# Terms of Service

Last updated: August 2025

Welcome to **offshore.hosting**, operated by **Owl Owl OÜ** ("we", "our", "us").

By using our services, you agree to these Terms of Service ("Terms"). Please read them carefully.

#### 1. Company Information

• Company Name: Owl Owl OÜ

Reg. No.: 16602534VAT ID: EE102556685

• Address: Sepapaja tn 6, 15551 Tallinn, Harju, Estonia

• **Tel:** +372 6850186

• Website: offshore.hosting

#### 2. Services Covered

These Terms cover all services provided by us, including but not limited to:

- Web Hosting & Shared Hosting
- Virtual Private Servers (VPS)
- Dedicated Servers
- Domain Registration & Transfer (subject to additional ICANN terms below)

## 3. Eligibility

- You must be at least 18 years old to register an account.
- You agree to provide accurate information during registration.
- We reserve the right to refuse or terminate service at our discretion.

#### 4. Acceptable Use Policy (AUP)

We respect privacy and freedom online but strictly prohibit:

- Sending spam, bulk unsolicited emails, or running mailing lists without consent.
- Hosting or distributing child sexual abuse material (CSAM) or related content.
- Phishing, fraud, identity theft, or deceptive activities.
- Hosting or distributing malware, viruses, or ransomware.
- Launching or participating in DDoS attacks or network abuse.
- Using our infrastructure for illegal activities under **Estonian**, **Dutch**, **or EU law**.

Violation of this AUP may result in immediate suspension or termination without refund.

#### 5. Payments & Refunds

- Payment Methods Accepted: Credit Card (via Stripe), Bank Transfer, Cryptocurrency.
- Refunds:
  - Web Hosting: 7-day money-back guarantee (credit card only).
  - Domain Registrations/Transfers: Non-refundable.
  - VPS/Dedicated Servers: Non-refundable once provisioned.
  - Crypto and Bank Transfers: **Non-refundable** under any circumstances.
- All prices are exclusive of VAT unless stated otherwise. EU VAT will be applied where required.

## 6. Service Level Agreement (SLA)

- We guarantee **99.9% uptime** for hosting services (measured monthly).
- If uptime falls below this level, compensation will be provided as account credit only.
- This SLA does not apply to force majeure events, scheduled maintenance, or upstream network issues.

## 7. Suspension & Termination

- We may suspend or terminate services immediately if you violate these Terms or our AUP.
- No refunds will be issued in such cases.
- You may cancel your service anytime via the client portal. Cancellation does not entitle you to a refund unless explicitly covered by Section 5.

#### 8. Domain Registration Terms

By registering a domain with us, you also agree to ICANN's **Registrant Rights and Responsibilities**: (3) ICANN Registrant Rights and Responsibilities

- Domain registrations are **final and non-refundable**.
- You are responsible for maintaining accurate WHOIS data unless privacy/proxy services are used.
- We may suspend or delete domains for non-payment, abuse, or ICANN compliance violations.

## 9. Privacy & Data Protection

- We collect only the minimal information required to provide services (account info, billing details, technical logs).
- We respect user privacy and do not sell personal data.
- Data may be processed in Estonia, the Netherlands, and other EU jurisdictions.
- We comply with the **EU General Data Protection Regulation (GDPR)**.
- For domains, ICANN rules may require us to share registration data with registries.
- By using our services, you consent to this data processing.

## 10. Liability Disclaimer

• Services are provided on an "as-is" and "as-available" basis.

- We do not guarantee uninterrupted service beyond the SLA.
- We are not liable for data loss, downtime, or indirect damages.
- Your sole remedy for service issues is limited to credits as outlined in Section 6.

## 11. Governing Law & Jurisdiction

These Terms are governed by:

- Estonian law (Owl Owl OÜ jurisdiction)
- Dutch law (where our servers are located)
- Applicable European Union law

Any disputes shall be resolved in the competent courts of **Tallinn, Estonia**, unless otherwise required by applicable EU law.

# 12. Changes to Terms

We may update these Terms from time to time. Updates will be posted on our website with a new "Last Updated" date. Continued use of our services constitutes acceptance of the new Terms.

#### 13. Contact Us

If you have any questions, please contact us:

- Email: support@offshore.hosting
- Tel: +372 6850186