

SPECIFIC TERMS AND CONDITIONS ON THE RENTAL OF A VPS SERVER

SECTION 1: PURPOSE

1.1. The purpose of these Specific Terms and Conditions, which are complementary to Divvy Hosting's General Terms and Conditions of Service, is to define the technical and financial terms and conditions pursuant to which Divvy Hosting agrees to rent and host on its platform the Customer's VPS internet server.

1.2. The Customer hereby recognizes expressly that Divvy Hosting shall not participate in any way in the design, development, realization and set-up of the Customer's website and/or services and of its management and administrative computer tools within the meaning of this agreement.

1.3. In the event of a conflict between the General Terms and Conditions and these Specific Terms and Conditions, the latter shall prevail.

SECTION 2: MEANS

2.1. The Divvy Hosting platform server, where the Customer's VPS server will be installed shall be accessible to the public on the internet network via stations connected to the network.

SECTION 3: TECHNICAL SUPPORT & COMMUNICATION

3.1. Technical assistance is made available to the Customer by Divvy Hosting pursuant to the terms and conditions provided under the General Terms and Conditions of Service. Divvy Hosting provides unmanaged services; as such, our support is limited to hardware, network connectivity, and the virtualization layer. Divvy Hosting does not provide support for third-party software, internal operating system configurations, or software-level troubleshooting. Any assistance provided in these areas is strictly at our discretion and does not constitute a continuing obligation.

3.2. As this is an unmanaged service, Divvy Hosting's support scope is strictly limited to hardware, network connectivity, and the virtualization layer. Consequently, Divvy Hosting does not provide support for internal operating system configurations, software installations, or troubleshooting via third-party remote access tools, including but not limited to AnyDesk, TeamViewer, or Zoom/Meet screen sharing. Furthermore, Divvy Hosting does not provide on-site technical support or in-person consultations at the Customer's premises or Divvy Hosting's facilities. All support operations are conducted exclusively through our secure internal management systems.

3.3. For any support request that requires access to the VPS operating system, the Customer must provide valid Administrative (Windows) or Root (Linux) credentials. This is the sole method by which Divvy Hosting provides such assistance. AnyDesk, TeamViewer, or any other third-party remote desktop

software is never used for this purpose. If the Customer does not provide the required credentials, Divvy Hosting cannot and will not assist with the issue, and accepts no responsibility for the outcome.

3.4. All technical support requests must be submitted exclusively through the official Client Portal at <https://billing.divvyhosting.net> by opening a support ticket. Divvy Hosting does not provide technical assistance via social media, instant messaging apps (e.g., WhatsApp, Telegram), or email addresses not registered within the Client Portal. For security and identification purposes, any communication or inquiries via phone or messaging services will only be acknowledged if they originate from the mobile number and email address officially registered to the Customer's account.

3.5. To ensure the security of the Customer's data, support will only be provided to the registered account holder. Technicians will only act upon requests originating from the official ticketing system within the Client Portal.

3.6. Support requests are processed on a "first-come, first-served" basis. While Divvy Hosting aims to provide timely responses, we do not guarantee a specific resolution time for technical issues, especially those requiring extensive investigation, coordination with Upstream Data Center providers, or software-level troubleshooting on unmanaged servers.

3.7. The Customer acknowledges that technical support availability may be limited or delayed due to scheduled maintenance, unforeseen operational disruptions, utility provider failures, or natural disasters (including but not limited to storms, floods, or major telecommunication outages). Divvy Hosting shall not be held liable for any business loss or damages resulting from delayed support responses during such events or high-volume periods.

3.8. Divvy Hosting provides support exclusively to the registered account holder. Technicians will not participate in conference calls, third-party meetings, or direct communication with the Customer's developers, clients, or other representatives. All troubleshooting communication must remain strictly between Divvy Hosting and the Customer via the official ticketing system.

3.9. To facilitate effective communication, Divvy Hosting provides technical and billing assistance through the support ticket system in both English and Sinhala. While customers are encouraged to communicate in the language they are most comfortable with, all inquiries must be submitted using standard English or Sinhala Unicode script. To ensure clarity and accurate record-keeping, support requests submitted in "Singlish" (Sinhala written in Latin characters) will not be accepted or acknowledged.

SECTION 4: DELIVERY OF SERVICE TERMS AND CONDITIONS

4.1. Divvy Hosting shall inform the Customer by e-mail when the VPS server becomes available. Invoicing shall begin on the effective date of the online launching of the VPS server.

4.2. The server shall become available within a maximum of 7 days of the effective payment date by the Customer of the purchase order.

4.3. After such deadline has expired and if Divvy Hosting fails to make available the server to the Customer, said Customer shall be entitled to request the cancellation of the transaction and the reimbursement of amounts already paid.

4.4. The server rented to the Customer shall remain the property of Divvy Hosting. Any server rented or hosted by Divvy Hosting has a static IP address. The server shall be hosted on Divvy Hosting's server platform.

4.5. The Customer is the administrator of the server rented from Divvy Hosting. He/It may install on his/its own the software applications on the server. He/It is fully responsible for the software installation, and Divvy Hosting may not be held liable for any server malfunction following such installation.

SECTION 5: DIVVY HOSTING'S OBLIGATIONS

Divvy Hosting agrees to use all due care and due dispatch to provide a quality service in compliance with professional standards and the state of the art. Divvy Hosting agrees to:

5.1. Keep the material in good working condition. In the event of failure of the material rented out to the Customer, Divvy Hosting agrees to replace any defective parts at its earliest convenience, except in cases where it is not liable for the failure, or of any other intervention which would require an interruption of service beyond the usual replacement wait times. In the latter case, Divvy Hosting shall immediately notify the Customer.

5.2. Ensure access to the server via internet 24 hours a day, every day of the year. Divvy Hosting reserves the right to interrupt the server for a technical intervention designed to improve its operation.

5.3. At the customer's request intervene quickly in the event of a malfunction not resulting from a misuse of the server by the Customer.

5.4. Ensure that its tools are maintained at the highest quality level in compliance with professional rules and standards.

SECTION 6: DIVVY HOSTING'S LIABILITIES

6.1. Divvy Hosting reserves the right to interrupt the rented server's internet connection if such server constitutes a danger regarding the maintenance of security on Divvy Hosting's hosting platform, whether this is as a result of the piracy of such server, the detection of a flaw in the security system, or the need to update the server.

6.2. Divvy Hosting shall, to the extent possible, notify the Customer in advance and within a reasonable deadline, by informing him/it of the nature and the length of the intervention, in order to enable such Customer to make arrangements in that regard. Divvy Hosting shall restore the connection as soon as the corrective measures have been completed.

6.3. Divvy Hosting shall not be liable for the content of information, sound, text, images, elements of form, or data accessible on the websites hosted on the Customer's server, which are transmitted or placed online by the Customer for any reason whatsoever.

6.4. Divvy Hosting shall not be liable in case of a violation, in whole or in part, of an obligation or of a network operators' flaw in transmission to the internet, especially if it involves its access provider(s).

6.5. Further to the obligation mentioned in Section 7.6, while Divvy Hosting may provide optional backup tools or services, Divvy Hosting shall not be held liable for any data loss, data corruption, or the failure of a backup to restore. The Customer maintains ultimate responsibility for data integrity and is encouraged to maintain off-site backups.

6.6. Divvy Hosting shall not be liable for any damages or legal consequences arising from the hosting of high-security or mission-critical applications (e.g., financial systems, banking portals, or medical databases). The Customer assumes all risks, auditing requirements, and compliance responsibilities associated with such applications.

6.7. LIMITED LIABILITY: THE CUSTOMER ACKNOWLEDGES THAT DIVVY HOSTING AUTHORIZES OTHER SERVICE USERS TO INSTALL THEIR WEBSITES AND SERVERS IN ITS FACILITIES. DIVVY HOSTING SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR DAMAGES, COSTS OR LOSSES INCURRED BY THE CUSTOMER (OR BY THE LATTER'S OWN CUSTOMERS) AND CAUSED BY ANOTHER SERVICE USER'S ACT, MATERIAL OR FAILURE TO ACT. DIVVY HOSTING'S LIABILITY IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) BY STATUTE, OR OTHERWISE, TO THE CUSTOMER (OR THE LATTER'S OWN CUSTOMERS), CONCERNING PERFORMANCE OR NON-PERFORMANCE, AS APPLICABLE, OF ANY OBLIGATION CREATED UNDER THIS AGREEMENT, WITH REGARD TO ANY CLAIM, SHALL BE LIMITED AND SHALL NOT, IN THE AGGREGATE, EXCEED THE TOTAL FEES PAID BY THE CUSTOMER TO DIVVY HOSTING UNDER THIS AGREEMENT IN THE ONE- (1-) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL DIVVY HOSTING BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

SECTION 7: CUSTOMER'S OBLIGATIONS AND LIABILITIES

7.1. With respect to hosting, the Customer shall remain solely and exclusively responsible for the server. The Customer shall not be entitled to request any reimbursement, replacement, or compensation whatsoever from Divvy Hosting for damages to or failures of the server.

7.2. The Customer acts as an independent entity and therefore assumes all the risks related to his/its activities. The Customer is solely liable with regard to the use of the services and websites hosted on his/its VPS server, the content of the information transmitted, posted or collected, including operations and updates, as well as with regard to all files, including address files. The Customer agrees, more specifically, to comply with the rights of third parties, human rights, and intellectual property rights, such as copyrights, patent rights or trademarks. Divvy Hosting shall therefore not be liable, in any way whatsoever, for the content of information transmitted, posted or collected, used, and updated, as well as for any files, including address files.

7.2.1. The Customer shall also refrain from any breach or attempted breach activities (such as port scanning, sniffing, spoofing, etc.) while using the server. In such cases, the Customer shall not be entitled to the reimbursement by Divvy Hosting of amounts already paid.

7.3. The Customer alone shall bear the consequences of a server malfunction resulting from the use by his/its staff or by any other person to whom the Customer has provided his/its password(s). The Customer shall also bear alone the consequences resulting from the loss of such password(s).

7.4. In order to maintain the security level of the Customer's server, and of all its servers on its hosting platform, Divvy Hosting agrees to notify the Customer of the availability of updates for its applications where security flaws have been reported. If these application updates are not carried out at Divvy Hosting's request, Divvy Hosting reserves the right to interrupt the server's connection to the internet network.

7.4.1. Similarly, in the event Divvy Hosting detects that a Customer's server is subject to piracy, an email shall be sent to such Customer, advising him/it that he/it should use a reinstallation procedure in order to ensure the integrity of his/its server and of the entire hosting platform. The Customer may order such procedure from Divvy Hosting after backing up all his/its data. While awaiting the server's reinstallation, Divvy Hosting reserves the right to interrupt the server's connection to the internet network. Divvy Hosting is not required to transfer the data from the pirated system to the new system; such operation is the Customer's responsibility. Divvy Hosting hereby agrees to limit its intervention to the installation of the new system.

7.5. For security reasons, Divvy Hosting can proceed with the immediate suspension (without notice) of any server on which would be offered paid or free public proxies, IRC servers, VPN services, or TOR exit nodes for which Divvy Hosting has knowledge of misuse, fraudulent or unlawful use.

7.6. The Customer shall take all required measures to ensure the backup of his/its data.

7.7. The Customer shall pay for any license or right to use he/it has agreed to with Divvy Hosting, or with a third party, failing which, Divvy Hosting reserves the right to suspend the service without prior notice.

7.8. Divvy Hosting reserves the right to suspend the service without prior notice, as provided under section 7 of Divvy Hosting's general service terms and conditions, in the event the Customer fails to comply with Divvy Hosting's specific and general terms and conditions of service and, generally, with all laws and regulations in force, as well as with rights of third parties.

7.9. The Customer is reminded that Divvy Hosting's intervention in connection with the contract on a VPS server is limited to installing the server. Divvy Hosting only ensures in that regard the rental of a specialized infrastructure, without any control whatsoever over the content of the hosted websites or the contractual relationship between the sites' editor and their Web host, a Divvy Hosting Customer under a VPS server rental contract. The Customer shall therefore be considered a Web host.

7.10. The Customer acknowledges and agrees to be also subject to the laws applicable in the territory on which the equipment is installed. Hence, the Customer acknowledges Divvy Hosting's right to suspend his service if it is used for a prohibited activity at the place of physical location of the equipment provided by Divvy Hosting. The Customer also agrees that the same right applies to IP addresses and the Customer acknowledges Divvy Hosting's right to suspend an IP if it is used for a prohibited activity at the place of registration of the IP. In the event of such use, Divvy Hosting may suspend all the IP addresses of the Customer registered in the same location.

7.11. The Customer must ensure that all content hosted on their server does not infringe upon any third-party intellectual property rights, including copyrights, trademarks, and patents. Upon receipt of a valid DMCA or copyright infringement notice regarding specific content such as logos, images, or posts, Divvy Hosting will notify the Customer. The Customer is required to remove the infringing content immediately. If the Customer fails to comply within the specified timeframe, or if the entire website is found to be in violation, Divvy Hosting reserves the right to suspend or terminate the service without a refund. Divvy Hosting shall not be held liable for any loss of business or data resulting from the suspension or removal of content due to copyright infringement notices.

SECTION 8: BANDWIDTH

8.1. Bandwidth: computer data rate in bits per second, and determining the exchange capacity between the server and the Divvy Hosting network.

8.2. Divvy Hosting guarantees bandwidth up to the rate shown on the Divvy Hosting site for the concerned range of server.

8.3. The bandwidth is no longer guaranteed when the server or servers are used for the following activities:

- Anonymization service (proxy), CDN service;
- Storage Platform or file exchange (including but not limited to cyberlocker);
- Downloading platform;
- Service bypassing limitations imposed by downloading platforms (downloaders);
- Platform for watching online videos;
- Server(s) used for downloading and sending files on peer to peer networks (including but not limited to seedbox).

8.4. In addition, Divvy Hosting cannot guarantee the bandwidth when the server activity requires an intensive bandwidth use. In this case, Divvy Hosting will contact the client to explore his consumption in detail.

SECTION 9: MEASURES AGAINST SPAM SENDING FROM DIVVY HOSTING NETWORK

9.1. Divvy Hosting is implementing a set of technical measures to fight against the sending for fraudulent emails as well of SPAM from its infrastructures.

9.2. To this end, Divvy Hosting performs some verification on the traffic sent from the server used by the client to port 25 (SMTP) on the Internet. The traffic is analyzed by automatic tools.

9.3. Emails sending are neither filtered nor intercepted but checked with a time lag of a few seconds. These operations are performed in parallel and in sequentially before the emails are sent to the Internet.

9.4. Similarly, no operation is performed on the emails sent: Divvy Hosting does not tag emails, and does not alter in any way the emails sent by the Client. No information is stored by Divvy Hosting during these operations outside of statistics.

9.5. This operation is done regularly and is fully automatic. No human intervention is performed when checking traffic to port 25 (SMTP port).

9.6. In the case of the emails sent from a Client's server identified as spam or fraudulent, Divvy Hosting will inform the Client by email and will block the SMTP server port.

9.7. Divvy Hosting does not retain any copies of emails sent from the SMTP Server even when identified as spam. The Customer may request the unblocking of the SMTP port through the management interface.

9.8. Any new email identified as spam will result in a new blocking of the SMTP port for a longer time. From the third blocking, Divvy Hosting reserves the right to refuse any request to unblock the SMTP port.

9.9. Important Information Regarding Email Port Usage: To ensure the security of our network and prevent fraudulent activities, we maintain different mail port policies based on the specific VPS package. Please refer to the information below regarding ports 25 and 465.

9.9.1. VPS Packages with Blocked Mail Ports (25 & 465): For the following packages, ports 25 and 465 are blocked: Win-K1, Win-K2, Win-K3, Win-K4, KVM-A1, KVM-A2, KVM-A3, KVM-A4, KV-1, KV-2, KV-3, KV-4, KV-S1, KV-S2, KV-S3, KV-S4, KV-S5.

9.9.2. VPS Packages with Open Mail Ports: Mail ports are fully open and available for use on the following packages: Linux-OVZ1, Linux-OVZ2, Linux-OVZ3, Linux-OVZ4, Linux-OVZ5, Linux-K1, Linux-K2, Linux-K3, Linux-K4, Linux-K5, ML-1, ML-2, ML-3, ML-4, ML-5, ML-6, OVZ-CF2, OVZ-CF4, OVZ-CF6, WIN-2, WIN-3, Windows - 1, Windows - 2, Windows - 3, Windows - 4, Windows - 5, Windows - 6, Custom WinVPS 16.

9.9.3. Alternative Solutions for Blocked Packages: If your package is in the blocked list, you can still send emails using Port 587 (external services), our free 1GB Business Email package, or third-party relay services like Mail.baby.

SECTION 10: MITIGATION (PROTECTION FROM DOS AND DDOS ATTACKS)

10.1. Divvy Hosting implements protection against Denial of Service (DOS) and Distributed Denial of Service (DDOS) computer attacks on the following VPS packages:

- Win-K1, Win-K2, Win-K3, Win-K4
- KVM-A1, KVM-A2, KVM-A3, KVM-A4
- KV-1, KV-2, KV-3, KV-4
- KV-S1, KV-S2, KV-S3, KV-S4, KV-S5
- ML-1, ML-2, ML-3, ML-4, ML-5, ML-6

10.1.1. This feature is intended to prevent the Customer's operations from being inaccessible during a massive attack.

10.1.2. For packages not listed above, DDoS protection is not included. Customers on such plans acknowledge that their services do not include this safeguard, and Divvy Hosting shall not be held liable for any damages or downtime resulting from DOS or DDOS attacks on those packages.

10.1.3. If a VPS package without DDoS protection becomes the target of a DOS or DDOS attack that affects or threatens to affect Divvy Hosting's network, other customers, or upstream providers, Divvy Hosting reserves the right, at its sole discretion, to take any or all of the following actions:

- Immediately suspend or terminate the affected VPS without prior notice;
- Null-route the affected IP address to protect the network;
- Require the Customer to upgrade to a DDoS-protected package as a condition of continued service; or
- Migrate the Customer's VPS to a DDoS-protected package, with applicable fees communicated to the Customer.

10.1.4. No refunds, credits, or service credits will be provided for any suspension, termination, or downtime resulting from a DOS or DDOS attack on a package without DDoS protection. Divvy Hosting shall not be held liable for any damages, data loss, or business interruptions resulting from such actions.

10.2. The object of this feature is to check the traffic to the Customer's Service from outside of the Divvy Hosting network. The illegitimate traffic is then filtered and rejected upstream of the Client's infrastructure, allowing legitimate users to access the Service despite the ongoing cyberattack.

10.3. These safeguards do not prevent other computer attacks such as SQL injection, brute force, exploitation of security vulnerabilities, etc.

10.4. Due to the great complexity of this Protection Service, Divvy Hosting is only subject to an obligation of means (best efforts) and not an obligation of result. It is possible that the attack is not detected by the tools in place, and that the tools developed do not prevent the operation of the Service from being interrupted.

10.5. Depending on the nature of the attack and its complexity, Divvy Hosting deploys protection at different levels of traffic to preserve its infrastructure and the Customer's Service.

10.6. Mitigation is activated automatically by our upstream providers as soon as the attack is detected. Once activated, mitigation will remain active until the attack subsides and traffic patterns normalize. Therefore, until mitigation is activated, the Service may be directly affected by the attack, which can lead to its unavailability.

10.7. Once mitigation has been activated, it will continue uninterrupted to ensure complete protection. The duration and nature of the mitigation are determined solely by the upstream provider's automated systems. Divvy Hosting does not control the activation or deactivation of these protective measures.

10.8. Throughout the duration of the mitigation activation, Divvy Hosting cannot guarantee the availability and accessibility of the Client's applications but will make reasonable efforts to limit the impact of the attack on the Customer's Service and on Divvy Hosting's infrastructure. If the attack originates from or targets a package without DDoS protection and poses a threat to the network, Divvy Hosting reserves the right to take any action outlined in Sections 10.1.3 and 10.1.4.

10.9. If, despite the activation of mitigation, the cyber-attack is likely to jeopardize the integrity of Divvy Hosting's infrastructure or that of other Divvy Hosting customers, Divvy Hosting will strengthen its protective measures, which may cause a degradation of the Customer's Service or impact its availability.

10.10. It is possible that some of the data generated by the attack cannot be detected by Divvy Hosting's equipment and may reach the Customer's Service. The effectiveness of mitigation also depends on the configuration of the Customer's Service; as such, it is the Customer's responsibility to verify that they have the necessary skills to ensure proper administration.

10.11. The mitigation service does not exempt the Client from securing their Service, implementing security tools (firewalls, etc.), regularly updating their system, backing up their data, or ensuring the security of their computer programs (scripts, codes, etc.).

SECTION 11: RATES AND INVOICING

11.1. The rates indicated on Divvy Hosting's website do not include applicable taxes.

11.2. The rates vary, based on the range of services and the rent term selected by the Customer when ordering. The rate indicated on the purchase order edited by Divvy Hosting shall represent the total amount to be paid by the Customer.

11.3. Because the offer may not be modified once the contract is in effect, the Customer shall be required to determine which offer best suits his/its needs.

11.4. The main IPv4 of a VPS server is included in the server's renting cost and can never be charged for as an independent element of the service.

11.5. Divvy Hosting can offer a number of additional IPv4s, which may or may not be charged for.

11.6. Since the growing scarcity of IPv4s in different countries across the world means growing purchase costs, Divvy Hosting may apply charges to IPv4s that have previously been offered free of charge.

11.7. In the case where an IPv4 that had previously been free of charge becomes billable, the client will be offered the choice to either accept the charge, or release the concerned IPv4.

11.8. Divvy Hosting reserves the right to adjust the rates of its services at any time. Such adjustments may occur due to increases in operational costs from Data Centers, or significant fluctuations in foreign exchange rates (USD/EUR). Customers will be notified of any price changes in advance, and the new rates will apply from the next billing cycle.

SECTION 12: SPECIFIC TERMS FOR WINDOWS VPS

12.1. As part of the initial provisioning process, Divvy Hosting provides Windows VPS servers with Windows Server 2019 pre-installed and activated free of charge. This initial OS installation and activation is a one-time setup service only and does not constitute ongoing managed support. Once the server is delivered, the Customer is solely responsible for all software configurations, security updates, and internal troubleshooting as per Section 3.1 and Section 3.2.

12.2. The manual setup and activation process for Windows VPS typically takes less than 2 hours from the time of purchase.

12.3. The provided Windows license is valid for a single installation only. If the Customer requests an OS re-installation or performs a factory reset on the VPS, the original license will be voided. In such cases, the Customer must pay the prevailing market fee for a new Windows license activation as Divvy Hosting incurs costs for each additional license issued.

12.4. By default, Windows Server versions allow a maximum of two (2) concurrent Remote Desktop (RDP) sessions, which includes the Administrator account.

12.5. If the Customer requires more than two concurrent RDP users, they must purchase their own Client Access Licenses (CALs). Divvy Hosting does not provide or sell CAL licenses. The Customer is solely responsible for the purchase, installation, and technical configuration of any additional CAL licenses.

12.6. If a Windows VPS is upgraded, any additional disk space will be added as unallocated space or a separate partition. If the Customer wishes to merge all disk space into the primary C drive, a full OS re-installation is required. Please note that an OS re-installation will incur an additional Windows license fee as specified in section 12.3.

12.7. Divvy Hosting is not obligated to fix, repair, troubleshoot, or provide free support for any Windows OS issues, software errors, or configuration problems that arise after the initial setup is complete. However, Customers may request paid support for such issues. Paid support services are subject to availability, must be requested via the official ticketing system, and will be quoted on a per-case basis. Any such paid support remains subject to Section 3.2 and Section 3.3. All paid support work is scheduled at Divvy Hosting's discretion based on technician availability and workload. Divvy Hosting does not guarantee resolution of any issue even if paid support is provided.

SECTION 13: CONTROL PANEL INSTALLATION (LINUX VPS)

13.1. As part of the initial provisioning process for eligible Linux VPS packages, Divvy Hosting may offer a one-time courtesy installation and basic configuration of third-party control panels. The Customer may choose between free control panels (such as HestiaCP) or paid control panels (such as DirectAdmin). This is strictly a setup service to help the Customer get started.

13.2. If the Customer selects a paid control panel, the Customer is solely responsible for the full cost of the license or any recurring license fees associated with that control panel. The license must be purchased through Divvy Hosting, and proof of a valid license must be provided before installation. Divvy Hosting will not bear any license costs.

13.3. The initial setup may include, at Divvy Hosting's sole discretion: installation of the control panel, basic PHP configuration, creation of one user account, addition of one domain, and installation of an SSL certificate.

13.4. Post-Setup Limitation: Once the initial setup is complete and the server is delivered, the service is considered **Unmanaged**. The Customer is solely responsible for:

- All software updates, security patches, and bug fixes;
- Troubleshooting control panel errors, PHP errors, database errors, or SSL errors;
- Website hosting, website errors, or any application-level issues;
- Any configurations or installations beyond the initial setup.

13.5. Divvy Hosting is **not obligated** to fix, repair, troubleshoot, or provide free support for any control panel issues, server errors, or website problems that arise after the initial setup is complete. However, Customers may request paid support for such issues. Paid support services are subject to availability, must be requested via the official ticketing system, and will be quoted on a per-case basis. **Any such paid support remains subject to Section 3.2 and Section 3.3.** All paid support work is scheduled at Divvy Hosting's discretion based on technician availability and workload. Divvy Hosting does not guarantee resolution of any issue even if paid support is provided.

13.6. This courtesy setup service does **not** alter the unmanaged nature of the VPS service defined in Section 3.1 and Section 3.2.

13.7. Reinstallation or reconfiguration of the control panel after the initial setup will be subject to an administrative fee, quoted on a per-case basis.

SECTION 14: RENEWAL, SUSPENSION AND TERMINATION

14.1. Automated Renewal Notifications: To ensure service continuity, Divvy Hosting sends multiple automated reminders via Email (to all customers) and SMS (exclusively to Sri Lankan mobile numbers). The notification schedule is as follows:

- 10 Days Before Due Date: First Invoice & Renewal Reminder.
- Before Due Date: Follow-up Reminder.
- On Due Date: Final Payment Reminder.
- 1 Day After Due Date: Grace Period (Service remains active).
- 2 Days After Due Date: Service Suspended.
- 4 Days After Due Date: Final Warning Notice (Urging the customer to contact support via Support Ticket or Email if an extension is needed).

14.2. Customer Responsibility: It is the sole responsibility of the Customer to monitor their Email, SMS, and Client Portal for payment deadlines. Divvy Hosting is not liable for data loss or service disruption if the Customer fails to receive or act upon these automated messages due to technical issues beyond our control.

14.3. Service Suspension: If payment is not received by the due date, the service will be automatically suspended 2 days after the due date. During suspension, all access to the server, its data, and associated services will be restricted.

14.4. Standard Termination: If no payment or formal extension request is made, the service will be permanently terminated on the 5th day after the due date. Once terminated, all data, configurations, and backups will be permanently deleted from our infrastructure.

14.5. Extensions & Late Payment Fees:

- **Extension Request:** Customers requiring additional time beyond the standard 5 days must formally request an extension via a Support Ticket or official Email before the termination date.
- **Late Payment Fee:** Starting from the **6th day** after the due date, a fixed **Late Payment Fee of LKR 500.00** will be automatically added to the outstanding invoice.
- **Mandatory Full Payment:** The Late Payment Fee is not a standalone charge to "buy time." To reactivate or maintain the service, the **Full Invoice Amount PLUS the Late Payment Fee** must be settled together as a single total payment.
- **Service Status During Extension:** During any extension period, the service will remain suspended until the full payment (Invoice Amount + Late Payment Fee) is received. Upon successful payment, the service will be reactivated immediately.
- **Absolute 10-Day Limit:** Even with an extension and late fee, the **maximum allowable time is 10 days** from the original due date. If the total balance is not paid in full by the 10th day, the service will be terminated and all data will be irretrievably deleted without further notice.

14.6. Data Liability: Divvy Hosting does not store, archive, or provide access to any data from terminated accounts. We are **not liable** for any loss of data, loss of business, or damages resulting from service termination due to non-payment or the Customer's failure to settle the invoice within the maximum 10-day period.

SECTION 15: REFUND POLICY

15.1. Delivery Guarantee: If Divvy Hosting fails to deliver the VPS within 7 days of payment, the Customer is entitled to a full refund as per Section 4.3.

15.2. Money-Back Guarantee Periods: A refund will only be considered if the Service experiences significant technical defects that Divvy Hosting is unable to resolve. The eligibility period depends on the specific package:

- **3-Day Refund Period:** The following packages are eligible for a refund only within 3 days of the initial purchase:
 - Win-K1, Win-K2, Win-K3, Win-K4
 - KVM-A1, KVM-A2, KVM-A3, KVM-A4
 - KV-1, KV-2, KV-3, KV-4
 - KV-S1, KV-S2, KV-S3, KV-S4, KV-S5
 - ML-1, ML-2, ML-3, ML-4, ML-5, ML-6
- **7-Day Refund Period:** The following packages are eligible for a refund only within 7 days of the initial purchase:
 - Linux-OVZ1, Linux-OVZ2, Linux-OVZ3, Linux-OVZ4, Linux-OVZ5
 - Linux-K1, Linux-K2, Linux-K3, Linux-K4, Linux-K5
 - OVZ-CF2, OVZ-CF4, OVZ-CF6
 - WIN-2, WIN-3
 - Windows - 1, Windows - 2, Windows - 3, Windows - 4, Windows - 5, Windows - 6
 - Custom WinVPS 16

15.3. Exceptions (No Refunds): No refunds will be provided in the following circumstances:

- Refunds are strictly not applicable for service renewals or any subsequent billing cycles. By renewing the service, the Customer acknowledges their satisfaction and intent to continue the service.
- Service suspension or termination due to violations of the Acceptable Use Policy (AUP) or Terms of Service (TOS).
- Issues arising from the Customer's inability to manage an Unmanaged VPS.
- Software, configuration, or script compatibility issues beyond the virtualization layer.
- Server crashes or errors resulting from following advice from Artificial Intelligence (AI) tools, third-party tutorials, or unauthorized modifications.

15.4. Software Licenses: No refunds are provided for any Software Licenses, including but not limited to Webuzo, DirectAdmin, Windows Server, and Softaculous.

- If a Windows License is provided "Free of Charge" as part of a promotion, this offer is only valid for active services. In the event of a refund, the Full Standard Market Price of the license will be deducted from the refund amount, as activated licenses are considered "consumed."

15.5. Refund Processing, Settlements & Security:

- **Bank Settlements:** Customers acknowledge that payments made via Payment Gateways are settled to Divvy Hosting only on Bank Working Days. Therefore, any refund processing may be delayed during weekends and public holidays.
- **Refund Method:** Since our payment gateway may not support direct automated refunds, all refunds will be processed via Manual Bank Transfer.
- **Recipient Name Policy:** To prevent financial fraud and money laundering attempts, the recipient's bank account name MUST exactly match the Personal or Business Name registered in the Divvy Hosting client profile. We will not process refunds to third-party bank accounts under any circumstances.
- **Required Documentation:** Customers must provide a clear photo of the Bank Passbook front page or a Bank Statement header to verify the account holder's name and account number.
- **Privacy Protection:** For your privacy, you are strongly encouraged to blur out or mask your account balance and transaction history on the document. We only require the account name, number, and bank/branch details.
- **Timeline:** While we initiate refunds within 24-48 hours of approval, the final settlement depends on banking hours and may take up to 14 working days.

SECTION 16: ACCEPTABLE USE POLICY (AUP) & SECURITY

16.1. Prohibited Content & Copyright (DMCA): The hosting of copyrighted or illegal content is strictly prohibited. Engaging in these will result in immediate termination without a refund:

- **Piracy & Pirated Media:** Hosting or linking to illegal Movies, Music, unlicensed Video content, Pirated Software (Warez), Cracked Games, Keygens, or Patches.
- **Adult Content:** Pornographic or sexually explicit content, including child pornography and any content depicting non-consensual sexual acts.
- **Fraudulent Sites:** Phishing websites, Fake/Replica product stores, and HYIP (High-Yield Investment Program) or fraudulent financial schemes.

16.2. Prohibited Software & Network Abuse: The following activities and software are strictly forbidden:

- **Resource Abuse:** Cryptocurrency Mining (Bitcoin, Monero, etc.), World Community Grid, Folding at Home, or similar software.
- **Network Manipulation:** Use of V2Ray, Shadowsocks, Trojan, or similar protocols to bypass ISP data limits/speed caps.
- **Automated Bots & Traffic:** Botnets, TOR Exit Nodes, HitLeap, Jingling, LIULIANGKUANG, iBusinessPromoter, Facebook crawlers, or any artificial traffic creation.
- **Unauthorized Services:** Multics, Card Sharing, Video chat (CamFrog, Visichat), HentaiAtHome, and unauthorized Chinese private game servers.
- **Attacks:** Denial of Service (DoS/DDoS) attacks, Port scanning, IP spoofing, and hosting Booter/Stresser websites.

16.3. System & Network Security: Violations of system or network security are prohibited and may result in criminal and civil liability. Prohibited actions include:

- **Malicious Programs:** Introducing or executing Viruses, Worms, Trojan Horses, and Keyloggers.
- **Unauthorized Access:** Executing any form of network activity to intercept data not intended for your server; circumventing user authentication (Cracking, Brute-force, or Dictionary attacks).
- **Interference:** Forging packet headers or identification information to avoid access limits; using programs designed to interfere with or disable a user's terminal session.

16.4. Email & Spam Policy: Sending unsolicited bulk emails (spam) is strictly prohibited. Any IP blacklisting caused by the Customer will be handled as per the Abuse Handling procedure outlined in Section 16.5. For detailed information on mail port availability per package, please refer to Section 9.

16.5. Abuse Handling & Response Time:

- **Strict 18-Hour Deadline:** If we receive an abuse complaint regarding Malware, DMCA, Phishing, Spam, or IP Blacklisting from our Data Center or upstream providers, the Customer will be notified immediately. The Customer is required to resolve the issue and provide a formal response within 18 hours of our notification. This timeframe is mandatory to allow Divvy Hosting to meet the Data Center's strict 24-hour resolution deadline.
- **Emergency Action:** Failure to respond or take action within the 18-hour window will result in immediate suspension or termination of the service to protect our network integrity.
- **Critical Threats:** For high-risk incidents (e.g., active DDoS or massive Spam outbreaks causing severe network disruption), Divvy Hosting reserves the right to suspend the server instantly, even before the 18-hour window expires.

16.6. Fair Resource Usage: While resources are allocated, over-abusing or "hogging" the shared host node's CPU, RAM, or I/O for extended periods in a way that impacts other users is prohibited. Consistently running the CPU at 100% for non-standard tasks will result in account suspension until the issue is resolved.

16.7. Content Responsibility & Legal Notice: Divvy Hosting is not legally responsible for data uploaded, stored, or distributed through our servers. The Customer assumes full and sole responsibility for their data and the purposes for which the server is used. We reserve the right to cooperate with legal authorities if required.

SECTION 17: INFRASTRUCTURE UPDATES & MAINTENANCE

17.1. Divvy Hosting performs essential maintenance on server hardware, virtualization software (hypervisors), and internal network routing as needed. While we aim for maximum uptime, these operations are mandatory for long-term stability and security, and may result in temporary service interruptions or reboots.

17.2. To protect the integrity of the network, Divvy Hosting reserves the right to perform mandatory software updates or apply critical security patches. In cases of high-risk security threats, these updates may be performed immediately and without prior notice.

17.3. Divvy Hosting reserves the right to migrate VPS accounts to enhanced hardware or different geographic locations whenever necessary for performance or infrastructure requirements. Such migrations are final and mandatory for continued service.

17.4. Whenever a VPS is migrated to a new environment, the previous (Legacy) VPS will remain accessible for a maximum period of 72 hours (3 days) only. This window is strictly provided for DNS propagation and final data verification. No extensions will be granted due to Customer business delays, "busy" schedules, or failure to update configurations.

17.5. Upon the expiration of the 72-hour window (or once the Customer confirms the new VPS is operational—whichever is earlier), the legacy VPS and its data will be automatically and permanently deleted. Divvy Hosting does not store any backups of the legacy environment once it has been decommissioned.

17.6. If a Customer continues to use or modify the legacy VPS instead of the new environment during the 72-hour transition period, they do so at their own risk. Divvy Hosting is not liable for "lost work," "outdated data," or data discrepancies caused by the Customer's failure to switch their operations to the new server immediately.

17.7. It is the sole responsibility of the Customer to update their domain DNS records, IP-restricted APIs, and any local software settings to reflect the new server information. Divvy Hosting is not liable for any downtime or business loss resulting from the Customer's delay or failure in updating these records within the provided 72-hour window.

17.8. Divvy Hosting maintains the sole right and absolute discretion to reassign or update IP address blocks at any time to ensure compliance with network connectivity standards. These are provider-level technical decisions; Customers do not have a contractual right to demand specific IP assignments or replacements.

- If a Customer's assigned IP experiences connectivity restrictions with third-party networks (e.g., being blacklisted or blocked) due to the Customer's own activities or prohibited usage, Divvy Hosting is under no obligation to provide a replacement IP. In such instances, service may be suspended without prior notice or refund.
- Any IP reassignment granted as a courtesy following a Customer-side issue may be subject to a non-refundable Administrative Fee.
- Divvy Hosting shall not be held liable for any downtime or the labor required for the Customer to update their own systems during a mandatory network-level update initiated by the company.

SECTION 18: SERVICE AVAILABILITY & MAINTENANCE

18.1. Uptime Commitment: While Divvy Hosting strives to provide a highly stable environment with near-constant availability, Customers acknowledge that certain factors, including hardware maintenance, data center upgrades, or unforeseen software-level adjustments, may cause temporary service interruptions.

18.2. Scheduled Maintenance: To ensure the long-term reliability and security of our infrastructure, we periodically perform scheduled maintenance. Whenever possible, we will provide advance notice to Customers; however, brief outages during these windows are considered normal operational procedures and do not constitute a breach of service.

18.3. Software & Environment Stability: As VPS environments involve complex software layers and third-party virtualization technologies, occasional restarts or optimizations may be required to maintain peak performance. These temporary sessions are essential for preventing larger system-wide failures.

18.4. Limitation of Liability: Divvy Hosting shall not be held liable for any loss of data, profit, or business reputation resulting from temporary downtimes caused by infrastructure maintenance, emergency security patches, or technical issues beyond our immediate control.

SECTION 19: MODIFICATIONS TO TERMS OF SERVICE

19.1. Divvy Hosting reserves the right to modify, update, or change any part of these Terms of Service at any time without prior notice.

19.2. Any such changes will be effective immediately upon being posted on the Divvy Hosting website. It is the Customer's responsibility to review these Terms of Service periodically for any updates.

19.3. Continued use of Divvy Hosting services after any modifications to the Terms of Service shall constitute the Customer's acceptance of those changes.

19.4. All modifications to these terms apply to all active services, regardless of the billing cycle (Monthly, Quarterly, or Annually). Customers on annual or long-term plans acknowledge that service continuity is subject to the most current version of the TOS. Divvy Hosting does not offer "grandfathered" terms; the latest version posted on our website shall supersede any previous agreements. Modifications to these terms do not entitle the Customer to a refund for any pre-paid services or remaining contract periods.

ACRONYMS

- AUP – Acceptable Use Policy
- CAL – Client Access License
- CDN – Content Delivery Network
- CPU – Central Processing Unit
- DDoS – Distributed Denial of Service
- DMCA – Digital Millennium Copyright Act
- DNS – Domain Name System
- DoS – Denial of Service
- HYIP – High-Yield Investment Program
- I/O – Input/Output
- IP – Internet Protocol
- IPv4 – Internet Protocol version 4
- ISP – Internet Service Provider
- KVM – Kernel-based Virtual Machine
- OVZ – OpenVZ
- PHP – PHP: Hypertext Preprocessor
- RAM – Random Access Memory
- RDP – Remote Desktop Protocol
- SMTP – Simple Mail Transfer Protocol
- SQL – Structured Query Language
- SSL – Secure Sockets Layer
- TOS – Terms of Service
- VPS – Virtual Private Server

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