SERVICE CARD
Fiberax Virtual Private Server

1. DEFINITIONS

1.1.   Whenever the following capitalized phrases are used in the further part of the Service Card, they should be understood in the following meaning, unless the context of their use clearly indicates otherwise:

VPS / Service	private virtual server (VPS), access to virtualised resources, including disk space and computing power;
Service Card	this Appendix, which includes the Service Card for VPS
Terms of Service	Terms of Service of Fiberax sp. z o.o. or Terms of Service for the provision of services of Fiberax sp. z o.o. to consumers

1.2.   All terms beginning with a capital letter in this Appendix and not defined above shall have the meaning assigned to them in the Terms of Service

2. SUBJECT

2.1.   This Service Card governs the rights and obligations of the Website arising from your use of the VPS.

2.2.   If you are a Consumer, this Service Card governs your rights and obligations regarding the use of VPS. In this case, you are additionally bound by the Terms of Service by Fiberax sp. z o.o. for consumers, available at the following link: https://fiberax.com/documents/Fiberax_B2C_Regulations.pdf which constitutes an integral part of this Service Card. The Service Card, together with the above-mentioned Terms of Service, is binding on you from the moment you accept the Terms of Serivce and its appendices without any changes.

2.3.   If you are an entrepreneur, this Service Card regulates your rights and obligations regarding the use of VPS. In this case, you are additionally bound by the Terms of Service of Fiberax sp. z o.o., which can be found at the following link: https://fiberax.com/documents/Fiberax_B2C_Regulations.pdf, which constitutes an integral part of this Service Card. The Service Card, together with the above-mentioned Terms of Service, is binding on you from the moment you accept the Terms of Service and its appendices without any changes.

2.4.   The Provider undertakes to provide VPS to the User, and the User undertakes to pay the Remuneration to the Provider, on the terms and conditions indicated in this Service Card and the Terms of Service (depending on whether you are a consumer or a business).

3. SERVICE DESCRIPTION

3.1.   Through the Website, the User has the option of ordering ready-made packages (e.g. CPU, RAM, SSD) in the form of a VPS machine.

3.2.   The User has the opportunity to choose the optimal package/packages from those available on the Website.

3.3.   When placing an order for a given VPS, the User also has the option of ordering an additional backup service (subject to an additional fee, as indicated in the order) for the given VPS. It is also possible to purchase backup at a later date, subject to an additional fee.

3.4.   The User can choose the CPU, RAM, storage and many other VPS elements. The User can install, configure, and manage your VPS in any way you want.

3.5.   Each VPS runs in its own, logically isolated environment. You can configure your own firewalls, VPNs and encryption.

3.6.   As part of the VPS, the User receives access to a User Account in which they can start, stop, restart or reinstall their virtual machine. You may also use SSH, the Provider's API, or third-party tools of your choice.

4. MINIMUM TECHNICAL CONDITIONS

4.1.   In order for the User to use the Services, the following minimum technical requirements must be met:
    a.   having a device with Internet access and an installed web browser (the latest version possible; for security reasons, the Provider may not ensure compatibility with older browser versions) supporting HTML and JavaScript technology and the SSL protocol;
    b.   access to the Internet.

5. START OF SERVICE

VPS is provided when you access the Services.

6. CHANGE IN THE SCOPE OF SERVICES PROVIDED

6.1.   The User is entitled to extend the scope of Services provided to them by the Provider on the terms and conditions made available by the Provider, in accordance with the Price List (indicated on the Website), including by placing an order for additional Services via the Website.

7. REMUNERATION RULES

7.1.   The remuneration for VPS is a lump sum in the scope of resources specified by the Parties in the order and constitutes the value of the sum of fees due for the use of the Service by the User in a given settlement period, agreed by the Parties, specified each time in the User Account on the Website. Separate remuneration rules may apply to additional functionalities (always specified in a separate communication with the User).

7.2.   The fixed-fee Remuneration is calculated in advance at the beginning of each settlement period.

7.3. The Parties may provide in separate arrangements that different rules for calculating the Remuneration will apply to the Parties' settlements for the Services.

7.4. With regard to Pre-Paid Users, point 6 of the Terms of Serivce shall apply to Remuneration. The Service Card shall apply to the manner of providing Tariff Units.

8. DURATION OF THE AGREEMENT AND ITS TERMINATION

8.1. The Agreement is concluded for a definite period of 1 month, 6 months or 1 year (depending on the User's choice), counted from the date of commencement of the provision of VPS or another period resulting from the functionality of the website.

8.2. You may terminate the Agreement at any time with respect to the application of this Appendix, subject to one month's notice, effective at the end of the calendar month, only for important reasons specified in the termination, which important reasons will be circumstances beyond the control of you.

8.3. Regardless of the reason for the termination of the Agreement by the User and regardless of the duration of the Agreement chosen by the User, in the event of termination of the Agreement after the commencement of the period for which the Agreement is concluded, the Provider shall not be obliged to refund any amounts paid to it by the User for the purchase of VPS.

8.4. In the absence of a written or e-mail notification by the User to the Provider of the intention to terminate the performance of the Agreement within the scope of application of this Service Card upon the expiry of the period referred to in paragraph 1 above, the Agreement in the above-mentioned scope shall be transformed into an Agreement concluded for the same period as originally agreed. The notification referred to in the preceding sentence, in order to be valid, must be delivered to the Provider 15 days before the expiry of the period referred to in paragraph 1 above. In the event of the transformation of the Agreement, in accordance with this paragraph, into an agreement concluded for an indefinite period of time, either Party may terminate the Agreement with respect to the application of this Service Sheet, in the form or e-mail, under pain of nullity, with one month's notice, effective at the end of the calendar month.

8.5. In the event that the Agreement is terminated by the User for reasons other than gross breach of the Agreement by the Provider, or in the event of termination of the Agreement by the Provider for reasons related to the User in accordance with the procedure specified in the Terms of Service, the User shall pay to the Provider a contractual penalty in the amount of the total subscription fee for the selected VPS Service, multiplied by the number of months remaining until the end of the term of the Agreement (counted as each commenced calendar month from the date of the expiry of the notice period up to and including the date referred to in paragraph 1 above). The payment of the contractual penalty does not exclude the possibility for the Provider to seek damages in excess of the amount of the penalty, on general terms.

8.6. The Provider may terminate the Agreement with respect to the application of this Service Card with 90 days' notice if the Provider decides to discontinue the provision of VPS Services in whole or in part or for other important reasons.

9. ATTACHMENTS TO THE ANNEX

9.1. This Service Card constitutes a standard contract within the meaning of Article 384 § 1 of the Civil Code.

9.2. Amendments to this Service Card shall be subject to Section 3 of the Terms of Service.

List of attachments:

1. Attachment number 1 – SLA;
2. Attachment number 2- Terms of Service.

Fiberax

Standard Service Level Agreement

1. DEFINITIONS

Service Failure (SF)	a case in which the Service is unavailable due to the fault of the Provider, i.e. it is completely impossible to access it for more than 30 consecutive minutes, excluding Scheduled Maintenance Work
Measurement Period (MP)	the number of days in a given calendar month multiplied by 24 hours.
Availability Zone	the geographic region in which the data centers hosting the Services are located, tj. PL_Warsaw – UTC +1 (winter), UTC +2 (summer) time zone.
Scheduled Maintenance Work (SMW)	the period announced in advance of at least 7 calendar days, during which maintenance work may be carried out resulting in a complete lack of access to the Services or restrictions on access to the Services, and which does not exceed 120 minutes in total per calendar month; Scheduled Maintenance Work will be carried out only between 10:00 p.m. and 5:00 a.m. of the geographic time zone for the Availability Zone

2. SUBJECT

2.1. The SLA is an integral part of the Agreement and sets out the rights and means of their enforcement by the User in relation to the quality of the provision of the Services.

2.2. This SLA applies only to the User and applies only to the VPS Services provided by the Provider under the Agreement.

3. SERVICE LEVEL

3.1. The Provider shall exercise due diligence to maintain the Service parameters at a constant level specified in the SLA.

3.2. The Provider may unilaterally, at any time, cover the SLA of new Services and start providing existing Services using equipment/infrastructure with more advanced parameters.

3.3. On the terms specified by the Provider in the SLA, for each failure to meet the conditions of specific parameters of the Services, caused by the Service Failure, the User will be granted a discount on a part of the future remuneration at the Provider's request and in accordance with the SLA.

3.4. The discount referred to in Section 3.3 above is a type of gratification unilaterally granted to the User by the Provider as part of the activity of his business, in particular this gratification does not constitute compensation or the so-called post-transaction discount (reduction of the remuneration already paid), to which the SLA does not apply. The discount granted exhausts your SLA entitlements.

4. MEASUREMENT

In each Measurement Period, the Provider will periodically measure the level of availability of the Services, using software and hardware elements capable of measuring the level of availability of the Services on the terms set by the Provider.

5. SERVICE AVAILABILITY

5.1. The provider guarantees the availability of the VPS at the level of 99.9% etermined according to the following formula:

$$\text{Availability} = \frac{(OP - ZPS) - AU}{OP - ZPS}$$

5.2. Subject to the terms, conditions and exceptions provided for in the SLA, if the level of availability of the VPS provided by the Provider falls below the level specified in point 5.1 above for a period of a calendar month, the User is entitled to apply for a discount of 200% of the Remuneration that would have been due for the period during which the service was unavailable (in the case of a lump sum settlement, the Remuneration determined in proportion to the time of unavailability of the VPS).

6. NOTIFICATIONS

6.1. Service Failure or its elements may be reported to the Provider 24 hours a day, seven days a week, on the terms set out in this section 6.

6.2. User service in the field of requests takes place through the FIBERAX User Service Center (Single Point of Contact for the User), e-mail address: support@fiberax.com .

6.3. The FIBERAX User Service Center is the User's single point of contact for all operational issues and operates 24/7.

7. GRANTING THE REPORT

7.1.   In order to receive a discount for a part of the Remuneration, please contact the following e-mail address: support@fiberax.com , within 30 days from the end of the calendar month in which the level of availability described in the SLA has not been achieved for a given Service, and indicate the elements of the Service and the period for which the User is entitled to the discount.

7.2.   If it is determined that the requested discount is due in accordance with the SLA, it will be granted within 14 days from the receipt by the Provider of the notification in accordance with point 6 above and included in the invoice for the next settlement period, and if the amount of the agreed discount is higher than the value of this invoice, also to the invoice for the next settlement period (to the extent unused, the discount expires).

7.3.   A discount on a part of the Remuneration may be made only for the benefit of the User who complies with the provisions of the Agreement, in particular who makes timely payments of the Remuneration.

7.4.   Improper use of the Services will result in the User being deprived of the possibility to apply for a discount on part of the Remuneration in accordance with the SLA.

7.5.   The SLA sets forth the entirety of your remedies with respect to Service Failures and Defects covered by the SLA, subject to the following sentence.

7.6.   Discounts granted expire on the last day of the Agreement, regardless of the reason for its expiration.

8.   EXCLUSIONS

8.1.   The User will not be refunded a part of the Remuneration for the breach of SLA parameters if the Service Failure was caused or related in particular to:

    a.   circumstances over which the Provider has no real control, in particular acts of public authority, war, insurrection, sabotage, embargo, fire, flood, strike or other circumstances disrupting the Provider's work, unavailability or delay in services provided by third parties to the User or the Provider, software errors provided by third parties, cyber-attacks (including DDoS);

    b.   a fault or failure of software or hardware controlled by the User;

    c.   the act or omission of you or anyone acting on your behalf, or the use of the Services in a manner contrary to the Agreement;

    d.   apparent SLA breaches reported as a result of failures or errors of any of the Provider's measurement systems;

    e.   In the event that the User uses a single network link between its data centers and Fiberax, the Provider shall not be liable for the unavailability of the Service as a result of a failure of the network link as well as the network equipment on the Provider's side that supports this link (due to the single point of failure and the lack of technical possibility to ensure redundancy in the operation of the single link also on the Provider's side). In this case, the unavailability of the service will not be included in the SLA,

    f.   If the User exceeds the resources defined in the order (if defined), the Provider will make efforts to ensure the continuity of the Service within the available resources. However, due to the dynamic nature of the User's processes and the possibility of unforeseen circumstances, the Provider cannot guarantee the uninterrupted and correct provision of the Service in such a situation.

    g.   a Service error / bug that is not covered by the SLA.