

REMOTE SERVER (ROOT, MANAGED, DEDICATED, WINDOWS, VALUE, CLOUD AND VIRTUAL PRIVATE SERVER HOSTING SERVICES) TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the provisions contained in these Terms and Conditions for Root, Managed, Dedicated, Windows, Value, Cloud and Virtual Private Server Hosting Services incorporate and are supplemental General Terms and Conditions (vSL.2016.TC.01) by which you are also bound, to the extent they are not modified by this Agreement. Terms of use under which you may use this website, <https://www.vservices.com> ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
"We/Us/Our"	means vServices Limited, a company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.

2. Information About Us

2.1 Our Site, <https://www.vservices.com>, is owned and operated by Our Site, <https://www.vservices.com>, by vServices Limited a limited company registered in England under 09441070, whose registered address is 18 Palm Court, Alpine Road London NW9 9BQ and is operating from Office # 109, 85 Tottenham Court Road Fitzrovia London W1T 4TQ.

2.2 VAT registration number (VRN): 247288574

3. Root, Managed, Dedicated, Windows, Value, Cloud and Virtual Private Server Hosting Services

3.1 The Agreement governs the provision of root server services, including vServices Limited's Root Server and Windows Server products, (the "Services") to the Customer by vServices Limited and certain administration and servicing thereof. The Services comprise making available for use by the Customer a dedicated Windows or Linux server with root or administration rights (hereafter,

- a "Root Server"), for the exclusive use of the Customer.
- 3.2 vServices Limited agrees to provide the use of a Root Server to Customer, for the exclusive use of Customer, excepting maintenance of the Root Server hardware, at the price agreed upon before the initiation of service, for the term as defined below. Customer represents and warrants that Customer has or has access to the knowledge and expertise necessary to configure, maintain, monitor, and secure the Root Server. Except with respect to the use or configuration of Plesk or the Root Server hardware, vServices Limited does not provide phone or e-mail support or other technical assistance for the administration of the Root Server or otherwise related to the Services.
- 3.3 Subject to termination set out elsewhere, the initial term of this Agreement shall be one (1) month with automatic renewal for one subsequent additional month after the expiration of the initial term and each such renewal term (each such month a "Contract Term"). vServices Limited reserves the right to accept pre-payment of renewal periods and may from time to time offer financial incentives for such pre-payment.
- 3.4 Administrative access or "root" access to the server is limited to you and your authorized agents. As a general rule, vServices Limited has no access to the contents of your server. Nevertheless, vServices Limited reserves the right to require, at its discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the services provided and may require the installation of such upgrades. Standard fees for such upgrades shall be set by vServices Limited from time to time.
- 3.5 There shall be no charge for monthly aggregate or daily average network transfer within the allowance of the server package purchased, depending on the terms agreed upon at purchase, as measured during any 30-day period. Monthly aggregate or daily average network traffic in excess of the pre-arranged allowance shall incur an additional fee as set by vServices Limited. Network traffic shall be measured by vServices Limited and may include all forms of traffic to and from the server. All fees shall be set and adjusted by vServices Limited from time to time and posted at the vServices Limited web site at <https://www.vservices.com>.
- 3.6 All Root Servers must use software configurations that conform with vServices Limited requirements. Use of any particular software configuration may be declined at the sole discretion of vServices Limited. Customers have no right or expectation to receive a hardware or software configuration on their server that is more capable than that which was initially ordered from vServices Limited, nor can a Customer expect to receive support from vServices Limited with respect to the correction of errors caused by mistakes, faulty settings, and installation errors caused by the Customer.
- 3.7 vServices Limited services and servers may only be used for lawful purposes. Any use which violates any local, state, federal, or international laws which may apply to vServices Limited, Customer's local jurisdiction, or any jurisdiction that Customer or Customer's site may be subject to is strictly prohibited.
- 3.8 While using a vServices Limited supplied Root Server, Customer will not:
- 3.8.1 Restrict or inhibit any other user from using and enjoying the Internet;

- 3.8.2 Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
 - 3.8.3 Post, publish, transmit, reproduce or distribute any information or software which contains a virus or another harmful component;
 - 3.8.4 Operate an open mail relay;
 - 3.8.5 Transmit any unsolicited commercial or bulk e-mail or engage in any activity known or considered to be "spamming" or "Mail Bombing";
 - 3.8.6 Use any vServices Limited server or service to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.
- 3.9 You agree to fully defend and indemnify and hold harmless vServices Limited of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorney's fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of vServices Limited in any way related to your use of the vServices Limited Services or any portion thereof.
- 3.10 You agree to fully defend and indemnify and hold harmless vServices Limited of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorney's fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any violation or claimed violation of any copyright or other intellectual property right of any third party which is in any way related to your use of the vServices Limited Services or any portion thereof. Choice of counsel remains exclusively that of vServices Limited.
- 3.11 Either party can terminate this Agreement upon 30 days' written notice prior to the end of the then-current Contract Term. vServices Limited can terminate this contract for any reason upon thirty (30) days' prior notice. Any such termination shall take effect at the end of the month after the end of the thirty-day notice period. vServices Limited reserves the right to terminate this contract without notice at the sole discretion of vServices Limited for the violation of any terms and conditions of this contract or of the vServices Limited GT&C. vServices Limited may deny Customer access to a server without notice if Customer engages in any conduct or activities that vServices Limited in its sole discretion believes to be in violation of any of the terms and conditions of this Agreement. vServices Limited shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.

Customer agrees that vServices Limited has the right to monitor the servers electronically from time to time and to disclose any information as necessary under the law, or to protect itself from claims by a third party or parties. vServices Limited reserves the right to remove or remove access to any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, offensive, or in violation of this Agreement.

- 3.12 Upon termination of this contract, all servers shall remain the property of vServices Limited and are not subject to customer demands.
- 3.13 vServices Limited makes every reasonable effort to maintain the uninterrupted operation of the vServices Limited Services, subject to regularly scheduled server and network maintenance cycles. However, because many events and circumstances are beyond the control of vServices Limited, vServices Limited does not in any way warrant or otherwise guarantee the availability of the vServices Limited system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of vServices Limited. vServices Limited may, at its sole discretion, limit or deny access to its servers, if, in the judgment of vServices Limited, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, the software or the data stored on the vServices Limited servers.
- 3.14 Customer understands that by placing information on a Root Server, depending on the configuration of the server, such information may be accessible to all Internet users. vServices Limited does not limit or restrict access to such information, nor protect any such information from copyright infringement or other wrongful activity. Customer assumes full responsibility and risk for their use of the Root Server. It is the Customer's sole responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise, provided through vServices Limited or on the Internet generally.
- 3.15 Customer agrees not to maliciously or intentionally interfere with the proper operation of the server and network, including but not limited to defeating identification procedures, obtaining access beyond that which Customer is authorized for, and impairing the availability, reliability, or quality of service for other customers. Customer further agrees not to interfere with the proper operation of other systems reachable through the including any attempt at unauthorized access. Customer agrees to follow the Acceptable Use Policy of any network or service to which Customer connects.
- 3.16 Customer agrees to adhere to all system policies of vServices Limited, as such may be published by vServices Limited online from time to time, including restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of the services of vServices Limited. Customer agrees to abide by any and all future policy decisions by vServices Limited.
- 3.17 Except with respect to issues concerning the physical security of vServices Limited's data centre facilities, Customer agrees that the security of the server and all Services is solely Customer's responsibility. It is the sole responsibility of the Customer to maintain and update security software on the Root Server.

Under no circumstance will vServices Limited be held liable for security breaches and damage caused by the Customer's failure to maintain or update the security software or to maintain adequate security protocols in the administration of the Root Server.

- 3.18 To secure Root Servers from external misuse, Customers are encouraged to utilize packet filtering technology.
- 3.19 Customer agrees that if the security of Customer's server has been compromised in any way, Customer will notify vServices Limited immediately in writing. Customer shall be held fully responsible for any misuse or compromise of Customer's server for which vServices Limited is not properly notified. Customer agrees that if any security violations are believed to have occurred in association with Customer's server, vServices Limited has the right to suspend access to the server pending an investigation and resolution. Customer also agrees that vServices Limited has the right to cooperate in any government or legal investigation regarding any aspect of its services, including any servers used by Customer. Any use of vServices Limited's system to engage in software piracy or other violations of law will result in service suspension and be immediately reported to the appropriate authorities.
- 3.20 Customer agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of vServices Limited or any other service with reference to services obtained through vServices Limited, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming", is strictly prohibited and may cause Customer's services to be terminated immediately and without warning, and Customer will be held fully responsible for any damages to Customer, vServices Limited, or any other party or parties resulting from any such conduct.
- 3.21 Except for the vServices Limited (vSL.2017.TC.01), which apply to all transactions between vServices Limited and any of its customers, this Agreement supersedes any written, electronic, or oral communication Customer may have had with vServices Limited or any agent or representative thereof, and constitutes the complete and total agreement between the parties. If any of the provisions contained herein are in conflict with the vServices Limited (vSL.2017.TC.01), the provisions in this Agreement shall prevail.
- 3.22 If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.
- 3.23 Cloud Server
- 3.23.1 The Agreement governs the provision of vServices Limited Cloud Server services to the Customer by Us and certain administration and servicing thereof. The Services comprise making available for use by the Customer a cloud platform that allows the Customer to implement virtual hardware and software infrastructure according to the Customer's needs via a dynamic platform. The Customer can use Our Cloud Server to build their own Virtual Data Centre, creating and managing servers and interacting with these. The cloud platform allows certain resources to be

purchased by tranche, allowing customers to pay only for the resources that they configure and use.

- 3.23.2 For Windows Server, Microsoft reserves the right to discontinue any Internet-based Services provided to you or made available to you through use of the Software Product. Features supported on 32-bit and 64-bit versions, including some features mentioned in the additional terms below, may not be identical or available in both versions, please refer to product documentation for a list of specific features included with each version. The rights and limitations depend on which license(s) you have obtained with respect to the Software Product: PL(s) or SAL
- 3.23.3 We agree to provide the use of a cloud platform to Customer at the prices per resource showed at the cloud panel, Our Site and agreed upon before the initiation of service, for the term as defined below. Customer is responsible for other persons it authorizes to use the cloud platform. Customer represents and warrants that Customer has or has access to the knowledge and expertise necessary to configure, maintain, monitor, and secure the cloud platform. We further agree to maintain the hardware on which the cloud platform is located. All Support Services for Cloud Servers to be separately agreed. Each cloud platform forms a standalone system with its own management and configuration, and operated independently of the Customer's other cloud platforms. No data or resources can be shared between different cloud platforms. Each cloud platform has its own cloud panel, a tool that allows customers or their authorized users to manage and administer the servers and/or resources that come with the product purchased.
- 3.23.4 As a root server, the customer is the administrator of the cloud platform and the only responsible of the technical configuration and the management of it.
- 3.23.5 The Customer and/or their authorized users can manage the cloud platform from their cloud panel. Server resources as per agreed order.
- 3.23.6 Customers can always find the most up-to-date general technical features and different types of resources available for the cloud platform they have purchased at the cloud panel.
- 3.23.7 You must accept and comply with the terms of the licenses for any and all third party applications installed on your servers and provided for the cloud platform. You accept full and sole liability for any and all third party applications that you install in the platform and any effects such applications may have on any of your other applications, software, hardware, or devices.
- 3.23.8 We reserves the right to offer the version of the applications that it considers most appropriate, and to modify the available applications at any time in line with new versions or in cases where weaknesses are detected, without notifying the customer, provided that they publish said changes via the Cloud Panel.
- 3.23.9 The customer must follow our technical instructions during any modification of server resources. We accept no liability for the consequences that any failure to do so may have.

3.23.10 You may create templates using content on servers that are integrated into the cloud platform, but you may not, under any circumstances, create templates from server externally to this platform. Consequently, the customer is solely liable to third parties for the content of said Templates and, ultimately, for how they are employed by other users. Therefore, the customer must hold all of the original licenses for any software they include in their templates.

3.23.11 With regard to any third party licenses for software programs that we use for its cloud platform, such as Parallels® Plesk Panel, VMware, Windows, SQL, Red Hat Enterprise Linux, etc., the Customer acknowledges that the trademarks and other intellectual property rights pertaining to these licenses are owned by the respective third parties. The Customer must comply with the terms of said third party licenses.

3.24 Virtual Private Server

3.24.1 The Services consist of vServices Limited making a partition on a commonly used server available to you with certain, limited server functions granted to you via software control (a "Virtual Server"). You acknowledge that this is not the same as a Dedicated Server and as such access to related software and certain functions of the system hardware is limited.

3.24.2 We agree to provide the use of a Virtual Server to you, for Your exclusive use at the price agreed upon before the initiation of service, for the term as defined in the Agreement and Order Confirmation.

3.24.3 Subject to events outside of our control, vServices Limited additionally agrees to maintain the hardware on which the Virtual Server is located and keep the Virtual Server running. Access to the Virtual Server is limited to You and anyone authorised by You. You acknowledge that vServices Limited is not responsible for managing the content of the Virtual Server in any way.

3.24.4 If You upgrade or rebuild (i.e. restore the default settings) Your Services at any time during the term of the Services You acknowledge that the Virtual Server reboots immediately. As such, vServices Limited will not be liable for any loss of data or other consequences of such action.

3.24.5 Customers may upgrade or downgrade their services via their Control Panel.

3.24.6 The 24-hour, 7 seven days a week Support offered by vServices Limited relates to hardware and network support only. vServices Limited does not provide phone or e-mail support or other technical assistance for the administration of the Virtual Server or otherwise related to the Services. You acknowledge that vServices Limited's support does not cover software or any other content uploaded or installed by you or third parties authorised to access Your services.

3.24.7 By hosting information on a Virtual Server, depending on the configuration of the Virtual Server, you acknowledge that such information may be accessible to all Internet users. It is your sole

responsibility to assess and determine the accuracy, completeness and quality of the Services provided to you by vServices Limited.

3.24.8 VPS accounts may not:

- a) exceed a 15-minute load average greater than two (2) times the amount of CPU cores given.
- b) run public IRCd's or malicious bots.
- c) run any type of BitTorrent client or tracker that links to or downloads illegal content.
- d) use an Open/Public proxy, or utilize a proxy to access illegal/malicious content.
- e) use I/O intensive applications which adversely affect normal server operations.

3.24.9 VPS accounts come with a default inode limit of 1,000,000 to better protect the file system. The limit can be increased if there is a legitimate reason to have it increased. To make a request, please email our support team.

3.24.10 VPS accounts will be governed by our dedicated server mail policy, which is available at Dedicated server mail policy.

3.24.11 Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by vServices.

3.25 Root Servers

3.25.1 The Agreement governs the provision of root server services to the Customer by vServices Limited and certain administration and servicing thereof. The Services comprise making available for use by the Customer a dedicated Windows or Linux server with root or administration rights (hereafter, a "Root Server"), for the exclusive use of the Customer.

3.25.2 vServices Limited agrees to provide the use of a Root Server to Customer, for the exclusive use of Customer, excepting maintenance of the Root Server hardware, at the price agreed upon before the initiation of service, for the term as defined below. Customer represents and warrants that Customer has or has access to the knowledge and expertise necessary to configure, maintain, monitor, and secure the Root Server. Except with respect to the use or configuration of Plesk or the Root Server hardware, vServices Limited does not provide phone or e-mail support or other technical assistance for the administration of the Root Server or otherwise related to the Services.

3.25.3 Fees for the Services shall be charged in accordance with the schedule of fees set and adjusted by vServices Limited from time to time and posted at the vServices Limited web site at <http://www.vservices.com>. Published fees include initial setup and installation services as set by

vServices Limited, and are non-refundable. vServices Limited's Money Back Guarantee is not applicable to the Services.

- 3.25.4 Subject to termination set out elsewhere, the initial term of this Agreement shall be one (1) month with automatic renewal for one subsequent additional month after the expiration of the initial term and each such renewal term (each such month a "Contract Term"). vServices Limited reserves the right to accept pre-payment of renewal periods and may from time to time offer financial incentives for such pre-payment.
- 3.25.5 Administrative access or "root" access to the server is limited to you and your authorized agents. As a general rule, vServices Limited has no access to the contents of your server. Nevertheless, vServices Limited reserves the right to require, at its discretion, software and/or hardware upgrades for the purposes of maintaining security and stability of the services provided and may require the installation of such upgrades. Standard fees for such upgrades shall be set by vServices Limited from time to time.
- 3.25.6 There shall be no charge for monthly aggregate or daily average network transfer within the allowance of the server package purchased, depending on the terms agreed upon at purchase, as measured during any 30-day period. Monthly aggregate or daily average network traffic in excess of the pre-arranged allowance shall incur an additional fee as set by vServices Limited. Network traffic shall be measured by vServices Limited and may include all forms of traffic to and from the server. All fees shall be set and adjusted by vServices Limited from time to time and posted at the vServices Limited web site at <https://www.vservices.com>.
- 3.25.7 All Root Servers must use software configurations that conform with vServices Limited requirements. Use of any particular software configuration may be declined at the sole discretion of vServices Limited. Customers have no right or expectation to receive a hardware or software configuration on their server that is more capable than that which was initially ordered from vServices Limited, nor can a Customer expect to receive support from vServices Limited with respect to the correction of errors caused by mistakes, faulty settings, and installation errors caused by the Customer.
- 3.25.8 vServices Limited services and servers may only be used for lawful purposes. Any use which violates any local, state, federal, or international laws which may apply to vServices Limited, Customer's local jurisdiction, or any jurisdiction that Customer or Customer's site may be subject to is strictly prohibited.
- 3.25.9 While using a vServices Limited supplied Root Server, Customer will not:
- 3.25.10 Restrict or inhibit any other user from using and enjoying the Internet;
- 3.25.11 Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that

would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;

- a) Post, publish, transmit, reproduce or distribute any information or software which contains a virus or another harmful component;
- b) Operate an open mail relay;
- c) Transmit any unsolicited commercial or bulk e-mail or engage in any activity known or considered to be "spamming" or "Mail Bombing";
- d) Use any vServices Limited server or service to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.

3.25.12 You agree to fully defend and indemnify and hold harmless vServices Limited of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorney's fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any negligence of vServices Limited in any way related to your use of the vServices Limited Services or any portion thereof.

3.25.13 You agree to fully defend and indemnify and hold harmless vServices Limited of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorney's fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any violation or claimed violation of any copyright or other intellectual property right of any third party which is in any way related to your use of the vServices Limited Services or any portion thereof. Choice of counsel remains exclusively that of vServices Limited.

3.25.14 For purposes of this Section 9, vServices Limited includes vServices Limited., as well as its parent company or companies, its subsidiaries and affiliated companies.

3.25.15 Upon termination of this contract, all servers shall remain the property of vServices Limited and are not subject to customer demands.

3.25.16 vServices Limited makes every reasonable effort to maintain the uninterrupted operation of the vServices Limited Services, subject to regularly scheduled server and network maintenance cycles. However, because many events and circumstances are beyond the control of vServices Limited, vServices Limited does not in any way warrant or otherwise guarantee the availability of the vServices Limited system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of vServices Limited. vServices Limited

may, at its sole discretion, limit or deny access to its servers, if, in the judgment of vServices Limited, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, the software or the data stored on the vServices Limited servers.

- 3.25.17 Customer understands that by placing information on a Root Server, depending on the configuration of the server, such information may be accessible to all Internet users. vServices Limited does not limit or restrict access to such information, nor protect any such information from copyright infringement or other wrongful activity. Customer assumes full responsibility and risk for their use of the Root Server. It is the Customer's sole responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise, provided through vServices Limited or on the Internet generally.
- 3.25.18 Customer agrees not to maliciously or intentionally interfere with the proper operation of the server and network, including but not limited to defeating identification procedures, obtaining access beyond that which Customer is authorized for, and impairing the availability, reliability, or quality of service for other customers. Customer further agrees not to interfere with the proper operation of other systems reachable through the including any attempt at unauthorized access. Customer agrees to follow the Acceptable Use Policy of any network or service to which Customer connects.
- 3.25.19 Customer agrees to adhere to all system policies of vServices Limited, as such may be published by vServices Limited online from time to time, including restrictions on services available, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of the services of vServices Limited. Customer agrees to abide by any and all future policy decisions by vServices Limited.
- 3.25.20 Except with respect to issues concerning the physical security of vServices Limited's data centre facilities, Customer agrees that the security of the server and all Services is solely Customer's responsibility. It is the sole responsibility of the Customer to maintain and update security software on the Root Server. Under no circumstances will vServices Limited be held liable for security breaches and damage caused by the Customer's failure to maintain or update the security software or to maintain adequate security protocols in the administration of the Root Server.
- 3.25.21 To secure Root Servers from external misuse, Customers are encouraged to utilize packet filtering technology.
- 3.25.22 Customer agrees that if the security of Customer's server has been compromised in any way, Customer will notify vServices Limited immediately in writing. Customer shall be held fully responsible for any misuse or compromise of Customer's server for which vServices Limited is not properly notified. Customer agrees that if any security violations are believed to have occurred in association with Customer's server,

vServices Limited has the right to suspend access to the server pending an investigation and resolution. Customer also agrees that vServices Limited has the right to cooperate in any government or legal investigation regarding any aspect of its services, including any servers used by Customer. Any use of vServices Limited's system to engage in software piracy or other violations of law will result in service suspension and be immediately reported to the appropriate authorities.

3.25.23 Customer agrees not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of vServices Limited or any other service with reference to services obtained through vServices Limited, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming", is strictly prohibited and may cause Customer's services to be terminated immediately and without warning, and Customer will be held fully responsible for any damages to Customer, vServices Limited, or any other party or parties resulting from any such conduct.

3.25.24 Except for the vServices Limited general terms and conditions, which apply to all transactions between vServices Limited and any of its customers, this Agreement supersedes any written, electronic, or oral communication Customer may have had with vServices Limited or any agent or representative thereof, and constitutes the complete and total agreement between the parties. If any of the provisions contained herein are in conflict with the vServices Limited general , the provisions in this Agreement shall prevail.

3.25.25 If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

3.26 Managed Services

3.26.1 vServices Limited shall use its reasonable endeavours to supply to the Customer the Managed Service during the Service Hours and in all material respects pursuant to the Contract from the Commencement Date. We may do a technical audit on Customer's infrastructure during an onboarding process.

3.26.2 We shall provide a Managed Service for purchased Products and/or Product Releases which are currently supported by the Vendor only.

3.26.3 The Managed Services may include Technical Advice in relation to the Product, documentation and updates. The Customer shall nominate Key Personnel to whom we may be required to provide advice. We may provide Technical Advice via telephone, at the Customer Premises or any other location as may be mutually agreed between the parties. At vServices Limited's discretion, the provision of Technical Advice at the Customer Premises or any other location may be deemed as an Additional Service resulting in an Additional Service Charge unless otherwise agreed in the Managed Service Definition Document.

3.26.4 Where Vendor Maintenance has been purchased by the Customer the following applies:

- a) any replacement parts applied to Goods will become the property of the owner of such Goods and all faulty parts will become the property of the vServices Limited;
- b) We reserve the right to supply new, second hand or reconditioned replacement parts in the performance of the Services.

3.26.5 We shall be entitled to immediately suspend part or all of the Services until further notice in the event of a Customer Cause or in the event of the following, (without limitation):

- a) the Customer's usage patterns harm our and/or other Customer's networks, such as; malware and malicious code;
- b) excessive use (based on similar solutions of equitable size and configuration) such as but not limited to; high central processing Unit (CPU)7 utilisation high memory use and excessive disk throughput;
- c) any activity or use by the Customer which comprises of fraudulent, criminal or otherwise illegal activities, sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person.
- d) sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters
- e) knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- f) activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person
- g) activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary
- h) designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material
- i) anything that may disrupt or interfere with the our network or services or cause a host or the network to crash

- j) launching "denial of service" attacks; "mailbombing" attacks; or "flooding" attacks against a host or network
- k) making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments
- l) circumventing the user authentication or security process of a cost or network
- m) creating, transmitting, storing or publishing any virus, trojan, corrupting programme or corrupted data
- n) collecting, streaming, distributing or accessing any material that it knows, or reasonably should know, cannot be legally collected, streamed, distributed or accessed

3.26.6 For the avoidance of doubt, notwithstanding the suspension of the Services, the Customer shall remain responsible and liable to pay vServices Limited for the Charges during the period of suspension. A notice to terminate the Managed Service shall only be effective if the Customer provides a minimum of 90-days' notice expiring before the expiry of the Initial Term or any anniversary following the Initial Term and has fully paid any sums owing to the vServices Limited and discharged all obligations under the Contract. Such termination notice shall be sent to info@vservices.com and followed by a hard copy to

vServices Limited

Registered Office: 18 Pam Court, Alpine Road London NW9 9BQ

Business Address: Office # 109, 85 Tottenham Court Road, Fitzrovia London W1T 4TQ

- 3.27 vServices Limited makes every reasonable effort to maintain the uninterrupted operation of the vServices Limited Services, subject to regularly scheduled server and network maintenance cycles. However, because many events and circumstances are beyond the control of vServices Limited, vServices Limited does not in any way warrant or otherwise guarantee the availability of the vServices Limited system or servers and is not responsible for any delay or loss of data, lack of connection, slow connection, or any other such issues whether due to the active or passive negligence of vServices Limited. vServices Limited may, at its sole discretion, limit or deny access to its servers, if, in the judgment of vServices Limited, such limitations or denials of access are required to assure the security of the network, the integrity of the network structure, or to prevent damage to the network, the software or the data stored on the vServices Limited servers.
- 3.28 To the extent permitted by law vServices Limited shall not be liable to the Customer save as expressly provided for in this Agreement and shall have no other obligations, duties or liabilities whatsoever in contract, tort or otherwise to the Customer.
- 3.29 So far as is permitted by law and subject to the express terms of this Agreement vServices Limited makes no warranty to the Customer as to the quality of the

Services or their fitness for purpose and in any event, vServices Limited shall only be liable for material breaches of its obligations under this Agreement and to the extent of 500 GBP per breach.

- 3.30 vServices Limited disclaims all liabilities in connection with loss of material uploaded, incompatibility of the site with any of the Customer's equipment, software or telecommunications links technical problems including errors or interruptions of the site unsuitability, unreliability or inaccuracy of the site.
- 3.31 IP spoofing refers to the falsification of the IP sender address for outgoing IP packages. This technology is generally used to conceal the origin of IP packages. vServices Limited has installed anti-spoofing filters in order to prevent IP spoofing. All attempts at IP spoofing are automatically logged. Any attempt at IP spoofing will lead to the immediate blocking of the server without prior warning.
- 3.32 MAC spoofing refers to the falsification of a sender address of an Ethernet framework. This technology is often used to give a false identity in the local network or for a router. MAC flooding refers to the sending of Ethernet frameworks with a number of different sender addresses for the purpose of flooding MAC databanks of switches thus causing a malfunctioning of these switches. vServices Limited has put in place measures which in the event of any attempt at MAC spoofing or MAC flooding trigger an immediate and automatic blocking of the server without prior warning. All attempts at MAC spoofing and MAC flooding are automatically logged.
- 3.33 ARP spoofing refers to the falsification of an ARP entry on a router by unsolicited ARP replies. This technology is often used to prepare a man-in-the-middle attack. ARP flooding refers to the mass transmission of ARP replies for the purpose of flooding the ARP databank of a router and thus causing a malfunctioning of this switch. All attempts at ARP spoofing and ARP flooding are logged and will lead to the immediate blocking of the server without prior warning.
- 3.34 The transmission of switch protocol frameworks, in particular spanning tree protocol frameworks (BPDUs) will lead to the immediate and automatic blocking of the server without prior warning. All attempts to transmit switch protocol frameworks are logged.
- 3.35 Phishing refers to illegal attempts to release access data for security areas to a wide distribution of users. Well known websites are often imitated so as to appear deceptively genuine for this purpose. The websites are reached under domain names which are similar to the original domain names. Users are invited by misleading emails to enter their access data on such hoax websites. Phishing will lead to the immediate blocking of the server without prior notice.
- 3.36 Denial of Service attacks (DoS) refers to an attack on a server with the purpose of disabling one or more of its services. This generally occurs by overloading e.g. by attacks with a number of small UDP packages or TCP-SYN packages. Where the attack is coordinated by a larger number of other systems this is referred to as a Distributed Denial of Service (DDoS). vServices Limited has put in place measures which permit the empirical recognition of Denial of Service attacks. All Denial of Service attacks are logged. A Denial of Service attack will lead to the immediate blocking of the system without prior warning.

- 3.37 The Scanning of computers refers to the systematic searching for services on this computer with the purpose of detecting weaknesses in the services in order to utilise them for hacking at a later time. The scanning of external computers can lead to a warning being sent to the operator of the service or to the immediate blocking of the server without prior notice according to the seriousness of the infringement.
- 3.38 All nonauthorised or illegal access to IT systems (e.g. "hacking" will lead to the immediate blocking of the server without prior warning.
- 3.39 The offering of unlawful or abusive, pornographic, racist, politically radical, defamatory or offensive information as well as information which contravenes the rights of third parties in whatever form will lead to the immediate blocking of the server without prior warning.
- 3.40 The Customer is prohibited either from offering or distributing any information which is protected by copyright without lawful authority.