



## OnlineDC Service Agreement Declaration

01.08.2024

### Introduction

This Agreement delineates the general outlines and limits of the service to be applied in all transactions between individuals and OnlineDC Internet Technologies. By availing services from OnlineDC Internet Technologies or the OnlineDC website (onlinedc.net.tr), you acknowledge that you have read and accepted all the terms and conditions in this agreement.

### Account and Payment

#### Account Opening:

You can open your account through the OnlineDC website using customer information such as name, surname, email, and identification number. You must have created an account to benefit from our services.

All your information is protected in accordance with the procedures specified in the OnlineDC Privacy Agreement.

#### Payment:

OnlineDC invoices for all types of services and notifies the customer of the payment date. It is the customer's responsibility to pay the service fees on time. In case the last payment date is exceeded, OnlineDC may impose service restrictions or access blocks. OnlineDC cannot be held responsible for any damages that may arise during this process. If the invoiced fees remain unpaid, OnlineDC reserves the right to pursue legal remedies.

The services you receive from OnlineDC will continue to renew and generate invoices unless you cancel the service.

## **Refund Conditions and Right of Withdrawal:**

The buyer cannot request a refund except in the case of the service not being delivered within the specified 5 business days delivery period. When the buyer requests a product refund, the refund process can only be processed as OnlineDC credit. The procedures for this refund are subject to the terms and conditions set by Onlinedc.

## **Usage of Services**

### **Content Permission:**

Any service provided by OnlineDC can only be used within legal frameworks. Customers benefiting from our services are deemed to have accepted through this agreement that all content to be published is legal and harmless. OnlineDC has provided the necessary warnings, and cannot be held responsible in any way for the content published by customers.

The commission of copyright infringements while using our services is prohibited. In the event of unauthorized publication or copying of any product or work belonging to others, your service will be terminated without prior notice, and access to the relevant account will be restricted.

Any content that violates the law will be reported to the appropriate authorities and access will be blocked.

### **Things Not to Do in Server Usage:**

If the service you have obtained falls into any category, the server can only be used for that specific purpose. If servers are used for purposes other than their designated ones, OnlineDC takes the necessary precautions and warns the customer. If warnings are not heeded, measures such as blocking access to the server will be taken.

In cases where servers are operated beyond their capacity or deliberately/accidentally strained, OnlineDC will similarly warn the customer and may take various measures.

The use of programs aimed at creating cyber attacks through any method, including running on servers, will result in OnlineDC immediately blocking access to the server, reporting the non-compliance with regulations to the relevant authorities, and disclaiming any responsibility.

If your internet consumption exceeds the specified limit of the service you have acquired, OnlineDC will notify the customer of this situation. If it continues, an Overconsumption Fee will be reflected in the invoice. Before or after the purchase, you can contact our support team to understand the specified limits of the service you have acquired. When you get in touch for information, to clearly understand and apply the limits, accurate information will be provided about your rights and obligations and those of the service provider.

The IP Addresses and Cloud Servers provided by our company are assigned under your name and are processed based on a record of at least 5 years, including identity information. In the event of external attacks, actions can be taken based on your Identity Information by examining the date range when the IP address was leased. In case of any actions contrary to your name or registered IP Addresses, OnlineDC reserves the right to keep complaints and attack sending procedures confidential.

Shared hosting services are defended with antivirus firewalls and CloudLinux systems. Any use of upper directories or engaging in special attacks such as Shell is the user's responsibility. Such situations are specifically prevented and monitored, especially through our CDS systems.

Hosting services are intended solely for hosting your websites. It is not recommended to perform any file storage. If a customer decides to store files on the servers, OnlineDC monitors it to ensure security.

1. Toplists
2. IRC Scripts/Bots
3. Proxy Scripts/Anonymizers
4. Pirated Software/Warez
5. Photo Hosting Scripts (e.g., Photobucket or Tinypic)
6. AutoSurf/PTC/PTS/PPC sites
7. IP Scanners
8. Bruteforce Programs/Scripts/Applications, Mail Bombers/Spam Scripts, Mailers
9. Pro Banner-Ad services (commercial banner advertisements)
10. FileDump/Mirror Scripts (e.g., rapidshare, rapidleech)
11. Commercial Audio Streaming
12. Sale of items without proper permissions
13. Adult, Erotic, sites with any kind of adult content, Adult Stories/Videos, etc.
14. Lottery/Gambling sites
15. MUDs/RPGs/PBBGs
16. Sites encouraging illegal activities by hackers
17. Warez/piracy/illegal content distribution on forums or websites
18. Bank Bonds/Bank Note Trading Programs
19. Fraudulent Sites (not limited to the listed sites aa419.org & escrow-fraud.com)
20. Broadcast or Streaming Live Sporting Events
21. Viral Contents and Shell Scripts
22. Software capturing registrations of social media accounts or user passwords for Instagram, Twitter, Facebook, etc.

The mentioned uses above are prohibited from running on servers, and these are instances where OnlineDC will intervene immediately.

## **Backup and Data Loss:**

The backup process of any service you acquire through OnlineDC is entirely your responsibility, along with all associated obligations. Within this framework, you are solely responsible for the accurate and complete execution of backup processes, potential data losses, backup errors, and any consequences arising from these processes. OnlineDC is not held accountable for any issues arising from consequences such as backup and data loss.

## **Location:**

All physical and virtual server services are provided through servers hosted in the Bursa location. The organization, country, and city definitions of the IPv4 address assigned to the customer may be the same or different from the data center location. Even if the IPv4 location information is different, all services provided within OnlineDC, except for specified additional locations, are provided through servers located in Bursa, and the difference in IP location does not fall under the scope of refunds.

## **Technical Support**

### **Customer Service:**

OnlineDC Customer Service is available 7 days a week, 8 hours a day, apart from some services, to address any issues you may encounter while using OnlineDC servers or performing any transactions on the website. If you report a problem between 11:00 and 19:00, a response will be provided as early as possible based on the workload. For notifications outside of business hours, a priority response will be provided during the next business hours.

While in most cases, it is possible to prioritize resolving the issue remotely, the Technical Support Team may, in some situations, need to access the server from their own computers with the customer's consent and supervision to perform necessary operations.

All feedback is recorded by the Technical Support Team and they work on updates to ensure that the issue does not recur.

## **Billing**

### **Determination of Charges:**

When determining the fees for OnlineDC services, current market values, savings, and tax considerations are taken into account. In the event of any price changes, customers are notified. For all services except hosting services, the fees applicable are those of the period when the lease was made during the period of price change, and subsequent periods are subject to the renewed tariff. In hosting services, the period of price change is invoiced with the updated price.

At the end of each leasing period, OnlineDC forwards the invoice, including VAT, to the email address specified by the customer. Invoices are consistently kept on record and serve as evidence in case of any financial disputes. The regional courts and execution offices where the company is located have the authority and jurisdiction for the creation of invoices and payment of fees.

**The OnlineDC Internet Technology Service Agreement is subject to these provisions. Any situation not explicitly addressed in the agreement is handled in accordance with the relevant legislation and procedures.**