

General Terms Of Service

Effective as of June 6, 2019

Thank you for using our website. We look forward to building a long lasting relationship.

This is an agreement between Zonat S.A and you, and is effective as of the date of your use of the above specified website ("Site"). It sets forth the general terms and conditions of your use of the Site and each product or service you purchase or access through this Site (each and together "Services"). Depending on the Services you have purchased certain additional provisions indicated below ("Service-Specific Provisions") may be included and applicable. These are in addition to (not in lieu of) these general terms and, together with any referenced agreements and policies, form an integral part of this Agreement. In the event of a conflict between any particular Service-Specific Provision and any particular provision of these General Terms, the additional Service-Specific Provisions shall control.

We are a Luxembourg corporation located at: 14, Rue Robert Stumper L-2557 Luxembourg. Unless otherwise indicated, "we", "us" and "our" refer to Zonat, SA and its brands, subsidiaries and sister companies (collectively, Zonat S.A.). Our registered office is and our official details are:

Identification number: 2003 2230 408

RCS number: B98480

VAT number: LU24837666

Trade-Authorization-Nr: 00140704/1

We may refer to you using such terms as "you", "your", "customer", or "User". If you are acting on behalf of an entity, then "you" will refer to the entity and you represent and warrant to us that you have full authority to bind the entity to this Agreement. In any case "you" will also include any individual or entity who accepts this Agreement, uses the Site, acquires or uses Services, or acts on your behalf, whether or not authorized by you. It also includes anyone who has access to your account, which means that we will, without liability, rely on any action they take regarding your account. Please carefully guard your access credentials, including your passwords.

This Site and the Services are available only to individuals/entities who can form legally binding contracts under applicable law. By using this Site and/or Services, you are representing and warranting to us that you are (1) at least of the age of majority; (2) able to form legally binding contracts under applicable law; and, (3) are not a person barred from purchasing or receiving Services under the laws of any applicable jurisdiction.

Your continuing to use the Site and/or any Services constitutes your acceptance of this Agreement. If you do not agree with the terms of this Agreement or any applicable Services Agreement you may not use the Site or Services.

1. Modification

You agree that we may modify this Agreement and/or the Services and any policies or agreements which are incorporated herein from time to time in our sole discretion. Such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. We may (but are not obligated to) occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account ("Account") information current. We assume no liability or responsibility for your failure to receive an email notification. It is important that you regularly review these Terms of Use.

2. YOUR ACCOUNT

You must create an Account in order to access some features of the Site or use some of the Services. You represent and warrant to us that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. You agree to notify us within five (5) business days if there has been a change in any previously provided information and your failure to do so will, at our election, be a material breach of this Agreement and we will thereafter have the absolute right, in our sole discretion, to terminate any Services and close your account. If we have reason to believe that any part of the Account information you provide is untrue, inaccurate, out-of-date or incomplete, we reserve the right, in our sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs regarding your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, payment method(s), payment providers, and any password. For security purposes, we recommend that you use a secure password, change it regularly, and keep it secure and undisclosed. You must notify us immediately of any breach of security or unauthorized use of your Account. Notwithstanding your notification to us, we will not be liable for any loss you incur due to unauthorized use of your Account. You, however, may be liable for any loss us or to others as a result of unauthorized use of your Account, regardless of the manner or means used by anyone to gain unauthorized access to your Account.

3. Privacy

Your privacy is important to us. Our Privacy Policy is incorporated within this Agreement and can be found [HERE](#) The Privacy Policy sets out your rights and our responsibilities with regard to your personal information.

4. General Rules of Conduct

- 4.1. You agree will use the Site and Services in compliance with this Agreement (and policies or agreements which are incorporated herein) and will not use, promote or encourage the use of the Site or Services:
 - A. To collect or harvest, or permit others to collect or harvest, any content, whether or not containing non-public or personally identifiable information

- B. In a manner we determine is contrary to applicable laws, rules or regulations to which you or we may be bound:
 - C. To engage in child pornography or exploitation of children;
 - D. To engage in terrorism, violence against people, animals or property;
 - E. To engage in any spam or other unsolicited bulk email, or computer or network hacking, cracking or denial of service attack;
 - F. To interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization or to access at a level exceeding your authorization
 - G. In violation of the intellectual property rights of any person or entity;
 - H. To violate the privacy or publicity rights of any person or entity
 - I. To breach any duty of confidentiality that you owe to any person or entity.
 - J. To interfere with the operations of this Site or any Services; or,
 - K. To create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
 - L. To export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of any applicable jurisdiction without all required approvals, licenses and/or exemptions;
 - M. To disseminate or install any viruse, worm, bug, Trojan horse or other code, file, or program designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware or obtaining passwords or confidential information of any person or entity.
- 4.2. Activities that violate or endanger system or network security are prohibited and may result in criminal and civil liability. Examples include, without limitation, unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, forging TCP-IP packet or other header information.
- 4.3. You will not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any content) or enforce limitations on the use of this Site or the Services found at this Site, or any content found therein.
- 4.4. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
- 4.5. You will not copy or distribute any part of this Site or the Services without our express written authorization.
- 4.6. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
- 4.7. You will not re-sell or provide the Services or related technologies for a commercial purpose, without our express written authorization.

- 4.8. You are aware that we may from time-to-time call or email you about your account, and that, for the purposes of training, technical compliance and as a part of our record keeping in providing Services that you request, any and all call(s) and emails may be recorded and retained. Subject to any applicable laws and our restrictions and obligations thereunder, as well as our *Privacy Policy*, you consent to such recording and our retention of such records for the period set out in our Privacy Policy. You further acknowledge and agree that, to the extent permitted by applicable law, we may submit any such recording(s) and emails (and other relevant documentation) in any legal proceeding in which we are a party.
- 4.9. Without limiting any of the rights set forth elsewhere in this Agreement, we expressly retain the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any user who engages in (1) any inappropriate or unlawful activities while using the Site or Services or (2) any activities which, in our sole discretion, constitute a violation of this Agreement or any Services Agreement.

In the event we, in our sole discretion determine you have, directly or indirectly, violated the provisions of this Section, we may, in addition to all other remedies, suspend or terminate your access and/or Services, without refund or liability.

5. CONTENT MONITORING; TERMINATION POLICY

We typically do not pre-screen or review content you may have posted on our Site or that is posted on a website hosted using our Services. However, we do reserve the right (but undertake no duty) to do so. If we review such content we may decide (in our sole discretion) that any such content is not appropriate and/or does not comply with this Agreement. In such a case we may, again in our sole discretion, take any action deemed appropriate, including, without limitation, removing any item we deem inappropriate and/or suspending or terminating your access to this Site or to all or any specific Service (including those not related to the content at issue). If we terminate your access to this Site or any Services, we may, in our sole and absolute discretion, remove and destroy any data and files associated with the Service, including, without limitation, that stored by you on any servers. No refunds are provided if we limit, suspend or terminate your Account/Services for violations of this Agreement.

6. Storage, Backups and Security

6.1. You agree to back-up all content you publish or store using our Site or Services so that you can access and use it when needed. We do not warrant that we back-up any account or data you may publish or store using our Site or Services, and you agree to accept as a risk the loss of any and all of your content. Backup Services may be provided as a cloud based solution and your data may be stored in one or more server locations inside or outside Europe. You may subscribe to our Backup Services, in which case other terms may apply.

6.2. You are solely responsible for all acts, omissions and use undertaken and charges incurred with your account or password or in connection with the Site or any

Services, including any content displayed, linked, transmitted through or stored using our Site or Services. It is your sole responsibility to:

- A. prevent any loss or damage to your content;
- B. maintain independent archival and backup copies of your content;
- C. ensure the security, confidentiality and integrity of your account and access to any content you provide or store using our Site or Services, including content transmitted through or stored on any servers; and
- D. ensure the confidentiality of your password(s).

6.3. We do not undertake to archive our Site or Services and we shall have no liability to you or any other person for loss, damage or destruction of any content you may provide, publish or store using our Site or Services. Our services are not intended to provide a PCI (Payment Card Industry) compliant environment and should not be utilized for such activities.

7. Non-exclusive License

Any content or software made available to you by way of a non-exclusive, non-transferable license for your personal use only in connection with Services you have purchased from us and only for as long as your subscription remains valid.

Any content or software, together with any copyright and other intellectual property rights embodied therein, are owned by us or by a third party from whom we have licensed same. Such content and software was not (and is not) sold nor distributed to you. We (or our licensee) reserve all rights to the software. Any license granted to you is a limited, non-exclusive, non-transferable and non-assignable license to use the software for such purposes as are ordinary and customary and consistent with the Services. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on any content or software. You may use the software on any single computer but may not use it on multiple computer devices simultaneously. You agree to not reverse engineer, decompile (or otherwise attempt to discover the source code), alter or modify the software. You agree you are not authorized to (and will not) combine the software with any other software program, create derivative works based upon the software and are not authorized to integrate any plug-in or enhancement which uses or relies upon the software except those we provide to you for such use. You acknowledge and agree that your use of content or software that is owned or controlled by third parties is subject to our agreement(s) with the third-party providers. If this Agreement or our Site requires or requests that you consent to any agreement with a third party regarding your use of any content or software, agree to honor any such agreement. We may provide your personal information to third-party providers as required to provide you with access to the content or software. Any software and services are provided to you "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

We may, acting at any time and in our sole discretion, modify, change or discontinue the use of any content or software operating on our Site or used in connection with any

Services. In connection with any modification of software, you agree that you will faithfully cooperate in performing all steps necessary to install updates and that this Agreement (together with any third party software license agreement as to which your consent is required or requested) will continue to apply notwithstanding any update.

8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms of this Agreement or any applicable Services Agreement, we undertake to use commercially reasonable efforts to provide this Site and the Services on a continuous basis (24/7). However, you acknowledge and agree that this Site and applicable Services may, from time to time, be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements; or causes beyond our reasonable control or that we do not reasonably anticipate such as telecommunication or digital transmission congestion, interruptions or failures, hostile network attacks, or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we therefor assume no liability to you or any other person or entity with regard thereto.

9. Fees, Payment and Refunds

9.1. You acknowledge receipt of communications specifying the nature of any Services you have purchased and the applicable rates and charges. You agree to pay all amounts due for Services at the time you order. All fees are due immediately and are non-refundable unless otherwise expressly noted in the **Refund Policy** even if your services are suspended, terminated, or transferred prior to the end of the term of service.

9.2. If you signed up for a monthly payment plan, your monthly billing date will be determined based on the day of the month you purchase the Services. If that date falls after the 28th of the month, then your billing date will be the 28th of each month. If you signed up for an annual (or longer) payment plan, and you elected the automatic renewal option, we will automatically renew your Services when they come up for renewal and will take payment in accordance with the designated payment method at our then current rates.

9.3. If for any reason we are unable to charge your account for the full amount owed for the Services provided, we may reduce the level or number of your Services and charge such lower amount as will be honored by your payment provider. If we are charged a penalty in connection with any attempt to charge your payment provider, you will be responsible for such charge. We may pursue all available remedies in order to obtain payment. You agree that among the remedies we may pursue in order to effect payment, shall include, without limitation, immediate cancellation (without notice to you) of any Services, including domain name registrations.

9.4. We reserve the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular services, including additional costs that it may incur in providing the services and pass these costs along to you. These include

intellectual property or other claims (including UDRPs), DMCA or other take-down requests or third party complaints.

9.5. All purchases are processed in the currency stated on or Site or Services subscription when the Service is purchased. This may be GBP (£), Euros (€) or US Dollars (\$) and your payment provider will be charged in the applicable official currency shown. We may provide an estimated conversion price to other currencies other than those invoiced, you acknowledge and agree that such converted pricing displayed during the checkout process is an estimate and the actual amount charged may differ from the estimated currency amount provided. We make no representation or warranty that the estimated amount shown in any other currency will be the same as the actual price charged. Other charges may also apply, such as currency conversion charges by your payment processor and VAT (based on the country indicated in your billing address. Any amounts to be charged will appear during the checkout process in the official currency due.

9.6. Although pricing is generally established based on the applicable Service, we reserve the right to differentiate pricing among our customers on any basis, acting in our sole discretion. We reserve the right to change pricing at any time and any new pricing will be posted on our Site and will be effective immediately. If you have purchased Services on a periodic subscription, any new pricing will become effective automatically upon renewal of the subscription period.

IN ORDER TO AVOID INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL WITH AUTOMATIC RENEWAL OCCURRING IMMEDIATELY AT THE END OF THE PERIOD YOU INITIALLY SELECTED WITH YOUR PURCHASE (e.g. MONTHLY, ANNUALLY). IF YOU DO NOT DISABLE AUTOMATIC RENEWAL, WE WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND PROCESS PAYMENT FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOUR SELECTED PAYMENT METHOD REMAINS CURRENT AND FUNDED.

10. Discontinued Services

10.1. We reserve the right to stop providing or to change (materially or otherwise) any of our Services at any time. We can do this for any or no reason, and without prior notice to you.

10.2. If we stop offering or providing any Service, we will attempt to notify you in advance, subject to our ability to do so. It is your responsibility to take all necessary steps to replace the terminating Service with an alternative and taking steps to ensure your content and data is secure. In any case we will either (1) migrate you or your account/Service to the most current version (or most substantially similar) Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration; (2) provide a prorated in-store credit for use to satisfy other charges, or (3) provide a prorated refund representing the unused portion of your Service.

We will not be liable to you or any third party for any modification, suspension, or discontinuance of any Services we may offer.

11. Disclaimers & Liability Limitations

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES IS AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS”. TO THE FULLEST EXTENT PERMITTED BY LAW WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL OF OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES OF ANY NATURE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SITE OR SERVICES DO NOT INFRINGE ON THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF OTHERS. NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE ANY REPRESENTATION OR WARRANTY AS TO (1) WHETHER OUR SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, FUNCTION AS INTENDED, OR THAT THE USE OF THE PROVIDED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE OR ANY WEBSITE LINKED OR OTHERWISE ACCESSIBLE FROM THE SITE OR SERVICES; (2) ANY ADVERTISEMENT PUBLISHED ON THE SITE OR VIA THE SERVICES; AND/OR (3) ACCESSABILITY OR FUNCTION OF ANY SERVICES, WHETHER LOCATED AT OUR SITE OR ANY THIRD PARTY WEBSITE, AND WE ASSUME NO LIABILITY OR RESPONSIBILITY THEREFOR.

NO ORAL OR WRITTEN INFORMATION PROVIDED BY US, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

12. Limitation of Liability; Waiver and Release

IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY OR ALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PERSONAL OR PROPERTY INJURY, LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;) HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LEGAL OR EQUITABLE LIABILITY, INCLUDING, WITHOUT LIMITATION, WARRANTY, CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE

SITE OR SERVICES, EVEN IF WE (OR THE OTHER BENEFICIARIES OF THESE PROVISIONS) ARE AWARE OF OR HAVE BEEN, DIRECTLY OR INDIRECTLY, MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU FURTHER FULLY RELEASE, REMISE, AND FOREVER DISCHARGE US AND ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, CONTROVERSIES, OFFSETS, OBLIGATIONS, LOSSES, DAMAGES AND LIABILITIES OF EVERY KIND AND CHARACTER WHATSOEVER INCLUDING WITHOUT LIMITATION THOSE DESCRIBED ABOVE IN THIS SECTION.

IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY, DIRECTLY OR INDIRECTLY, EXCEED THE LESSER OF (A) THE AMOUNT WE HAVE RECEIVED FROM YOU DURING THE PAST TWELVE (12) CALENDAR MONTHS IN CONNECTION WITH SERVICES YOU HAVE PURCHASED, OR (B) \$1,000.00 EUROS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF, THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

13. Indemnification

You agree to protect, defend, indemnify and hold harmless us and our officers, directors, employees, agents, and third party service providers (collectively "Indemnitees") from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by any Indemnitee directly or indirectly arising from (A) your use of and access to this Site or any Services; (B) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; (C) your violation of any third-party right, including without limitation any intellectual property or other proprietary right; and/or (D) any violation of any law, rule or regulation in any applicable jurisdiction. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or any Services.

14. Compliance With Local Laws

We make no representation or warranty that the content available on this Site or the Services are appropriate or legally compliant in every country or jurisdiction, and access to this Site or the Services from countries or jurisdictions where the Site's content or Services is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations and we will not be liable to you or any third party for your failure to comply with such laws, rules or regulations.

15. Termination

You agree that you will be responsible for notifying us should you desire to terminate your use of the Site or any of our Services. Notification of your intent to terminate must be provided no earlier than 10 days prior to your billing date but no later than three days prior to your billing date. If you terminate during your subscription period no amount will be refunded to you. Upon termination all unused credits will become and void.

16. Notices

You agree that any notices required to be given under this Agreement by us to you will be deemed to have been given if delivered in accordance with the information you have provided in connection with your account/Services.

17. Final Agreement

This Agreement, together with all regulations and policies incorporated herein, as may be modified from time to time, constitutes the complete and exclusive agreement between you and us, and supersedes and governs all prior proposals, agreements, or other communications. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of us that specifically references this Agreement and contains an express intention to amend same. For this reason you are cautioned that statements or comments that may be made to you, orally or in writing, in connection with the provision of Services, including communications from our help-desk, are not amendments and do not act to modify this Agreement.

18. No Agency Relationship

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties hereto. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

19. Waiver

Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. The failure of us to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by us of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

20. Enforceability

In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be unenforceable or invalid under any applicable law it shall not affect or impair the validity or enforcement of any other provision of this Agreement and the offending provision shall be limited to the least extent possible to render it enforceable or otherwise give effect to the parties' intentions

21. No Third Party Beneficiaries

Nothing in this Agreement or any rules, regulations or policies incorporated herein, shall be deemed to confer any third-party rights or benefits.

22. Successors & Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective and valid heirs, successors and assigns.

23. Assignment and Resale

Except as otherwise may be expressly set forth in this Agreement, you may not assign your rights or obligations and any attempt to do so (including by levy or operation of law) shall be void and without effect, and at our election constitute a breach of this Agreement. We may freely assign all or any of our rights and obligations under this Agreement without notice and without your consent.

24. Force Majeure

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its control including, but not limited to: earthquake; flood; fire; storm; natural disaster; act of God; war; terrorism; armed conflict; labour strike; lockout; boycott; supplier failures, shortages, breaches, or delays; or any law, order regulation, direction, action or request of the government, including any governmental authority (whether federal, state or local or any agency, division or department thereof) governments having or claiming jurisdiction over us; or any other cause or circumstance, whether of a similar or dissimilar nature to the foregoing, beyond the reasonable control of the affected party, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all commercially reasonable steps in an effort to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, we may immediately terminate this Agreement. Force majeure events shall not apply to difficulties in your tendering payment when otherwise due.

25. Headings

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

26. Links To Third-Party Websites

This Site and the Services may contain links to websites that we neither own nor control and we assume no responsibility (and will incur no liability) for the content,

terms and conditions, privacy policies, or practices of any such websites. We encourage you to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit. By using this Site or the Services, you are expressly releasing us and our officers, directors, employees, agents, affiliates, or service providers from any and all liability arising from your use of any third-party website.

27. OTHER RIGHTS RESERVATIONS

We expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as we determine in our sole and absolute discretion), including but not limited to the following: (A) to correct mistakes we may make in offering or delivering any Services (including any domain name registration), (B) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar, (C) assistance in fraud/abuse detection and prevention, (D) to comply with court orders and applicable local, state, national and international laws, rules and regulations, including requests of law enforcement or subpoenas; (E) to comply with any UDRP or other dispute resolution process, (F) to defend ourselves, or our officers, directors, employees, agents, affiliates, or service providers, against any legal or equitable action (existing or threatened) and without having to determine the merits of same; (G) in connection our efforts to avoid any civil or criminal liability on the part of ourselves or our or our officers, directors, employees, agents, affiliates, or service providers; or, (H) to respond what we determine to be an excessive volume or seriousness of complaints related to you or the manner in which you are utilizing this Site, your Account or any Services.

28. Intellectual Property

Except for any content that you provide or store in connection with any Services, the content on this Site and any Services , including but not limited to, software, scripts, source code, API, text, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("Zonat Content"), are owned by or licensed to us for our use, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under the laws of Luxembourg and other jurisdictions.

Any Zonat Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only in connection with the Site and Services, and may not be, directly or indirectly, downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited by you for any purposes whatsoever without our express prior written consent. Nothing in this Agreement, or in any regulations or policies incorporated herein, acts to grant to you any license under any copyright, trademark, patent, or other proprietary right or license. We reserve all rights not expressly granted in and to any Zonat Content, this Site and the Services, and this Agreement does not transfer ownership of or any license to any of these rights.

29. English Language Is Controlling

This Agreement, along with all rules, regulations and policies and any applicable agreements required for any specific Service (collectively, "Agreement"), is executed and enforceable in the English language. Any translation provided to you is for convenience purposes only, and, to the fullest extent permitted by applicable law, in the event of any conflict between the English and translated version, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (1) both language versions shall have equal validity; (2) you acknowledge that you have reviewed both language versions and agree that they are substantially the same in all material respects; and, (3) in the event of any discrepancy between the two versions, while the translated version may prevail to the extent required by law, its interpretation shall be consistent with the intent of both you and us as expressed in the English.

30. BETA SERVICES

We may, from time to time, offer new Services in a "beta" version (a pre-release version not yet available to the general public) ("Beta Services. If you opt to use any of our Beta Services, your use is subject to the additional terms and conditions set out in this Section.

All Beta Services are pre-release versions and may not work properly. Your use of the Beta Services may result in operational failures. All Beta Services are provided as-is and without any form of warranty or representation and we do not recommend using them if you cannot sustain the risks of complete loss of functionality or loss or corruption of data. We reserve the absolute right to modify, change, or discontinue all or any part of any Beta Service at any time, without notice or liability therefor. If any Beta Service is subsequently released to the general public as a Service, you assume the risk that the commercial version may have changed substantially from the Beta Service and/or that the commercial version may not be compatible with the Beta Service or any programs used in connection therewith. We may limit or eliminate customer service for any Beta Service. In exchange for your access to the Beta Service, you agree to provide feedback regarding your experience in using the Beta Services, providing such feedback in the format and detail reasonably requested by us.

You agree that we can freely use all or any part of your feedback for any purpose, including product development purposes or inclusion within publicity, press materials and marketing collateral. You agree that any intellectual property inherent in your feedback or arising from your use of any Beta Service shall be owned exclusively by us and you hereby assign to us all rights thereto. You that any information regarding your use of any Beta Service, including your experience with and opinions regarding the Beta Service(s), is confidential, and that although we may disclose same, you may not do so other than providing us with the feedback. Any Beta Services are provided "as is", "as available", and "with all faults". To the fullest extent permitted by law, we disclaim any and all warranties, statutory, express or implied, with respect to any Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

31. Contact Information

For any questions about this Agreement, please contact us by email or regular mail at the following address:

Zonat, SA - Legal Department
14, Rue Robert Stumper L-2557 Luxembourg
legal@Zonat.com

Our DMCA agent is registered with the United States Copyright Offices and such other locations as may be required.

Our Data Control agent is, if required, registered with the appropriate authorities of the Luxembourg government and/or such other locations as may be required.

32. Third Party Content

If you elect to sell or resell advertising or web space to a third party then you are responsible for the contents of that advertising and the actions of that third party. You may not sell, resell advertising or web space representing more than 20% of any webpage. You may not, directly or indirectly, sell or resell advertising or web space if the effective result (in our sole discretion) is that you are reselling any of our Services. If we determine in our discretion that you are engaging in such prohibited activities, we may suspend or close your Account and/or Services or require that you agree to and abide by our Reseller Agreement which can be found [HERE](#), the terms of which are incorporated by reference into this Agreement.

We have the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of this Agreement, any policy or regulation, or any applicable law. Such violation may result in the suspension or in the immediate termination of your account. You are responsible for monitoring all of your domain transfers, renewals and orders. In the event that an error occurs you must notify us immediately of the error. In no event shall we be liable to you for any damages resulting from or related to any failure or delay of domain registration, transfer or renewal. Other provisions of this Agreement, including warranty and liability limitations.

33. Governing Law

Any and all contractual agreements between us and you are exclusively governed by and construed in accordance with the laws of the country of Luxembourg, exclusive of the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

34. Additional Terms For German Customers Only

Any and all contractual agreements between us and you (with you meaning our commercial contract partner "Entrepreneur" in the meaning of section 14 German Civil Code) are exclusively governed by and construed in accordance with the laws of the country of Luxembourg, exclusive of the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

CONSUMERS (ACCORDING TO §13 BGB) HAVE THE RIGHT TO WITHDRAW FROM THIS CONTRACT WITHIN FOURTEEN DAYS WITHOUT GIVING A REASON. THE REVOCATION PERIOD IS FOURTEEN DAYS FROM THE DATE OF THE CONTRACT. IN ORDER TO EXERCISE YOUR RIGHT OF WITHDRAWAL, YOU MUST INFORM

Zonat, SA - Legal Department
14, Rue Robert Stumper L-2557 Luxembourg
Email: legal@zonat.com

BY MEANS OF A CLEAR STATEMENT (E.G. A LETTER SENT BY POST, FAX OR E-MAIL) ABOUT YOUR DECISION TO WITHDRAW FROM THIS CONTRACT. YOU CAN USE THE FOLLOWING TEMPLATE (NOT REQUIRED):

TO ZONAT, SA: LEGAL@ZONAT.COM

• I, [state full name] HEREBY REVOKES THE CONTRACT ENTERED INTO WITH ZONAT, SA BY [state full name of customer] REGARDING THE FOLLOWING SERVICE(S)

- SERVICE ORDERED: _____
- DATE OF ORDER: _____
- FULL NAME OF THE CONSUMER(S): _____
- ADDRESS OF THE CONSUMER(S): _____
- SIGNATURE OF THE CONSUMER(S)
- DATE

TO COMPLY WITH THE WITHDRAWAL PERIOD, IT IS SUFFICIENT FOR YOU TO SEND THE NOTICE TO EXERCISE THE RIGHT OF REFUSAL BEFORE EXPIRY OF THE WITHDRAWAL PERIOD.

IF YOU WITHDRAW FROM THIS AGREEMENT, WE SHALL REIMBURSE YOU ALL PAYMENTS WE HAVE RECEIVED FROM YOU, INCLUDING DELIVERY CHARGES (EXCEPT FOR THE ADDITIONAL COSTS ARISING FROM CHOOSING A NON-STANDARD DELIVERY METHOD) WITHIN FOURTEEN DAYS FROM THE DATE ON WHICH WE HAVE ACTUALLY RECEIVED THE NOTIFICATION OF YOUR REVOCATION OF THIS CONTRACT. REPAYMENT WILL BE AFFECTED USING THE SAME FORM OF PAYMENT THAT YOU USED IN THE ORIGINAL TRANSACTION.

IF YOU HAVE REQUESTED THAT WE COMMENCED RENDERING OUR SERVICES BEFORE THE END OF THE PERIOD TO WITHDRAW, WE RESERVE THE RIGHT TO CHARGE A REASONABLE AMOUNT EQUAL TO THE PROPORTION OF SERVICES ALREADY PROVIDED AT THE TIME OF REVOCATION.

Service-Specific Provisions

The following Service-Specific Provisions are incorporated in and form a part of our Agreement.

Resellers

Effective as of June 6, 2019

If you elect to resell any of our Services a third party (your customers) then you must agree to our Reseller Agreement which can be found [here](#), the terms of which are incorporated by reference into this Agreement. As a Reseller you will, in addition to those provisions in our Reseller Agreement, be responsible for the acts and omissions of the third party. Each of your customers must, as a condition of purchasing our Services through you, consent to this Agreement. We retain the absolute right to reject any of your customers if we find them to be objectionable or if, through act or omission, they breach any provision of this Agreement, any policy or regulation, or any applicable law. Additionally, we may suspend or terminate any of your customer's Accounts or Services, if, through act or omission, they breach any provision of this Agreement, any policy or regulation, or any applicable law. Other provisions of this Agreement, including warranty and liability limitations, apply in addition to, and not in lieu of, the Reseller Agreement.

Hosting Services

Effective as of June 6, 2019

PLEASE READ THESE SECTIONS CAREFULLY. THEY CONTAIN ADDITINOAL INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGIATIONS REGARDING HOSTING SERVICES.

1. Description Of Services

We offer a variety of hosting and related support plans including the following:

Web Hosting. Web Hosting plans place your site within one or more of our servers. Resources are shared between many customers on the same servers; however, your site is given a unique address.

Managed Hosting. Managed Hosting plans, you get all of the benefits of having your own VPS or Dedicated Server, but we will manage the server for you including setting up your control panel, patching cycles and back-ups.

Reseller Hosting. Reseller Hosting combines Managed Hosting and an integrated Web Host Manager license, which allows you to, among other things, resell, configure and manage both hosting accounts and domain names, and with WHMCS, it allows you to invoice and collect payments, and track communications and support issues with your customers. A separate Reseller Agreement may be required.

Managed WordPress Hosting. Managed WordPress Hosting plans give you a streamlined and optimized experience to build and manage WordPress sites. We handle the basic hosting administrative tasks, including: installing WordPress, automated daily backups (if included in your plan), WordPress core updates and server-level caching.

Virtual Private Server (“VPS”). VPS plans place your site within a server shared with other customers, but you will have full control over your server space and the complete configuration of your virtual instance on the server. You will have administrator (root) access and a dedicated IP address.

Dedicated Server. Dedicated Server plans reserve an entire server exclusively for your account and usage. You will have exclusive rights to your server's bandwidth, memory, and storage space, and your server's performance will not be affected by traffic and the usage patterns of other customers.

Managed Support. Managed Support is a monthly subscription that provide you with root/administrative access to the service and Plesk or cPanel. We handle core patching, security, monitoring and backups. Additional configurations and installations can be performed for an additional fee.

Bespoke Hosting Services. Bespoke Hosting Support and dedicated services provide you with custom support services available for a negotiated fee proposed after learning about your needs. Bespoke Hosting Services can provide you with an experienced server administrator for complicated tasks such as firewall and database configuration and complex migrations.

Hosting Backup. Hosting backup and restore services saves all your website files to the cloud once per day. These backup and restore services may be available for an additional fee depending on your hosting plan.

2. Your Obligations; Representations & Warranties

Disclosures. You agree that if requested, you will disclose to us your intended and actual purpose in using our Hosting Services. You agree that we may disclose your name and justification to certain registries according to their policies. You agree that your name and the address provided by you may also be displayed publicly in one or more WHOIS databases. More information can be found in our Privacy Policy which is located [**HERE**](#)

Use Restrictions. In addition to those restrictions described above, you agree that you will not:

- Use our Services, any of our servers, or your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities that threaten the stability of our network or will damage the systems of, or cause a disruption of internet services to, us, our customers, or third-parties.
- Directly or indirectly engage in any server hacking or other perpetration of security (whether of our systems or using your website or our servers to breach third party systems).
- Use our Services or your website (or any other website linked to our services) as an anonymous gateway.
- Use our Services or use software or scripts on our servers that cause the server to load beyond any reasonable level that we may, in our discretion, establish from time to time.
- Use our Services or the server associated with any Hosting Services as a repository for storing archived files.
- Use our Services or the server associated with any Hosting Services to store material that can be downloaded through other websites.

We may (but undertake no obligation to) scan your hosted account and any website(s) for malicious content and, in the event we locate any such content, we may remove it in our discretion for security purposes, without notice or obligation as concerns the operability of your website or the preservation of any data contained therein. We also have the right to carry out a forensic examination in the event of a compromise to your server or account.

If you are in violation of this Agreement, or we determine that there are activities that threaten the stability of our network, we may remove or disable your website (and any other website you host with us) temporarily or permanently from our servers.

Storage and Security. Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. You are solely responsible for preventing any loss or damage to your website or server content; maintaining independent archival and backup copies of your website or server content; and ensuring the security, confidentiality and integrity of your website or server content that is transmitted through or stored on our servers. This remains true even if you have subscribed for backup services

Our Hosting Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and should not be used or considered as one. You shall not use the Service in any way, in our sole discretion, that shall impair the functioning or operation of our services or equipment.

Website/Server Content. You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server. You agree that our support staff to modify, alter or remove the content of your hosted product in the course of providing you with support or technical services. If you have purchased our Backup Service, additional terms may apply. However, such terms do not remove your primary responsibility as noted above.

If you install (or request that we install) or use any computer software that we did not provide to you as a part of our Services, you represent and warrant to us, and our directors, officers, employees, agents and affiliates that (1) you have the right to install and use such software on the server and in connection with your website; (2) you have paid any applicable licensing fee(s) relative to such installation and use; and (3) such software does not and will not infringe on the intellectual property or other rights of any other person or entity.

3. Space/Capacity Limitations

Storage and Plan Limits. All Web Hosting and WordPress Hosting plans, including the unlimited plans, are subject to limits.

Our basic Hosting Services are designed to host most personal, small business and organization websites, and thus we offer a reasonably unlimited bandwidth. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the operation of your website, provided it complies with this Service Agreement and does not act as a burden to our systems given other customer needs. Some of our plans offer more disk space and website capacity but at an added fee.

In the event the bandwidth, number of websites or disk space usage of your website presents, in our sole opinion, a risk to the stability, performance or uptime of our servers, data storage,

networking or other infrastructure, you may be required to upgrade to a VPS or Dedicated Server, or we may take action to restrict the resources your website is utilizing.

Because of the space required for operating systems, system files and other supporting software, the total amount of usable storage capacity for your particular Hosting Service(s) may differ from the represented capacity. Backups and Add-Ons will also reduce the usable space available.

All Hosting plans, including unlimited plans, are subject to the following limits (as applicable): (1) no more than 250,000 file entries (inodes) per account for Linux® hosting accounts; (2) no more than 500,000 files and folders per account for Windows® hosting accounts; and, (3) no more than 1,000 tables per database and no more than one gigabyte of storage per database. If you exceed these limits you may be issued a warning. Your subsequent failure to reduce your consumption to a level equal to or below the limits may result in a temporary or permanent suspension (as we deem appropriate) and no amounts will be refunded. All Linux hosting plans are subject to additional limitations. No Linux hosting plan may exceed: (1) 25% of one CPU core; (2) 512MB of RAM; (3) 100 website connections; (4) 100 active processes; and/or (5) 1 MB/s disk IO. If you exceed these additional limits you may experience a slowing of site loading and response times. Additional resources are available for an additional fee.

You may only use WordPress Hosting for a WordPress website. Any non-WordPress site requires its own hosting plan. You may only install one instance of WordPress per website. If you violate these requirements, you may be issued a warning. Your subsequent failure to comply may result in a temporary or permanent suspension (as we deem appropriate) and no amounts will be refunded.

4. Other Limitations

Website/Server Content. You may not include any of the following content on any hosted website: (1) image hosting scripts that allow an anonymous user to upload an image for display on another website; (2) banner ad services for display on other websites or devices (commercial providers of rotation-based banner advertisements); (3) file dump/mirror scripts that allow an anonymous user to upload a file for other to download; (4) commercial audio streaming (exceeding one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) Bittorrent trackers; or, (9) any script that causes a degradation in the performance of our server or network environment.

Content Delivery Networks (CDNs). We may, in our discretion, offer access to caching and distribution of website content using a network of dispersed servers. These servers may be located anywhere globally, including the United States. You acknowledge and agree that We may alter or discontinue your access to CDNs at our discretion.

WHMCS License. We operate a WHMCS environment which provides you (and us) with a wide variety of tools and dashboards. We feel WHMCS makes the hosting experience easier. As a part of your Hosting Services subscription you agree to be bound by WHMCS's Terms of Service (located [HERE](#)) and WHMCS's End-User License Agreement (located [HERE](#)), both of which are incorporated by reference into this Agreement.

Your hosting plan may provide you with access to use ManageWP. ManageWP is a website management console which allows its users to administer any number of websites including, but not limited to, management, monitoring, backups, deployment, publishing, and security

tools. You acknowledge and agree that your use of ManageWP is subject to the terms of service required by ManageWP, which are located [**HERE**](#) and incorporated herein by reference.

cPanel. If you have purchased or otherwise added cPanel to your server, you agree to be bound by the cPanel's End-User License Agreement (located [**HERE**](#)), which is incorporated by reference into this Agreement.

5. Dedicated Hosting

General. Our Dedicated Hosting allows you to operate your own specifically configured server to host your website. This server may be its own independent computer or may be a segregated area within a server used by others.

Server Access. If you purchase our Backup Service, you hereby authorize us to log into your server for purposes of installing and configuring the backup software.

IP Addresses. We may, from time to time, migrate our servers to new or different equipment as we may determine advisable, including without limitation, maintenance, equipment replacement or load balancing. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers. Also, if your Service Subscription includes multiple IP addresses it is important that you use them. Accordingly, you agree that we may reclaim unused IP addresses if you do not begin to use at least ninety percent (90%) of your subscribed IP addresses within thirty (30) days of their assignment to you. You will not receive a refund for any reclaimed IP Addresses.

6. Backup Services

General. This section applies if you have subscribed to our Backup Services. We offer both FTP Backup and Database Backup Services, each for an extra fee. Our Backup Service may require that your server may be down, slow to respond, or unavailable to the public during installation and maintenance.

Backup Limitations. Backup Services are subject to disk-space limitations which are specific to the plan you have purchased. Different fees may apply as you use more capacity. It is your responsibility to ensure that your backups (including historical copies) do not exceed the applicable limits. If they do, we reserve the right, in our sole discretion to truncate your backups such that applicable limits are not exceeded, or increase the applicable limit and charge you any additional fee(s) applicable. In the event of the latter you agree to pay such additional fee and authorize us to immediately process payment with your payment provider.

Limitations of our Obligations. Subject to additional limitations found elsewhere in this Agreement, warranty exclusions and liability limitations, we agree only to use commercially reasonable efforts to provide FTP Backup and Database Backup services on a frequency applicable to the Backup Service plan you purchased. You agree that our Backup Services may be inaccessible or inoperable from time to time and for any reason, including, without limitation: (1) maintenance procedures or repairs we undertake; (2) equipment malfunctions; or (3) causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, security intrusions, or other failures. FTP Backup and

Database Backup may not be available on all hosting plans. We reserve the right to store backups in any one or more of our servers and for this reason backup files may be stored at locations that differ from your website server. Please note that even if Backup Services are purchased, it remains your primary responsibility to ensure that your website along with all content and files are properly backed up and archived.

7. Support Services

General. Support is provided as a part of your paid Services. Support is provided 24/7 but is available on an as-come, as-served basis and subject to the availability of our support personnel. Support is available on a “best efforts” basis.

Premium Support. Premium Support is available on a subscription or pay-as-you-go basis. Premium Support Service is superior to our general support services but it is not unlimited. We reserve the right to charge any or all of the fees for Premium Support Services prior to the commencement of any work being performed. Our fees are subject to change at any time prior to commencement of any work. Premium Support generally applies to out-of-scope support such as problems that are not directly caused by our Services or software we have provided. Premium Support may require that you install a plug-in software application to allow our support personnel access to your systems so that we can attempt to diagnose, repair, automatically update files, software, and the like related to the maintenance of your site and server.

Expert Services. If we determine that any support request falls outside the scope of your purchased Services, we will let you know. We may agree to provide custom services for a fee, or on a per service basis. You will have the opportunity to approve any quoted fee. We reserve the right to charge such fees prior to commencement of work. If we do not agree to provide customer services we will not provide you with referrals. We are not responsible for and will not provide assistance with any issue(s) that arise beyond fourteen days of any Expert Services.

You agree that our support personnel may contact you by email or by phone. Emails will be retained as a part of your account records as described in our *Privacy Policy* which is located [HERE](#) Phone calls may be recorded for training and other purposes and retained as described in our *Privacy Policy*.

We reserve the right to refuse to provide services if doing so will expose our personnel to harassment or what we deem unreasonable conduct. This includes objectionable materials such as pornographic, X-rated, sexually explicit, or otherwise tasteless text, materials, images, products or services (including, but not limited to: massage, dating, escort or prostitution services).

All Support is available on a “best efforts” basis. We provide no guaranty that we will be able to resolve your issues or that our assistance, if successful, will continue to work for you. Our support services are limited. In the case of an inoperable failure or defect, we will limit our technical support to restoring any applicable software program to its original state, assuming you have retained and provided copies to which you hold a fully-paid license. We will not undertake to re-configure or install data or undertake customized services.

Hosting Migrations. Migrations of websites and their related files can be difficult. Most hosting companies are configured differently and store their data and file configurations in formats that are proprietary or incompatible with our systems. While we will try our best to assist you with any migration to or from our Hosting Services, we do as a courtesy service. Any

assistance we may provide is on a best-commercial efforts basis and subject to availability of qualified personnel and the nature of the migration you desire.

We will not perform website backups or archives of your old website or files when we assist with a migration, and we strongly recommend that you back up your third-party hosted website before starting any migration process. If we do assist you with a migration, you agree that during the migration process you will not modify the website or any related files. You are solely responsible for ensuring that any migration was correctly completed.

reviewing the functionality and accuracy of migrated content in its new location following a Hosting Migration. If you are satisfied with the data migration, you will need to update the DNS record for the domain name in order to publish the website in its new location. We will not perform website backups or archives in connection with a Hosting Migration, and we recommend that you back up your third-party hosted website before migration to ensure that no data is lost. You agree not to make any changes or revisions to your website during the migration process.

We provide no express or implied warranty that any migration will be successful, even if we have assisted you in the process. In addition to the warranty exclusions and liability limitations stated elsewhere, you agree that we will not be liable to you or any third party for any loss in connection with a delay, website resolution, or loss of data related to your Hosting Migration.

8. Account Termination; Limitations

Termination. Your Hosting and other Services may be terminated at the earlier of (a) expiration of your relevant subscription period, or (b) your violation of this Agreement. In the event of termination you must stop using any Hosting or other Services and relinquish use of the IP addresses and server names that may have been assigned to you and you must alter any Name Server designation records in your domain name registration. Any images or other materials we have provided to you in connection with Services remains ours and were available for your use while you were our customer. You may not transfer any such images or other materials to any other location for use in conjunction with services provided by any third party. If Services are terminated you are responsible for migrating your website and all content to your new provider. We will not transfer files, including backups to another provider. Although we reserve the right to do so immediately upon termination, we reserve the right to delete any website and related content from our servers within ten (10) days following termination of your Services.

9. Third Party Software

Third Party Software. Third Party Software means any software or application developed and owned by a third party provider with whom we may contract with from time to time.

Operating Systems. Hosting Services may be operated in both Linux® and Windows® environments. Each time you commission a server, we will provision the server with the operating system you choose.

Modifications, Changes, Discontinuations. We expressly reserve the right to modify, change, or discontinue any Service or software, including, Third-Party Software, at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates, as applicable. Software is neither sold nor distributed to you, and you may use the software solely as part of your Hosting or other Services. You may not use any software outside of the Services for which you subscribed and paid. We may provide your personal information to

third-party providers as required to provide any Third-Party Software. You acknowledge and agree that your use of software may be subject to our agreement(s) with the third-party providers. In addition, if any software is accompanied by, or requires consent to, a service or license agreement from us or any third-party provider, your use of the software is subject to such service or license agreement. You may not download, install, or use any software that is accompanied by or requires consent to a service or license agreement from us or any third-party provider unless you first agree to the terms and conditions of such service or license agreement. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on any software. You may not reverse engineer, decompile, or disassemble any software, except and only to the extent that such activity is expressly permitted by applicable law. You acknowledge and agree that both we and any third-party providers (and our respective affiliates and suppliers) make no representations or warranties about any software offered in connection with any Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of any software. You acknowledge and agree that any software will be supported by us and not by the third-party providers (or their affiliates or suppliers). Other terms and conditions stated elsewhere in this Agreement may apply, including warranty exclusions and liability limitations.

10. Service Uptime

General. Your website will remain available to the public 99.9% of the time, measured on a per-month basis over the calendar year.

Exclusions. Our uptime guaranty does apply to periods of unavailability directly or indirectly caused by: (1) periodic scheduled maintenance or repairs we may perform; (2) interruptions caused by any act or omissions of you or any of your employees or agents, including, without limitation, scripting, coding or the installation errors; (3) errors caused by third-party software applications; (4) any period during which your website resolves publicly even though slowly or if all of your website may not be completely accessible, or accessible on a delayed or intermittent basis (for example, backup services, certain Add-Ons or email); (5) causes beyond our control or that are not reasonably foreseeable; and, (6) outages related to any defect in any third party software (whether or not installed by us). Other exclusions may apply as set forth in our warranty exclusions and liability limitations provisions found elsewhere in this Agreement.

Add-On Services

General. We offer a number of Add-On Services that can be configured to work with your Hosting Services, including control panel, Backup Services (FTP & database backups), Monitoring, Site Builder, SEO, SSL Certificates, firewall, or RAID. Add-Ons are provided for an extra fee. The specific Add-Ons available to you may depend on the particular Hosting Service to which you subscribed. Please note that Add-Ons may consume some of your available storage and depending on the Add-On, may require installation services on our part, such as additional hardware or software to which additional fees may apply. Some Add-On services/software may not function properly or cause conflicts with other software you have installed on your server or to operate your website.

Add-On Service - End-User Agreements. Some or all Add-On Services may require that you consent to the specific End-User License/Use Agreement as required by the owner/provider of any software application provided as a part of any Add-On service. The relevant End-User License/Use Agreement will be presented to you upon check-out and your consent is required as a part of the check-out process for purchasing such Add-Ons. The terms of such End-User License Agreement are each incorporated by reference into this Agreement.

Domain Name Registration

Domain Names are available for registration. Registrations are subject to specific agreements depending upon the specific domain name and relevant domain name registry, some of which are referenced below in part. By registering any domain name using our Services you are agreeing to the terms of the relevant registrar and registry, each of which is incorporated by reference within this Agreement.

Domain names are registered under clients' names and are managed by E-hosting.lu on your behalf. Privacy protection may be available and if available can be enabled upon your request for an additional fee. At any time you will have the option of taking full control over the domain name.

Domain Names may also be available for lease but a separate leasing agreement is required. Please contact us if you are interested in domain name leasing.

Nominet: Terms & Conditions

Zonat S.A. and this Site is member of Nominet. When registering with us any domain names available through the Nominet registry, you agree on this Agreement, as well as the Nominet's UK terms and conditions which are found [HERE](#), and which (in addition to being provided in part below) are incorporated within this Agreement by reference.

1. Service Level Agreement

We offer a Service Level Agreement of 3-4 business days for any issues with our customer's domains registered through the Nominet registry. We aim to resolve the issue as fast as possible.

2. Complaints

If you are not satisfied with our domain related service you can sent your complaint to us [HERE](#). Please describe the issue as detailed as possible. It will allow our team to proceed with your complaint immediately. We will acknowledge your complaint within 1 business day. We aim to resolve any problems within 4 business days.

You have the right to file a formal complaint about a registrar to Nominet (the .uk registry) [HERE](#).

3. Abuse

In case you suffer from any abuse (phishing scams, spam emails), please contact us [HERE](#). We aim to resolve any issues within 4 business days.

4. Data Validation

Zonat S.A. is responsible for WHOIS data accuracy. We may require your cooperation when verifying domain contact.

5. Domain Expiry

We will typically send you invoices 10 days before domain's expiration date. Emails will be sent to the email address in the account. It is the client's responsibility to maintain their data up to date.

6. We proceed with renewal upon the payment.

If a domain is not renewed before its expiration date, you will have up to 30 days to renew the domain name. After 30 days, another 60 day grace period may take place. You may be able to reactivate the domain, but you will need to pay a reactivation fee. If you do not renew your domain name timely it will be released back to the market and become available for registration by third parties.

7. Transfer / Cancellation

You can transfer your domain away from us at any time without any charge. For transfer in fees may apply. Please note that a 90 day hold period (during which transfers may not be undertaken) may be applied in the event you change any information contained within your WHOIS registration data.

Refund Policy

Effective as of June 6, 2019

Standard Provisions

This Refund Policy is incorporated within and not in lieu of the Agreement.

Subject to more specific refund policies stated below, Services that you purchase from us may be subject to a refund only if cancelled within the following timeframe:

Annual Plans: Within 30 days of the Transaction Date.

Monthly Plans (less than 1 year): Within 48 hours of the Transaction Date.

Security Services with remediation service cannot be refunded once a cleanup request has been submitted and services have begun (including automated scanning).

"Transaction Date", means the date of purchase of any product or service, which includes the date any renewal is actually processed by us or via our Site.

No Refund After Account Closure: Accounts will be automatically closed upon cancellation/termination of all Services. You must make a request for refund before your account is closed. Even if otherwise eligible for a refund under our standard or specific policies, no refund will be made if notice is provided *after* the date your Service is cancelled or terminated for any reason.

The Standard Provisions are subject in all cases to the specific refund policies set forth below and in the case of a conflict the specific refund provision most favorable to us will apply. Some Services are not subject to refund.

Specific Service-Related Refund Policies

Domain Name Registrations/Renewals

Registrations and renewals of domain names having of any type of extension (e.g. com/net/org, etc.) and renewals are not refundable. Any fees paid for pre-registration of any domain name is not refundable. Terms of individual registries may differ and any shorter period imposed by the domain name registry will control.

Hosting Services

Subject to special provisions appearing on our Site at the time you purchased your subscription, refunds may be available for Hosting Services based upon the nature of your subscription, as follows:

Monthly Subscriptions. A refund may be available if you terminate within 30 days of the Transaction Date and we have not yet made the Hosting Services available to you. No refunds are provided if we have already made Hosting Services available to you.

Quarterly Subscriptions. A refund may be available if you terminate within 30 days of the Transaction Date and we have not yet made the Hosting Services available to you. No refunds are provided if we have already made Hosting Services available to you.

Annual Subscriptions. A refund may be available if you terminate within 30 days of the Transaction Date and we have not yet made the Hosting Services available to you. If we have already made Hosting Services available to you, you will remain responsible for payment of Hosting Services for the first 6 months of the annual subscription period and if you have paid in you will receive a refund equal to six (6) months of your subscription fee, measured on a prorated basis.

Exclusions. A refund of fees paid for Dedicated Servers. Hosting, VPS Server Hosting or Cloud-based Hosting Services may be available if you terminate within 30 days of the Transaction Date and we have not yet acquired or provisioned the dedicated or VPS server or otherwise made the Hosting Services available to you.

Website Security

A refund may be available if you terminate within 30 days of the Transaction Date unless we have commenced security scans or malware has been otherwise identified and/or removed.

Cloud Backup

You may receive a refund may be available if you terminate within 30 days of the Transaction Date and we have not yet made the relevant Backup Service available to you. If we have made the Backup service available to you will not be entitled to a refund.

Mega™ Cloud Backup

Mega Backups are provided by way of purchased coupons issued by the supplier, Mega Limited. No refunds are provided.

Monitoring Tools

Uptime, Full Page Load, Servers/VPN Monitoring and Custom Monitoring (“Monitoring Tools”) are provided on a periodic subscription basis. If you cancel Monitoring Tools, we will provide you may receive a refund may be available if you terminate within 30 days of the Transaction Date and we have not yet made the relevant Monitoring Tool available to you. No refunds are provided if we have already made relevant Monitoring Tool available to you or if we incur a charge from any third party in connection with your order.

SEO Services

We normally sell our SEO Services with a twelve (12) month commitment. Although you may cancel SEO Services at any time, your cancellation will only be effective as of the last day in the billing period for your subscription and we will stop billing you at the end of the billing period in which your cancellation was received. Any amounts related to the current or prior billing period(s) remain due and are not refundable.

Site Builder

Site Builder is a software tool and provided on a periodic subscription basis. Although you may cancel Site Builder at any time, your cancellation will only be effective as of the last day in the billing period for your subscription and we will stop billing you at the end of the billing period in which your cancellation was received. Any amounts related to the current or prior billing period(s) remain due and are not refundable. Please note that because of the issues migration, your website may no longer be available should your Site Builder Service be cancelled or terminated.

Web Design Services

A refund may be available if you terminate within 30 days of the Transaction Date and we have not yet begun any work on your project. Once any work has commenced no amount is refundable.

SSL Certificates

SSL Certificates are provided on a periodic subscription basis. Although you may cancel your subscription at any time, your cancellation will only be effective as of the last day in the billing period for your subscription and we will stop billing you at the end of the billing period in which your cancellation was received. Any amounts related to the current or prior billing period(s) remain due and are not refundable.

Purchased Product w/ Domain Name or Additional Service

In the event any purchased Service includes a free domain name, if you cancel (or we terminate) the Service, the full list price for the domain name will be deducted from any amount otherwise refunded. If no amount is refundable control over the domain

name will be provided to you upon our receipt of the full list price for the domain name registration covering the period for which it was registered to you. The list price is not subject to any promotion or discount. As of your cancellation (or termination) of the paid-for Service, your access to any additional Service that had been offered without charge will cease to become free and you must pay the normal subscription price for them to continue. Payment is for such formerly free Services will be due within five (5) days of our notice to you (by email or otherwise) and failure to timely pay will result in termination thereof.

Configuration or Expert Services

If we have already begun to provide you with any these Services then no part of the fee is refundable. If we have not yet begun services, refunds are provided if termination is received within 30 days of the Transaction Date.

Products/Services Not Eligible for Refunds

No refunds are available for Products/Services if such is provided via a third party (whether by license or otherwise) and a refund is not otherwise available to us from the third party.

The suspension, reduction of capacity or termination of any product or Service by us in accordance with this Agreement will not be subject to refund and all payments shall remain due and payable, including amounts related to the period of any suspension or capacity reduction.

Refunds, if provided, are net of all amounts due us and further reduced by refund payment related fees, including bank transfer fees imposed by our bank.

End Refund Policy

Last updated: October 27th, 2020