

General Terms and Conditions (GTC)

I. General Provisions

These General Terms and Conditions ("GTC") govern the rights and obligations between the service provider and its customers.

Provider: Jiří Viták, ID: 21766177, Ametystová 702/46, 153 00 Prague 5 – Radotín.

These terms apply to both individuals and legal entities ordering services as consumers.

Web Portals:

- Billing Panel, main website: <https://kervps.com> – invoice management, service orders, cancellations, support via tickets.
- VPS Manager: <https://manager.kervps.com> – management of virtual servers (LXC, VM).
- Game Hosting Panel: <https://game.kervps.com> – management of game servers (Minecraft, Rust, etc.).

The Provider may modify or supplement the GTC at any time. Previous rights and obligations remain unaffected.

II. Customer Account

- Upon registration, the customer receives an account providing access to the billing panel and other service panels.
- All information must be truthful, current, and correspond to reality.
- The account must be protected with a strong password and must not be shared.
- Access to the panels is **not guaranteed 24/7**.
- Customers must be of legal age; otherwise, consent from a legal guardian is required.
- The Provider may **suspend or delete accounts at any time**, without providing reasons.

III. Conclusion of Purchase Agreement

- Offers on <https://kernvps.com> are for information purposes only. The Provider is **not obliged to conclude a contract**.
- The panel displays service specifications and prices.
- A purchase agreement is concluded upon **payment or first use of the service**, whichever occurs first.
- Suspicious orders may be manually approved after confirmation by the customer.
- Costs associated with concluding the contract online are borne by the customer.
- Services are delivered electronically.

IV. Withdrawal from Contract

- Custom-made services are **non-refundable**.
- Consumers may withdraw from the contract within 14 days from the order **unless the service is immediately usable or custom-configured**.
- Withdrawal requests must be submitted via **ticket in the billing panel**.
- Refunds will be **reduced by the value of already consumed services**.
- After 14 days, refunds are **not possible**.
- The Provider reserves the right to withdraw from the contract for any reason and refund only the **unused portion of services**.

V. Rights and Obligations

Provider Rights

- The Provider may **interrupt or limit services without prior notice**.
- The Provider is **not responsible for data loss** stored by the customer.
- Liability for service unavailability arises **only if downtime exceeds 70 hours per month**.

- The Provider may **check, quarantine, or remove any service** if abuse or dangerous content is suspected.

Customer Obligations

- Customers are **responsible for the content and security of their services**.
- Forbidden uses include: cryptocurrency mining, illegal activities, VPN/DNS/NTP services, spam, torrents, tunnels (GRE, etc.), and overloading infrastructure.
- Customers **must not interfere with the Provider's internal systems**.

Complaint Handling

- Complaints are handled via **ticket system in the billing panel**.

Out-of-Court Dispute Resolution

- Czech Trade Inspection Authority: <https://adr.coi.cz/en>
- European Consumer Centre: <http://www.europeanconsumer.eu>

VI. Abuse Reporting and Monitoring

- Customers may report abuse via **abuse@kernvps.com**.
- The Provider has the right to **inspect any service at any time** if abuse is suspected, even without direct evidence.
- Any dangerous or malicious data **may be quarantined or deleted immediately**.

VII. Termination of Services

- Customers may cancel services via the respective panel unless stated otherwise.
- The Provider reserves the right to **terminate any account or service at any time**, without providing additional notice.
- The Provider **does not guarantee data retention** upon service termination. Data may be deleted immediately, and the customer bears responsibility for any loss.

VIII. Provided Services

- Services include virtual servers (VPS), dedicated servers, game servers, web hosting, domain registration, and related services.
- Services are provided via **Provider-owned or leased servers in the Czech Republic, Switzerland, France, Netherlands, or via partners.**
- Some services are delivered automatically, others manually, depending on the order specification.

IX. Service Usage

- Services **must not be used for illegal activities**, including but not limited to public VPNs, torrenting, cryptocurrency mining, DDoS testing, or cyberattacks.
- Customers are **fully responsible for content and activities on their services.**
- Abuse or excessive system load may result in **warning, suspension, or deletion of services.**
- **Each service may have its own specific terms and conditions; in case of conflict between these specific terms and the GTC, the specific terms shall prevail.**

X. Data Protection (GDPR)

- The Provider processes personal data in compliance with the **EU General Data Protection Regulation (GDPR).**
- Customer data is collected, stored, and used solely for the purpose of providing services and billing.
- Data will **not be shared with third parties** except as required by law or necessary for service provision (e.g., partners for hosting).
- Customers have the right to access, correct, or request deletion of their personal data via the billing panel or by contacting **support@kernvps.com.**
- The Provider implements appropriate technical and organizational measures to ensure the confidentiality and security of personal data.

XI. Legal Framework and Final Provisions

- The relationship is governed by **Czech law**.
- Invalid provisions are replaced with others of similar meaning; other provisions remain valid.
- Purchase agreements are archived electronically and **are not publicly accessible**.