TERMS OF SERVICE

Effective date: 1 June 2026 **Last updated:** 1 June 2026

Provider details

Trading name	TheHostCare
Legal entity	AS Solutions SLLC
Owner / Representative	Vasil Valkov
Company No.	207448378
VAT No.	BG207448378
Registered address	str. Lebed No. 2, floor 1, office 104, Plovdiv 4002, Bulgaria
Billing email	billing@thehostcare.com
Support portal	https://control.thehostcare.com/
Websites	https://thehostcare.com - https://thehostcare.bg

In these Terms of Service ("**Terms**", "**ToS**", or "**Agreement**"), AS Solutions SLLC, trading as TheHostCare, together with each of its subsidiaries, is referred to as "**TheHostCare**", "**we**", "**us**", or "**our**". The subscriber, customer, or person or entity using our services is referred to as the "**Customer**", "**Subscriber**", "**you**", or "**your**".

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0. Acceptance of these Terms

By ordering, accessing, or using any service provided by TheHostCare, or by purchasing any virtual or physical product through **thehostcare.com** or **thehostcare.bg**, you confirm that you have read, understood, and agree to be bound by these Terms.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind that entity, and "you" refers to that entity.

By accepting these Terms, you also agree to the applicable end-user licence agreements ("**EULA**") of third-party software and platforms supplied as part of, or alongside, our services

- including but not limited to Microsoft, WebPros (cPanel/WHM), Electron Technologies FZC, other third-party vendors, and open-source software. Where a third-party EULA conflicts with these Terms in relation to that third-party product, the third-party EULA prevails for that product.

We may amend these Terms from time to time at our discretion. We will publish the current version at thehostcare.com with an updated "Last updated" date and, where the change is material, notify active Customers by email. Continued use of the service after changes take effect constitutes acceptance. A change to the Terms is not grounds for early termination of a fixed-term commitment or for non-payment of amounts already due. Where a change materially reduces your rights, you may cancel in accordance with Section 6 before the change takes effect.

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1. Governing law and jurisdiction

This Agreement is governed by and interpreted in accordance with the laws of the Republic of Bulgaria and applicable law of the European Union.

Where a service is tied to a specific jurisdiction (for example, hosting delivered from a particular country), the laws of the country in which the service is provided apply as supplementary to the governing law. Any conflict of laws or legal principles is resolved in accordance with the primary governing law stated above.

Nothing in this Agreement removes any mandatory statutory right you have as a consumer under Bulgarian or EU law. Where any provision of these Terms conflicts with a mandatory consumer-protection right, that statutory right prevails to the extent of the conflict.

The courts of Bulgaria have jurisdiction over any dispute arising out of or in connection with these Terms, without prejudice to any mandatory right a consumer may have to bring proceedings in the courts of their own country of residence within the EU.

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2. Eligibility and account registration

To order services you must be at least 18 years old (or the age of majority in your jurisdiction) and capable of entering into a binding contract.

You agree to provide accurate, current, and complete registration information and to keep it up to date. A legal entity making a payment must first complete its company details in our system at https://control.thehostcare.com/; the system will then send notifications to the email address registered in the account.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us immediately at billing@thehostcare.com if you suspect unauthorised use.

3. Charging, refunds, and disputes

3.1 General

Receipts, payments, and invoices issued automatically by our system at https://control.thehostcare.com/ are classified as orders and payments. All prices are stated exclusive or inclusive of VAT as indicated at checkout; VAT is applied where legally required.

3.2 Statutory right of withdrawal (consumers in the EU)

If you are a consumer in the EU, you have a statutory right to withdraw from a distance contract within **fourteen (14) days** without giving any reason, in accordance with Directive 2011/83/EU and Bulgarian consumer-protection law.

For services and digital content that begin during the withdrawal period:

- By requesting that your service be activated and provisioned immediately, you **expressly consent** to performance beginning before the end of the 14-day withdrawal period and acknowledge that you will lose your statutory right of withdrawal once the service has been fully performed.
- If you withdraw after performance has begun but before it is complete, we may charge you a proportionate amount for the service actually supplied up to the moment you informed us of your withdrawal.

3.3 Voluntary refund policy

In addition to any statutory right, TheHostCare offers the following voluntary refund terms for new orders:

- Standard services (e.g. Web Hosting, Reseller Hosting, Managed Hosting) are eligible for a **full refund within seven (7) days** of the initial purchase, regardless of whether the service was purchased for one (1), three (3), or more months.
- This 7-day window is approximate and is measured from order activation; it may vary by a few hours or days from the exact time your initial payment was processed.
- Refunds must be **explicitly requested** by the Customer. Submitting a cancellation request does **not** by itself constitute a refund request.
- Approved refunds are returned through the **original payment method** used for the order.
- **All upgrades, add-ons, and additional services are final and non-refundable** once the order is completed.

Where you exercise the voluntary refund and your statutory right does not require otherwise, you acknowledge that we may charge for the time the service was used before cancellation.

3.4 Dedicated (physical) servers

Dedicated servers are eligible for a refund **only within forty-eight (48) hours** after the service has been provisioned. Because physical servers require physical installation and configuration, any refund covers the **product price only** and **excludes the setup fee**.

3.5 Automatic (subscription) payments

You agree that our system may automatically charge you when a payment obligation is generated. You may cancel the service before the payment deadline to avoid an automatic (subscription) charge.

Refunds for automatic (subscription) payments:

- An automatic payment is eligible for a **100% refund of the last payment** only where the request is submitted within **forty-eight (48) hours** of that payment being taken by the system.
- After 48 hours, TheHostCare reserves the right to refuse a refund.
- After an automatic payment, you must **explicitly submit a cancellation request** for your subscription. Any amount for the unused remaining period is **not** refunded.
- We may require additional information to process a refund and will contact you by email for confirmation. If you do not confirm, TheHostCare is not liable for any subsequent charges or delayed refunds.

To request a refund, email **billing@thehostcare.com** or open a ticket at **https://thehostcare.com/help**.

3.6 Late fees

If payment is more than **forty-eight (48) hours** late after the expiry of the service, a **20% late fee** may be added to cover resource reservation and the delayed payment.

3.7 Chargebacks and disputes

If you dispute a charge, please contact us first at billing@thehostcare.com so we can resolve it. Initiating a chargeback or payment dispute without first contacting us, in respect of a service that was correctly provided, may result in immediate suspension or termination of your services and recovery of the disputed amount plus reasonable administrative costs.

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4. Suspension and termination for non-payment or violations

4.1 Non-payment

TheHostCare may suspend or cancel a service if a payment obligation remains unpaid for **seven (7) days** after the due date.

Our system automatically sends payment reminders to the email address registered to your account: **six (6) days, three (3) days, and one (1) day** before the payment deadline.

- **48 hours** after the due date: the service is **temporarily suspended**.
- **20 days** after the payment deadline: the service is **terminated and deleted**, and all related data - including backups, databases, and files - is **irretrievably deleted** from TheHostCare servers and infrastructure, unless you have purchased a data-retention add-on or we have a separate written agreement to retain your data.

TheHostCare is not responsible for undelivered or misdelivered emails caused by an incorrect or outdated email address on your account.

You may request an **archive copy** of your service before final termination through the support system at **https://thehostcare.com/help**. Once a service is terminated and the data deleted, recovery is **not possible**.

4.2 Conduct and abuse

TheHostCare expects respectful communication. In the event of abusive, vulgar, offensive, threatening, disrespectful, or aggressive behaviour towards our staff, we reserve the right to:

- terminate or cancel your service where we deem it necessary;
- temporarily restrict communication with you.

4.3 Other grounds for immediate termination

We may suspend or terminate a service immediately, without notice, where there is reliable evidence of activity prohibited under Section 9 (Acceptable Use), or where required to protect our infrastructure, other customers, or to comply with the law. Where reasonably possible and lawful, we may instead give you **twenty-four (24) hours** to back up and migrate your data.

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5. Domain names, registration and pricing

This Section applies in addition to Section 3 (Charging, refunds, and disputes) and governs the registration, renewal, transfer, and pricing of domain names ordered through TheHostCare. Where this Section conflicts with the general provisions of Section 3 in relation to a domain, this Section prevails for that domain.

5.1 Registrar of record and applicable policies
TheHostCare offers domain registration, renewal, and transfer through one or more ICANN-accredited registrars and registry operators. By ordering a domain through us, you also agree to the registration agreement, policies, and dispute-resolution procedures of the relevant registrar and registry operator (the “Registry Policies”), including ICANN’s Uniform Domain-Name Dispute-Resolution Policy (UDRP) and any applicable country-code (ccTLD)

registry rules. Where a Registry Policy conflicts with these Terms in relation to a specific domain, the Registry Policy prevails for that domain.

5.2 Pricing, currency, and taxes

- All domain prices are displayed at checkout and in your account at https://control.thehostcare.com/, stated in EUR, exclusive or inclusive of VAT as indicated; VAT is applied where legally required.
- Domain pricing is set per extension (TLD) and is determined by the relevant registry's wholesale price, any applicable ICANN fee, and our service margin.
- Registration, renewal, transfer, and restoration (redemption) are priced separately. The price shown for an initial registration does not necessarily equal the renewal, transfer, or restoration price for the same domain.

5.3 Promotional and first-term pricing

- Promotional or discounted prices — including first-year offers and prices applied via a promotional code — apply only to the term and quantity stated at the time of order.
- Unless expressly stated otherwise, a promotional price applies to the first registration term only. The domain renews at the standard renewal price then in effect for that extension.

5.4 Renewal pricing and price changes

- Renewal prices are those published at https://control.thehostcare.com/ at the time of renewal and may differ from the price paid at initial registration.
- Registries and ICANN may change wholesale prices and fees at their discretion. Where a registry or ICANN changes its pricing, we may pass that change through to you, including for renewals of existing domains, without it constituting an amendment to these Terms requiring separate notice. The current price is reflected in your account before any charge is taken.

5.5 Premium and aftermarket domains

- Certain domains are designated by the registry as "premium", "reserved", or "aftermarket" and are priced above standard rates. A premium domain may carry a premium renewal price — not only a premium registration price — as set by the registry.
- The applicable premium price is displayed at checkout. By completing the order you accept that price, including any premium renewal price, for the domain concerned.

5.6 Term, auto-renewal, and expiry

- Domains are registered for the term selected at checkout (typically one or more whole years), as permitted by the registry.
- To help prevent accidental loss, eligible domains are set to auto-renew by default. Our system sends renewal reminders to the email address registered to your account before expiry; you are responsible for keeping that address current (Section 2).
- You may disable auto-renewal at any time before the renewal charge is generated, through https://control.thehostcare.com/. If a domain is not renewed, it will expire and

may be suspended, deleted, or released by the registry in accordance with the Registry Policies.

5.7 Redemption and restoration

- After expiry, many extensions provide a redemption period (Redemption Grace Period) during which a lapsed domain may be restored. Restoration is subject to a redemption/restoration fee set by the registry, which is additional to the renewal price and is displayed at https://control.thehostcare.com/.
- Once the redemption period ends, the domain enters pending deletion and is released by the registry. After release, recovery is not possible and re-registration is not guaranteed, as the domain may be registered by any third party.

5.8 Transfers in and out

- A transfer into TheHostCare generally requires the domain to be unlocked and a valid authorisation (EPP / auth) code, and may be subject to a registry transfer lock of up to sixty (60) days following an initial registration or a previous transfer.
- For most gTLDs, a successful inbound transfer adds one (1) year to the registration term and is charged at the applicable transfer price for that extension.
- You may transfer a domain away to another registrar in accordance with the Registry Policies. We do not charge a separate outbound transfer fee unless required by the registry; amounts already paid for the current term are not refunded on transfer out.

5.9 Refunds for domains

- Domain registrations, renewals, transfers, and redemption/restoration fees are non-refundable once the order has been completed and submitted to the registry, because the corresponding registry fee is incurred immediately and cannot be reversed.
- This applies notwithstanding the voluntary refund terms in Section 3.3, which do not cover domain services.
- Consumers in the EU: by ordering a domain and requesting immediate registration, you expressly consent to performance beginning before the end of the 14-day withdrawal period and acknowledge that, once the domain has been registered, transferred, or renewed with the registry, the service is fully performed and your statutory right of withdrawal in respect of that domain is lost (see Section 3.2 and Directive 2011/83/EU). Nothing in this Section removes any mandatory statutory right that cannot be excluded.

5.10 Registrant responsibilities and accurate data

- You must provide and maintain accurate, current, and complete registrant (WHOIS / RDAP) contact data. ICANN and registry rules require this; inaccurate, incomplete, or unverified data may result in suspension or cancellation of the domain without refund.
- You are responsible for ensuring that your registration and use of a domain does not infringe the trademark or other rights of any third party. Domain disputes are governed by the UDRP or the applicable registry dispute procedure, and any resulting transfer, suspension, or cancellation of a domain is outside our control.

- Registration of a domain confers only the rights granted by the relevant registry for the registered term; it does not transfer ownership of the domain name as property beyond those rights.

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6. Cancellation by the Customer

6.1 Submitting a cancellation request

Cancellation must be made through the **"Cancellation Request"** section in the TheHostCare system. You may alternatively submit a request by email to **billing@thehostcare.com** or via the contact form in the customer portal.

When submitting a cancellation request, you may choose:

- **immediate cancellation** (within 24 hours); or
- **cancellation at the end of the current billing period**.

Immediate cancellation is **irrevocable** and cannot be stopped after submission. Submitting a cancellation request does **not** guarantee a refund - refunds must be requested separately and are subject to Section 3. During periods of high demand, services set to cancel at the end of the billing period that are no longer in use may be terminated up to **three (3) days** earlier.

6.2 Cancelling subscriptions through PayPal

TheHostCare does not have access to your PayPal account. While we will attempt to terminate active PayPal subscriptions via API upon receiving your cancellation request, **you are solely responsible** for cancelling all active subscriptions to TheHostCare through your own PayPal account. TheHostCare is not responsible for unintended or recurring PayPal payments.

PayPal cancellation instructions:
https://www.paypal.com/us/cshelp/article/what-is-an-automatic-payment-and-how-do-i-update-or-cancel-one-HELP240

6.3 Cancelling automatic card payments

Automatic debit/credit card payments set up on the TheHostCare website are cancelled automatically once your cancellation request is received and confirmed.

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7. Backups and archiving

7.1 Hosting backups (Web, Reseller, Managed Hosting)

TheHostCare performs automatic backups of Web Hosting, Reseller Hosting, and Managed Hosting:

- **Daily (incremental)** backups, generated every 24 hours between **01:00 and 10:00 server time**, retained for **fourteen (14) days**.
- **Monthly (full)** backups - up to **two (2)** retained, kept for **two (2) months**.

7.2 Cloud / VPS / Email / Database backups

For Cloud, VPS, Email, and Database services:

- **Daily (incremental)** backups, generated every 24 hours between **01:00 and 10:00 server time**, retained for **seven (7) days**.
- **Weekly (full)** backups - up to **one (1)** retained, kept for **two (2) weeks**.

7.3 No guarantee - keep your own backups

TheHostCare is not responsible for data loss. Backups are provided as a courtesy and convenience, not as a guarantee. We strongly recommend you maintain your own local or off-site backups, particularly against risks such as hardware failure, faulty modifications, or other problems beyond our control.

7.4 Responsibility where no backup exists

If a backup is unavailable due to system error, account termination, exclusion under Section 7.5, or other circumstances, TheHostCare is not responsible for any loss of data or files.

7.5 Archiving restrictions

We reserve the right to exclude from backups files and directories that are large, contain certain file extensions, are used for automatic archiving or logging, or are not essential to restoring the service. Excluded files and directories include, but are not limited to:

For Web Hosting, Reseller Hosting, and Managed Hosting:
*.bkup
/var/amasty_fpc/
*.gz
/var/backups/
*.jpa
/var/cache/
*.log
/var/debug/
*.sql
/var/export/
*.tar
/var/import/
*.tar.gz
/var/log/

*.wpress
/var/report/
*.zip
/var/session/
*/.wysiwygPro_*
/var/tmp/
/backupbuddy_backups/
/cache/smarty/
/wp-content/cache/
/com_akeeba/backup/
/core.[0-9]
/wp-content/wphb-cache/
*/error_log
/wp-content/uploads/wpcf7_captcha/
/wp-content/widget-cache/
.MirrorSearch
/wptsc-cachedir/
.cpanel/*.sock
access-logs/*
.trash
backup-*.tar.gz
logs/*
site-*.tar.gz
public_ftp/*
softaculous_backups/*
public_html/cache/*
tmp/*
lscache/*

TheHostCare reserves the right to add to this list to optimise system efficiency and reliability.

7.6 Archiving process

Backups are generated using a queue system; depending on file volume the process may take **1 to 12 hours**. Archives may be provided as:

- a **download link** (download URL); or
- a **restore** to your server - existing files will be overwritten unless otherwise specified.

7.7 Cost and scope

Backups and restoration are provided **free of charge** as part of the hosting service described in Sections 7.1–7.6, and apply **only** to those hosting services.

Free backups are **not** provided for:

- Colocation;

- Cloud and VPS services;
- Dedicated (physical) servers;
- All other non-hosting services,

unless expressly agreed and ordered as an add-on. Customers using these services are fully responsible for their own backup strategy.

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8. Acceptable Use Policy

8.1 Lawful use only

You may use the service only for legitimate and lawful purposes. TheHostCare expressly prohibits:

- fraud of any kind;
- fraudulent or malicious transactions;
- any action that may intentionally or unintentionally harm other users, systems, or our infrastructure.

Where there is reliable evidence of such activity, we may immediately cancel the service without notice, or at our discretion give you **twenty-four (24) hours** to back up and migrate your data.

8.2 Prohibited activities

The following uses are strictly prohibited:

- IRC scripts/bots (except with express permission);
- proxy scripts and anonymising services;
- AutoSurf / PTC / PTS / PPC websites;
- IP scanners and brute-force tools;
- mail bombs and spam scripts;
- mirror / file-dump services;
- streaming with more than 2 simultaneous streams;
- HYIP, FOREX, Ponzi schemes, MLM, and similar;
- lottery and gambling sites;
- software or websites promoting hacking or illegal activity;
- websites distributing pirated content;
- fraudulent or phishing websites;
- hosting of Mailer Pro or similar mass-mailing systems.

8.3 Content responsibility

You are solely responsible for all content, code, and data you store, transmit, or make available through the service, and for ensuring you have all necessary rights and consents to do so.

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9. Use of resources

These measures protect our infrastructure and other customers. You agree that TheHostCare may restart, suspend, or terminate a service without prior notice where a violation is detected.

9.1 CPU usage

Our monitoring system tracks server load in real time. In the event of excessive CPU use, we may automatically restart or stop the relevant service.

9.2 Disk space (Web & Reseller Hosting)

Although disk space is provided, we reserve the right to remove unnecessary files - including large logs, duplicate archives, old/unnecessary files, and files that threaten node stability - to protect the server, since full NVMe/SSD disks can cause failure.

9.3 "Unlimited" bandwidth

Services described as offering unlimited traffic are subject to fair use. If abnormal or harmful behaviour is detected, we may limit, suspend, or cancel the service to protect the network and other customers.

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10. IP addresses

10.1 Administration

TheHostCare owns and controls all IP addresses provided with services. We reserve the right, at our sole discretion, to change, replace, or revoke IP addresses without prior notice.

10.2 Third-party blacklisting

TheHostCare is not responsible if an IP address is blocked by a third party (e.g. Spamhaus, FiveM) as a result of abuse. In such cases you are responsible for contacting the relevant organisation to resolve the issue.

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11. Support

11.1 Official channels

All technical and general support requests must be submitted through the customer portal at **https://control.thehostcare.com/**. Contact through other channels (email, social media, etc.) that are not predefined does not guarantee a response from an official representative.

Support via Discord, Teams, or Telegram is available only to Customers with an active **Priority Support** service. Without it, you will be directed to the official ticket system.

11.2 Support limitations

TheHostCare does not provide support for:

- development or programming of plugins, scripts, or modifications;
- use or configuration of third-party programs, even where sold or installed by/through TheHostCare;
- problems arising from code that is not part of the standard service;
- network or service configuration (e.g. Apache, MySQL) not performed by the TheHostCare team.

We reserve the right to stop responding to tickets containing abusive or offensive content (profanity, threats, or other disrespect). If such behaviour continues, services may be terminated without refund for the remaining period.

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12. LiveChat support

12.1 Acceptance

By starting a chat with a support representative you agree to these terms. Violation may result in temporary suspension of LiveChat access for up to **72 hours**, or permanent restriction at our discretion.

12.2 Identification

You must use the name and email address registered to your TheHostCare account. Anonymous or inappropriate data may result in refusal of support.

12.3 No harassment or threats

LiveChat may not be used to spread threats, offensive comments, or harassment against our representatives, partners, or others. Such behaviour will result in immediate restriction and possible termination of service.

12.4 Purpose and limitations

LiveChat is primarily for information and guidance. We do not guarantee that a technical or software issue will be fully resolved within a chat session, even for Customers with Priority Support. Some issues require deeper investigation and can only be resolved via a support

ticket. Support representatives are **prohibited from accessing your server** during a LiveChat session.

12.5 Scope and verification

LiveChat is available only for services provided by TheHostCare and only to Customers with active, paid services. External or unregistered persons will not be served. Where account information is insufficient for verification, we may require additional confirmation of identity or of your right to manage the service, for your protection and data security.

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13. Affiliate program

13.1 Use of affiliate balance

Funds accumulated through the affiliate program may be used only on the TheHostCare website to order services and products. Cash withdrawal is not supported, except that after accumulating a minimum of **EUR 50** in the affiliate balance, you may submit a ticket to the Billing Department requesting transfer of the accumulated amount to your main debit balance.

13.2 Commission

If a referred customer orders using a promotional code, a **40% commission** is calculated on the **actual amount paid**, not on the original list price.

13.3 Statistics and reporting

Each affiliate has access to detailed real-time statistics in the customer area, including affiliate balance status, referrals and transactions, and program effectiveness. On request, we may provide an additional internal activity report.

13.4 Anti-abuse

Self-referrals, fraudulent referrals, and any manipulation of the affiliate program are prohibited and may result in forfeiture of the affiliate balance and termination of the account.

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14. Data protection and privacy (GDPR)

TheHostCare processes personal data in accordance with Regulation (EU) 2016/679 (**GDPR**) and the Bulgarian Personal Data Protection Act.

- **Controller:** For account, billing, and support data, AS Solutions SLLC acts as the data **controller**. For personal data that you store or process within your hosting

environment, you are the controller and TheHostCare acts as a **processor** on your instructions.

- **Purposes and lawful basis:** We process personal data to provide and bill for services (performance of a contract), to comply with legal obligations (e.g. tax and accounting), and for legitimate interests such as security and fraud prevention.
- **Your rights:** Subject to law, you have the right to access, rectify, erase, restrict, and port your personal data, and to object to certain processing. You may also lodge a complaint with the Bulgarian Commission for Personal Data Protection (CPDP).
- **Sub-processors and transfers:** We may use third-party providers (e.g. datacentre, software, and payment partners) as sub-processors. Any transfer outside the EEA is made under appropriate safeguards.
- **Data Processing Agreement:** Where you act as a controller and we as processor, this Agreement together with our Privacy Policy and any signed Data Processing Agreement governs that relationship.

Full details are set out in our Privacy Policy at thehostcare.com. In case of conflict between this section and the Privacy Policy on data-protection matters, the Privacy Policy prevails.

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15. Service availability and SLA

TheHostCare will use commercially reasonable efforts to keep services available. Unless a separate written Service Level Agreement applies to your service, availability is provided on a reasonable-efforts basis and no specific uptime is guaranteed.

Scheduled maintenance, emergency maintenance, events of force majeure (Section 19), third-party network issues, and your own acts or omissions are excluded from any availability calculation. Any service credits, where offered, are your sole and exclusive remedy for downtime and must be requested through the support portal within 30 days of the incident.

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16. Disclaimers and warranties

To the maximum extent permitted by law, services are provided **"as is"** and **"as available"** without warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement, except for warranties that cannot be excluded under mandatory Bulgarian or EU consumer law.

We do not warrant that the service will be uninterrupted, error-free, secure, or free of harmful components, or that any data will be preserved (see Section 7).

Nothing in these Terms limits the statutory rights of a Customer acting as a consumer.

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17. Limitation of liability

To the maximum extent permitted by law:

- TheHostCare is **not liable** for indirect, incidental, special, consequential, or punitive damages, or for loss of profit, revenue, data, goodwill, or business, however arising.
- Our **total aggregate liability** for any and all claims arising out of or relating to a service, in any 12-month period, is limited to the total amount you paid to TheHostCare for that service during the **three (3) months** immediately preceding the event giving rise to the claim.

Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable law - including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any mandatory statutory consumer right.

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18. Indemnification

You agree to indemnify and hold harmless TheHostCare, its owner, officers, and staff from any claims, damages, losses, liabilities, and reasonable costs (including legal fees) arising out of: (a) your use of the service; (b) content or data you store or transmit; (c) your breach of these Terms or the Acceptable Use Policy; or (d) your violation of any law or third-party right.

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19. Force majeure

TheHostCare is not liable for any failure or delay in performance caused by events beyond its reasonable control, including natural disasters, fire, flood, war, terrorism, civil unrest, governmental action, labour disputes, power or network failures, datacentre or upstream-provider outages, cyber-attacks (including DDoS), or other force-majeure events.

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20. Intellectual property

All intellectual property rights in the TheHostCare brand, websites, control panel, documentation, and software developed by us remain the property of TheHostCare or its licensors. Nothing in these Terms transfers any such rights to you. You retain all rights in the content and data you upload, subject to the licences you grant us to host and process it for the purpose of providing the service.

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21. General provisions

- **Severability.** If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force, and the invalid provision will be replaced by a valid one that most closely reflects the original intent.
- **No waiver.** Failure to enforce any provision is not a waiver of that or any other provision.
- **Assignment.** You may not assign this Agreement without our prior written consent. We may assign it to a successor entity (e.g. on merger or sale of the business).
- **Notices.** We communicate primarily through the email address and customer portal associated with your account; you are responsible for keeping these current.
- **Language.** These Terms may be provided in multiple languages. In the event of conflict, the [Bulgarian / English] version prevails - *confirm which before publishing.*
- **Entire agreement.** These Terms, together with the Privacy Policy and any order-specific terms or SLA, constitute the entire agreement between you and TheHostCare and supersede prior agreements on the same subject matter.

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22. Contact

Purpose	Contact
Billing & refunds	billing@thehostcare.com
Support tickets	https://thehostcare.com/help
Customer portal	https://control.thehostcare.com/
Legal entity	AS Solutions SLLC, str. Lebed No. 2, floor 1, office 104, Plovdiv 4002, Bulgaria

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