

Effective Date: **2023-02-26**

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§1. Introduction

These Terms of Service ("Terms") apply to your use of Melonslab ("Melon", "we", "us", or "our") and its services, and constitute a legally binding agreement between you and Hypefox Ltd ("Hypefox"). By using Melon and its services, you agree to follow these Terms. If you do not agree to these Terms, do not use Melon.

§2. Service Description

Melon provides a range of hosting services, including domain registration, web hosting, Virtual Private Server (VPS) hosting, and game server hosting. By utilizing our services, customers agree to adhere to the following terms:

- 1. Domain Registration Services:** Melon offers domain registration services, subject to the policies and regulations established by domain registration authorities. We do not guarantee the availability of specific domain names and are not liable for any disputes arising from domain registrations.
- 2. Web Hosting Services:** Our web hosting services are designed for websites and applications. Users are required to comply with our acceptable use policy, refraining from activities that compromise the security or stability of our servers.
- 3. Virtual Private Server (VPS) Hosting:** Melon provides VPS hosting services, offering virtualized server environments. Users are responsible for the content and activities hosted on their VPS. Melon reserves the right to suspend or terminate VPS hosting services for misuse, abuse, or violation of provided guidelines.
- 4. Game Server Hosting:** Melon extends its services to include game server hosting, enhancing the gaming experience for customers. Users must adhere to the terms and conditions specified for game server usage. Melon reserves the right to suspend or terminate game server hosting services for misuse, abuse, or violation of provided guidelines.

§3. Age Limit

Melon and its services are intended for use by individuals who are 18 years of age or older. By using Melon and its services, you represent and warrant that you are at least 18 years of age. If you are under 18 years of age, you may only use Melon and

its services with the explicit consent and supervision of a parent or legal guardian who agrees to be bound by these Terms on your behalf.

In compliance with the General Data Protection Regulation (GDPR), Melon is committed to the protection of personal data. If we become aware that you are under 18 years of age and are using Melon and its services without the explicit consent and supervision of a parent or legal guardian, we may take necessary actions to bring the account into compliance or, if necessary, terminate your account. In such cases, we reserve the right to remove any content you have published on your website or server hosted by Melon, without refund or liability.

§4. Payment and Billing

All prices listed on Melon are final and encompass any applicable fees, including payment processing charges. It's important to note that while our prices remain constant, your card issuer may impose additional fees such as currency conversion fees, credit charges, NSF fees, or similar charges. These external fees are beyond our control and are determined by your financial institution.

We do not charge Value Added Tax (VAT) on our services.

By purchasing our services, you expressly agree to assume responsibility for all fees and charges associated with the selected service. You hereby authorize Melon to charge your designated payment method for the total amount due.

To facilitate smooth transactions, it is your responsibility to provide accurate billing and contact information. Failure to do so may result in disruptions to the service and additional charges. We recommend keeping your payment information up to date to avoid any interruptions in the provision of services.

For any concerns or disputes related to charges, please contact our support team promptly to address the issue. Your continued use of Melon services implies your acceptance of these pricing and payment terms.

Please be aware that your financial institution's terms and conditions, including any additional fees they may impose, are separate from Melon's pricing structure. We advise reviewing your card issuer's policies to fully understand any potential supplementary charges associated with your transactions.

§5. Service Availability

We strive to supply reliable and uninterrupted service to our customers. However, we do not guarantee that our services will always be available or that there will be no

disruptions or downtime. We reserve the right to perform maintenance and upgrades to our systems and services, which may result in temporary interruptions. We will make every effort to minimize such interruptions and supply advance notice whenever possible.

§6. Content & Activity Policy

You bear sole responsibility for the content you publish or store on any service provided by Melon, whether it's a VPS, website, or any other service offered. It is imperative that you refrain from posting or storing any content that is illegal, infringes on the intellectual property rights of others, or violates any applicable laws or regulations, including the hosting of adult content.

In addition to local laws, including those of the United Kingdom (England and Wales), and international laws governing online content, you must comply with the laws of the jurisdiction where your service is hosted. Our commitment to maintaining a secure and compliant environment extends to ensuring that the content hosted on all our services adheres to both local and international legal standards.

This comprehensive responsibility underscores our dedication to upholding standards in accordance with local laws, those of the United Kingdom, and international regulations, ensuring a secure and compliant environment for all users.

It is essential to adhere to these content guidelines to ensure the integrity of our services and the well-being of our user community. Your cooperation in complying with these terms contributes to a positive and respectful environment for all users.

Melon encourages responsible content creation and distribution, fostering an atmosphere that respects legal and ethical standards. Failure to abide by these guidelines may result in the removal of content, and in severe cases, the suspension or termination of services. Additionally, engaging in prohibited activities, such as hosting public proxies/VPNs, botnets, DDoS attacks, or malicious scripts, may lead to account termination without refund. We appreciate your understanding and cooperation in maintaining a secure and inclusive digital space for all users.

If you have any concerns or require further clarification regarding legal compliance and content guidelines, please feel free to contact our support team. Your cooperation in complying with these terms contributes to a positive and respectful environment for all users.

§7. Customer Support

In our pursuit of efficient customer support, we introduce Melonbot, our AI-driven customer service representative, available on our Discord server. Melonbot is designed to assist users when they open a ticket, providing automated responses. It's important to note that any responses generated by Melonbot are facilitated by AI technology from Anthropic (Anthropic PBC, anthropic.com), and as such, we do not assume responsibility for the content or accuracy of Melonbot's responses.

It's important to note that Melonbot, our AI-driven customer service representative on our Discord server, may occasionally generate biased, incorrect, or ethically questionable responses, particularly if explicitly requested by the user. This could include responses containing disinformation or elements that might be considered racist or ethically questionable.

While we have implemented systems to detect and prevent abuse, it's crucial to acknowledge that these safeguards are not foolproof. Despite our best efforts, there may be instances where the AI's responses deviate from our intended guidelines.

We take AI safety seriously, and in the event of detected abuse, we have automated measures in place to take prompt action. However, it's essential to understand that no system can guarantee 100% accuracy in identifying and acting on all potential issues.

We encourage users to engage with Melonbot responsibly, keeping in mind the potential for biased or inappropriate responses. If you encounter any content that raises concerns or requires human intervention, please notify us through the appropriate channels, and we will address the issue promptly.

Your feedback is valuable as we continuously refine and improve our systems to provide a safe and positive experience for all users. We appreciate your understanding and cooperation in fostering a respectful and inclusive environment within our community.

Our customer support channels include the ticket system on our billing panel ("My Melonslab") and our Discord server. While we strive to respond promptly and professionally to all support requests, we do not guarantee a specific response time. It's important to recognize that the urgency and nature of support requests may vary, and we reserve the right to prioritize based on severity and impact on service availability.

We value the importance of human touch in customer service. If, during your interaction with Melonbot, you wish to be transferred to our human support team,

please express this desire in writing within the chat. We are committed to providing personalized assistance and ensuring that you receive the level of support that meets your needs.

Your satisfaction is our priority, and we appreciate your understanding as we continuously strive to enhance your experience with our services. For any concerns or inquiries requiring human intervention, feel free to communicate your preference within the chat. Our team is here to assist you effectively.

§8. Termination

We reserve the right to terminate your account at any time for any reason, including a violation of these Terms. In the event of termination, no refunds will be issued, and any potential account balance, including prepaid fees for unused services, will not be reimbursed.

It's crucial to understand that termination may result from various factors, including violations of our policies. Please review and adhere to our Terms of Service to maintain a positive and uninterrupted experience with our services.

We appreciate your understanding of this policy, which allows us to enforce necessary actions in a fair and consistent manner. If you have any questions or concerns about this policy, feel free to reach out to our support team for clarification.

§9. Disclaimer of Warranties

Melon and its services are provided on an "as is" and "as available" basis without any warranty, either express or implied. This includes but is not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not guarantee that our services will meet your requirements or that they will be uninterrupted, prompt, secure, or error-free.

While we strive to deliver a seamless experience, it's important to note that the nature of technology and online services inherently comes with uncertainties. We appreciate your understanding in this regard.

In the rare event that you encounter issues within the first week of purchase, Melon offers a pro-rated refund option. This ensures that, within the specified time frame, we can address any concerns you may have and provide a fair resolution.

Your satisfaction is important to us, and we encourage you to reach out to our support team with any questions or issues you may encounter. We are committed to enhancing your experience with our services to the best of our ability.

§10. Limitation of Liability

In no event shall Melon, Hypefox, or its affiliates be liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in connection with your use of our services. This includes, but is not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, even if Melon has been advised of the possibility of such damages.

Furthermore, in no event shall Melon, Hypefox, or its affiliates be liable for any direct damages exceeding the total fees paid by you to Melon during the twelve (12) months immediately preceding the event giving rise to such liability.

This limitation of liability is designed to provide a balanced and fair framework for any unforeseen circumstances that may arise while using our services. We appreciate your understanding of these terms, which aim to define the scope of our liability in a transparent and equitable manner. If you have any questions or concerns regarding these limitations, please feel free to contact our support team for clarification.

§11. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

This provision establishes a clear legal framework for the interpretation and resolution of any matters related to these Terms, aligning with the laws and judicial system of England and Wales. Should any disputes arise, the exclusive jurisdiction of the courts in this jurisdiction will apply, ensuring a consistent and legally sound resolution process. If you have any questions or need further clarification regarding this section, please feel free to contact our support team.

§12. Amendments

Melon retains the right to modify these terms and conditions at any time and without prior notice. Any alterations to these terms and conditions will take effect immediately upon being posted on our systems. Your ongoing use of our services after any such changes constitutes your acceptance of the updated terms and conditions.

We appreciate your understanding and cooperation as we strive to enhance and adapt our services. It's recommended to regularly review the terms and conditions to stay informed about any updates that may affect your use of our services. If you have

any questions or concerns regarding these changes, please feel free to contact our support team for clarification.

§13. Indemnification

You hereby agree to indemnify, defend, and hold Melon and its affiliates, officers, directors, employees, agents, licensors, and suppliers harmless from all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees. This indemnification extends to any violation of these terms and conditions, or any activity related to your account, whether conducted by you or any other person accessing our systems using your account. This includes actions involving negligent or wrongful conduct.

This indemnification agreement is designed to protect the interests of all parties involved and ensure accountability for any actions that may result in losses or liabilities. We appreciate your commitment to upholding these terms and conditions and working collaboratively to maintain a secure and positive environment within our systems. If you have any questions or require further clarification regarding this indemnification agreement, please do not hesitate to contact our support team.

§14. Comprehensive Agreement

These terms and conditions constitute the entire agreement between you and Melon concerning the subject matter herein, superseding all prior agreements and understandings, whether written or oral, related to such subject matter.

This comprehensive agreement clause is intended to clearly establish the scope and exclusivity of the terms and conditions, encapsulating all aspects of the agreement between the parties. We value your adherence to these terms and conditions, and if you have any questions or require further clarification, please feel free to contact our support team.

§15. Contact Information

If you have any questions about these terms and conditions, please contact us at legal@melonlab.cloud or Hypefox at contact@hypefox.net.