

Public Offer Agreement

Effective Date: April 4, 2025

Databyte LLC

Public Offer Agreement for Hosting Services

Company: Databyte LLC (Company Number: 445783386)

Registered Office: Georgia, Batumi city, Zhiuli Shartava Avenue, N7, Apartment N22

1. Definitions

- **"Company"** – Databyte LLC
- **"Client"** – An individual or entity that accepts this Agreement.
- **"Services"** – Hosting services, including VPS, dedicated servers, and related services.
- **"Website"** – The official website: waicore.com
- **"Control Panel"** – The Client's personal dashboard for service management.
- **"Order"** – A request submitted by the Client specifying the desired Services.
- **"Tariff Plan"** – A set of pricing terms under which the Company offers specific Services.

2. Subject of the Offer

- 2.1. The Company provides the Client with the Services under the terms specified in this Agreement.
- 2.2. The specific types and costs of the Services are determined by the active Tariff Plans published in the Control Panel.
- 2.3. By placing an Order, the Client fully and unconditionally agrees to the terms of this Agreement.

3. Rights and Obligations

3.1. Company's Rights

- **Temporarily suspend or terminate the provision of Services** for maintenance, security reasons, or policy violations, with prior notification when possible.
- **Modify, update, or discontinue Services** at its discretion, provided it does not substantially degrade existing features without reasonable notice.
- **Refuse service** at its discretion, particularly in cases of suspected fraud, abuse, or illegal activity.
- **Block or restrict access** if a Client's actions threaten the stability, security, or performance of the Services or impact third parties.
- **Unilaterally amend this Agreement and Tariff Plans**, notifying the Client at least **7 (seven) calendar days** before the changes take effect.
- **Independently determine whether a Client's actions violate this Agreement.**

3.2. Company's Obligations

- **Provide the Services as described** in this Agreement and the Tariff Plans published on the Website.
- **Process payments correctly** and reflect them in the Client's Control Panel.
- **Ensure compliance with applicable laws** and regulatory requirements in the Georgia.
- **Provide technical support** as outlined in the applicable Service Plan.
- **Protect Client information** and only disclose it to third parties when legally required.
- **Service Provision Disclaimer** – The Company provides Services "as is" and does not guarantee their uninterrupted or error-free operation.
- **Limitation of Liability** – The Company shall not be liable for direct or indirect damages resulting from the use or inability to use its Services.

3.3. Client's Rights

- **Access information about the Services through the Control Panel**, including up-to-date Tariff Plans, resource usage statistics, and payment history.
- **Manage the Services through the Control Panel**, independently adjusting settings, ordering additional services, and renewing subscriptions.
- **Receive consultation and technical support from the Company**, including assistance with configuration, troubleshooting, and service restoration.
- **Dispute incorrect charges or unauthorized service disconnections** by submitting a request via the Control Panel.
- **Request the deletion of their data** in accordance with the Privacy Policy and Georgia legislation.

3.4. Client's Obligations

- **Use the Services legally** and in accordance with Georgia and international laws.
- **Ensure the security of account credentials** and notify the Company of any unauthorized access.
- **Not engage in fraud, abuse, or violations** that could harm the Company or third parties.
- **Timely pay for the Services** and manage renewals to avoid suspensions.
- **Compliance with Legal Requirements** – The Client must use the Services in accordance with applicable laws and must not engage in illegal activities.
- **Confidentiality of Credentials** – The Client is responsible for keeping their login details secure and must not share them with third parties.

4. Payment Terms

- 4.1. Payment for the Services is made through the Control Panel using the available payment methods.
- 4.2. All Services are provided on a **100% prepayment basis**, unless otherwise agreed with the Company individually.
- 4.3. The Company reserves the right to change the Service pricing by updating the Tariff Plans published on the Website and in the Control Panel.
- 4.4. If the Service prices change, the Company will notify Clients at least **7 (seven) calendar days** before the new rates take effect via:
 - An email sent to the address specified in the Client's account;
 - A message in the Control Panel;
 - A notice published on the Company's Website.
- 4.5. New rates apply **only to future payments**. If the Client has prepaid for the Services in advance, the price remains unchanged for the paid period.

5. Refund Policy

- 5.1. A refund is possible within **14 days** from the date of Service provision, **only if the Service does not meet the declared technical specifications**.
- 5.2. Refunds are not issued for additional services, IP addresses, software, or other add-ons.
- 5.3. Refunds for services are credited **only to the Client's internal account balance** in the Control Panel.
- 5.4. The funds can be withdrawn from the internal balance to the client's banking details.
 - 5.4.1. If technically possible, a refund will be processed to the **same payment method** used for the payment, subject to AML and Georgia regulatory compliance.
 - 5.4.2. If a refund to the original payment method is impossible, the Client may request a refund to an alternative account, subject to:
 - **A notarized written request** including full identification details
 - **Verification of ownership** of the specified account
 - **Translation and notarization** of documents if issued in another language
 - **A written explanation** of why alternative account are used.
 - **Processing time of up to 45 days**, extendable if additional verification is required
 - **The commission for processing refunds to other banking details is up to 10% of the refund amount**, depending on complexity

By initiating any payment or requesting a refund, the Client confirms their acceptance of these terms.

6. Force Majeure Circumstances

- 6.1. Definition of Force Majeure - The Company is released from liability for full or partial non-fulfillment of its obligations under this Agreement if such non-fulfillment is caused by circumstances beyond the reasonable control of the Company (**force majeure**), including but not limited to:
 - **Cyberattacks and external threats**
 - Large-scale **DDoS attacks** targeting the Company's servers or network
 - Viruses or hacking attacks that disrupt infrastructure operations
 - Unauthorized interference by third parties in the operation of servers, data centers, or the Control Panel
 - **Technical failures beyond the Company's control**
 - Data center failures, including fires, floods, or equipment damage
 - Critical failures in the operation of internet providers, backbone networks, or undersea cables
 - **Natural disasters and emergencies**
 - Earthquakes, hurricanes, floods, tsunamis, tornadoes, wildfires
 - **Political and social events**
 - Wars, armed conflicts, revolutions, terrorist acts, riots
 - The imposition of sanctions or embargoes that hinder the Company's operations
- 6.2. Consequences of Force Majeure
 - The Company undertakes to **notify the Client within 72 hours** (if possible)
 - The period of fulfilling obligations **is suspended for the duration of the force majeure**
 - If the force majeure lasts more than **60 days**, either party has the right to terminate the Agreement
 - The Company is not liable for damages, losses, or data loss suffered by the Client due to force majeure
- 6.3. Dispute Resolution
 - All disputes and disagreements should be resolved **through negotiations**
 - If an agreement cannot be reached, disputes shall be referred to the courts in the jurisdiction where the Company is registered (United Kingdom)

7. Amendments and Termination

7.1. Amendments to the Agreement

- **The Company has the right to unilaterally amend the terms of this Agreement**
- All changes come into effect **upon publication** of the updated text on the Website and/or in the Control Panel
- If changes affect the Client's rights and obligations, the Company undertakes to notify the Client at least **7 (seven) calendar days** before the changes take effect through one of the following methods:
 - Posting a notice in the Control Panel;
 - Sending an email to the address registered in the Client's account;
 - Publishing an announcement on the Company's Website.
- If the Client continues to use the Services after the changes take effect, this constitutes full and unconditional acceptance of the new terms

7.2. Termination of the Agreement by the Client

- **The Client has the right to terminate the Agreement at any time by notifying the Company through the Control Panel**
 - All previously paid Services **remain active until the end of the paid period** but will not be renewed
 - The Client will **lose the ability to order new Services**
 - **Restrictions on the use of the Control Panel** will be applied, including a ban on balance top-ups and changes to existing Services
 - If the Client has unused funds in their balance, a refund is only possible **in accordance with the Refund Policy (Section 5 of this Agreement)**
- In the event of termination of the Agreement:
- Once all paid Services expire, the Client's account may be deleted or moved to an archived state

7.3. Termination of the Agreement by the Company

- The Company has the right to unilaterally terminate the Agreement with the Client in the following cases:
 - The Client violates the terms of this Agreement
 - The Services are used for illegal activities (DDoS attacks, malware distribution, fraud, etc.)
 - Violation of Georgia legislation or international sanction regimes
 - Failure to provide the required documents under KYC/AML procedures
 - Abusive behavior, threats, or inappropriate communication with the Company's support team
- In the event of termination by the Company
 - All active Services of the Client may be **immediately suspended or deleted without the possibility of recovery**
 - The Client may be **denied access to the Control Panel and all Company services**

8. Tariffs and Payment

8.1. Final Prices and Tariff Plans - The current **Tariff Plans, pricing conditions, and payment methods** are available in the Client's Control Panel at my.waicore.com

- The Company reserves the right to change the Tariff Plans at its discretion
- The Client is responsible for reviewing the latest pricing and conditions before placing an Order

8.2. Payment Terms

- The Client must **pay for the Services in full before activation**
- If the Client fails to make a payment by the due date, the Services may be suspended or deleted

8.3. Taxes and Fees

- The Client is responsible for **all applicable taxes, duties, and fees** associated with the use of the Services
- The Company **does not compensate for additional charges** applied by payment processors or banks

8.4. Automatic Renewals

- If the Client enables **automatic renewal**, the Company will attempt to charge the due amount from the Client's account balance or linked payment method
- If the payment fails, the Services may be suspended until payment is received

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Signed and effective: April 4, 2025