer acknowledges that failing to renew a domain within the set period may lead to its expiry and subsequently to its release or transfer to a third party under the registry's rules.

Article 30 - SSL certificates

30.1 SSL certificates are issued by certification authorities; the Provider arranges their issue.

30.2 The Customer must co-operate in the verification the certification authority requires. Failure to co-operate may result in the certificate not being issued.

30.3 **The Provider offers no voluntary money-back guarantee** on SSL certificates or on any other Service. This is without prejudice to a Consumer's rights under Part VIII.

30.4 The performance is complete at the moment the certificate is issued.

Article 31 - Migration

31.1 The Provider offers **free migration** of the Customer's data from another provider.

31.2 Migration is **a service provided on the basis of the Provider's voluntary co-operation; it gives the Customer no legal entitlement** and the Provider **does not guarantee its success** or that all functionality will be preserved.

31.3 Migration presupposes the Customer's co-operation, in particular providing credentials to the source system and agreeing a date.

31.4 The Provider is not liable for applications failing to work after migration where that is caused by differences in the previous provider's environment.

Part VII - Liability

Article 32 - Limitation of liability

32.1 The Provider is liable for harm caused by breaching its obligations to the extent laid down by law and by these Terms.

32.2 **The total amount of compensation is limited to the sum the Customer has paid for the Service concerned over the last 12 months** preceding the event giving rise to the harm.

32.3 The Provider is not liable for lost profit, loss of business opportunities, loss of goodwill, or indirect and consequential harm.

32.4 The limitations under Articles 32.2 and 32.3 **do not apply** to harm caused intentionally or through gross negligence, to harm to a person's natural rights, or in other cases where the law does not permit them. **Against a Consumer the limitation applies only to the extent the law allows.**

32.5 The Provider is not liable for the Customer's Content or for harm arising from its storage or distribution.

Article 33 - Force majeure

33.1 The Provider is not liable for failing to perform its obligations because of circumstances excluding liability, in particular a natural event, a failure in the supply of electricity or connectivity outside its infrastructure, a large-scale cyberattack, a strike, or a decision of a public authority.

33.2 The Provider will inform the Customer without undue delay when such a circumstance arises and when it ends.

Part VIII - Special provisions for consumers

The provisions of this Part apply **only to Customers who are Consumers** and, where they conflict, prevail over the other Parts of the Terms.

Article 34 - Pre-contractual information

34.1 Before the Contract is concluded the Provider informs the Consumer in particular of:

- the identity and contact details of the Provider (Article 1),
- the main characteristics of the Service according to its specification on the website,
- the total price including taxes and all fees (Article 7),
- the method of payment and the time of provision of the Service (Articles 9, 12),
- the terms of automatic renewal and how to cancel it (Article 12),
- the conditions, period and procedure for exercising the right of withdrawal (Article 35),
- the rights arising from defective performance and the complaints procedure (Article 36),
- out-of-court dispute resolution (Article 37),
- the fact that the Contract is held by the Provider and that the Consumer receives its wording **on a durable medium** as an annex to the order confirmation under Article 4.5; proforma invoices and tax documents are made available to the Consumer in the Customer Portal under Article 9.3.

34.2 The Contract is concluded in Czech, English or Slovak at the Consumer's choice; the Czech wording is binding (Article 44).

Article 35 - Withdrawal within 14 days

35.1 The Consumer has the right to **withdraw from the Contract within 14 days** of its conclusion, without giving a reason and without penalty.

35.2 To withdraw, the Consumer may use the **model form** in Annex 1 to these Terms; **any other unequivocal statement** will do as well. The withdrawal may be sent by e-mail to support@hostzone.eu or by post to the Provider's registered office; a fillable version of the form is at <https://hostzone.eu/en/withdrawal/>. The period is met if the withdrawal is sent before it expires. The Provider **recommends** sending the withdrawal from the e-mail address held for the Customer's account; where it comes from another address, the Provider may request verification of the Consumer's identity, which is without prejudice to the period under Article 35.1 or to it being met by sending.

35.3 Where the Consumer has **expressly requested that the provision of the Service begin before the period** under Article 35.1 expires and has been informed of the consequences:

- on withdrawal they must pay the pro-rata part of the price for the performance supplied up to the moment of withdrawal,
- **the right of withdrawal is lost** once the performance has been supplied in full.

35.4 The Consumer gives the consent under Article 35.3 by ticking the relevant box in the order form.

35.5 The right of withdrawal **does not apply** to fees for the registration, renewal and transfer of domain names (Article 29.4) or to SSL certificates that have already been issued (Article 30.4).

35.6 The Provider will return the funds received within 14 days of the withdrawal, by the same means by which it received them, unless the parties agree otherwise.

Article 36 - Rights from defective performance and complaints

36.1 The Consumer may report a defect in the Service to support@hostzone.eu or through a ticket in the Customer Portal.

36.2 The Provider will give the Consumer confirmation of the complaint stating the date, the content of the complaint and the manner of settlement requested.

36.3 **The complaint will be settled within 30 days** of being made, unless the parties agree a longer period. The Provider will notify the Consumer of the settlement.

36.4 A complaint about unavailability is assessed under Article 23 and the SLA.

Article 37 - Out-of-court dispute resolution

37.1 The body competent for the out-of-court resolution of consumer disputes arising from the Contract is the **Czech Trade Inspection Authority**, registered office at Štěpánská 796/44, 110 00 Prague 1, Czech Republic, website <https://www.coi.cz>.

37.2 The Consumer may turn to the Czech Trade Inspection Authority where the dispute cannot be resolved directly with the Provider.

Article 38 - Supervisory authorities

38.1 Supervision of compliance with consumer protection legislation is exercised by the **Czech Trade Inspection Authority**.

38.2 Supervision in the field of personal data protection is exercised by the **Office for Personal Data Protection**.

38.3 Supervision of trade licensing is exercised by the competent **trade licensing office**.

Part IX - Personal data

Article 39 - Processing of personal data

39.1 The processing of the Customer's personal data as a data subject is described in the **Privacy Policy**.

39.2 Where the Customer stores third parties' personal data through the Service, it is the **controller** in relation to that data and the Provider is a **processor**. The rights and obligations are governed by the **Data Processing Agreement (DPA)**, which forms an integral part of the Contract.

39.3 The current list of sub-processors is published on the Provider's website. The Provider gives notice of an intended change **at least 30 days in advance** in the manner set out in Article 41; within that period

the Customer may raise an objection under the procedure in Article 8.6 of the DPA.

39.4 All processing takes place within the **EU/EEA**; no transfer to third countries occurs. **This does not apply where the Customer itself activates an optional third-party service under Article 8.4 of the DPA; in that case it is the Customer who brings that provider into the processing and who is responsible for it.**

Part X - Final provisions

Article 40 - Changes to the Terms and to prices

40.1 The Provider may change the Terms. It will notify the Customer of a change **at least 30 days before it takes effect**, by e-mail and by publication on the website.

40.2 Where the Customer does not agree with the change, it may **terminate the Contract free of charge** by the day the change takes effect. In that case the Provider will refund the pro-rata part of the price for the unused period.

40.3 Where the Customer does not terminate the Contract under Article 40.2, it is deemed to agree with the change.

40.4 **A change to the price of a Service already being provided** is notified in the same way and takes effect **no earlier than from the next renewal** of the Service following the expiry of the period under Article 40.1. For the renewal the decisive price is the one stated on the proforma invoice for the renewal issued under Article 9.2; a later change to the price list does not apply to that renewal. That invoice, together with the reminders under Article 12.5, constitutes the notice under Article 40.1; **no separate notice of the price list change is required alongside it.**

40.5 **An update of the price list for new orders is neither a change to the Terms nor a change of price under Article 40.4** and is not subject to the period under Article 40.1. The price published at the time the order is sent applies to the Contract (Article 7.1).

Article 41 - Delivery

41.1 Communication between the parties takes place **electronically**, to the Customer's e-mail address given in the Customer Portal and to the Provider's addresses under Article 1.

41.2 A message sent to an e-mail address under Article 41.1 is deemed **delivered on the following working day** (Article 2.5 of the SLA) after it is sent.

41.3 The Customer must keep its contact e-mail address current and working. Non-delivery caused by breaching that obligation is at the Customer's expense.

Article 42 - Assignment

42.1 The Customer may not assign the Contract or any receivables under it without the Provider's prior written consent.

42.2 The Provider may assign the Contract to its legal successor; it will inform the Customer of the assignment in advance. Where the Customer is a Consumer, it may in that case terminate the Contract free of charge.

Article 43 - Governing law and jurisdiction

43.1 The Contract and the Terms are governed by **the law of the Czech Republic**.

43.2 In disputes with Business Customers the **courts of the Czech Republic** having jurisdiction over the Provider's registered office are competent.

43.3 **As regards Consumers**, the protection afforded by the mandatory provisions of the law of the State of their habitual residence is not affected, nor is the jurisdiction of the courts under consumer protection legislation.

Article 44 - Language versions

44.1 The Terms are issued in Czech, English and Slovak.

44.2 **The Czech wording is binding**. The English and Slovak versions are informative translations; where they conflict, the Czech wording prevails.

Article 45 - Effect

45.1 These Terms take effect on **1 September 2026**.

45.2 The Terms are available on the Provider's website and the Customer may download and save them at any time.

Annex 1 - Model withdrawal form

Fill in this form and send it only if you wish to withdraw from the contract. **The quickest way is to e-mail it to support@hostzone.eu**; it may also be sent by post to the Provider's registered office. You may also withdraw without this form, by any other unequivocal statement.

The form can also be filled in directly on the website at <https://hostzone.eu/en/withdrawal/> and sent from there by e-mail or printed; the data entered stays in the Consumer's browser and nothing is sent to the Provider from that page. A **fillable PDF version of this form** is available for download at the same address.

To:

HOSTZONE s.r.o.

Příčná 1892/4, Nové Město, 110 00 Praha 1, Czech Republic

support@hostzone.eu

I hereby give notice that I withdraw from the contract for the provision of the following service:

Service:

Date of order:

Order / invoice number:

Consumer's name and surname:

Consumer's address:

E-mail given in the order:

Consumer's signature (only if sent on paper):

Date:

Annex 2 - Overview of periods

Situation	Period
Activation of the service	immediately; Raspberry hosting and dedicated servers within 3 working days
Proforma invoice for renewal	issued 30 days before renewal
Tax document	on the day payment is received
Reminder of automatic renewal	30 and 5 days in advance
Change of Service plan	higher immediately, lower at the next renewal
Suspension for non-payment	5 days after the due date
Reminder of an unpaid proforma invoice	3, 7 and 14 days after the due date
Warning before data is deleted	on suspension, 7 days before, 1 day before
Deletion of data for non-payment	30 days after the due date
Data made available after the contract ends	14 days
Data retained so the Service can be restored	30 days from the end of the contract
Backup retention	14 days
Notice of termination by the provider	30 days
Consumer withdrawal	14 days from concluding the contract
Refund after withdrawal	14 days
Settlement of a complaint	30 days
Request for an availability discount	30 days from the end of the month
Announcement of planned maintenance	48 hours in advance
Notice of a change of sub-processors	30 days in advance
Notice of a change to the terms or to the price of a service already provided	30 days in advance
Update of the price list for new orders	no period; the price published at the time of the order applies (Article 40.5)