OFFER AGREEMENT

1   Terms used in the contract

Contractor	-	means the company Extrahost s.r.o.
Customer	-	means a natural or legal person that specified during the registration on the site of the Contractor all the necessary details in accordance with the current legislation of Slovakia, which took forth in the public offer (agreement) terms and paid the services of the Contractor.
Account	-	means an account in a multiuser billing panel, which contains the information necessary for identifying the User (Customer), authorization and accounting.
Personal accounts	-	means credentials in the billing system of the Contractor about payment of hosting services and / or domain names ordered by the Customer.
Domain (domain name)	-	means a symbolic designation which is used for addressing nodes on the Internet (Web sites, email servers, network services) in human readable form.
Business Day	-	means a day is officially considered working in the current year in Europe at five day working week. While in this Agreement and its annexes are not directly specified, the term "business day" is applied to a calendar day.
Working Hours	-	it is the time on weekdays from Monday to Friday from 9:00 to 18:00, during which orders are performed, except for orders for hosting services that are processed automatically by the system.
Customer Identification	-	means providing documents confirming the identity of the Customer, authorization on the website of the Contractor in the billing system.
IP address	-	means network address in a computer network.
Personal Data	-	means any information directly or indirectly related to an identified or identifiable natural person.
Registrant	-	means a customer, for the benefit of whom the registration and delegation of a private domain name is implemented.
Registrar	-	means the contractor that provides the services necessary for technical support of the registration, delegation and operation of the domain name.
Shared hosting	-	means a service providing space for storing data on the server, which is on the technical ground.
VDS	-	means a service in which the user is provided with a so-called Virtual Dedicated Server. In terms of operating system management for the most part, it corresponds to a physical dedicated server. In particular: root-access, own IP-addresses.
Dedicated Server	-	means a type of hosting in which the customer is provided with entirely separate physical machine (as opposed to shared hosting). Typically used to run applications that can not coexist on the same server with other projects or have high resource requirements.
Spam	-	email spam, also known as junk email or unsolicited bulk email (UBE), is a subset of electronic spam involving nearly identical messages sent to numerous recipients by email.

2   Subject of a contract

2.1   This document is an official offer (public offer) of Extrahost company, hereinafter referred to as "Contractor", for any natural or legal person, hereinafter referred to as "Customer", to sign the contract for rent service of the dedicated servers, virtual servers, a hosting and/or registration of domains. Unconditional acceptance of the terms of this public Offer Agreement (hereinafter – the Agreement) is implementation by the Customer of a server renting, hosting services, domain name registration or other services. Signing of the agreement by the company Extrahost is activation of an account of the user.

2.2   The Contractor provides the Customer with services, and the Customer pays their cost in accordance with this Agreement.

3   <u>Privacy</u>

3.1   By signing this agreement the Customer confirms that fully read and agrees to its terms, and, if the Customer is a natural person, they give the Contractor permission to process their personal data with a view to possible implementation of the terms of this Agreement, the possibility of mutual settlements, as well as to receive bills, acts and other documents. Authorization to the processing of personal data is valid for the whole duration of the Agreement, as well as over the next five years after the end of its validity period. The deletion of the personal data is the basis for termination of the agreement and is performed on the basis of the Customer's written request (a hard copy). In this case, the agreement is terminated on the date specified in the reply notice of the Contractor. In addition, by signing this agreement, the Customer confirms that they are notified (without an additional notice) about the rights stipulated by the law of EU "On Personal Data Protection", about the purposes of the collection of data, and that their personal data are transferred to the Contractor with a view to possible implementation of the terms of this Agreement, the possibility of mutual settlements, as well as to receive bills, acts and other documents. The Customer also agrees that the Contractor has the right to access and disclose to third parties their personal data without any further notification to the Customer, without changing the purpose of the processing of personal data (for example, when registering a domain name). The volume of the Customer's rights, as the subject of personal data in accordance with the law of EU "On Personal Data Protection" is known and understood by them.

4   <u>Terms of Service</u>

4.1   The cost of services is set in accordance with the rates posted on the website of the Contractor.

4.2   Provision of services can only be prepaid.

4.3   After receipt of payment activation shared hosting service occurs automatically as soon as technically reasonable time frame depending on he payment method.

4.4   Upon receipt of payment for rent virtual server (VDS), service activation occurs automatically as soon as technically reasonable time frame depending on the payment method.

4.5   Upon receipt of payment for rent a dedicated server, service activation may take from 24 hours to 5 working days, depending on the payment method and the selected configuration dedicated server.

4.6   At the end of the subscription period the provision of services is suspended.

4.7   At the end of the subscription period the Account is stored on servers of the Contractor not more than 25 days. After the expiration of the 25-day period Account is deleted.

4.8   The Customer for 25 days after the delay may extend the use of the services of webhosting according to the tariffs of the Contractor.

4.9   Web hosting services, virtual and / or dedicated server is considered to be provided after sending the Customer information on the right of access to the contact to their e-mail address specified by the Customer at the time of registration on the site of the Contractor billing panel.

4.10   The Contractor registers domain names based on agreements with other registering organizations.

4.11   The cost of the domain name is determined in accordance with the prices posted on the Website of the Contractor.

4.12   A new domain name is registered in the case if all the necessary conditions, rules and regulations of its registration are met, in particular:

    a) at the time of receipt of payment, the domain name is available;

    b) generally accepted ethical norms are not violated;

    c) the information about the Subscriber's personal data required for registration provided in the application is the complete, truthful and accurate;

    d) the rules of this domain zone are complied;

    e) the requirements of the regulations for registration of domain names in the public domain of the second level are complied.

5   <u>Term of payment</u>

5.1   The minimum rental period of virtual and / or dedicated servers, as well as hosting services is one average calendar month (30 days).

5.2   The cost of hosting services, rental of virtual and / or dedicated servers is determined in accordance with the rates published on the Website of the Contractor.

5.3   Payment is made in the form of an advance payment to the billing panel, using the payment methods listed on the website of the Contractor, as well as on account of the Contractor.

5.4   The Customer agrees to maintain a positive balance of their personal account. When approaching a zero balance the Contractor can notify the Customer by sending an email about the need to recharge the account. The Customer can also get the Account information themselves using billing panel mode online.

5.5   The Contractor suspends the provision of services in the absence of money in the Customer's personal account for the extension Hosting - service for the next billing period (not less than 1 month) until the Customer recharges his personal account. If thre is no payment more than 3 calendar days, the service is removed and the Agreement is considered terminated.

5.6   In case of failure to pay the bill or lack of cash in the Customer's personal account the Contractor suspends the Customer's virtual and / or dedicated servers in the following terms:

•   blocking access to the server - 48 hours
•   activation fees after blocking access may apply

5.7   Blocking does not constitute a waiver of the provision of services, and is not some reason for refuse of using the server.

5.8   The Contractor is not liable for the consequences of blocking the server in case of late payment.

5.9   Payment is made for the period, which is calculated in months or years, depending on the type of service.

5.10   Payment is a fixed payment and paid by the Customer, regardless of the fact of using services.

5.11   The Customer is considered to have fulfilled their obligation to pay under this Agreement from the date of receipt of funds on the balance in the billing panel or the Contractor's account.

5.12   The Customer is solely responsible for the accuracy of payments made by them.

6   Rights and obligations of the parties

6.1   The Contractor agrees to provide web-hosting services, rental of virtual and / or dedicated servers, registration and maintenance of domain names in accordance with the agreement and a set of ordered services.

6.2   The Contractor undertakes to ensure continuous operation of services at 99,9% uptime.

6.3   The Contractor is not liable for the quality of public communication channels through which implementing the access to the services of the Contractor.

6.4   The Contractor reserves the right to immediately suspend services or terminate this Agreement unconditionally and unilaterally in cases mentioned in the section 7 of this Agrrement.

6.5   The Contractor is entitled to:

a) modify services and cost of services for the following periods of time and unilaterally, with the obligatory publication of the changes on its website.

b) temporarily stop providing services to the Customer, without a refund, to obtain from them written explanations in the following cases:

•   lack of upfront payment for the services;
•   actions aimed at limiting or preventing access of other users to the hosting services (including the creation of the increased load on the hardware equipment), as well as the implementation of unauthorized access to the resources of the Contractor and to other systems available via the Internet;
•   posting or transmitting any information or software which contains a computer virus;
•   implementation of an organized mass mailing advertising information, commercial or promotion to other network users without their consent;
•   mass mailings advertising spam messages through any means of the Internet by the Customer (under spam means any mass mailing advertisements in any form by any technology);
•   if there is an attack detected on the website of the Customer, which creates a threat to the stability and quality of services of the Contractor in relation to other service users;
•   failure in addressing vulnerabilities in scripts and software on the Customer's website;
•   in violation of the cases provided p.7 of the Public Offer Agreement;
•   in violation by the Customer of at least one paragraph of this Agreement and / or the Standards using the Internet;

c) to suspend the provision of hosting services in connection with the required scheduled maintenance work;

d) prohibit the use of scripts user that can overload the system and / or cause any damage to the work of the server software, including but not limited to, using scripts that open the server ports for remote connections, and the use of «daemon» (resident) scripts;

e) to terminate the Agreement for the provision unconditionally and simultaneously sending a message through internal ticket system, in cases where the acts and / or omissions of the Customer create problems in the functioning of technical equipment of the Contractor, or credentials (contact information) are false. Suspension moment of services and termination of the Agreement is the date of dispatch of the relevant notice to the Customer.

6.6   With the increased use of resources, the Contractor may propose moving to another hosting package or paying for additional services, and if the Customer refuses - stop providing services with refunding of unused funds.

6.7   In the case where the Customer after receipt of notification from the Contractor of the suspension of service, does not contact the Contractor and does not eliminate the violation that led to the suspension of the provision of hosting services the agreement is automatically terminated unilaterally by the Contractor within 5 days from the date of sending the notice by the Contractor via the internal ticket system.

6.8   The Customer agrees to accept prepaid services.

6.9   The Customer agrees to extend the service time for the next term.

6.10   The Customer undertakes to monitor your software, time to update the software to the latest versions.

6.11   The Customer undertakes to prevent misuse of your account by third parties (hackers, spammers).

6.12   Where data is transmitted to Contractor, the Client is required to back up their data regularly. The server will be backed up regularly by Contractor when this is part of the offer.

6.13   The Customer is entitled to claim from the Contractor stated in the tariff provision of hosting services in accordance with the terms of the Agreement.

6.14   The Customer has the right to consult and support the hosting services through ticket system on the website of the Contractor.

6.15   The Customer is entitled to refuse from hosting services unilaterally with / without notice Contractor (no refund).

6.16   The Customer is entitled to refuse from the virtual and / or dedicated server is not less than 30 days before the expiration of the lease. All cancellations are made only through the ticket system.

6.17   The Customer is entitled to use any of the available services of the Contractor according to the tariffs on the website of the Contractor.

7   Content and restrictions

7.1   The Customer is prohibited publication of Nazi themes, materials calling for violence, racial or ethnic discrimination, child pornography, bestiality, necrophilia and those that contradict the requirements of the legislation of EU or other international law.

7.2   The Customer is not entitled to implement via the Internet any publication, transmission, delivery and information that contradicts the requirements of the legislation of EU or other international law.

7.3   The Customer has no right to post infringing copyright materials.

7.4   Customer is prohibited propaganda, distribution and keeping in the account and system program directories viruses, hacking tools and other resources programs capable of causing damage to third parties.

7.5   The sending of spam mail is forbidden. This includes in particular the sending of illegal, unsolicited advertising to third parties. With regard to the sending of Emails, it is forbidden to provide false sender information or to conceal the identity of the sender by other means. Contractor is entitled to block access if this is not respected.

8   Responsibilities of the parties

8.1   The Contractor shall not be liable to Customer or any third party for any delay, interruption of access to the resource damages or losses that occur:

a) due to equipment malfunction, which does not belong to the Contractor, but is part of a network;

b) used by insufficient quality of links provided by other agencies;

c) in due to force majeure in the professional sense.

8.2   Liability of the Contractor shall not exceed an amount equal to the cost of lost customer services.

8.3   The Contractor does not guarantee absolute uninterrupted or error free services and does not guarantee that the proposed software or any other materials do not contain system errors. The Contractor shall take all reasonable efforts and measures to prevent it.

8.4   The Contractor is not responsible for the quality of public communication channels, through which the Customer has access to the services, and does not guarantee receiving the Customer's mail from remote networks, which operation led to adding the address to lists because of which the Contractor's mail delivery program is unable to receive the electronic mail.

8.5   The Customer bears full risk of the consequences of acts performed through the web site of the Contractor with the Customer's login - password.

8.6   The Customer bears full risk of the consequences of acts performed by the Customer Account.

8.7   The Customer is fully responsible for the security of their password and for any losses that may occur due to unauthorized use.

8.8   The Contractor is not liable for the web content of the Customer's project.

8.9   The Contractor is not liable for any damages (including lost profits) suffered by the Customer using or not using the resources and services of the Contractor.

8.10   The Contractor is not obliged to provide advice on general software information by which one can get in the respective user manuals of such software.

8.11   The Customer is responsible for independent verification of regular changes in the terms of this Agreement on the Contractor's official website.

9   Resolution of disputes

9.1   All disputes arising from the execution of this Agreement, the Parties agree, through peaceful negotiations.

9.2   Consideration of claims relating to the provision of services is subject to the treatment of the Customer in writing not later than 3 days from the date when the dispute arose. The Contractor examines the controversial situation up to 14 working days.

9.3   If the parties can not reach agreement on the contentious issue through negotiations, these issues are subject to review under the legislation in force in Slovakia (ie, in the courts of Slovakia in the place of incorporation of the Contractor, applying to all the provisions of this Agreement, the right of Slovakia). The Customer accepts the proposal, as well as in the period of the Agreement (including after the termination or expiration), irrevocably agrees to resolve disputes of this Agreement within the jurisdiction of the courts specified in this paragraph, even if the legal acts field of consumer interests include procedural or other alternative regulation.

10   Term and termination of the contract

10.1   The Agreement shall enter into force on the date of registration of the Customer on the website of the Contractor and payment of the Contractor's services.

10.2   The term of this Agreement is determined according to the size of the Customer's payment for the period of ordered services.

10.3   In the absence of evidence on both sides of the termination of this Agreement, the Agreement shall be deemed extended for the period of extension services paid by the Customer.

10.4   This Agreement may be terminated by mutual agreement of the Parties.

10.5   This Agreement may be unilaterally terminated at the initiative of the Contractor in violation of any terms of the contract.

10.6   This Agreement may be terminated in violation of terms of the Agreement by the Contractor.

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