PUBLIC OFFER

THIS TEXT IS DRAWN UP IN ACCORDANCE WITH CLAUSE 2 OF ARTICLE 437 OF THE CIVIL CODE OF THE RUSSIAN FEDERATION AND CONSTITUTES A PUBLIC OFFER CONTAINING ALL THE ESSENTIAL TERMS OF THE AGREEMENT FOR THE PROVISION OF SERVICES FOR A FEE. PLEASE READ THE TERMS OF THIS OFFER CAREFULLY. BY USING THE SERVICE, PLACING AN ORDER AND PAYING FOR SERVICES, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS OFFER WITHOUT EXCEPTION.

This Offer (hereinafter referred to as the Offer) is addressed to an unlimited number of persons and contains a proposal from Individual Entrepreneur Matvey Vyacheslavovich Koshkin (TIN 541300541971), providing services under the QWINS Hosting brand, to conclude a contract for the provision of paid services for virtual hosting, virtual servers (VPS, VDS), dedicated servers, as well as other related services on the terms set forth in the Offer, in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation.

In accordance with Article 437 of the Civil Code of the Russian Federation, this offer is considered accepted from the moment a person performs the actions provided for in the offer and signifying the unconditional acceptance by the individual of all the terms of the offer without any exceptions or restrictions, on the terms of accession.

The offer defines the procedure for providing services, the terms of billing and payment, the rules for using server resources, the requirements for using the Personal Account and Telegram bot, the procedure for storing data, the terms of the referral program, the rights and obligations of the parties, the procedure for terminating the provision of services, and other legally significant provisions.

Before agreeing to the provision of services, Users are required to familiarize themselves with its terms and conditions.

1. Terms and definitions

1.1.   Public Offer – this document, a public offer addressed to all persons wishing to enter into a contract allowing access to services on the terms contained in the Offer, located and available on the Website at: https://qwins.co/, and/or the Telegram bot located at: https://t.me/qwins_robot.

1.2.   Contractor – Individual entrepreneur Matvey Vyacheslavovich Koshkin (TIN 541300541971), providing services under the QWINS Hosting brand.

1.3. User – a legally capable individual and/or legal entity, individual entrepreneur, entering into an Agreement with the Contractor and using the Services under the terms of the Offer.

1.4. The Website is a website owned by the Contractor, located on the Internet under the domain name (domain, address) https://qwins.co/, as well as its constituent derivative web pages intended for posting reference information about the Service, legal documents (Offers and Privacy Policies, as well as other documents), placing Orders, links (transitions) to the Telegram Bot, and other items.

1.5.   Telegram bot (Bot) – the Contractor's software interface in the Telegram messenger at https://t.me/qwins_robot, designed to manage services,

placing Orders, replenishing the balance, receiving connection data, interacting with support, as well as for other legally significant actions of the User.

1.6. Service – a combination of the Website, Telegram bot, Personal Account, server control panel, billing system, and related software and hardware that provide the Services to the User.

1.7. Personal Account – the User's individual section in the Service (on the Website and/or in the Telegram Bot) containing information about the balance, transaction history, referral accruals, ordered services, their validity periods, server parameters, and providing service management functionality.

1.8. Order – the User's expression of intent to receive the Service: selection of server type, tariff, rental period, confirmation of agreement with the terms of the Offer, and subsequent payment by replenishing the balance.

1.9. Acceptance is the User's full and unconditional acceptance of all terms of the Offer. Acceptance is one of the following actions: registration with the Service, use of the Website and (or) Telegram Bot, placing an Order, replenishing the balance, actually starting to use server resources, using the Service to manage services, inviting Referrals to use the Service, as well as any other action indicating acceptance. From the moment of acceptance of the Offer by the User, the Agreement on the terms of the Offer is considered concluded.

1.10. Service – provision of the Contractor's computing resources and server capacity to the User, including virtual servers (VPS, VDS), dedicated servers, virtual hosting, as well as related services (control panel, DDoS protection, additional IP addresses, and others) under the terms of the selected Tariff.

1.11. Virtual server (VPS, VDS) – a server service that provides the User with an isolated virtual environment based on virtualization with dedicated processor resources, RAM, disk space, and network parameters.

1.12. Dedicated server – a type of hosting in which the customer is provided with a separate physical machine; a physical server remotely provided to the User for full management, with dedicated hardware resources.

1.13. Virtual hosting is a service that allows the User to rent the necessary resources on the server and place their website, web application, or other online content on them, provided as part of the selected tariff.

1.14. Server control panel – an interface for managing server settings, the installed operating system, files, domains, databases, and other functions, connected as part of separate plans.

1.15. Balance – the User's internal account in the Service, used to pay for

Services.

1.16. Tariff – a set of Service parameters, including the amount of allocated resources, bandwidth, server location, cost, rental period, availability of additional services, and other conditions. The current list of tariffs is published on the Service.

1.17. Location – the country or data center where the Contractor's equipment is located. The list of available locations may change depending on technical and resource availability.

1.18. Activated server – a server that has been ordered by the User, successfully paid for, automatically installed by the system, and prepared for use.

1.19. Traffic – the volume of data transferred through the server.

1.20. Service end date – the date on which access to the service is terminated.

1.21. Subscription (Subscription, Subscription Period) – the procedure agreed upon by the User for the automatic debiting of fees for the next Subscription Period and/or renewal of the Subscription from the Balance until auto-renewal is disabled.

1.22. Referral program – a program under which the User receives a percentage of the payments made by the customers they have attracted. The terms of the program, including the percentage, accrual and retention periods, are determined by the Offer section and the information in the Service.

1.23. Referral reward – an accrual formed in favor of the User for payment for services by their referrals, which is reflected in the User's referral account.

1.24. Support (technical support) – assistance to the User on issues related to the functioning of the Services. The level and scope of support may depend on the selected tariff.

1.25. Connection data – information automatically provided by the Service upon server activation: IP address, login, password, SSH keys, links to the control panel and/or other technical information.

1.26. Payments and transactions – any operations related to replenishing the balance, payments within the Service, spending funds on the purchase of Services.

1.27. Prohibited activities – a list of actions that are prohibited when using the Services: placing malicious software, participating in botnets, organizing attacks, distributing prohibited information, violating the rights of third parties, performing other actions specified in the relevant section of the Offer.

1.28. Instructions – materials posted on the Service describing the procedure for

ordering, activating, configuring, and using the Services.

1.29. Telegram Account – the User's identifier (Telegram ID (nickname)) used to log into the Bot and perform legally significant actions under the Agreement.

1.30. Subscription Period – the period of validity of the Subscription, equal to a calendar month, unless otherwise specified in the Subscription description, calculated from the date of activation to the corresponding date of the following month (if there is no such date, then to the last day of the month).

2. Use of the Site and Telegram Bot

2.1. Use of the Website

2.1.1. The Website contains general information about the Contractor's Services, including:

a) a description of virtual hosting, virtual servers (VPS, VDS), dedicated servers, and other services;

b) information about available data center locations and types of equipment;

c) a list of key technical characteristics (virtualization, disk usage, DDoS protection, communication channel parameters, etc.);

d) information about the composition of tariff plans and costs;

e) links to legal documents, including this Offer and the Privacy Policy;

f) reference materials and instructions (including materials from wiki.qwins.co/) describing the procedure for ordering, activating, and using the Services;

g) an interface for proceeding to the Order form via buttons and links that redirect the User to their Personal Account at https://my.qwins.co;

h) links to Telegram Bot of the Contractor, used alternatively to manage services and interact with support;

and) contact details, news, and information sections.

2.1.2. Order placement, service management, balance replenishment, obtaining connection data, and other legally significant actions are carried out in the User's Personal Account, including (if available):

a) selection of the type of service (virtual server, dedicated server, virtual hosting, or other service) and a specific tariff plan;

b) selecting the configuration, lease term, location, and additional parameters; c) placing

an Order and completing the purchase;

d) replenishing the balance using any of the available methods;

e) paying for Services by debiting funds from the Balance;

f) obtaining data for connecting to the server (IP address, login, password, link to the control panel, and other details);

g) viewing technical information, logs, statistics, service status, and their validity periods;

h) managing Service settings (including renewal, ordering additional IP addresses, performing actions through the control panel, deleting services);

i) receiving notifications about the status of orders and payments;

k) contacting technical support through the Personal Account interface;

l) managing the referral program (viewing referrals, accruals, withdrawing rewards via ticket).

2.2. Using the Telegram bot

2.2.1. In the Bot, the User has the right, if such actions are available, to: place Orders for virtual servers (VPS, VDS), dedicated servers, virtual hosting, and other services; select the server location, configuration, tariff, rental period, and additional parameters; replenish the Balance using built-in or external payment instruments; pay for Services by debiting funds from the Balance; receive data for connecting to the server; view active Services; manage Services; contact technical support through the built-in interface.

2.2.2. Access to the Bot's functions is provided after authorization via the User's Telegram account. The Telegram ID is used as the User's identifier in the Service. Creating a separate account on the Website is not required, unless otherwise necessary for the operation of the Personal Account.

2.2.3. The general terms and conditions of the Service are provided to the User in the Bot prior to payment for the Service and are an integral part of the terms and conditions of the Order.

2.3. The User is obliged to ensure the security of their device, login details for the Service, and Telegram account, as well as the confidentiality of the connection details provided to the servers.

All actions performed in the Bot using the User's Telegram account, in the Service and on the servers using the User's credentials are considered to have been performed by the User themselves, unless proven otherwise by appropriate evidence.

2.4. The Contractor does not disclose information about users to third parties, except in cases provided for by law.

2.5. A stable Internet connection is required for correct operation.

The Contractor shall not be liable for the inability to access the Service for reasons dependent on the User, their communication provider, the Telegram platform, third-party software, or the actions (inaction) of third parties.

2.6. The Contractor has the right to change the functionality of the Website and the Bot, carry out preventive and emergency maintenance, temporarily suspend access for the duration of such maintenance, and implement technical and organizational measures against abuse (including limiting the frequency and volume of requests). Such actions do not constitute a breach of the Contractor's obligations.

3. Subject of the Agreement

3.1. The Contractor provides the User with services for the provision of virtual servers (VPS, VDS), dedicated servers, virtual hosting, and other related technical services (hereinafter referred to as the Services), and the User pays for and uses the Services under the terms of this Offer and the selected Tariff.

3.2. The Service is provided within the period selected by the User, i.e., within the paid period under the terms of the relevant Tariff.

3.3. The specific composition of the Service, the amount of allocated resources, and other technical characteristics are determined by the Tariff selected by the User and are brought to the User's attention in the Service before the Order is placed.

3.4. Services are managed in the User's Personal Account at https://my.qwins.co/ and/or via the Contractor's Telegram bot (if the relevant functions are available). The User has the right to place Orders, pay for Services by debiting funds from the Balance, receive data for connecting to servers, renew Services, delete Services, order additional parameters, and perform other actions specified in the Service interface.

3.5. Connection, configuration changes, deletion, renewal of Services, as well as obtaining access data are carried out automatically through the Contractor's software and hardware complex after receipt of payment and confirmation of the Order.

3.6. For most tariffs, traffic is provided on reasonable use terms without a fixed limit, unless otherwise specified in the Tariff. The Contractor has the right to apply technical protection measures when abuse is detected, including excessive network load that threatens the stability of the infrastructure.

3.7. With regard to dedicated servers, the provision of Services includes the rental of a physical server and network infrastructure. The User administers the server independently, unless otherwise specified in the Tariff terms and conditions.

3.8. All Services are provided on a prepaid basis. The activation of the Service (issuance of connection data or automatic server installation) is considered confirmation of the commencement of the Service in full.

3.9. When ordering any service, auto-renewal is activated for the next

similar period on the terms and conditions in effect at the time of renewal. The User has the right at any time, including before paying for the order, to disable auto-renewal before the date of the next payment.

If the User has activated auto-renewal, including by checking
a checkbox when placing the Order, or has not disabled auto-renewal when placing the Order, the cost of the Service is automatically debited from the funds in the Balance or linked payment method for the next period of the Service. The User has the right to disable auto-renewal in their Personal Account at any time before the date of the next debit.

3.10. At the end of the paid period, access to the Service will automatically terminate if auto-renewal is not enabled or if there are insufficient funds in the Balance or linked payment method.

User data stored on the server, access to which has expired, including logins, passwords, keys, files, and other information, shall be stored for no more than 24 hours after the end of the Service provision period, after which it shall be automatically deleted without the possibility of recovery.

3.11. To ensure the stable and secure operation of the Service, the Contractor has the right to apply measures to prevent and suppress abuse (for example, limiting speed, volume of requests, traffic volume, limits on parallel connections, sessions, captcha, authentication, temporary blocking of suspicious traffic). The application of such measures does not constitute the establishment of functional limits on the Service.

3.12. The Contractor does not guarantee the availability of third-party websites, services, mail ports, anti-fraud systems, game servers, and other resources to which the User connects. Blocking or restrictions by third parties are not grounds for considering the Service not provided.

3.13. The Service is provided to the User "as is," including the technical and functional features of server equipment, software modules, control panels, automatic installation and billing systems.

The User understands and agrees that any of the information listed in this agreement may be absent from the Website and/or Telegram Bot.

3.14. By accessing the Service, the User guarantees that they have all the rights and powers necessary to conclude and execute the Agreement under the terms of the Offer.

The Contractor has the right at any time to request that the User provide information and documents confirming the rights and powers specified above.

3.15. The balance of funds on the Balance at the initiative of the User is not subject to return and withdrawal, except in cases expressly provided for in this Offer.

3.16. If the User needs to increase the channel capacity (bandwidth expansion), including to remove or prevent the application of technical restrictions provided for in this Offer, such as reducing Internet speed or limiting traffic volume, the User has the right to contact the Contractor with a request to provide additional bandwidth.

The cost and parameters of the additional bandwidth are determined individually based on the required volume, traffic characteristics, and available characteristics. Additional bandwidth is provided only after the terms have been agreed upon by the parties and the User has paid the corresponding cost in full.

3.17. The Services shall be activated within the following timeframes:

3.17.1. Virtual hosting and virtual servers (VPS and VDS) are activated and become available to the User within 120 seconds of the User confirming payment.

3.17.2. Dedicated servers are activated and become available to the User within 24 hours from the moment of payment confirmation by the User.

The specified terms are regulatory and may be changed in the event of circumstances preventing the timely activation of the Service (for example, technical work, lack of available technical capacity, the need for additional verification of payment or actions by the User).

3.17.3. The Contractor shall commence the actual technical work to prepare the dedicated server for use immediately after confirmation of payment. During the specified period, the Contractor shall bear the costs of organizing, reserving, and commissioning the equipment, network infrastructure, and related technical resources. These actions constitute the commencement of the performance of obligations under the contract and are included in the cost of the Service.

The Contractor's expenses incurred in the course of preparing the dedicated server are actual expenses incurred in the performance of the contract and are subject to withholding if the User refuses the Service in cases where such refusal is permitted by applicable law.

4. Acceptance of the Offer

4.1. The User accepts the terms of this Offer by performing the conclusive actions specified in clause 4.3. of the Offer (acceptance of the Offer). The User's acceptance of the Offer is voluntary and means the User's full and unconditional acceptance of all clauses of the Offer without any exceptions and/or restrictions.

4.2. Before accepting the Offer, the User must be sure that all

clauses of the Offer are clear to them and that they accept them unconditionally and in full.

4.3. The User accepts the Offer by performing any of the following actions:

- registration and/or authorization of the User in the Personal Account at https://qwins.co/ and/or in the Contractor's Telegram bot;

- replenishment of the Balance in the Personal Account or via the Telegram bot;

- placing an Order for the Service in the Personal Account or via the Telegram bot;

- payment for the Service by debiting funds from the Balance;

- enabling auto-renewal and/or agreeing to recurring payments for the Subscription;

- receiving data for connecting to the server;

- the actual start of using the Service (including access to the server, authorization on the server, use of the control panel, downloading or placing data on the server);

- inviting Referrals to use the Contractor's Services.

4.4. From the moment of performing any action specified in clause 4.3. of the Offer, the Agreement is considered concluded in electronic form by accession (Articles 428, 434 of the Civil Code of the Russian Federation). The moment of acceptance is the date and time of recording the corresponding action in the Contractor's information systems.

4.5. The version of the Offer that was in effect at the time of acceptance is binding on the User. Changes to the Offer apply to Orders (payments) made after the publication of the new version. If the User does not agree with the changes, they have the right to stop using the Services and not place new Orders.

5. Payment for Services

5.1. The Order for Services is placed for the rental period selected by the User (hereinafter referred to as the Subscription Period). Available payment periods are posted on the Service prior to placing the Order.

5.2. The cost, technical parameters, configuration, data center, location, amount of allocated resources, and/or other characteristics of the tariff are communicated to the User prior to payment and are an integral part of the Order terms and conditions.

5.3. Payment for the Services is made on a 100% prepayment basis by debiting funds from from the Balance of the User's Personal Account . Payments are made exclusively on a voluntary basis by independently replenishing the Balance.

5.4. When placing an Order, the User has the right to enable the auto-renewal function. Auto-renewal means that on the date of the end of the Subscription period, the System will attempt to debit the cost of the next period from the Balance or the linked payment method

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The date of the first debit is determined by the moment of Subscription activation. Subsequent debits are made on the corresponding calendar date of each month.

5.5. Auto-renewal remains in effect until the User disables it in their Personal Account or until the end of the rental period if there are insufficient funds in the Balance for automatic debiting.

5.6. If there are insufficient funds in the Balance or linked payment method for renewal, auto-renewal will not take place, and access to the Service will be terminated at the end of the paid Subscription period.

5.7. Changes in the cost of Services apply to new and subsequent rental periods. The period already paid for is not subject to change. The User has the right to disable auto-renewal if they do not agree with the new cost.

5.8. Before paying, the User must check the correctness of the selected parameters: location, configuration, resources, rental period, and whether auto-renewal is enabled or disabled. The Contractor is not responsible for the consequences of incorrect selection.

5.9. Payment for Orders is made through the Personal Account at https://my.qwins.co/ and/or through the Contractor's Telegram bot, using the available Payment Methods. Information about the settlement currency, minimum replenishment amount, payment system commissions, and possible restrictions is brought to the User's attention before payment is made.

5.10. The Service is considered provided from the moment the data for connecting to the server to use the Services is issued. The data for using (connecting to) the server is available to the User from the moment of payment in the control panel, and may also be additionally duplicated to the User's email.

5.11. If access to the Service is provided before the actual receipt of funds on the Balance (technical advance, manual launch, temporary activation), the User is obliged to pay for the Service in full within the period established by the Contractor. Failure to make payment shall be deemed a refusal to pay and shall entitle the Contractor to block the Service and completely delete the User's data.

5.12. The service is provided on a 100% prepayment basis. If access is provided before payment is received, the obligation to pay remains in full.

5.13. To ensure the stable operation of the Service, the Contractor has the right to apply measures to prevent and suppress abuse, including limiting the speed, volume of traffic allowed to the server, the number of simultaneous connections, captchas, authentication checks, and blocking suspicious traffic. The application of such measures does not constitute the establishment of functional limits beyond the conditions stated in the Tariff.

To remove or minimize the restrictions applied by the Contractor in accordance with clause 5.13, the User may request an increase in channel bandwidth. The cost and conditions for providing additional bandwidth are determined

on an individual basis and communicated to the User prior to payment.

5.14. At the end of the paid rental period, access to the server is terminated. Data storage on the server is retained for 24 hours after the end of the rental period, unless otherwise specified in the Service. After the expiration of this period, all data placed on the server by the User is subject to irrevocable deletion without the possibility of recovery.

6. Exchange and return conditions

6.1. The service is provided under the terms of a subscription agreement: a fee is charged for the right to request services and maintain the technical readiness of the Contractor's equipment during the paid period. The fact that the server is not actually used, data is not stored, or operations are not performed on the server is not a basis for a refund.

6.2. In order to resolve individual incidents, the Contractor shall have the right, but not the obligation, at its discretion, offer the User alternative solutions (for example, transfer to a similar server in another location if resources are available, provide a temporary extension of the lease term, replace the hardware configuration within technical capabilities), which shall not be considered an acknowledgment by the Contractor of its obligation to refund.

6.3. The User has the right to disable automatic renewal at any time. The disabling takes effect from the nearest period that has not yet begun and does not entail a refund for the current paid period.

6.4. Refunds are only possible in the following cases:

- erroneous or duplicate debits;

-   debiting the cost of the next Subscription period with automatic renewal enabled, if at the time of the User's request the new period has not yet begun – a refund will be made in the amount of the payment for the period that has not yet begun;

- other cases expressly specified in the Service (on the Website and/or in the Personal Account) as grounds for a refund, subject to the conditions set forth in these instructions.

6.5. If it is confirmed that all servers of the selected Tariff have been completely unavailable for more than 72 consecutive hours within the paid period for reasons dependent on the Contractor, the User has the right to demand one of the following solutions:

6.5.1. a proportional refund for the period of complete unavailability;

6.5.2. extension of the Subscription period for the duration of the documented unavailability.

6.6. To submit a request, the User shall send it via their personal account in the

the "Support" section with the subject "Refund":

  - the date and time of the start and end of the failure;

    - screenshots and/or logs of unavailability;

    - confirmation that the settings specified in the instructions have been applied (if any);

    - information about the device, OS, connection type, and network

The incident is considered confirmed when the user data matches the Contractor's logs**.**

6.7. Refunds or extensions are not provided if the unavailability is caused by:

6.7.1. malfunctions and/or limitations on the part of the User's applications or OS (including client applications)

6.7.2. malfunction of the user's device and/or network or restrictions imposed by the communication provider, traffic filtering by third parties;

6.7.3. exceeding the limit and/or triggering of protections (captcha, blocking of suspicious traffic);

6.7.4. scheduled maintenance by the Contractor;

6.7.5. force majeure and/or actions of government authorities, data center failures, blocking of external resources, and third-party anti-fraud filters.

6.8. The Contractor has the right to carry out scheduled maintenance at least once a month, with possible short-term unavailability. Notifications are published in advance and/or, if technically possible, on the Service. The time of scheduled maintenance is not considered a service interruption.

6.9. Refunds, if provided for in the Offer, shall be made to the User's account balance in the Service.

Refunds may also be made at the discretion of the Contractor to the original payment method (or to the payer's details if a refund to the original payment method is not possible) within 14 business days from the date of approval of the refund. The Contractor has the right to request confirming information from the User to identify the transaction; possible commissions of banks and payment services are withheld according to their rules.

6.10. Cancellation of the Subscription (disabling auto-renewal) terminates future recurring charges; access is retained until the end of the current paid Subscription period.

6.11. Funds paid for the current Subscription Period are non-refundable, except in cases expressly provided for in this Offer and/or in the terms and conditions of service provision and/or the policy for recurring payments posted on the Service (on the Website and/or in the Personal Account).

and/or the policy for recurring payments.

Based on clause 1 of Article 429.4 of the Civil Code of the Russian Federation, a contract with performance on demand (subscription contract) is recognized as a contract providing for the payment by one of the parties (the subscriber) of certain, including periodic, payments or other provisions for the right to demand from the other party (the contractor) the provision of the performance stipulated by the contract in the required quantity or volume or on other terms determined by the subscriber.

A distinctive feature of a subscription agreement is that payment is made regardless of whether the customer has requested the relevant performance from the contractor or not, as well as the stability of the payment amount for the reporting period, regardless of the fact that the volume and complexity of the counter-provision in each of the reporting periods may vary significantly.

Such contracts provide for the possibility for the customer to contact the contractor at any time and request the relevant performance (service), and payment is provided precisely for the contractor's constant "state of readiness" during a separate period to provide the customer with a counter-performance.

Failure by the subscriber to take action to obtain performance (failure to send a request to the contractor, failure to use the opportunity provided to obtain performance directly, etc.) or sending a request for performance in an amount less than that provided for in the subscription agreement, as a general rule, does not release the subscriber from the obligation to make payments under the subscription agreement.

Thus, the user has the right to return funds in the amount paid for the next subscription period, i.e., for the next subscription period that has not yet begun and during which the service has not been provided in any amount.

7. Rights and obligations of the Parties

7.1. The Contractor undertakes to:

7.1.1. Provide the User with access to the services to the extent and on the terms of the selected Tariff, posted on the Service prior to payment.

7.1.2. Maintain the Service's operability within reasonable limits and take technical and organizational measures to ensure stable and secure operation.

7.1.3. Notify the User of scheduled technical work at least 24 hours in advance by posting a notice on the Service and/or control panel and/or Telegram bot, except in cases of emergencies and force majeure.

7.1.4. Provide the User with the ability to enable and disable automatic renewal of the Subscription in the Service.

7.1.5. Consider User requests received through the ticket system, Telegram bot, or other official channels within a reasonable time frame, taking into account the technical and organizational complexity of the issue.

7.1.6. Ensure that the User has access to the my.qwins.co control panel for placing Orders, paying for services, managing servers, obtaining connection data, viewing billing and service status.

7.1.7. Ensure the storage of User data for the duration of the server lease and delete the data upon expiration of the storage period specified in the Service after the end of the paid period.

7.2. The User undertakes to:

7.2.1. Pay for Orders at the prices valid at the time of payment and use the Service within the limits of the paid Tariff.

7.2.2. When using the Service and receiving Services from the Contractor, comply with the requirements of the legislation of the Russian Federation, the provisions of the Offer, and all other documents regulating the provision of services by the Contractor.

7.2.3. At the request of the Contractor, provide him with the information and documents necessary to identify the user as a party to the agreement, including when the user sends applications, notifications, and other information to the Contractor.

7.2.4. Not to use the Services provided for purposes that contradict current legislation.

7.2.5. Independently decide to conclude the Agreement by accepting this Offer; confirm that they have the necessary rights and powers.

7.2.6. Not to take any actions that may lead to a disproportionately large load on the Service infrastructure.

7.2.7. Not to interfere with the operation of the Service.

7.2.8. Use only legal software and materials, complying with copyright and related legislation.

7.2.9. Comply with the rules of polite communication. In particular, the User undertakes to avoid flooding, profanity, insults, rude communication, misleading, deception, slander, and spam in communication with the Contractor.

7.2.10. Not to post, publish, transmit, or distribute knowingly false messages that may be criminal in nature or cause any harm to the Contractor or its activities.

7.2.11. Do not take actions aimed at:

- Circumventing the technical limitations of the Service;

- Changing the functioning and performance of the Service;

7.2.12. Not to engage in any illegal activities in relation to and/or using the Services provided.

7.2.13. Not to use the Service for illegal and/or prohibited activities, including (but not limited to): spam, mailings, DDoS, port scanning, brute force, phishing, carding, violations of third party rights, distribution of prohibited content, circumvention of third party security measures.

7.2.14. Please note that the Contractor does not guarantee the operability of third-party client applications.

7.2.15. Independently ensure data security and timely creation of backups, taking into account that data is deleted 24 hours after the end of the paid period.

7.3. The Contractor has the right to:

7.3.1. In the event of a violation of the provisions of this agreement by the user, restrict the user's access to the Service, including by blocking access to the Service for the relevant account, IP address, or range of IP addresses in order to ensure the safe operation of the Service.

7.3.2. Monitor the use of the User's server resources (CPU, RAM, disk space, network activity), including automatic methods of behavior analysis, to the extent necessary to ensure the security and stability of the infrastructure and prevent abuse.

7.3.3. Introduce and/or change the technical parameters of the Service provision (e.g., the format for providing information) by publishing the relevant information on the Service.

7.3.4. In case of non-payment and/or unsuccessful debiting under the Subscription, suspend access until payment is received.

7.3.5. Change the composition and geography of servers, as well as load distribution and routing, ensuring the availability of at least one server of the corresponding Subscription level.

7.3.6. Suspend or terminate the provision of services to the User by deleting the posted services, virtual servers, accounts, and the data contained therein without prior notice to the User and without providing the opportunity to make a backup copy in the event of:

- violation of the terms of the Offer;

- creation of a threat to the security of the infrastructure;

- exceeding permissible loads that disrupt the work of other users of the data

;

    - misuse of resources or violations of the law.

In such cases, the removal of hosted services, virtual servers, accounts, and the data contained therein shall be carried out immediately upon termination of services.

The removal of services and data in the above cases does not constitute a breach of the Contractor's obligations and does not entail any obligation to restore information or compensate for losses.

7.3.7. Change the list of available locations, hardware configurations, and pools, if this is due to technical capabilities, infrastructure upgrades, or data center activities. Such changes do not constitute a violation of the terms of service provision, provided that at least one server remains operational within the Tariff level.

7.3.8. Refuse to provide services if fraudulent activity, unauthorized use of payment data, attempts to violate the integrity of the infrastructure, or other illegal activities are detected.

7.3.9. Delete all data and information posted by the User on the server 24 hours after the end of the paid period if payment for the next period has not been received. After the specified period, the data is permanently deleted and cannot be recovered.

8. Responsibility

8.1. The Service, Personal Account, Control Panel, and Services provided (VPS, VDS, dedicated servers, virtual hosting, and other services of the Contractor) are provided to the User "as is" and "as available," in the form and scope in which they are actually available at the time of access, taking into account the technical and organizational limitations of the infrastructure of data centers and equipment suppliers.

8.2. The Contractor shall not be liable for any claims, losses, or other damages incurred by the User or third parties in connection with an incorrect understanding of the characteristics of the Services, an erroneous choice of tariff, incorrect server configuration, improper use of the Services, or failure to follow instructions.

8.3. The Contractor shall not be liable for any losses (including actual damage, lost profits, and any other losses, including intangible losses such as damage to honor, dignity, or business reputation) incurred by the User due to poor communication channel quality, technical failures, or the entry of incomplete or incorrect information into the Service.

8.4. In the event of non-performance or improper performance of this agreement by the User, the User shall be liable to the Contractor in accordance with the terms of this agreement and the legislation of the Russian Federation.

Federation.

8.5. The Contractor shall not be liable for any delays in the operation of the Service if such delays are caused by reasons beyond the Contractor's control, including natural disasters, terrorism, strikes, fires, earthquakes, floods, epidemics, mass riots, as well as failures in the operation of information sources.

8.6. The User confirms the legality of the purposes and content of the rented server, does not use other people's and/or illegally obtained account data, and does not engage in illegal activities. The risks associated with the content of the transmitted data and its compliance with the requirements of third parties are borne by the User.

8.7. The Contractor shall not be liable for the consequences of unauthorized use of the Service by third parties who have gained access to the Service through no fault of the Contractor.

8.8. The design and structure of the Service, unless otherwise provided in the Offer, are the intellectual property of the Contractor.

8.9. The Contractor shall not be liable for delays, interruptions, failures, or interruptions in the operation of the Service caused by circumstances beyond the reasonable control of the Contractor, including, but not limited to: natural disasters, man-made accidents, epidemics, riots, strikes, terrorist acts, data center failures, power outages, network operator accidents, and attacks by third parties.

8.10. The Contractor does not guarantee the availability of any third-party sites, services, passing of checks, or the consistency and immutability of IP addresses in the selected modes; nor does it guarantee that the User will achieve any results or level of anonymity.

8.11. The User bears the risks associated with the use of their equipment, software, networks, and selected Service parameters, including the risks of losing access to certain resources due to third-party policies and other restrictions.

8.12. The Contractor is not responsible for any illegal actions of the User when using the Service. The Contractor reserves the right to unilaterally suspend or terminate the provision of Services to the User if there is a suspicion that the User has committed illegal actions until the circumstances are clarified.

8.13. If the Contractor has reason to believe that the User is committing illegal or fraudulent actions related to the use of the Service, the Contractor has the right to transfer the relevant information to law enforcement agencies for verification.

8.14. The Contractor does not guarantee and is not responsible for:

8.14.1. the continuity of third-party client applications;

8.14.2.   passing anti-bot, anti-fraud checks, captchas, DPI, filtering, corporate, provider firewalls, and other third-party restrictions;

8.14.3. the permanence and consistency of IP addresses, speeds, and routes.

8.14.4. the availability of any third-party sites, services, and the results of using the Services to achieve specific goals (level of anonymity, commercial and operational indicators, etc.).

8.15. The services of third-party data centers, equipment providers, network operators, and other involved parties are provided to the Contractor on an "as is" basis; the Contractor is not responsible for failures caused by the activities of such parties.

8.16.   To the maximum extent permitted by law, the Contractor's aggregate liability for any claims is limited to the amount actually paid by the User for the last paid rental period. The limitation does not apply in cases of intent, gross negligence, or harm to life and health.

9. Referral Program

9.1.   The referral program (hereinafter referred to as the "Program") is a marketing campaign by the Contractor aimed at attracting new users. The Program allows Users to receive affiliate rewards in the form of a percentage of the expenses of attracted users (Referrals) for the Contractor's Services.

9.2. By participating in the Program, the User (Partner) confirms that they have full legal capacity and agree to the terms of this section.

9.3. In the Personal Account and/or Telegram bot (if such functionality is available in the Telegram bot), the User is provided with a personal referral link. A new user is considered a Referral if they have registered with the Service for the first time, did not previously have an account, and clicked on the Partner's referral link.

9.4. The Partner's reward is credited when all the following conditions are met:

- The Referral has registered for and paid for the Service;

- The Referral has activated the Service (the service must start working);

- The payment has not been refunded.

If the service has been paid for but not activated and subsequently canceled, no affiliate commission will be accrued.

9.5. The affiliate commission is 5% of the Referral's expenses for the Contractor's Services throughout the entire period of their use. The Contractor has the right to set an individually increased percentage.

9.6. The affiliate commission is calculated monthly, between the 1st and 3rd day of the month, for the previous billing period. The specific date of calculation may be set by the Contractor.

9.7. If the Referral was provided with a refund after activating the service, the accrued affiliate commission shall be canceled or written off (reset to zero), regardless of whether it was reflected in the Partner's affiliate account.

9.8. The affiliate commission is credited to the affiliate account or other account of the User in the Personal Account. The Contractor's monetary obligations to the Partner do not arise until the moment of withdrawal.

9.9. Withdrawal of partner remuneration is carried out through the application system. The withdrawal period depends on the payment providers that carry out the withdrawal of funds. As a rule, withdrawal is carried out within 24-48 hours.

The Contractor has the right to request supporting data for identification and verification of the transaction.

9.10. Self-referrals, multiple accounts, inviting bots, hidden accounts, using emulators and anonymization tools to circumvent restrictions, and other abuse of the Program's mechanisms are prohibited.

9.11. The Contractor has the right to verify the uniqueness and authenticity of Referrals based on technical parameters (including IP, subnets, Telegram account data), as well as to cancel accruals, write off rewards, and block accounts if violations of the Program terms are detected.

9.12. The Parties recognize the data on Referrals, accruals, and operations (logs of the Personal Account, Telegram bot, billing system) as reliable evidence.

9.13. The partner reward does not reduce, replace, or affect the User's rights to paid Services. The referral program is promotional in nature and is not part of the Contractor's rates or Services.

9.14. The program does not regulate or replace individual affiliate programs with different terms or individual bots. Such relationships are formalized by separate contractual documents.

10. Provision on recurring payments

This section of the Offer on recurring payments applies exclusively in cases where the User has independently activated the recurring payments function (automatic debits from a bank card) in the Service.

If recurring payments are not enabled, payment for the Services is made by debiting funds from the User's Balance in accordance with the procedure established by the Offer.

10.1. Definitions:

10.1.1. Recurring payments – a service for making regular (recurring) automatic debits from the User's bank card account in favor of the Contractor under a contract concluded on the terms of the Offer, based on the User's consent (acceptance) of the User, given in the manner provided for in the Offer, carried out on a regular basis for a certain period of time.

10.1.2. Bank or Issuing Bank – a credit institution that issues bank cards in the Russian Federation in accordance with the legislation of the Russian Federation and on the basis of agreements with the Bank's customers.

10.1.3. User's Bank Card – a bank card of the User issued by the Bank, which is a non-cash payment instrument intended for the User to perform transactions with funds held by the Bank in the User's bank account with the Bank or with funds provided by the Bank as a loan to the customer in accordance with the legislation of the Russian Federation, as well as the bank account agreement, or within the established limit, in accordance with the terms of the credit agreement between the Bank and the customer, provided that such a payment or credit card can be used to pay for the Service Agreement.

10.2. By connecting Recurring Payments, the User confirms that they are the legal owner (holder) of the bank card, correctly and knowingly enters its details in the Service, has checked the correctness of the entered data, and gives their consent to the withdrawal of funds in accordance with the terms of the Offer.

10.3. "Recurring Payments" allow the User to pay for services under the Agreement on the terms of the Offer by automatically debiting funds from the User's bank card in the amount specified in the Tariff.

10.4. After connecting "Recurring Payments," regular debits will be made from the User's bank card in the amounts necessary for the proper fulfillment of the User's obligations, in accordance with the terms of the Offer, with a frequency corresponding to the Subscription Period selected by the User when placing the Order.

10.5. The User's consent to connect Recurring Payments shall be deemed to have been given if, prior to making the payment, the User has explicitly enabled the recurring payments function in the Service interface (checkbox, switch, other action) and confirmed their agreement with the terms of this section of the Offer.

10.6. Recurring payments shall be enabled in accordance with this section of the Offer only if the Contractor, the processing center, the Bank, and the issuing bank have the technical capability to do so. The Contractor, the processing center, the Bank, and the Issuing Bank shall not be liable for the User's inability to connect to the "Recurring Payments" services.

10.7. To make Recurring Payments, the User agrees to use only one bank card that they own and for which they have a contract with their bank, in line with the terms of that contract. If the User uses another person's bank card, they shall be solely responsible for any damage that has been/may be caused to the bank card owner as a result of the User's actions listed above.

10.8. If the bank card expires, the User has the right to change the instrument (means) for making the subscription payment by providing the details of another bank card of the User, in the manner, if any, provided for in the personal account.

10.9. Recurring payments are made only if there are sufficient funds in the User's bank card account. If, at the time of the Recurring Payment on the payment date, there are insufficient funds in the User's bank card account to pay the debt under the Agreement, or the Recurring Payment cannot be made for any other reason, the User gives their consent (permission) to the Contractor, and the Contractor shall be granted the right to initiate repeated attempts to debit the payment under the Agreement until the tariff is paid, but no later than within 3 (three) days from the date of the next payment. If it is impossible to debit funds from the User's bank card within the specified period, the Contractor has the right to terminate the provision of Services and terminate auto-renewal.

10.10. The User has the right to disable Recurring Payments at any time in their Personal Account or by other means provided by the Service. Disabling Recurring Payments terminates future automatic debits, while access to the Services is retained until the end of the paid Subscription Period.

10.11. The amount of each Recurring Payment is determined by the cost of the Tariff in effect at the start of the relevant Subscription Period. The period already paid for is not subject to change.

11. Term and procedure for changing and terminating the Offer

11.1. The Agreement under the terms of this Offer is considered concluded from the moment of Acceptance by the User and remains in force as a continuing agreement until its termination in accordance with the Offer and (or) the legislation of the Russian Federation. Individual Orders are fulfilled within the paid periods of the Services.

11.2. The Parties have the right to terminate the Agreement in cases provided for by the legislation of the Russian Federation.

11.3. The Contractor has the right to make changes to the Offer unilaterally by publishing the current version on the Service (on the Website and/or in the Bot).

The changes shall come into force upon publication (unless otherwise specified) and shall apply to Subscriptions made or renewed after publication. For the Subscription period already paid for, the terms and conditions of the Offer valid at the time of its commencement shall apply.

Changes to Subscription Rates apply to subsequent Subscription periods. The User has the right to disable auto-renewal before the date of the next payment.

11.4. The Contractor shall have the right to terminate the Agreement unilaterally in the following cases:

– systematic violation by the User of the terms of the Offer;

– discovery of illegal or fraudulent activity by the User;

– repeated threats to the stability of the infrastructure;

– sending of inaccurate information;

– violation of the rights of third parties;

– failure to fulfill the User's obligations (including non-payment for Services).

Services shall be disabled in accordance with the procedure established by the Offer, with the removal of hosted services, virtual servers, accounts, and the data contained therein without prior notice to the User and without the possibility of backup.

In such cases, the removal of hosted services, virtual servers, accounts, and the data contained therein shall be carried out immediately upon termination of the services.

The deletion of services and data in the specified cases does not constitute a breach of the Contractor's obligations and does not entail any obligation to restore information or compensate for losses.

11.5. Termination of the Agreement does not release the User from fulfilling obligations that arose prior to termination, including payment obligations.

11.6. In all matters not covered by the Offer, the provisions of the legislation of the Russian Federation shall apply to the relations between the parties.

12. Other terms

12.1. The titles of the sections of this Offer are used for convenience only and do not affect the interpretation of the Offer or any of its integral parts.

12.2. Changes to the Offer and other documents contributing to the Contractor's activities shall be made by the Contractor unilaterally without agreement with the User and without notifying them. The current version of the Public Offer is published on the Service (on the Website and/or in the Bot).

The User undertakes to independently monitor the relevance of the version of the Offer posted on the Service and to familiarize themselves with it at least once a week, as well as before placing an Order, replenishing the Balance, enabling or extending auto-renewal, and/or performing other legally significant actions.

12.3. The Contractor shall not be liable for any actions of the User with the information received.

12.4. The user has the right to send inquiries regarding the operation of the Service to the support service using the contact details specified on the Website and/or Telegram Bot. The Contractor has the right to provide support at its discretion and is not obliged to respond to incorrect or mass inquiries.

13. Details and contact information of

individual entrepreneur Matvey Vyacheslavovich Koshkin

TIN 541300541971

OGRNIP 325547600053099

Website: https://qwins.co/

Telegram bot: https://t.me/qwins_robot

Email: help@qwins.co