PepeHost.pl Terms of Service

English translation of the Polish document "Regulamin serwisu PepeHost.pl" (https://pepehost.pl/docs/Regulamin.pdf). In the event of any discrepancy, the Polish version prevails.

We are not affiliated with Mojang Studios or Microsoft. All mentioned names and brands are the property of their respective owners.

§1 General provisions

1. These Terms of Service set out the rules for using the pepehost.pl website together with the customer panel (hereinafter: the "Website") and the rules for providing game server hosting services (hereinafter: the "Services").
2. The service provider is Mateusz Białek, conducting business under the name PPsystems Mateusz Białek, entered in the Central Register and Information on Economic Activity (CEIDG), ul. Kazimierza Morawskiego 5 lok. 127, 30-102 Kraków, Poland, NIP (tax ID): 9372785841, REGON: 546100055 (hereinafter: the "Service Provider").
3. Contact with the Service Provider: e-mail address kontakt@pepehost.pl and the Discord server available at https://dc.pepehost.pl/.
4. The terms used in these Terms of Service mean:
   a) Customer - a natural person, legal person or organisational unit using the Website or ordering Services;
   b) Consumer - a Customer who is a consumer within the meaning of Article 22^1 of the Polish Civil Code; the provisions concerning Consumers also apply to a natural person conducting business activity who concludes an agreement that is not of a professional nature for that person;
   c) Account - the Customer's account in the Website panel;
   d) Balance (vPLN) - funds paid by the Customer into the Account, intended for the purchase and renewal of Services; 1 vPLN corresponds to PLN 1;
   e) Server - a game server launched for the Customer as part of a Service.
5. Using the Website requires reading and accepting these Terms of Service.

§2 Services and technical requirements

1. The Service Provider provides game server hosting Services electronically. The parameters, price and period of each Service are specified in the offer on the Website.
2. Using the Website requires a device with Internet access, an up-to-date web browser and an active e-mail address.
3. The Services are provided on shared infrastructure. The physical resources of the servers (including the processor, memory, disk and network connection) are shared between Customers, and the parameters specified in the offer define the resources allocated to a given Service.
4. The Service Provider may carry out technical breaks for maintenance, updates or the removal of failures.
5. The Service Provider is not affiliated with the producers of the games whose servers can be run as part of the Services (e.g. Mojang Studios, Microsoft). Game names are trademarks of their respective owners.
6. The Service Provider may introduce new Services and change the offer, including the parameters and prices of Services. Changes to the offer apply to orders and renewals made after they are introduced. A Service withdrawn from the offer is provided until the end of the paid period, without the possibility of further renewal; the Service Provider informs Customers using that Service about this by e-mail.
7. The Service Provider may move a Server to another machine or change the technical method of providing a Service, provided that this does not worsen the Service parameters specified in the offer.
8. The Service Provider may make free additional features available in the panel (e.g. creating subdomains, plugin and modpack installers). Additional features are not part of the Service offer and

may be changed or withdrawn at any time.

9. Plugins, modifications, modpacks and other software available in the installers in the panel come from third parties. The Customer installs them at their own risk and is responsible for complying with their licences.
10. A subdomain is made available for the duration of the Service. The Service Provider may refuse to create, or may delete, a subdomain that infringes the law, public decency or the rights of third parties.
11. Using services provided electronically involves typical risks, such as malware, phishing, Account takeover or DDoS attacks. The Customer should use a strong password and up-to-date software, and should not share login credentials with other persons.

§3 Account and conclusion of the agreement

1. An Account is required to order a Service. Creating and maintaining an Account is free of charge, and the Account maintenance agreement is concluded for an indefinite period.
2. The Customer may resign from the Account at any time by sending a request for its deletion to kontakt@pepehost.pl.
3. The agreement for the provision of a Service is concluded when the Service is ordered in the panel and paid for from the Balance. The Service is activated automatically, immediately after the agreement is concluded.
4. The terms of non-standard Services may be agreed individually. To the extent not agreed otherwise, these Terms of Service apply.
5. The Customer is obliged to protect the Account login credentials against access by third parties and is responsible for actions performed using them.
6. The Service Provider may terminate the Account maintenance agreement and stop providing the Services for important reasons, i.e. in the event of the termination or suspension of business activity, a change in the law, or technical or organisational reasons preventing further provision of the Services, informing the Customer by e-mail at least 30 days in advance. If further provision of the Services has become impossible due to sudden events beyond the Service Provider's control, the Service Provider may stop providing the Services without observing this notice period, informing Customers without delay. In each of these cases, the Service Provider refunds to the Customer the fee for the unused, paid period of the Services and the unused funds from the Balance.

§4 Payments, Balance and prices

1. Prices on the Website are final prices in Polish zloty (PLN). For a given order or renewal, the price displayed at the time it is made is binding.
2. Purchases and renewals of Services are paid for from the Balance. The Balance can be topped up in the panel using the available payment methods. The Balance is a prepayment towards the Services - it is not electronic money and does not bear interest.
3. Funds granted to the Account free of charge (e.g. as part of promotions, codes or compensation) may be used only to purchase and renew Services. They are not subject to payout or refund, and unused funds expire when the Account is deleted.
4. Funds accumulated in the Balance are not subject to payout or refund, unless these Terms of Service or mandatory provisions of law provide otherwise.
5. BLIK, online bank transfer, PaySafeCard, PayPal and SMS Premium payments are handled by Systemy Płatnicze Robert Paszkowski, al. Jana Pawła II 22, 00-133 Warszawa, NIP: 1182105129, REGON: 360726494. Website: https://paybylink.pl/
6. Payments made via the Stripe system are handled by Stripe Payments Europe, Limited. Website: https://stripe.com/
7. Payments made via the PayPal system, available in the panel independently of the Paybylink system, are handled by PayPal (Europe) S.à r.l. et Cie, S.C.A. Website: https://www.paypal.com/

8. Once the payment has been credited, the Website automatically grants the purchased service. The Service Provider reserves the right to verify an order if actions violating these Terms of Service or the law are suspected.
9. Service prices may differ depending on the selected payment method.
10. The Customer can check the status of a transaction made via the Paybylink system, including SMS Premium payments, at: https://paybylink.pl/status/
11. Complaints concerning failed transactions made via the Paybylink system should be submitted directly to the payment operator, using the form available at: https://paybylink.pl/kontakt/
12. At the Customer's request, the Service Provider issues an invoice. To receive it, please write to kontakt@pepehost.pl.

§5 Service period, renewal and expiry

1. A Service is provided for the paid period specified in the offer, counted from its activation. A renewal made before the end of the period extends it by another period, and a renewal made after it has ended is counted from the date of renewal.
2. A Service can be renewed in the panel before the end of the paid period, and also after it has ended - until the expired Service is deleted. If the Customer enables automatic renewal, the fee for the next period is charged automatically from the Balance, provided that it contains sufficient funds. Automatic renewal can be disabled in the panel at any time.
3. If a Service is not renewed, it is switched off when the paid period ends. An expired Service, together with its data, may be permanently deleted, so the Customer should secure their data before the end of the paid period.
4. The Service Provider does not guarantee the restoration of the Customer's data. The Customer should make their own backups regularly.

§6 Rules for using the Services

1. The Customer uses the Services in accordance with the law and these Terms of Service. Managing the Server (e.g. a Minecraft server), including its configuration, the installation of plugins and modifications, and updates, is the Customer's responsibility. The Customer is responsible for the content and activities on their Server.
2. In particular, it is prohibited to:
   a) carry out attacks (e.g. DDoS), port scanning and other activities targeting third-party networks or systems;
   b) mine cryptocurrencies;
   c) send spam or distribute malware;
   d) store or share unlawful content, including content infringing copyright;
   e) circumvent resource limits or take actions that disrupt the operation of other Services;
   f) use a Service as a proxy, VPN or intermediary server without the Service Provider's consent;
   g) resell Services without the Service Provider's consent.
3. In the event of a breach of these Terms of Service, the Service Provider may suspend the Service or the Account, and in the event of a gross or persistent breach - terminate the agreement with immediate effect. If the breach threatens the infrastructure or other Customers, the suspension may take place without prior notice.
4. If the agreement is terminated due to a gross breach of these Terms of Service by the Customer, the fee for the current Service period is not refundable.

§7 Reporting illegal content

1. Anyone may report to the Service Provider illegal content or activities related to the Services by sending a notice to kontakt@pepehost.pl. The notice should contain: an explanation of why the content is illegal, the exact location of the content (e.g. the server address), the name and e-mail address of the

person submitting the notice (except for notices concerning child sexual abuse) and a statement that the notice is submitted in good faith.
2. The Service Provider confirms receipt of the notice, processes it without undue delay and informs the person who submitted it of the decision taken.
3. If the Service Provider removes content, restricts access to it, or suspends a Service or an Account, it informs the Customer of this decision and the reasons for it. The Customer may contest the decision by writing to kontakt@pepehost.pl.
4. The Service Provider's point of contact for public authorities, the European Commission, the European Board for Digital Services and recipients of the service is the e-mail address kontakt@pepehost.pl. Contact is possible in Polish and English.

§8 Operation of the Services and liability

1. The Service Provider makes every effort to ensure that the Services operate without interruption, but does not guarantee their constant availability, in particular in the event of failures, attacks on the infrastructure or events beyond the Service Provider's control.
2. In order to ensure the stability of the infrastructure and the continuity of the services for all Customers, in exceptional situations, in particular in the event of a sudden overload of a node, the Service Provider's system may automatically restart the server.
3. If a Service was unavailable for an extended period for reasons attributable to the Service Provider, the Service Provider may extend the duration of the Service.
4. The Service Provider is not responsible for the content and actions of the Customer or of the players on the Customer's Server.
5. The Service Provider's liability towards a Customer who is not a Consumer is limited to the amount of the fee for the current Service period and does not cover lost profits. Liability towards a Consumer is governed by the provisions of law.

§9 Withdrawal from the agreement

1. The Consumer has the right to withdraw from the agreement for the provision of a Service within 14 days of its conclusion, without giving any reason. After this period, the right of withdrawal no longer applies. The statement of withdrawal should be sent to kontakt@pepehost.pl. The Consumer may use the model withdrawal form constituting Annex No. 1 to these Terms of Service, available at: https://pepehost.pl/docs/Formularz-odstapienia.pdf
2. When placing an order, the Consumer expressly requests that the provision of the Service begin immediately after the purchase, before the end of the withdrawal period. Therefore, in the event of withdrawal, the Consumer pays for the period in which the Service was provided until the withdrawal, in proportion to the price of the Service, and only the amount for the unused part of the paid period is refunded.
3. The right of withdrawal does not apply if the Service has been fully performed with the express prior consent of the Consumer, who was informed that they would lose the right of withdrawal once the Service had been fully performed and acknowledged this.
4. The Service Provider refunds the amount due, reduced by the fee referred to in section 2, without delay and no later than 14 days from the receipt of the statement of withdrawal, using the same means of payment as used by the Consumer, unless the Consumer agrees to another method that does not involve any costs for them. If the Service was paid for from the Balance, the refund is made to the Balance.
5. After withdrawal from the agreement, the Service is switched off, so the Consumer should secure their data beforehand.

§10 Complaints

1. Complaints concerning the Services, including their non-conformity with the agreement, can be submitted to kontakt@pepehost.pl. A complaint should include the e-mail address of the Account, a description of the problem and the expected way of resolving it.
2. The Service Provider responds to a complaint by e-mail within 14 days of its receipt.
3. In the event of a lack of conformity of the Service with the agreement, the Consumer is entitled to the rights set out in the Polish Consumer Rights Act, including the right to demand that the Service be brought into conformity with the agreement, a price reduction or withdrawal from the agreement.
4. The Consumer may use out-of-court complaint and redress procedures, e.g. the assistance of a district (municipal) consumer ombudsman or consumer organisations. Information is available at https://www.uokik.gov.pl/.

§11 Personal data

1. The controller of the Customers' personal data is the Service Provider. The rules for processing personal data and cookies are described in the Privacy Policy available on the Website.

§12 Changes to the Terms of Service and final provisions

1. The Service Provider may introduce changes to these Terms of Service that affect agreements already concluded, including the Account maintenance agreement, for important reasons, i.e. in the event of: a change in the law, a change in the scope, method or conditions of providing the Services (including changes to the offer), technical or organisational changes, a change in the Service Provider's details or the need to counteract abuse.
2. Changes to these Terms of Service do not affect Services already paid for, performed or being performed; the Terms of Service in force at the time the Service was ordered apply to them. The amended Terms of Service apply to orders and renewals made after the date of their publication on the Website.
3. In matters not regulated by these Terms of Service, Polish law applies. The choice of Polish law does not deprive the Consumer of the protection granted by the mandatory provisions of the law of the country of their habitual residence.
4. Disputes with Consumers are resolved by the court competent under general rules, and disputes with Customers who are not Consumers - by the court competent for the Service Provider's registered office.
5. These Terms of Service are available on the Website at any time; they can be downloaded and printed.
6. These Terms of Service apply from 5 November 2026 to agreements concluded from that date. For agreements concluded earlier, including Account maintenance agreements, these Terms of Service apply from 6 December 2026; until that date, the previous terms of service apply to them.