

Terms of service

These Terms and Conditions constitute a public offer. Ordering and paying for services constitutes acceptance of this offer.

01 DEFINITIONS

- 1.1. Instinct CLOUD: IE Procopciuc Chiril, Taxpayer Identification Number (INN): 9000086616, user of these Terms of Service, hereinafter referred to as Instinct CLOUD.
- 1.2. Customer: the counterparty of Instinct CLOUD, hereinafter referred to as CUSTOMER.
- 1.3. Services: the Services leased by CUSTOMER from Instinct CLOUD are set out in the (online) Order (also referred to as Agreement).
- 1.4. Terms of Service: the provision of the general terms and conditions, and the policies and guidelines to clarify how the Services may be used are set out in the Terms of Service ('TOS').

02 SERVICE CHARGES

- 2.1. For the use of the Services, CUSTOMER shall pay a recurring service charge to Instinct CLOUD, as specified in the (online) Order.
- 2.2. All prices are in Euro (€) exclusive of VAT, exclusive of third-party involvement (e.g., bank transactions or (online) payment provider fees), and any other taxes or duties to be levied by the government. All services must be paid by CUSTOMER in that currency, unless otherwise agreed.
- 2.3. Instinct CLOUD has the right to change the rates charged to CUSTOMER. CUSTOMER will be notified of these changes by means of email and/or Instinct CLOUD's website at least one (1) month before they take effect. CUSTOMER is entitled to terminate the Agreement on the day that the change takes effect, provided the price change represents an increase in price.
- 2.4. Payment (based on prepayment) must be made within fourteen (14) days of the invoice date in a manner designated by Instinct CLOUD.
- 2.5. In case of a service going unpaid, the service will firstly be suspended. To resume service, the service payment must be made. The service renewal starts from the date the previous paid period ends.
- 2.6. If CUSTOMER did not select an automatic service prolongation, it must be prolonged manually. In case of a disabled automatic service prolongation, when service validity is over, it is suspended. In case of an automatic service prolongation, it is sufficient to add a balance in the amount sufficient to prolong the service for a period, which was selected for the automatic service prolongation.
- 2.7. Instinct CLOUD reserves the right to delete a service if it has been suspended due to non-payment, and no payment has been received for service renewal during the rental period. In such cases, Instinct CLOUD reserves the right to delete the suspended service within the following timeframes:

- Dedicated server — after 10 days;
- Virtual server (VPS) — after 14 days;
- Virtual hosting — after 30 days;
- Cloud VPS/VDS:
 - *if the service was active for more than a week — after 7 days;
 - *if the service was active for less than a week — after 3 days.
- 2.8. Initial setup payment. In certain cases, an additional fee may be charged for the initial setup of servers. This fee is non-refundable.

03 TERMS AND TERMINATION

- 3.1. The Agreement is entered into for a fixed period of time, unless the nature or essence of the terms provided dictates an indefinite period of time.
- 3.2. At the end of the term, the Agreement shall be renewed for successive terms equal to the initial term, unless either party notifies the other in writing that it does not agree to a renewal of the Agreement with a notice period of at least one (1) day.
- 3.3. Instinct CLOUD is entitled to (partially) suspend fulfillment of its obligations or to dissolve the Agreement, if:
 - CUSTOMER fails to fulfill its obligations under the Agreement, or fails to do so in full or on time;
 - After conclusion of the Agreement, Instinct CLOUD has become aware of certain information; or
 - Has good reason to believe that CUSTOMER will not be able to fulfill its obligations.
- 3.4. Upon termination or expiration of the Agreement:
 - Instinct CLOUD shall cease to provide all Services;
 - Instinct CLOUD shall be entitled to erase and delete all of CUSTOMER's data from Instinct CLOUD's equipment; and
 - Instinct CLOUD shall be entitled to make the equipment available for use by other customers.
- 3.5. The competent courts of the Latvia shall have exclusive jurisdiction to hear and determine any suit, action, or proceedings, and to settle any disputes which may arise out of, or in connection with, the Agreement or other agreements or other legal relationships resulting therefrom.
- 3.6. These TOS can be sent by Instinct CLOUD on request to CUSTOMER. The TOS can also be consulted and stored by means of the Instinct CLOUD website.
- 3.7. The most recently filed version of these Conditions will apply or, as the case may be, the version applicable when the CUSTOMER'S legal relationship with Instinct CLOUD began applies.
- 3.8. Instinct CLOUD is entitled to unilaterally amend (part of) the Agreement and its supporting documentation. Such amendment also applies to existing Services, unless Instinct CLOUD states otherwise. The amendment comes into effect on the date of an announcement or on a later date as stated in the announcement.
- 3.9. Instinct CLOUD retains the right to suspend the robot account if the user remains inactive for more than 12 months.

04 USE OF SERVICES

- 4.1. It is prohibited to engage in brute-force attacks, port scanning, unsolicited electronic communications (spam), distribution of malware, participation in hacking, cracking, phishing, or any other activities that violate applicable Pridnestrovian Moldavian Republic laws, further called PMR.
- 4.2. The storage, distribution, or transmission of malicious software, including but not limited to computer viruses, ransomware, spyware, or any harmful code, is strictly prohibited.
- 4.3. Cryptocurrency mining, including CPU/GPU mining or running mining pools, is prohibited unless explicitly permitted within the specific service plan and compliant with applicable PMR energy and sustainability regulations.
- 4.4. When ordering a Service with a test or trial period, the Provider reserves the right to suspend or terminate the trial Service and delete related data in the event of CUSTOMER inactivity, in accordance with applicable PMR consumer protection rules.
- 4.5. VDS/VPS servers may not be used for DDoS attacks or other malicious activity, nor for any actions prohibited under the laws of the PMR.
- 4.6. The Provider reserves the right to limit network bandwidth to 10–100 Mbps or temporarily block the server in cases of sustained abnormal network activity causing prolonged equipment load above 90% or exceeding fair-use traffic limits (10 TB for VPS/VDS and 25 TB, 100 TB, or unlimited for dedicated servers depending on the tariff plan), in accordance with EU fair-use policies.
- 4.7. The Provider reserves the right to reduce channel speed to 10–30 Mbps or temporarily disable the server if prolonged excessive network usage causes network infrastructure load exceeding 90%.
- 4.8. All received abuse reports will be forwarded to CUSTOMER with a mandatory response period. If a service is suspended due to a violation and CUSTOMER provides no response within 7 days, the Provider may delete or reassign the server, in compliance with PMR data retention and privacy rules.
- 4.9. The Provider may refuse or discontinue service if CUSTOMER's content or software is deemed illegal, harmful, indecent, or violates these Terms of Service. Access to the service may be restricted, suspended, or deleted, and CUSTOMER will be informed in accordance with EU consumer notification requirements.
- 4.10. Creating or operating multiple CUSTOMER accounts by the same owner without prior approval is prohibited.
- 4.11. Any fraudulent activity, including but not limited to phishing, pharming, scam shops, sale of counterfeit documents, financial pyramids, or HYIP projects, is strictly prohibited.
- 4.12. The storage, distribution, or display of child sexual abuse material, bestiality, necrophilia is strictly prohibited.
- 4.13. Operating public proxies, TOR exit nodes, open DNS resolvers, open SMTP relays, or any other services that can be used by third parties for anonymization or attacks is prohibited.
- 4.14. Chia (proof-of-space) plotting/farming and any other storage-intensive mining or farming activities that cause excessive wear on SSD/NVMe drives are prohibited.

- 4.15. Using the services to organise, participate in, or facilitate Distributed Denial of Service (DDoS) attacks — including so-called “stress testing” of third-party resources without written consent of their owner — is strictly prohibited.
- 4.16. Hosting or distributing content that promotes terrorism, violence, or discrimination on grounds of race, ethnicity, religion, or gender is prohibited.
- 4.17. Using the services for SMS/VoIP spam, fraudulent call centres, or voice phishing (vishing) is strictly prohibited.
- 4.18. In the event of detected violations, the Provider reserves the right to immediately block access to the server/website.
- 4.19. The CUSTOMER must respond to critical abuse complaints (child abuse material, terrorism, imminent threat to life) within 24 hours. Failure to respond will result in immediate termination of services and disclosure of data to authorities.
- 4.20. Hosting or distributing non-consensual intimate imagery (including deepfake pornography) is prohibited in accordance with the Digital Services Act and forthcoming provisions of the AI Act.

05 MISCELLANEOUS CLAUSES

- 5.1. In compliance with the relevant Data Protection Legislation, CUSTOMER’s Personal Data is confidential.
- 5.2. Instinct CLOUD reserves the right to suspend the Services and may suspend CUSTOMER’s right to access to the Service in order to perform maintenance.
- 5.3. CUSTOMER acknowledges that Instinct CLOUD will, from time to time, need to perform (emergency) maintenance in order to ensure a proper performance of the network, data centre, and the Services, and that such maintenance may affect the provision of the Services to CUSTOMER.
- 5.4. Instinct CLOUD reserves the right to relocate the Services as well as the right to (temporarily) suspend the Services in connection with such relocation.
- 5.5. Instinct CLOUD does not guarantee any service availability and does not guarantee that the proposed software or any other materials do not contain system errors. Instinct CLOUD shall undertake all reasonable efforts and measures to prevent this.
- 5.6. Instinct CLOUD shall not be liable for direct or indirect losses caused to CUSTOMER as a result of the use or inability to use Services, or losses incurred as a result of errors, omissions, downtimes, deletion of files, defects, delays in data processing or transfer, feature changes, and other reasons. Instinct CLOUD does not guarantee acceptance of CUSTOMER’s email from remote networks, or determine which IPs are black-listed and ignored by Instinct CLOUD’s email client.
- 5.7. Instinct CLOUD is not liable for the quality of public communication channels which are used to access the Services.
- 5.8. CUSTOMER assumes full liability and risks related to Internet use by the Services, including the liability for assessing accuracy, completeness and usefulness of any opinions, ideas, and any other information, as well as the quality and properties of products and services distributed on the Internet and provided to CUSTOMER through the Services.

- 5.9. CUSTOMER is fully responsible for security of its password and for losses that may arise due to its unauthorized use. Upon login and password theft through the fault of a third party, CUSTOMER has the right to send a request to Instinct CLOUD to change the login and password with a mandatory attachment of the relevant financial document confirming payment for the Services. Instinct CLOUD shall not be liable for the actions of third parties resulting in theft, and CUSTOMER shall inquire with the relevant investigation and law enforcement agencies to reimburse the money spent during the period in which it was stolen.
- 5.10. Instinct CLOUD is not responsible for notifying any third party about stopping access to the Services for CUSTOMER and for possible consequences resulting from the absence of such a warning.
- 5.11. Instinct CLOUD fulfils CUSTOMER's requests sent only from CUSTOMER's contact email or from the service area (billing account) on Instinct CLOUD's official website. The email address specified during registration on Instinct CLOUD's official website is considered the contact email. CUSTOMER can request changing the contact email in the registration database from the service area (personal account) on Instinct CLOUD's official website.
- 5.12. In exceptional cases, CUSTOMER verification may be required by confirming the account phone number with the help of an incoming call from our operator or robot at the final stage of order placement after payment is made.
- 5.13. All information about the payer provided by CUSTOMER to Instinct CLOUD must be complete, reliable, and accurate.
- 5.14. The CUSTOMER warrants that the cryptocurrency with which they make the payment to Instinct CLOUD is of legal and legitimate origin, freely traded and transferred, and has no connection with criminal activity, money laundering, or terrorist financing.
- 5.15. Partners are prohibited from displaying ads in Google, Yandex, and other systems for any branded queries containing "Instinct CLOUD" or any of its variations. They must exclude such queries in advance using negative keywords and advertising system settings. Instinct CLOUD may check search results at any time. If a partner's ads are found for branded queries, the partner may be removed from the referral program and their commission revoked; repeated violations will result in complete termination of cooperation.

06 REFUNDS

- 6.1. If CUSTOMER declines the Services provided within 30 days from the starting date of using the Services, Instinct CLOUD shall undertake actions to refund the unused funds, granted the account is not blocked for violation of the TOS, and a domain name, software license, or server rent is not ordered. Otherwise, Instinct CLOUD shall not refund any unused funds.
- 6.2. In case of refund, discounts are taken into account if activated when paying for the Services, i.e., only the actual paid amount is returned (without bonuses, etc.). The cost of installation, control panels, prepayment, and basic fee for IP addresses and DNS service for hosting and reselling, domain names, administration, additional HDD, and other Services are not refundable. Only VDS is eligible for refund.

- 6.3. Refunds are made within 30 days using the method chosen by Instinct CLOUD.
- 6.4. Any third-party payment (gateway) or transaction fee is also deducted from the refund amount.
- 6.5. If, through the refunded client fault, Instinct CLOUD incurs losses (disabled servers, networks, IP blacklisting, etc.) the amount of costs, dependent on each specific case, is deducted from the refunded amount.
- 6.6. No refund is made if Services are blocked due to violations of this TOS, including:
- 6.7. No refund will be made to the CUSTOMER if the interruption in the provision of the Services is caused by the following events
 - Force Majeure;
 - The CUSTOMER stores or transmits content that is unlawful, harmful, discrediting or infringes the rights of others;
 - The actions of the CUSTOMER violate the rules for the provision of services under this AGREEMENT;
 - The CUSTOMER's actions have jeopardised the security, stability or performance of Instinct CLOUD's servers;
 - The CUSTOMER has engaged in illegal activities or activities that interfere with the provision of services to other customers;
 - The failure occurred in environments controlled by the CUSTOMER;
 - Repeated disregard by the CUSTOMER of the instructions of specialists regarding the use of the services provided by Instinct CLOUD;
 - Use of the service for purposes for which it was not intended;
 - Performing a Denial of Service (DoS) or Distributed Denial of Service (DDoS) attack by a third party;
 - The CUSTOMER has been caught engaging in any form of unauthorised distribution (spam);
 - The CUSTOMER has violated the norms of etiquette, namely the use of vulgar language in telephone conversations or correspondence with Instinct CLOUD specialists.
- 6.8. No refund is made if the payment was made using cryptocurrency.

07 GOVERNING LAW AND CONDITIONS

- 7.1. All agreements between CUSTOMER and Instinct CLOUD are governed by the laws of the PMR.
- 7.2. The competent courts of the PMR shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of, or in connection with, the Agreement or other agreements or other legal relationships resulting therefrom.
- 7.3. These TOS can be sent by Instinct CLOUD to CUSTOMER on request. The TOS can also be consulted and stored by means of Instinct CLOUD's website.
- 7.4. The most recently-filed version of these Conditions will apply or, as the case may be, the version applicable when the legal relationship with Instinct CLOUD began applies.

- 7.5. Instinct CLOUD is entitled to unilaterally amend (part of) the Agreement and its supporting documentation. Such amendment also applies to existing Services, unless Instinct CLOUD states otherwise. The amendment comes into effect on the date of an announcement or on a later date as stated in the announcement.