1. Who we are and what this Policy covers

1.1. This Privacy Policy (the "Policy") explains how Global Profit LLC, a limited liability company organized under the laws of the State of New Mexico, USA, with its registered address at 1209 Mountain Road PL NE, Ste N, Albuquerque, NM 87110, USA ("ProfitServer", "we", "us"), collects and uses personal data in connection with the website https://profitserver.net, the customer control panel, and the hosting services we provide (together, the "Services").

1.2. For account, billing, support and website data described in this Policy, we act as the data controller. Contact: info@profitserver.net.

1.3. **Customer Content.** "Customer Content" means any data, files, software, databases, websites, emails and other material that a customer or its end users store, process or transmit using a server, VPS, IP address or other resource provided by us. With respect to Customer Content, the customer is the controller (or the responsible party under applicable law), and we act only as a technical infrastructure provider and, where applicable law uses that concept, as a processor acting on the customer's instructions. We do not decide what Customer Content is collected, why, or how it is used, and this Policy does not apply to Customer Content. Customers are solely responsible for having a lawful basis, privacy notices and consents for any personal data included in Customer Content, and for complying with data protection law toward their own users.

1.4. We do not routinely access, monitor or review Customer Content. We may access it only as described in Section 4.3 (legal requirements and abuse) or at the customer's request, for example when the customer asks support to help with a server.

1.5. This Policy is part of, and should be read together with, our Terms of Service / Public Offer (the "Terms"). If the Policy and the Terms conflict on a matter of data processing, this Policy prevails to the extent required by applicable law.

1.6. By using the Services you confirm that you have read this Policy. This Policy is a notice, not a contract; where we rely on your consent for a specific purpose, we ask for it separately (see Section 3).

2. Data we collect

We collect only the data we need to provide, bill, secure and support the Services. You may use the Services under a pseudonym where the law and our payment providers allow it; you are responsible for the accuracy of the data you give us.

Category	Examples	Source
Account data	Email, name or nickname, password hash, language, Telegram or other contact you choose to provide	You
Billing data	Invoices, payment amounts and dates, payment method type, transaction IDs, crypto wallet addresses used for payment, company details for invoices	You, payment providers
Verification data	Phone number, identity or company documents, only when we request verification for fraud prevention, abuse handling or legal compliance	You
Technical and log data	IP addresses used to access the website and panel, login times, browser and device data, panel actions, API requests	Automatically
Service metadata	Ordered plans, server location, assigned IP addresses, traffic volume, resource usage, uptime and network data	Automatically
Support and communications	Tickets, chat messages, emails, abuse reports about your services and your replies	You, third parties
Cookies	Session, security and preference cookies; analytics cookies if enabled	Automatically (see Section 6.4)

We do not knowingly collect special categories of data (health, religion, biometrics and similar). Please do not send such data to us in tickets or verification documents.

If a third party (for example, a complainant, rights holder, network operator or authority) sends us a report about a service you use, we will receive and keep the data contained in that report.

3. Why we use your data and on what basis

We rely mainly on contract and legitimate interests. We do not use your data for automated decisions that produce legal effects about you, except automated fraud and abuse screening, which a human can review on request.

Purpose	Legal basis (GDPR terms; equivalent bases under other laws)
Creating your account, provisioning and operating servers, billing, support	Performance of the contract (Terms)
Fraud prevention, payment risk checks, account verification	Legitimate interests; legal obligation where applicable
Network and service security, handling abuse, spam, DDoS and rights-holder complaints, suspending services that breach the Terms	Legitimate interests (protecting our network, customers and third parties); legal obligation
Accounting, tax, sanctions and anti-money-laundering compliance, responding to lawful requests	Legal obligation
Establishing, exercising or defending legal claims	Legitimate interests

Service notices (billing, maintenance, security, changes to Terms)	Performance of the contract; legitimate interests
Improving the website and Services, aggregated statistics	Legitimate interests
Marketing emails and messages about offers and news	Your consent, given separately (for example, an unticked checkbox), or where the law allows, legitimate interests for existing customers with an easy opt-out
Analytics cookies (Google Analytics)	Your consent where required by law

Where we rely on consent, you can withdraw it at any time, free of charge, without affecting processing before withdrawal and without losing access to the Services. Withdrawing consent to marketing never affects service notices.

If you do not provide data marked as required, we may be unable to open an account, accept payment or continue the Services.

4. Sharing, disclosures and international transfers

We do not sell your personal data and do not share it for cross-context behavioral advertising.

4.1. **Service providers.** We share data with providers who help us run the Services, only as needed for their task: data center and network operators, hardware and IP address suppliers, partner infrastructure providers whose capacity we resell, control panel and software vendors, payment processors and crypto payment processors, email and messaging services, support and ticketing tools, analytics, and professional advisers (lawyers, accountants, auditors). A current list of key providers is available on request at info@profitserver.net.

4.2. **Regional data centers and registries.** When you order a server in a given country, data needed to operate it (for example, assigned IP addresses and, where required, customer details) may be shared with the data center operator in that country and with Regional Internet Registries (RIPE NCC, ARIN and others) in line

with their rules, including publication in WHOIS/RDAP databases where required for IP assignments.

4.3. **Legal requests, abuse and protection of rights.** We may access, preserve and disclose your data, and where strictly necessary Customer Content or metadata, if we believe in good faith that it is required by applicable law, a court order, subpoena or other binding request of a competent authority in the jurisdiction where we or the relevant server operate; or that it is reasonably necessary to investigate or stop abuse, fraud, security incidents or breaches of the Terms; to respond to complaints from rights holders, network operators or abuse desks; or to protect the rights, property or safety of ProfitServer, our customers or the public. Where legally permitted and practical, we will try to notify the affected customer, but we are not obliged to do so.

4.4. **Business transfers.** If we are involved in a merger, acquisition, reorganization or sale of assets, your data may be transferred to the successor, which will continue to protect it as described in this Policy.

4.5. **With your instruction.** We share data with other parties when you ask us to or consent to it.

4.6. **International transfers.** We are based in the United States and our infrastructure and providers are located in several countries. Your data may therefore be transferred to and processed in countries other than yours, including countries whose laws may give a lower level of protection than your own. Where the law requires it (for example, for transfers from the EEA, UK or Switzerland), we use appropriate safeguards such as the European Commission's Standard Contractual Clauses or equivalent mechanisms, or rely on another lawful ground such as the transfer being necessary to perform our contract with you (for example, when you choose a server location). You may request information about these safeguards at info@profitserver.net.

4.7. Server location is chosen by the customer. We are not responsible for the laws, data access powers of authorities, or network restrictions in the country where the customer chooses to place a server.

5. Retention, security and backups

5.1. **Retention.** We keep personal data only as long as needed for the purposes in Section 3, then delete or anonymize it. Typical periods:

Data	Retention

Account and service data	While the account is active, plus up to 3 years after closure for claims and fraud prevention
Billing and tax records	As required by tax and accounting law, usually 5 to 7 years
Access, panel and network logs	Usually up to 12 months, longer if needed for a security incident, abuse case or legal request
Support tickets and abuse reports	Up to 3 years after the ticket is closed
Verification documents	Until verification is complete plus up to 12 months, unless the law or an open case requires longer
Marketing data	Until you withdraw consent or unsubscribe

We may keep data longer where required by law, to comply with a legal hold or authority request, or to establish, exercise or defend legal claims.

5.2. **Customer Content after termination.** When a service expires or is terminated, the server and its Customer Content may be deleted permanently after the grace period set in the Terms, without further notice. We have no obligation to keep or return Customer Content.

5.3. **Backups are the customer's responsibility.** Unless you have bought a backup service from us, we do not back up Customer Content. Even with a backup service, you remain responsible for keeping your own independent copies.

5.4. **Security.** We use reasonable technical and organizational measures appropriate to the risk, such as encrypted connections to the website and panel, password hashing, access controls for staff, and two-factor authentication options. No system is completely secure, and we cannot guarantee that data will never be accessed, disclosed or lost.

5.5. **Customer's own security.** Customers are solely responsible for securing their servers, operating systems, software, passwords, SSH keys, API tokens and the

Customer Content and end-user data on their servers, including updates, firewalls, encryption and backups. We are not responsible for incidents caused by the customer's configuration, credentials or software, or by third-party software the customer installs.

5.6. **Incidents.** If we become aware of a breach of security affecting personal data for which we are the controller, we will notify affected customers and authorities where and as required by applicable law. If an incident affects our infrastructure and may affect Customer Content, we will inform affected customers without undue delay so they can meet their own obligations.

6. Your rights, marketing, cookies and age limits

6.1. **Your rights.** Depending on where you live, you may have the right to: access your data and get a copy; correct inaccurate data; delete data; restrict or object to processing based on legitimate interests; receive your data in a portable format; withdraw consent at any time; and, in some US states, opt out of sale, sharing or targeted advertising (we do not do these). Residents of the EEA, UK and Switzerland may also lodge a complaint with their local data protection authority.

6.2. **How to make a request.** Email info@profitserver.net from the address linked to your account, or open a ticket in the panel. We may ask you to verify your identity before acting. We respond within the time required by applicable law (usually one month). Requests are free unless they are clearly unfounded or excessive. We may refuse or limit a request where the law allows, for example where we must keep data for legal, tax, fraud or abuse reasons, or where disclosure would affect the rights of others.

6.3. **Deleting data may end the Services.** Some data is necessary to run your account. If you ask us to delete it, we may need to close the account and terminate the Services under the Terms.

6.4. **Marketing.** We send marketing messages only as allowed under Section 3. Every marketing email contains an unsubscribe link, and you can also opt out in the panel or by writing to us.

6.5. **Cookies.** We use strictly necessary cookies to keep you signed in, protect forms and remember settings. Where required by law, we use analytics cookies only with your consent through the cookie banner, which you can change at any time. You can also block cookies in your browser, but parts of the website or panel may stop working. The only analytics tool we use is Google Analytics, provided by Google LLC, which helps us understand how visitors use the website. You can also opt out using Google's browser add-on at https://tools.google.com/dlpage/gaoptout. We do not use advertising cookies.

6.6. **Age.** The Services are intended for persons aged 18 or over and for businesses. We do not knowingly collect data from children. If you believe a child has given us data, contact us and we will delete it.

7. Limitation of liability, changes and contact

7.1. **Limitation of liability.** To the maximum extent permitted by applicable law, our liability for any loss or damage arising from the processing of personal data, including any security incident, is subject to the limitations and exclusions of liability in the Terms. In particular, we are not liable for indirect, incidental or consequential damages, lost profits or lost data, or for loss or damage caused by (a) the customer's or its end users' acts or omissions, configuration, software or credentials; (b) Customer Content; (c) third-party services, networks, data centers or authorities outside our reasonable control; or (d) force majeure. Nothing in this Policy limits liability that cannot be limited under applicable law, or any rights you have as a consumer under mandatory law in your country.

7.2. **Customer indemnity.** The customer will indemnify and hold us harmless against claims, fines and costs arising from personal data in Customer Content or from the customer's breach of data protection law, as further set out in the Terms.

7.3. **Data Processing Agreement.** Customers that need a data processing agreement for Customer Content (for example, under GDPR Art. 28) may request our standard DPA at info@profitserver.net. The DPA, once accepted, forms part of the Terms and governs our processing of Customer Content.

7.4. **Third-party sites and services.** The website may link to third-party sites, payment pages and services. Their own privacy policies apply, and we are not responsible for them.

7.5. **Changes.** We may update this Policy from time to time. The current version, with its effective date, is always published on the website. If changes are material, we will notify customers by email or in the panel at least 14 days before they take effect, unless a shorter period is required by law or for security reasons. Continued use of the Services after the effective date means you have read the updated Policy.

7.6. **Governing law.** This Policy is governed by the laws of the State of New Mexico, USA, without regard to conflict-of-law rules, and any dispute is resolved under the dispute resolution provisions of the Terms. This does not deprive you of the protection of mandatory data protection law of your country of residence or your right to complain to a supervisory authority.

7.7. **Language.** This Policy may be published in several languages. If versions differ, the English version prevails, unless mandatory law requires otherwise.

7.8. **Contact.** Global Profit LLC, 1209 Mountain Road PL NE, Ste N, Albuquerque, NM 87110, USA. Email: info@profitserver.net.

Effective date: 7.11.2026.