TRANSLATION NOTICE

This document has been automatically translated from Polish to English using artificial intelligence for informational purposes only.

In the event of any discrepancies, inconsistencies, or conflicts between the English and Polish language versions of this document, **the Polish language version shall prevail and constitute the sole legally binding version**.

For official and legally binding information, users are advised to consult the original Polish language document.

Users who do not understand Polish are advised to seek independent legal advice before accepting these terms.

TERMS OF SERVICE (TOS)

For the platform/website/service/services located at the " voxigames.com" domain

This document is part of a set of documents:

a. Terms of Service (TOS)
b. Privacy Policy (PP)
c. Service Level Agreement (SLA)
d. Fair Use Policy (FUP)

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§ 1. DEFINITIONS

1.1. Operator:

a. VoxiHost DANIEL MARSZAŁKOWSKI
b. ul. 3 Maja 29, 62-500 Konin, Poland
c. **Tax ID (NIP):** 6653080651 | National Business Registry ID (REGON): 542936383
d. **E-mail:** support@voxigames.com

operating the VoxiGames service (hereinafter referred to as "VoxiGames" or the "Operator").

1.2. Client: A person using the Services. This may be:

a. An adult natural person or a natural person who has reached the age of 16 and has obtained the consent of their statutory representative (parent/guardian).
b. A legal entity (e.g., a limited liability company).
c. An organizational unit without legal personality (e.g., an association).

1.3. Consumer: A natural person using the Services for purposes not related to their business or professional activity (e.g., a Client purchasing a server for a private project/game).

1.4. Digital Service: A service provided electronically by the Operator, consisting of the provision, processing, or storage of data in digital form. Within the VoxiGames service, the Digital Service is exclusively the **Game Server** (game server hosting along with allocated resources and the Game Panel).

1.5. Credits (Virtual Wallet/Service Points): Credits are digital content within the meaning of Article 2 point 5 of the Consumer Rights Act, acquired through a contract for the supply of digital content. They constitute an electronic voucher that can be exchanged for Digital Services offered by the Operator. Credits have no monetary value outside the VoxiGames ecosystem. They are not electronic money (within the meaning of Article 2 point 21a of the Payment Services Act) nor a financial instrument. The acquisition of Credits constitutes the immediate delivery of digital content to the Client's Wallet. **Credits funds are non-exchangeable for cash, non-withdrawable, and non-transferable to third parties.**

1.6. Payment Operator: An external entity providing online payment intermediation services to the Operator and the Client (transfers, cards, BLIK). The Payment Operator is the sole administrator of the Client's payment data and is subject to separate regulations and privacy policy.

1.7. Terms / TOS: This document setting out the rules for the provision of Services.

1.8. Client Panel / Service: The platform available at VoxiGames.com, through which the Client manages the Services and the Account.

1.9. Account: The Client's individual account in the Client Panel, enabling access to and management of the Services.

1.10. Agreement: The agreement concluded between the Operator and the Client, comprising:

a. The contract for the supply of digital content (Credits), concluded at the moment of topping up the Wallet,
b. The contract for the provision of Digital Services (Game Server), concluded at the moment of activating the Service using Credits funds.

1.11. Billing Period: A period of one month, commencing on the date of Service activation and automatically renewed, for which the Reservation Fee and Runtime Fees are charged.

1.12. Related Documents: The set of documents governing cooperation between the Operator and the Client, listed in the header of this document.

1.13. Parties: The Operator and the Client, jointly referred to as the Parties to the Agreement.

1.14. Abuse: Using the Services in a manner that violates the law, the Terms, or the rights of third parties, in particular:

a. sending spam,
b. DDoS attacks,
c. phishing,
d. hosting illegal content,
e. copyright infringement,
f. attempts to break into other systems.

1.15. Fraud: Actions aimed at extorting Services or funds, including:

a. payments using a stolen credit card,
b. unjustified Chargeback,
c. impersonating another person,
d. falsifying verification documents.

1.16. Reservation Fee: A fixed monthly fee for reserving resources allocated to the Service (vCPU, RAM memory, NVMe disk space, backup slots) for the Client. The fee **does not depend on whether the Game Server is running at any given time**. For each Billing Period, the Operator issues an invoice for the Reservation Fee (Reservation Invoice), paid automatically from the Client's Credits balance. An invoice that cannot be paid due to an insufficient Credits balance remains open (Open Invoice) - the rules for suspending and deleting the Service in such a situation are specified in §5.4.

1.17. Runtime Fee: A fee charged for the time the Game Server is actually running, deducted from the Credits balance. Billing takes place for each **started hour** - the fee for the full hour is charged in the very first second of the server's operation in that hour. Stopping the Game Server halts the charging of the Runtime Fee.

1.18. Hard Cap (Monthly Limit): The maximum total amount the Client can pay for a given Service in a single Billing Period (Reservation Fee along with Runtime Fees). Upon reaching the Monthly Limit, further operation time of the Game Server in that Billing Period is not charged. The amount of the Monthly Limit for individual plans is specified in the offer on the VoxiGames.com website.

1.19. Game Server: A service provided by the Operator, used for playing games over the Internet, installed on the Operator's infrastructure and managed by the Client via the Game Panel. The catalog of supported games is open and subject to change - the current offer is published on VoxiGames.com. The choice of game and server configuration rests with the Client.

1.20. Game Panel: A web-based panel made available to the Client as part of the Game Server, used to manage the server (starting, stopping, console, files, backups), also available in the form of SFTP/FTP access and a remote console.

1.21. Slots: The maximum number of End Players who can simultaneously participate in gameplay on a given Game Server, specified in the specification of the purchased Service.

1.22. Fair Share (Shared Resources): A model in which the hardware resources of a physical node (processor, RAM memory, disk array, network connection) are shared among the Services of multiple Clients, while maintaining the principle of fair access.

1.23. Mods and Plugins: Third-party software installed by the Client on the Game Server to expand its functionality, downloaded from sources external to the Operator.

1.24. EULA: End User License Agreement - a set of conditions set by the game publisher, distribution platform, or platform operator, which govern the use of a given game and its multiplayer server.

1.25. End Player: A third party who connects to the Client's Game Server to participate in gameplay, who is not a Client. Regarding the personal data of End Players, the Client acts as the Controller and the Operator solely as the Processor (details: Privacy Policy § 12).

1.26. Traffic Filtering (Anti-DDoS): A set of technical mechanisms used by the Operator to detect and reject malicious network traffic directed at Game Servers, including temporary traffic cutting (Null-route/Blackholing).

1.27. Trial Service: A free, time-limited Service provided in order to get acquainted with the operation of the Game Server. Trial Services are not covered by the SLA guarantee and may be terminated at any time.

§ 2. INTRODUCTORY PROVISIONS

2.1. Availability of the Terms: The Terms and Related Documents are available free of charge on the main VoxiGames.com website in the website footer and in the Client Panel after logging in, in a form that allows downloading, saving, and printing. The Operator makes the Terms available before the conclusion of the agreement and upon each request of the Client.

2.2. Scope of Application: These Terms of Service constitute an integral part of the set of Related Documents and apply exclusively within the website available under the VoxiGames.com domain, whose business subject is game server hosting. This document does not apply to other services, projects, or websites run by the Operator under other addresses.

2.3. Integrity: These Terms constitute an integral part of the Related Documents.

2.4. Purpose: The purpose of the Terms is to define the general rules of cooperation, the rights and obligations of the Parties, and the rules for the electronic provision of Digital Services.

2.5. Acceptance: Registration of an Account or ordering a Service is tantamount to full acceptance of the Terms and all Related Documents. In the event of changes to the Terms or Related Documents, the Client will be notified in accordance with §10.1. Failure to object within 30 days of notification constitutes acceptance of the changes. The Client has the right to terminate the agreement in the event of non-acceptance of the changes without incurring additional costs.

2.6. Legal Basis: The Terms comply with applicable Polish and EU law, in particular with:

a. The Act of 23 April 1964 - Civil Code,
b. The Act of 30 May 2014 on Consumer Rights,
c. The Act of 18 July 2002 on the Provision of Services by Electronic Means,
d. Regulation (EU) 2016/679 (GDPR),
e. Regulation (EU) 2022/2065 (DSA).

2.7. Technical Requirements: To use the Services, it is necessary to have a device with Internet access, a correctly configured web browser (e.g., Chrome, Firefox) supporting Cookies and JavaScript, and an active e-mail account.

§ 3. USER ACCOUNT AND SECURITY

3.1. Registration: A condition for using the Services is setting up an Account on the website. **Registration is free of charge.** Persons aged 16-18 are required to obtain the consent of their statutory representative (parent/guardian). If the Client indicates an age below 18, the Operator will contact them to verify the consent of the statutory representative.

3.2. Login Data Security:

a. The Client is obliged to keep the access data to the Account confidential and to apply appropriate security measures (a strong password of at least 12 characters containing uppercase and lowercase letters, numbers and special characters, 2FA).
b. **Towards Clients who are not Consumers:** The Operator shall not be liable for damages resulting from the disclosure of login data to third parties or their theft as a result of the Client's negligence (e.g. using the password "123456", "password", saving the password in unencrypted form in a text file on the desktop, sharing the password with an employee without supervision).
c. **Towards Consumers:** The Operator shall be liable in accordance with the general principles of the Civil Code. The exclusion of liability applies solely to damages resulting from gross negligence or intentional misconduct on the part of the Consumer. Gross negligence shall be deemed to include in particular:
    i. conscious disclosure of the password to unauthorized persons,
    ii. providing login data in response to a phishing message despite explicit warnings,
    iii. using the same password as for other services that have been previously leaked (available in breach databases),
    iv. intentional disabling of 2FA despite prior enablement with awareness of the risk.

The Operator shall not be liable for damages resulting from hacker attacks exploiting vulnerabilities in the Client's device security (e.g. keylogger, trojan), provided that the Operator has demonstrated due diligence in securing the infrastructure on its side.

3.3. Single Account Rule: Creating multiple accounts by a single Client (Multi-accounts) without a justified business reason is prohibited. It is permitted to hold: one personal Account (as an individual/consumer) and one business Account (as an entrepreneur), provided that they are associated with different e-mail addresses and serve separate purposes. The creation of additional accounts requires the Operator's consent.

3.4. Identity Verification (KYC):

a. **Purpose of verification:** Identity verification (KYC) is the Operator's tool used to prevent abuse, fraud and to protect the infrastructure against criminal activities. The Operator applies KYC to the extent it deems justified - in particular in matters of establishing and continuing cooperation and in the cases indicated below:
   i. access to Trial Services,
   ii. suspicion of a breach of the Terms of Service or criminal activities,
   iii. "Amnesty" procedure (unblocking a service after a breach).

b. **Verification processor:** Identity verification is performed by an external entity, didit.me (https://didit.me), which acts as an independent controller of personal data regarding the verification process. didit.me processes verification data (identity documents, selfies) solely for the purpose of confirming identity.

c. **Scope of processing by the Operator:** The Operator receives from didit.me solely:
   i. verification result (positive/negative),
   ii. access to verification data for a maximum period of 1 month in order to verify the authenticity of the process and generate its own cryptographic hash of the document data (irreversible, SHA-256/bcrypt), which the Operator stores locally.

d. After 1 month, the Operator stores exclusively the verification status, verification date, and the cryptographic hash of the document data.

e. **Legal basis:** Processing of the verification result: Article 6(1)(b) of the GDPR (performance of a contract). Storage of the hash: Article 6(1)(f) of the GDPR (legitimate interest in preventing re-registration of persons blocked for serious breaches).

f. **Right to object:** The Client has the right to refuse KYC verification. In such a case, the Operator has the right to refuse to establish or continue cooperation, as well as to refuse to provide Trial Services and to apply the Amnesty procedure (unblocking a service after a breach of the Terms of Service).

3.5. Risk Assessment and Refusal to Provide Services: The Operator reserves the right to refuse registration, service activation, or to block an Account in the event of obtaining credible information indicating a high risk to infrastructure security, in particular when:

a. the Client is on a list of persons/entities associated with cybercrime,
b. registration data are false or stolen,
c. the Client was previously blocked for serious breaches,
d. there is a justified suspicion that the services are being used for criminal activities.

Towards Consumers: The Operator shall inform them of the reasons for the refusal/block and enable them to submit explanations within 14 days. The Operator shall review the explanations within 7 business days and inform the Client of the final decision. In the event of upholding the refusal, the Consumer has the right to file a complaint (§8.2) and to out-of-court dispute resolution.

Towards Clients who are not Consumers: The Operator is not obliged to justify the decision.

3.6. Communication Culture: The Parties undertake to conduct communication (Support, E-mail) in a polite manner based on mutual respect and understanding. The Operator does not tolerate verbal aggression, profanity, or threats directed at the support staff. Gross violations of personal culture rules shall be deemed to include in particular:

a. punishable threats (Article 190 of the Penal Code),
b. insults (Article 216 of the Penal Code),
c. repeated (more than 3 times in a single conversation) use of profanity of an invective nature towards employees despite prior warning,
d. harassment of employees (more than 5 submissions of the same matter within 24 hours).

Profanity shall be understood as words commonly considered offensive (vulgar epithets, swear words). The Operator applies common sense and takes into account the emotional context (stress related to a service failure).

In the event of a gross violation, the Operator reserves the right to temporarily suspend the handling of tickets from a given Client (up to 7 days). In the event of a repeated violation - to terminate the contract.

3.7. Account Ownership Disputes:

a. The Operator does not resolve property disputes between partners, employees, or third parties regarding access to the Account.
b. The sole controller of the Account is considered to be the person who has access to the authorized e-mail address and the 2FA method.

3.8. Account Blocking and Deletion: The Operator has the right to block or delete an Account in the event of a gross breach of the Terms of Service, Associated Documents, or actions detrimental to the infrastructure.

3.9. Recidivism Prevention (Infrastructure Protection System): In the event of permanent Account blockage for serious breaches (Abuse, Fraud), the Operator applies technical and organizational mechanisms preventing the re-registration of persons committing serious breaches. These mechanisms may include, inter alia, the storage of anonymized verification data (e.g., cryptographic hash), which make it impossible to reverse the process and identify the person, but allow for the automatic detection of an attempted re-registration. Legal basis: Article 6(1)(f) of the GDPR (legitimate interest of the Operator in protecting the infrastructure against repeat offenders). Anonymized data may be stored for a period of up to 10 years from the date of the block or until the Operator's legal interest in storing them ceases.

3.10. Amnesty:

a. In the event of blocking a service for a breach of the Terms of Service, the Client may be granted a one-time opportunity to unblock the resources, provided they undergo the KYC procedure.
b. The procedure involves **restoring the service to its factory state (reinstallation and data loss).**
c. **Towards Consumers:** The Operator provides a 14-day period to make a decision on KYC verification before permanent data deletion.
d. Refusal to verify results in the maintenance of the block and termination of the contract.

3.11. Inactive Accounts: The Operator reserves the right to permanently delete an Account to which the Client has not logged in for a period of 36 months and which has no active Services. Before deleting the Account, the Operator shall send a warning to the Client's e-mail address with a 60-day deadline to log into the Panel (which will extend the validity of the Account) or use the Credits funds to purchase Services. The Operator shall make at least two contact attempts (e-mail + SMS, if available). In the absence of a response within 60 days, the Account shall be deleted,

and the accumulated Credits funds shall be converted into a unique promotional code without an expiration date, which shall be sent to the Client's e-mail address and may be used upon re-registration on the service.

§ 4. RULES FOR PROVIDING GAME SERVER HOSTING SERVICES

4.1. Scope of Services: The subject of activity of the VoxiGames service is **exclusively game server hosting**. The Operator **does not provide** virtual private server (VPS) services, website hosting, e-mail hosting, backup space, or dedicated servers as part of VoxiGames. The offer is available on the VoxiGames.com website and in the Client Panel.

4.2. Resource Sharing Model: Game Servers operate in a Shared Resources model (Fair Share). This means that the processor, RAM, disk array, and network link of the physical node are shared among the Services of multiple Clients. The Client does not receive dedicated processor cores or a guarantee of specific computing performance - only the specification of a given Service (number of slots, RAM allocation, disk space) provided in the product description is binding. The rules for counteracting resource abuse are defined in FUP § 4.

4.3. Game Panel and Access:

a. The Service Panel enables the Client to manage the purchased Game Server (starting and stopping the service, console, file editor, backups).

b. As part of the Service, the Client may receive SFTP/FTP access, and in selected offers also a MySQL database and a technical subdomain.

c. The Client declares at the time of concluding the agreement between them and the Operator that they possess the necessary knowledge to manage the resources made available to them, including the independent configuration of the game server software, mods, and plugins.

d. The Client bears sole responsibility for the security of access data to the Game Panel, SFTP/FTP access, and the database of their Game Server.

4.4. Slots and Limits:

a. The number of Slots and the resource allocation (RAM, CPU, disk) result from the specification of the purchased Service and constitute its essential element.

b. Circumventing Slot and resource limits is prohibited, in particular by modifying server software, running processes outside the Game Panel, or installing mods that artificially increase server capacity.

c. Exceeding resource limits results in performance throttling or suspension of the Service in accordance with FUP § 4.

4.5. Mods, Plugins, and Third-Party Software:

a. The Client bears sole responsibility for the legality, origin, and security of mods and plugins installed on the Game Server.

b. Installing mods and plugins containing malware, backdoors, or functions used to generate attacking traffic is prohibited.

c. The Operator does not provide support regarding the configuration of mods and plugins, does not verify their compatibility with the game version, and is not liable for the consequences of their operation (e.g., server instability, loss of data integrity).

4.6. Compliance with the Game Publisher's EULA:

a. The choice of the game, server software version, as well as mods and plugins rests solely with the Client. The Operator does not impose the game title, does not limit the scope of Services to specific titles, and does not verify configuration compliance with the publisher's

requirements.

b. The Client is obliged to use the Game Server in a manner compliant with the game publisher's EULA and the regulations of distribution platforms.

c. **Hosting cracked servers, distributing illegal copies of games, and circumventing technical protection measures (DRM) and Anti-Cheat systems are prohibited.**

d. Conducting practices on the Game Server that are inconsistent with the publisher's EULA is prohibited, in particular selling advantages that affect gameplay in a manner prohibited by the publisher.

e. Upon receiving a credible report from the game publisher regarding a breach of the EULA, the Operator has the right to suspend the Service until the status is clarified.

4.7. Backups: The Client bears sole responsibility for having a backup of their Game Server data (game worlds, maps, plugins, databases). The backup mechanism provided in the Game Panel, if present in a given offer, is of an auxiliary nature and does not release the Client from the obligation to maintain an independent backup outside the Operator's infrastructure (in accordance with § 6.8).

4.8. Prohibition of Use as a Proxy: Using the Game Server to proxy traffic from outside the Operator's infrastructure, including as a public proxy, VPN, or TOR network node, is prohibited and may result in the blocking of the Service without the possibility of a refund in the event of abuse.

4.9. Traffic Filtering (Anti-DDoS): The Operator applies Traffic Filtering mechanisms aimed at protecting Game Servers against DDoS attacks. However, the Operator does not guarantee the full effectiveness of filtering or the uninterrupted operation of the Service during an attack. Unavailability resulting from a DDoS attack or the necessity to drop traffic (Null-route/Blackholing) does not constitute a basis for compensation (in accordance with SLA § 4.5).

4.10. Minimum Service Period: The minimum time for the provision of the Service by the Operator is 7 days. This provision does not limit the Consumer's right to withdraw from the contract under the terms described in § 8.

4.11. Service Expiry and Data Deletion: Each Service is settled in monthly Billing Periods. If the Reservation Invoice is not paid, the Service is suspended **2 days after the invoice due date**, and all data associated with it is irreversibly deleted **14 days after the invoice due date**. Detailed rules are set out in § 5.4. The Operator is not liable for data loss resulting from failure to pay for the Service on time.

4.12. Liability for End Players: The Client is the sole administrator of their Game Server and bears full liability for content shared as part of gameplay and for the acts and omissions of End Players as for their own acts. With regard to the personal data of End Players, the Client acts as the Controller and the Operator solely as the Processor - detailed rules are set out in the Privacy Policy § 12.

4.13. Trial Services: The Operator may provide Trial Services. These services are time- and resource-limited, are not covered by the SLA guarantee, may be terminated at any time without giving a reason, and the Operator is not liable for data stored therein. Access to the Trial Service may require undergoing KYC verification (§ 3.4).

§ 5. PAYMENTS AND VIRTUAL WALLET (CREDITS)

5.1. Settlement Model: Services are provided in a prepaid model based on a virtual wallet (Credits). The Client first acquires Credits (digital content) and then exchanges them for Digital Services. The settlement of each Service consists of two components, deducted from the Credits balance:

a. **Reservation Fee** (§ 1.16) - a fixed monthly fee for reserving the resources assigned to the

Service, charged in advance for each Billing Period, regardless of whether the Game Server is running,

b. **Runtime Fee** (§ 1.17) - calculated for each commenced hour in which the Game Server is running.

The total amount charged for a given Service in one Billing Period cannot exceed the Monthly Limit (§ 1.18).

Settlements for Services are conducted exclusively in Credits. The Client acquires Credits for money (Wallet top-up via the Payment Operator), but the Reservation Fee and Runtime Fee are paid exclusively from the Credits balance - Services are not paid for directly in money. Top-up prices and the value of Credits are expressed in EUR.

5.2. Virtual Wallet (Credits):

a. The purchase of Services is possible exclusively using Credits accumulated in the Virtual Wallet.
b. Wallet top-up takes place via Payment Operators (transfers, cards, BLIK).
c. Internal settlements within the Service (Reservation Fee, Runtime Fee) are conducted exclusively in Credits.
d. The detailed legal definition of Credits is contained in § 1.5 above.

5.3. No Refunds (Non-Refundability):

Credits Top-Up (Digital Content):

a. Due to the nature of the performance (instantaneous delivery of digital content in the form of Credits), Credits funds are non-refundable.
b. The condition for top-up is the Consumer's consent to the commencement of the delivery of digital content before the expiry of the deadline for withdrawal from the contract and the acknowledgment of the loss of the right of withdrawal (in accordance with Article 38 point 13 of the Consumer Rights Act).
c. Consent is expressed by checking the statement in the Client Panel before making a top-up.

Digital Service Activation (Game Server):

a. Digital Services are activated immediately after purchase using Credits funds.
b. The condition for activation is the Consumer's consent to the immediate commencement of the provision of the digital service before the expiry of the deadline for withdrawal from the contract and the acknowledgment of the loss of the right of withdrawal (in accordance with Article 38 point 13 of the Consumer Rights Act).
c. Consent is expressed by checking the statement in the Client Panel before Service activation.

Reservation Fee:

a. The Reservation Fee is charged in advance for each Billing Period and is non-refundable, including in the event that the Client did not run the Game Server in a given period.
b. Resource reservation is valid throughout the entire paid Billing Period, regardless of whether the Game Server is running.
c. The condition for charging the Reservation Fee is the Consumer's consent to the commencement of the delivery of digital content before the expiry of the deadline for withdrawal from the contract and the acknowledgment of the loss of the right of withdrawal (in accordance with Article 38 point 13 of the Consumer Rights Act).

Runtime Fee:

a. The fee is charged from the Credits balance for each **commenced** hour of Game Server operation. The fee for a full hour is charged as early as in the first second of server operation

in a given hour.

b. Stopping the Game Server by the Client halts the calculation of the Runtime Fee, but does not result in a refund of funds for the current, commenced hour.
c. Upon reaching the Monthly Limit (§ 1.18), further runtime of the Game Server in a given Billing Period is not charged.
d. The condition for calculating the Runtime Fee is the Consumer's consent to the immediate commencement of the provision of the digital service before the expiry of the deadline for withdrawal from the contract and the acknowledgment of the loss of the right of withdrawal, including the loss of funds for each commenced and not fully utilized hour (in accordance with Article 38 point 13 of the Consumer Rights Act).
e. Consent is expressed by checking the statement in the Client Panel before Service activation.

Lack of consent:

Without expressing the above consents, the top-up or activation of the Service, respectively, is not possible.

5.4. Invoicing and Reservation Renewal:

Reservation Invoice:

a. For each Billing Period, the Operator issues an invoice for the Reservation Fee (Reservation Invoice) to the Client. The due date is indicated on the invoice and in the Client Panel.
b. The Reservation Invoice is paid automatically from the Client's Credits balance.
c. The reservation is automatically renewed for the next Billing Period. The Client waives further use by deleting the Service in the Client Panel.

Open Invoice (Insufficient Credits Balance):

a. If the Client's Credits balance is insufficient to pay the Reservation Invoice, the invoice remains open (Open Invoice), and the Service is **suspended 2 days after the invoice due date**.
b. **Toping up the Credits Wallet in itself does not lift the suspension.** Resuming the Service requires paying the Open Invoice.
c. Paying the Open Invoice before the deletion deadline restores the Service to operation immediately, along with its full content.

Service Deletion:

a. If the Open Invoice is not paid, the Service is permanently and irrecoverably deleted along with all data (game worlds, maps, plugins, databases, configuration) **14 days after the invoice due date**, in accordance with GDPR security procedures. The Client Account in the Client Panel remains active.
b. The Client may delete the Service at any time via the Client Panel. Deletion is equivalent to the resignation from further use; it does not entitle the Client to a refund of the Reservation Fee or funds for the current, commenced hour.
c. The Client acknowledges that in the event of failure to pay the Open Invoice within the above-specified deadline, the Service will be permanently deleted, and the Operator shall not be liable for any resulting data loss.

Insufficient Funds for Operation Time Fee:

a. In the absence of a sufficient Credits balance to cover the Operation Time Fee, the Game Server is automatically stopped, and the accrual of this fee is suspended. The Open Invoice mechanism does not apply to the Operation Time Fee.
b. The Client may resume the operation of the Game Server at any time after topping up the

Credits Wallet.

5.5. Sales Documents: For each completed payment for a Credits top-up, the Operator automatically generates a sales document:

a. an invoice (VAT-exempt) - in the case of a top-up made within a corporate profile (B2B), issued to the company details provided by the Client in the Client Panel;
b. a bill/receipt - in the case of a top-up made privately (B2C).

Documents are numbered within a calendar year, available for download in PDF format in the Client Panel, and sent to the Client's e-mail address. Upon the Client's request, the Operator may also issue an invoice for purchases made privately.

5.6. Chargeback and Fraud:

a. The initiation of a payment reversal procedure (Chargeback/Dispute) by the Client with the Payment Operator results in the **automatic suspension of the Account** until the matter is clarified. If the Chargeback proves to be unjustified (the Client received Credits in accordance with the order, yet reversed the payment), the Operator has the right to **terminate the agreement with immediate effect**, pursue damages (including dispute handling costs) under civil law, and refer the case to debt collection (provided the value of the dispute exceeds 250 EUR).
b. In the event of an unjustified chargeback valued below 250 EUR, the Operator reserves the right to report the incident to anti-fraud systems (blocked user databases) and refuse to provide services in the future to this Client or other accounts associated with their verification data.
c. The detection of a payment made with a stolen credit card results in the immediate reporting of the matter to law enforcement authorities.

5.7. Pricing and Offer Errors:

a. The Operator makes every effort to ensure that prices and descriptions of Services are correct, but reserves the right to correct obvious typographical or system errors (e.g., a price of 0 EUR for a paid service).
b. In the event of an order placed on the basis of an erroneous price, the Operator has the right to cancel the transaction and refund the Credits.

5.8. Partner Program (Affiliation): It is prohibited to use partner mechanisms to obtain benefits from one's own purchases (so-called self-referral) or to create fictitious accounts in order to extort commissions. A breach results in the forfeiture of accumulated partner funds.

§ 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Obligations of the Operator:

a. The Operator undertakes to provide the Services with due professional diligence.
b. The Operator ensures the availability of the infrastructure (hardware, network, power supply) at the level specified in the SLA.
c. The Operator has the right to carry out maintenance work (Maintenance), which may cause temporary unavailability of the Services. Detailed rules regarding maintenance work (including advance notifications) are specified in SLA §4.1.

6.2. Obligations of the Client:

a. The Client undertakes to use the Services in a manner consistent with the law, the Terms of Service, and principles of social coexistence (good practices).
b. The Client is responsible for keeping their contact details in the Panel up to date.

c. The Client is prohibited from taking actions that could disrupt the operation of the Operator's infrastructure (e.g., reverse engineering, penetration testing without consent).

d. The Client bears full responsibility for any content, files, and applications hosted within the provided resources (Services).

6.3. Limitation of Liability: The Operator shall not be liable for damages resulting from:

a. **force majeure, including:** natural disasters (flood, fire, earthquake), acts of war, riots, strikes, terrorist attacks, epidemics/pandemics (including administrative restrictions related to COVID-19 or similar public health threats), national or regional power grid failures,

b. failures on the part of internet connection providers (outside the Operator's network),

c. incorrect configuration of the game server software, mods, or plugins by the Client (e.g., locking themselves out of the Game Panel or console through their own configuration),

d. DDoS attacks directed at the Client's IP address,

e. data loss for reasons attributable to the Client (lack of backups, incorrect configuration, intentional deletion) or for reasons beyond the Operator's control (hardware failure despite redundancy, force majeure).

Towards Consumers: The Operator shall be liable for data loss in the event of proving that the damage resulted from the Operator's intentional fault or gross negligence. The Client is obliged to maintain their own data backup.

Towards Clients who are not Consumers: The Operator's liability for lost benefits (lucrum cessans - lost profits) and for data loss is excluded (the Client bears sole responsibility for backups).

6.4. Indemnification:

a. **Towards Clients who are not Consumers:** The Client undertakes to cover reasonable costs (including legal assistance and compensation costs) incurred by the Operator in connection with third-party claims resulting from the unlawful use of the Services by the Client (e.g., violation of the game publisher's EULA, attacking other networks, distribution of cheats or malware), provided that the Operator demonstrates the causal link and the amount of damage.

b. **Towards Consumers:** The above provision does not apply. The Consumer's liability is governed by the general principles of the Civil Code.

6.5. Software Licenses:

a. The Client bears sole responsibility for the legality of the software installed and used within the Operator's infrastructure (e.g., game engines, mods, plugins, third-party software).

b. As an infrastructure provider, the Operator does not verify the licenses held by the Client, however, upon receiving a credible notification of a violation (e.g., from a game publisher or distribution platform), it has the right to suspend the service until the licensing status is clarified.

6.6. IP Addressing and Migrations:

a. IP addresses and ports assigned to the Service remain the property of the Operator (or its suppliers). The Client is only granted the right to their temporary use.

b. The Operator reserves the right to change the assigned IP address or port in justified technical cases (e.g., server room change, network reorganization, node migration), notifying the Client in advance. A change of IP or port does not constitute grounds for a complaint.

6.7. Scope of Support (Unmanaged):

a. Unless a dedicated administration service has been purchased, the Operator's services are of an Unmanaged nature (Managed by the Client).

b. The Operator's Technical Support covers exclusively infrastructure operation (network availability, power supply, Game Panel operation, service restart).

c. **The Operator does not provide support regarding game server software configuration, installation and repair of mods and plugins**, repairing errors in the Client's scripts, or training in the operation of game server software.

d. Detailed rules for the availability of Technical Support (including Working Hours and Response Time) are specified in the SLA document.

e. **Automatic Support (Assistant):** The Operator provides automated systems that, based on the content of the ticket, suggest proven solutions from the Knowledge Base. The Client acknowledges that the automatic selection of instructions may not take into account the specificity of an unusual problem and should be treated as auxiliary.

6.8. Backup and Snapshot Service:

a. In the event of purchasing an additional backup service (Backup/Snapshot), the Operator will make efforts to ensure that backups are performed in accordance with the schedule.

b. This service is of an auxiliary nature and does not relieve the Client of the obligation to maintain an independent data copy outside the Operator's infrastructure. The Operator is not responsible for data consistency within the backup (e.g., corruption of a game world or database during a dump) or for the failure of the backup system.

6.9. Experimental Services (BETA): The Operator may make functionalities marked as "BETA" available. These services may be unstable and are not covered by the SLA guarantee. The Client uses them at their own risk.

6.10. Limitation of Liability: The total liability for damages of the Operator towards a Client who is not a Consumer is limited in each case to the amount of the fee for one Billing Period of the given Service from which the damage arises. The limitation does not apply to damages caused intentionally or as a result of gross negligence.

6.11. Liability for Third Parties: The Client bears full responsibility for the actions and omissions of third parties to whom they have made their Services available (e.g., co-admins, server staff members, End Players) as for their own actions.

6.12. Technological Evolution: The Operator reserves the right to change the technical parameters of the Services (e.g., hardware upgrade, software version change, migration to another node) in order to improve security and performance, provided that this does not impair the overall functionality of the Service.

6.13. Legal Support in Abuse Cases: In the event that the Client receives a legal demand (summons, statement of claim) from a third party concerning content or activities within the Service provided by the Operator, and the Client believes that the allegations are groundless, the Operator may - upon the Client's request - provide basic technical information (logs, incident information) necessary for the Client's defense. The Operator does not provide legal services or bear the costs of the Client's defense.

§ 7. DSA (DIGITAL SERVICES ACT) AND ABUSE PROCEDURES

7.1. Legal Basis (DSA): Whenever DSA is referred to, it shall mean Regulation (EU) 2022/2065 of the European Parliament and of the Council (Digital Services Act).

7.2. Contact Point for Authorities:

a. For member state authorities, the European Commission, and the European Board for Digital Services, the designated contact point is: daniel@voxigames.com.

b. Communication shall be conducted in Polish or English.

7.3. Reporting Illegal Content (Abuse):

a. Any person may report the presence of illegal content within the Operator's infrastructure at: abuse@voxigames.com.

b. **The report must contain:**

i. a statement of reasons,

ii. the location of the content (URL/IP),

iii. the details of the reporting party (unless it concerns child sexual abuse material),

iv. a statement confirming good faith.

7.4. Blocking Decisions:

a. In the event of blocking a service due to a violation of the law or the Terms of Service, the Operator shall provide the Client with a statement of reasons for the decision (in accordance with DSA requirements), unless it concerns mass spam.

b. The Client has the right to appeal the decision within 14 days by contacting Support.

§ 8. WITHDRAWAL FROM THE AGREEMENT AND COMPLAINTS (CONSUMERS)

8.1. Exclusion of the Right of Withdrawal: The right to withdraw from the agreement within 14 days is excluded in accordance with the principles set out in §5.3 (Non-refundability) and Article 38 point 13 of the Consumer Rights Act.

8.2. Complaints:

a. **Form:** Complaints may be submitted via the contact form in the Client Panel or to the e-mail address: support@voxigames.com.

b. **Content:** The complaint should contain: a description of the problem, the service number (if applicable), the expected resolution, and contact details.

c. **Processing Time:** The Operator shall address the complaint within **14 days** from the date of its receipt by sending a response to the Client's e-mail address associated with the Account.

d. **Effect of Acceptance:** An accepted complaint shall result in a refund of Credits, extension of the service, or another agreed method of remedy (in accordance with the SLA provisions).

e. **Rejection:** In the event of a rejected complaint, the Operator shall provide a justification.

f. **Out-of-court Dispute Resolution:** The Consumer has the option to use out-of-court complaint handling and redress procedures, in particular:

i. Mediation at the Provincial Inspectorate of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej),

ii. Municipal/County Consumer Ombudsman (Miejski/Powiatowy Rzecznik Konsumentów).

g. Detailed information is available on the UOKiK website (https://uokik.gov.pl).

§ 9. INTELLECTUAL PROPERTY AND SANCTIONS

9.1. The Operator's Intellectual Property:

a. All copyrights to the VoxiGames.com website, the logo, the panel code, and the content of the terms of service belong to the Operator. Copying them without consent is prohibited.

b. Data posted by the Client within the purchased Services (Game Servers, game worlds, maps, plugins, databases) remains the exclusive property of the Client (the Operator makes no claims to them).

9.2. International Sanctions and Embargoes:

a. The Client declares that they are not a person or entity subject to economic sanctions

imposed by the European Union, the United States, or the United Nations, and that they are not included on the OFAC SDN (Office of Foreign Assets Control - Specially Designated Nationals, USA), EU Consolidated List, or UN Sanctions List.

b. The Operator has the right to refuse to provide services or to terminate the agreement with immediate effect regarding entities with their registered office or place of residence in countries subject to a technological embargo, including, inter alia: the Russian Federation, the Republic of Belarus, the Democratic People's Republic of Korea (North Korea), the Islamic Republic of Iran, the Syrian Arab Republic, the Republic of Cuba, and other countries subject to international sanctions in the field of IT/technology services.

c. The Operator reserves the right to request identity verification (KYC) and verification of the country of residence/registered office prior to the activation of Services if there is a reasonable suspicion of a breach of this clause. Refusal to provide verification documents shall result in a refusal to provide Services.

d. **Appeal Procedure:** In the event of a suspected breach of the sanctions clause, the Client shall be notified by e-mail with the opportunity to submit explanations within 14 days. The Operator shall review the explanations with objectivity and in good faith. In the event of an unintentional breach (e.g., IP geolocation error, temporary stay in a sanctioned country, system error), the Operator may allow the payout of Credits in the form of a promotional code provided that the circumstances are clarified and the actual place of residence/registered office in a non-sanctioned country is confirmed. Forfeiture of funds without the right of appeal shall occur exclusively in the event of a confirmed, intentional breach of international sanctions or refusal to provide explanations within the designated deadline.

e. The Operator undertakes to comply with applicable sanctions regulations and to conduct regular compliance reviews with current sanctions lists published by competent authorities.

9.3. Submitting Ideas (Feedback): By submitting ideas or development suggestions (Feedback) to the Operator, the Client grants the Operator a royalty-free, unrestricted license to use them. The Client is not entitled to any remuneration for implemented functionalities.

§ 10. FINAL PROVISIONS

10.1. Amendments to the Terms of Service: The Operator reserves the right to amend the Terms of Service for important reasons (e.g., change of law, service modernization). Clients shall be notified of changes via e-mail or through a notice in the Panel at least 30 calendar days in advance. Lack of objection within 30 days from the notification constitutes acceptance of the changes. In the event of an objection, the Client has the right to terminate the agreement with immediate effect without incurring additional costs.

10.2. Termination of the Agreement:

a. **By the Client:** The Client may terminate the agreement at any time by deleting the Account in the Panel. The termination is effective immediately. Unused Credits shall be converted into a unique promotional code without an expiration date, which shall be sent to the Client's e-mail address and may be used upon re-registration.

b. **By the Operator (in advance):** The Operator may terminate the agreement with 30 days' notice, providing a reason. During the notice period, the Client may use the accumulated Credits. After the expiry of the notice period, unused Credits shall be converted into a promotional code without an expiration date.

c. **By the Operator (immediately):** In the event of a gross breach of the Terms of Service or Associated Documents (Abuse, Fraud, attacks on the infrastructure), the Operator may terminate the agreement with immediate effect, and Credits shall be forfeited without the possibility of recovery.

10.3. Hierarchy of Documents: In the event of discrepancies between the content of individual

documents, provisions shall prevail in the following order:

a. These Terms of Service (TOS)
b. Service Level Agreement (SLA)
c. Fair Usage Policy (FUP)
d. Privacy Policy (PP)

10.4. Consistency: The Operator undertakes to maintain consistency between documents and to promptly remove any contradictions upon their detection.

10.5. Governing Law: Matters not regulated herein shall be governed by Polish law, in particular the Civil Code and the Act on the Provision of Services by Electronic Means.

10.6. Severability Clause: If any of the provisions of the Terms of Service are deemed invalid or ineffective, this shall not affect the validity of the remaining provisions.

10.7. Electronic Communication: The Parties agree that all correspondence, declarations of intent (including terminations), and invoices shall be delivered electronically (E-mail, Client Panel) and shall have legal force equal to written form.

10.8. Jurisdiction: The court competent for disputes with entrepreneurs shall be the court competent for the Operator's registered office. Consumers have the right to pursue claims before the court competent for their place of residence or to use out-of-court dispute resolution methods (mediation, consumer arbitration).

10.9. International Exclusions: The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

10.10. Entrustment of Data (GDPR/DPA): In the event that the Client, acting as a personal data controller, entrusts their processing to the Operator (e.g., hosting a game server for their End Players), the provisions of the standard Data Processing Agreement (DPA) available upon request from the Operator shall apply, constituting an integral part of these Terms of Service. The rules for the division of roles in this regard are described in § 12 of the Privacy Policy.

10.11. Bug Reporting and Good Faith Clause: If the Client notices any discrepancy between the content of the documentation and the actual operation of the System, or obvious clerical errors, please report this fact to support@voxigames.com. The Operator undertakes to promptly clarify the matter and make any necessary corrections to the documents, acting in good faith and in order to ensure the highest transparency of services.

10.11. International Customers:

a. The Services are available to customers worldwide without geographical restrictions. A Customer with a registered office or place of residence outside the territory of the Republic of Poland is solely obliged to comply with the legal provisions applicable in their country, in particular with regard to the settlement of taxes (including VAT or equivalent turnover taxes), customs duties or other public levies arising from the use of the Services.
b. The Operator shall not be liable for any tax, customs or legal consequences resulting from the laws in force in the Customer's country. The Customer acknowledges that the Operator does not provide tax or legal advice concerning obligations arising from laws applicable outside the territory of Poland.
c. The Customer declares that they have familiarized themselves with the regulations in force in their country and accepts that the provision of Services by the Operator is governed by Polish law (in accordance with § 10.5).

10.12. Language of the Agreement: The Agreement and communication with the Customer are conducted in the Polish language. In the case of international Customers, the Operator may provide support in English (best effort). In the event of discrepancies between language versions

of documents, the Polish version shall prevail.

APPENDIX NO. 1: MODEL WITHDRAWAL FORM

CONSUMER INFORMATION:

This form has limited application due to the specific nature of the digital services provided.

1. Credits Top-Up (Virtual Wallet):

The right of withdrawal is excluded pursuant to Article 38 point 13 of the Consumer Rights Act. Upon consenting to immediate delivery and topping up the wallet, Credits are non-refundable.

2. Purchase of Game Server Hosting Service:

The right of withdrawal is excluded pursuant to Article 38 point 13 of the Consumer Rights Act. Upon granting consent, services are activated immediately.

3. The form may only be used in the event of a technical error (payment processed, but the service has not been delivered for reasons attributable to the Operator).

Addressee:

VoxiHost DANIEL MARSZAŁKOWSKI

ul. 3 Maja 29, 62-500 Konin, Poland

E-mail: support@voxigames.com

I hereby inform about my withdrawal from the agreement for the provision of the following service:

Service name / Order number: ……

Date of conclusion of the agreement: ……

Consumer's full name: ……

Consumer's address: ……

E-mail address associated with the account: ……

Date: ……

Consumer's signature ……

(only if the form is submitted in hard copy)

Important consumer information: Pursuant to the non-refundability rules set out in these Terms of Service and Article 38 point 13 of the Consumer Rights Act, the right of withdrawal is not available in the case of the purchase of Credits (digital content), if the performance of the service has begun with the consumer's express consent before the expiry of the deadline for withdrawal and after informing them of the loss of the right of withdrawal.