

Virtual Server Service Order

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This Service Order ("SO") is an integral and essential part of the published General Terms and Conditions for Services of Papaki (<https://web.papaki.com/oroi-xrisis/?lang=en>) ("T&C").

Papaki, which from now on will be referred to as the "Papaki", is a website for the sale of products and services via the Internet created by the company "ENARTIA Single Member S.A." (hereinafter "Enartia" or "Company"), based in Heraklion, Crete, at the address L. Ionias 66, 71306.

The T&C and this SO contain the terms and conditions for the supply of Virtual Server services by Papaki ("Papaki") to the Customer. The capitalized terms used in this SO have the same meaning as defined in the T&C. The commercial offer of VPS Cloud and VPS services published online on the Papaki website <https://web.papaki.com/?lang=en> is an integral part of these terms and conditions.

Where "Website" is mentioned, it refers to the website of the Enartia brand "Papaki" <https://web.papaki.com/?lang=en>.

1 - Definitions

Hardware: the machine (or machines) on which the Customer is hosted;

Virtual Machine or Virtual Server: a partition of the whole Server that is dedicated to the Customer, who may manage it exactly as a server in its own right.

Software: virtualization system, operating system (Linux or Windows) and additional software installed on the machine according to the offer purchased.

Netiquette: set of rules which, while not being imposed by government organizations or any State, govern conduct on the Web because they are shared by a large number of Web users;

Remote operations: operations performed from a separate workstation to the system console. The server is typically accessed via an Internet connection.

2 - Description of the Virtual Server System

2.1. The Virtual Server System consists of the supply by Papaki to the Customer of the following:

- Hosting Service,
- Initial installation of the latest stable and patched version of the Operating System (Linux or Windows),

- Initial installation of additional software according to the offer/product plan,
- Connection of the machine to the Web,
- Internet bandwidth -The Papaki Server are rented to the customer, the same are located in the EU at the TransIP (a team.blue company) Data Center ("TransIP").

2.2. The personal data and contents entered by the Customer in the Server will be processed exclusively for TransIP to Service and for the entire duration of the service. The Virtual Server Service is offered by means of various solutions and features which are updated regularly on the Papaki website with the respective prices.

2.3. Papaki informs Customers that it is not possible to activate Linux and Windows operating systems simultaneously on the same server. The choice of operating system (e.g., Linux or Windows) rests exclusively with the Customer, who assumes responsibility for it. At the Customer's request, by means of the procedure stated on the control panel, Papaki may restore the basic system on the machine during the period of validity of this SO and the respective costs will be borne by the Customer. Papaki will reactivate a new basic system, deleting all the data on the machine at the time of the request. In this event, excluding any responsibility on the part of Papaki in this respect, the customer is advised to make a backup of the data before making such a request.

2.4. Third-Party Technologies – End-of-Life:

The Service uses software and/or technologies provided by third parties and/or open-source communities (including, indicatively, PHP, MySQL, WordPress, CMS platforms, plugins and themes). The Customer shall ensure that its Website/applications are maintained on actively supported and secure versions. Where any versions become unsupported (end-of-life), Enartia shall not be liable for any risks, incompatibilities or malfunctions arising from the Customer's continued use of such versions.

For security, stability or compatibility reasons, Enartia reserves the right to adapt, limit or discontinue support for specific technologies or versions and, where technically feasible, to provide limited support solely for the functionality of the hosting environment.

The above are governed by Article 6.5 of the General Terms and Conditions, which shall apply in full to this Service Order.

3 - Conditions of the Virtual Server System

HOUSING: The Housing service consists of hosting the hardware containing the virtual servers within the TransIP server farm. Papaki reserves the right in any case to transfer the assets from the aforesaid installation site to another one it believes to be more appropriate, upon prior written notice sent to the hosted Customers if the transfer has an

impact on the functionality of the service. The features of the service and the procedures for delivery and use of the service by the Customer will be as stated in the Commercial offer.

The Customer may only use the software by remote access. Papaki will supply the Customer with administrator level access codes, in respect of which Papaki guarantees the Customer confidentiality. However, the Customer will be required to change the passwords when logging on to the system for the first time and to store them in the strictest confidence and will therefore be responsible for any harm caused to himself and to Papaki or other customers hosted on the same server from the aforesaid passwords being known to third parties as a result of negligent conduct on the part of the Customer.

The Customer will not be allowed to access the server farm. Papaki reserves the right to suspend the Customer's Virtual Server Service at any time if the Customer causes harm to Papaki or other customers.

HARDWARE: The hardware on which the Customer's virtual server is hosted benefits from the technical support provided by its manufacturers, according to the terms and conditions of the manufacturers themselves. No other support is due by Papaki. It will not be possible to perform any hardware servicing on the assigned machine. Papaki may, at its own discretion, replace the Hardware, in which case service interruptions may occur. Papaki will inform the Customer in advance, with 24 hours' notice, only for scheduled interruptions of the time of interruption of the service, for which Papaki will not in any case be required to make any payment to the Customer.

The Hardware is not covered by any insurance for the consequences of any operational failure, including loss of data or virus intrusion. In all cases, therefore, exclusive responsibility for taking out and paying for insurance to cover the software and/or content of the virtual server will rest with the Customer.

In the event of a machine fault not attributable to the Customer, Papaki will be required exclusively to act a repair and/or replacement within the limits of the warranty supplied to Papaki by the Hardware production company.

The Customer undertakes, under his own responsibility, not to transfer the hire of the Hardware to third parties in any respect and to respect and ensure that third parties respect Papaki's rights to the Hardware. Furthermore, it is expressly established that subletting of the Hardware hired by the Customer from Papaki will be forbidden.

The Customer may at any time purchase a different Virtual Server service through his control panel. Any such request will require a new contract to be activated that will be added to the previous one. The Customer is aware that if the active machine is replaced with another one, according to the available offers, a new machine will be rented to them, and they must therefore back up the content before requesting its deactivation.

For efficiency improvement reasons, at its own discretion, Papaki reserves the right to modify the technical features and service hardware, providing Customers with equivalent technical solutions to the ones included in the service purchased by the Customer.

SOFTWARE: The software is used differently depending on the Customer. In this respect, Papaki states and the Customer notes that the fee for the service will vary depending on the various forms of use chosen by the Customer. The details of the various options for use of the software are stated in the Commercial offer, which also states whether responsibility for installing the software will rest with the Customer.

Finally, it is also specified that the Customer is responsible for any harm caused to himself, to Papaki or to other customers hosted on the same server by the inappropriate installation of software or unlicensed or malicious software, or by running malicious software or developing or running malicious software.

Papaki reserves the right to suspend the Customer's Virtual Server service at any time and without notice if the software installed on the latter harms Papaki or other customers or reduces the level of security or finally is used for illegal actions or for purposes contrary to public morality.

Traffic: Papaki undertakes steps to supply Internet connectivity. The Traffic guaranteed will be as stated in the offer. Papaki will constantly monitor the Traffic used. Papaki will invoice for the difference if the guaranteed threshold is exceeded.

In any case Papaki reserves the right to limit the Traffic to that stated in the offer, in which case, if the limit is exceeded, Papaki will not be held responsible for any malfunctions of the service.

The Customer may purchase additional Internet Traffic by requesting it via the control panel. The terms and conditions of use of the additional Traffic will be the same as for this SO.

USAGE LIMITS: The Virtual Server Service is subject to a usage limit stated in the Commercial Offer. If this limit is exceeded by the Customer, an assessment of the situation will be required, with a resulting adjustment being made to traffic limits and the corresponding fees. If no such adjustment is made, Papaki cannot be held responsible for any service malfunctions.

If the Customer does not wish to follow the above indications or the above limit is exceeded, Papaki reserves the right to withdraw from this contract without any financial liability towards the Customer.

4 - Duties of the Customer

USAGE RULES: The Customer undertakes to use the Service in accordance with G.T&Cs and this SO and any other applicable law or regulation. Papaki will not monitor the content of the server managed by the Customer. For the duration of the OS, the Hardware will be hosted at the TransIP server farm and the Customer undertakes, under its own responsibility and at its own expense:

- to use it in accordance with local and other laws and provisions governing its operation and use;
- to use it only for legal purposes;
- to comply with any instructions given by Papaki regarding use of the Hardware and Software to ensure it is used correctly and appropriately.

DATA: The Customer acknowledges that is solely and exclusively responsible for the activities performed through the Services or related directly or indirectly to them, and in particular that is responsible for the content and communications entered, published, disseminated and transmitted on or through the Services. Papaki cannot be held in any way responsible for any criminal, civil and administrative offences committed by the Customer through the Service.

The Customer undertakes to indemnify and, in any case, to hold Papaki harmless against any action, complaint, claim, cost or expense, including reasonable legal expenses, that it may incur owing to a failure by the Customer to respect the obligations assumed and undertakings given in accepting this contract and in any event connected to use of the Services by the Customer.

The Customer also undertakes to respect the Netiquette rules available at <http://www.nic.it/NA/netiquette.txt>. In particular, the Customer warrants that will not directly and/or indirectly engage in spamming or sending communications by email that are not authorized, requested and/or solicited by the recipients. Papaki reminds Customers that this practice is forbidden by Netiquette rules.

If the aforesaid service is purchased on behalf of third parties (end clients) by the Customer (or, for the purposes of this article, Reseller), the Reseller will be jointly and severally responsible with the end customer. Papaki reserves the right immediately to suspend the Service if, at its sole discretion, or further to a report made by third parties, it believes the Customer is engaging in activities that breach the obligations stated in this article.

In this case, the Customer, following an email or other form of notification from Papaki, must immediately eliminate the causes of the complaint or provide appropriate documentation demonstrating the full compliance of the activities they perform with current legislation. If no immediate response is forthcoming, Papaki will be entitled to

terminate the contract immediately, subject to Papaki's right to receive full payment of the fee and to take action to obtain full compensation for any losses incurred.

COMPLAINTS: The Customer is required to report any service faults by registered letter with advice of receipt within the subsequent 48 hours. Any failure to report such faults in the manner and within the terms stated above will release Papaki from any responsibility.

EQUIPMENT: Papaki does not supply the Customer with ownership of any equipment.

5 - Responsibilities of Papaki

Papaki undertakes to use the best technology it is aware of and the best resources available to it to supply the Services that are the subject of this contract. Papaki guarantees the proper operation of the network equipment for connection to the Internet. Papaki and its sub-suppliers cannot therefore be held liable for any losses and/or anomalies that may occur in the supply of the Services that are not directly attributable to them and/or are beyond its technical control, including malfunctions in the operation of telephone and/or data communication networks or malfunctions due to defects in the means needed to gain access, improper use of the latter and/or the procedures for accessing the Services by the Customer or third parties. The Service will be available 24 hours a day, seven days a week, subject to any suspensions for maintenance work. Papaki will not be liable for any interruptions to the service, which it undertakes to restore as quickly as possible. Papaki may interrupt the supply of the service at any time if there are justifiable safety and/or confidentiality reasons, where possible, providing prior notice to the Customer. Papaki may also, at its own discretion and for scheduled operations, modify or revise the functionality or features of its Services for technical reasons, while always guaranteeing adequate functionality. Papaki will not in any case be held liable in the event of a malfunction of the Service due to events that are beyond the reasonable control of Papaki or subcontractors whose services it uses to provide the service, such as, for example: (i) acts of God; (ii) events caused by third parties, including any interruption or malfunction of telecommunication and/or power line operator services or actions or omissions of the relevant Registration Authorities; (iii) malfunction of terminals or other communication systems used by the Customer. Papaki will also be exempt from any liability in the event of total or partial destruction, loss, theft, damage, or deterioration of the Hardware for any reason not arising from its negligence. In any case, any liability of Papaki towards the Customer for losses arising from this contract shall not exceed the total amount actually paid by the Customer to Papaki in the 6 months preceding the occurrence of the adverse event.

Guarantee application process

The Company aims to provide the hosted website content available (uptime) for access from anywhere in the world at all times. Service downtime is defined as the loss of all packages from the Company to the backbone providers.

The Company's goal is to keep the average packet loss at 0.1% or less over the course of a calendar month, as measured by the Company. Downtime is measured after the customer notifies the Company of the inactivity at the time of the interruption through the Company's ticketing system. If access to the ticketing system is impossible, then the customer must call the Customer Service Department. The Company's administrators will determine the end of the downtime. If the average packet loss exceeds 1%, the Company will provide credit to the customer in the form of service subscription time, according to the following tables.

Credits

If the availability of the infrastructure serving your hosting plan is less than 99.9% during a calendar year, Enartia will credit your hosting plan as follows:

Yearly Operation	Credit
99% to 99,9%	Credit 10%
98,99% - 97%	Credit 30%
96,99% or less	Credit 100%

Restrictions

The customer will not receive any credit for any failure, malfunction or unavailability of the website due to or associated with:

- a. Circumstances beyond the reasonable control of Company including, without limitation, governmental activities, war, insurrection, sabotage, armed conflict, blockade, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, inaccessible or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation of ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or the energy required for the use of appropriate equipment for the provision of this SLA.
- b. Planned or emergency maintenance and improvement of the technological equipment of the Company.
- c. Issues with DNS, FTP, POP, IMAP or SMTP client access.
- d. False reports of non-functioning of Enartia's systems.
- e. Acts or omissions of the customer (or other acts or omissions committed or authorized by customer), including, without limitation, custom or coding (e.g., CGI, Perl, HTML, ASP, etc ...), any negligence, willful misconduct, or use of services with violation of conditions of Enartia and the provisions of the acceptable use policy.
- f. Delivery or transmission of email or webmail
- g. Outages elsewhere on the Internet that hinder access to the Customer. The Company is not responsible for their browsers or DNS which can make the appearance of the service to the Customer impossible. Further, Enartia is not responsible for problems arising because of the

internet access quality of the provider chosen by the customer. The Company will guarantee only those areas under its control, namely: the servers, routers and their connection to the Internet.

6 – Duration

Depending on the choice made by the Customer during the purchase procedure or subsequently on his control panel, this SO shall remain in force for the time stated in a) with or b) without automatic renewal.

a) Automatic renewal

In case of expiry with automatic renewal and payment by debit or credit card, or PayPal, the fees stated in the "Fees and Payments" article below will be charged, according to the terms and conditions in force at the time of the renewal, as stated on the control panel, directly by Papaki to the Customer's bank account, following notification by email. If it is not possible for Papaki to apply for this charge, the contract cannot be renewed automatically and will be deemed cancelled at the end of the prescribed term. In this situation, the Customer may renew the service according to the following procedure (expiry without automatic renewal) stated in point (b).

In the event of expiry with automatic renewal and payment by a method other than a debit or credit card or PayPal, 20 days before the expiry date, Papaki will renew the contract, following notification by email, and send the Customer an invoice which must be paid within the terms stated therein. If the Customer fails to make payment within the established time, Papaki may interrupt delivery of the service at any time, subject to the provisions of article 5 of the T&C.

b) Non-automatic renewal

In case of expiry without automatic renewal, the Customer may ask Papaki, using the online procedure provided by Papaki, to renew the service with this SO for additional and successive periods according to the terms stated on the Customer's control panel and according to the technical and financial conditions existing at the time of renewal of the service and performing the renewal procedure.

If the contract is not renewed in the manner and within the terms stated above, the effects of this SO will automatically cease, without the need for any notification by Papaki. If the effects of the contracts cease and/or the aforesaid Conditions of Service no longer exist, in addition to the deactivation of the functions stated in the offer, all the data and material entered by the Customer on the Papaki server will be deleted without any responsibility for Papaki to maintain and/or save them. It will therefore be the Customer's responsibility to save the data on alternative media before the date of expiry if they no longer wish to renew the service.

7 – Fees and Payments

7.1. The charges for the Service shall be determined in the relevant commercial offer and shall be deemed accepted by the Customer upon completion of the payment, in accordance with the payment methods specified therein.

7.2. The renewal price shall be the one set out in Papaki's official price list in force at the time the Customer submits the renewal request or, in the case of automatic renewal (if enabled), at the date of such automatic renewal, as displayed in the Customer's control panel.

7.3. Payment of the fees for the Virtual Server Service shall be made via credit card or any other available payment methods indicated on Papaki's website at the time of payment, by completing the relevant form during the registration process.

7.4. The Customer acknowledges and accepts that the Virtual Private Server (VPS) Service constitutes a digital service which is activated immediately upon the Customer's request and prior to the expiry of the applicable withdrawal period.

By completing the order, the Customer: (i) expressly requests the immediate commencement of the Service, and (ii) declares that they have been informed and accept that, upon full activation of the Service, they lose their right of withdrawal.

Accordingly, following the activation of the VPS Service, no right of withdrawal or refund shall apply.

For legal entities or natural persons acting in the course of their business or professional activity, no right of withdrawal is provided.

8 – Subcontractors

The Papaki Server are rented to the Customer and are placed in the EU at the TransIP (a team.blue company) Data Center located in The Netherlands, part of Team.blue Group and duly appointed Head of according to art. 29 of General Data Protection Regulation UE np. 2016/697 - GDPR. The Company may change location of data centers, using in any case data centers located in E.U.