

Terms of Service ("TOS-2016")

Cyprus Lemesos (CY)

January 1st 2016

Uploaded by : the Company Director

By completing the registration process paying our invoice and entering into our services ("Services") , you are indicating your agreement to be bound by all of the **Terms of Service Agreement** below. Read the agreement carefully as it sets forth your rights and obligations with respect to use of the M,D EURONETCOM LTD SERVICES ("Services"). **If you are not willing to be bound by the terms and conditions of this agreement, you should NOT pay our invoice and use our services.**

1. Acknowledgment and acceptance of Terms of Service

The EMAIL & Hosting Services ("Services"), operated by M.D EURONETCOM LTD, are provided to you the ("**Customer**") under the terms and conditions of this Terms of Service ("TOS-2016") and any operating rules or policies that may be published by M.D EURONETCOM LTD. The TOS-2016 along with any operating rules or policies that may be published by M.D EURONETCOM LTD comprise the entire Agreements between the Customer and M,D EURONETCOM LTD SERVICES and supersede all prior agreements between the parties regarding the subject matter contained herein.

2. Description of the services

M.D EURONETCOM LTD agrees to provide Customers one or more of the following **Services** via Electronic mail ("e-mail"), Web hosting, Dedicated Server or Virtual Private Server, **The Customer must:** Provide all equipment, including a computer and modem, necessary to establish a connection to the Web. Provide for the Customer's own access to the Web and pay any telephone or other connection and service fees associated with such access to the internet.

2.1 Hosting

Description of the Hosting Service

The Hosting Service is officially activated by the Customer after the purchase by paying the related invoice and consists of the supply by M.D EURONETCOM LTD to the Customer a cPanel or Zimbra Email Account or Dedicated Server or VPS or memory space on the hard disk of one of its servers for Web hosting services. The specific technologies characterizing these services can be viewed on M.D EURONETCOM LTD's website and or on the Customer Control Panel (cPanel) . It is your full responsibility to read carefully this agreement as a customer. If you do not understand this agreement or parts of this agreement you should not pay our invoice and should not use our services. The servers of M.D EURONETCOM LTD are located at the ILIAD Data Centers in Paris France or at AMAZON Data Center in Ireland or other Amsterdam and USA Data Centers. Customer has the right to know which Data Center and Server is Hosting his Services , but M.D EURONETCOM LTD reserves the right to change - swap or migrate servers if it is required upon its sole discretion without prior notice to the Customer(s) if a migration or transfer is urgently required in order for the service to work as expected. M.D EURONETCOM LTD is then obliged to inform Customer of any Data Center change. M.D EURONETCOM LTD can migrate (move) Services (EMAIL, HOSTING ACCOUNTS, etc) from one server to another inside the same Data Center or Company without any prior notice to Customer. The Hosting Service is offered in the form of different solutions, each of which is defined by particular technical characteristics. M.D EURONETCOM LTD will anyway be allowed to formulate promotional offers also during the duration of the agreement, which will be highlighted and advertised on the website. In this case the conditions and terms set out here will have to be respected, with particular attention to the respect of the memory and traffic space limit. Although M.D EURONETCOM LTD may possibly make recommendations, the choice of hosting plan on which to activate an Email or Hosting Service must be made by the Customer, who thus assumes full responsibility for the appropriateness of the choice made in relation to his/her own needs. DOMAIN NAME: the Hosting Service is provided by M.D EURONETCOM LTD only and exclusively in relation to the Customer's Domain Names . The Customer agrees that if, during the term of this agreement, the Customer does not renew the relative Domain Name, it will become technically impossible for M.D

EURONETCOM LTD to provide the Hosting Service (Email and Hosting of any type) and, therefore, can be immediately terminated, without prejudice to the right of M.D EURONETCOM LTD to payment of the entire consideration envisaged for the Service.

DISK SPACE: the memory limit specified in the offer of M.D EURONETCOM LTD cannot be exceeded by the Customer. TRAFFIC LIMITS: Customer should login inside cPanel and become acquainted with his website control panel. The resources you have available are the resources you see on the left pane of cPanel. M.D EURONETCOM LTD reserves the right to allocate higher resources (RAM - I/O's - Memory etc) to a Customer than those mentioned in his offer. Customer may use these extra resources without charge until M.D EURONETCOM LTD decides to suspend any extra resources provided. The official limits for resources as set for the Hosting Service are as defined in the offer or invoice; it cannot in any case be summed with any possible extra limits that M.D EURONETCOM LTD may offer from time to time for promotional, statistical or technical reasons . Furthermore, in the case of an upgrade with a different hosting solution, the traffic limit is as stipulated by the different solution purchased. If the Customer exceeds cPanel resource limits because his website requires extra resources predictable or not, a new analysis of the situation must be performed with consequent adjustment of the technical platform - resources and relative consideration. If this adjustment is not carried out. M.D EURONETCOM LTD cannot be held liable for site malfunctions or unavailability or suspension. The Customer will be required to respect the technical instructions provided by M.D EURONETCOM LTD if he/she incorrectly installs programs or applications on his/her space or outgrows his website, application or email requirements. The Customer is responsible for the security & platform upgrades, security patching, files, the programs and the contents included in his/her space in either hosting or email. In the case these, due to a lack of updating or to errors in the code script, harmed the system in such a way as to allow access to unauthorized entities, or in the case they were used by the Customer or by any third parties, whether authorized by the Customer or not, to indirectly damage the services provided, M.D EURONETCOM LTD reserves the right to suspend the service until the Customer restores the normal security conditions. Moreover, the Customer will have to occupy the cpu by conforming to the average values as noted inside his cPanel . Each Customer is obliged to login and check periodically cPanel reports on CPU - Storage Space and Traffic. However, Customer will not be allowed to exceed, as peak values, those noted in his cPanel by CloudLinux. If the Customer does not abide by the aforesaid instructions or if the aforesaid cPanel or email limits are continually reached or exceeded, M.D EURONETCOM LTD reserves the right to withdraw from this agreement, and it will owe nothing to the Customer in economic terms. The Customer may purchase additional traffic, storage, RAM, Memory etc in order to increase the limits already possessed by the Customer, directly from M.D EURONETCOM LTD at the cost indicated . The terms and conditions for use of the additional resources will be the same as those envisaged in this TOS-2016. ADDITIONAL SERVICES: EURONETCOM LTD reminds its Customers that the material (data, icons, software, apps etc) placed on the Server must be original, or its publication must be authorized by the owner thereof. Therefore, it will not be possible to publish any kind of material (e.g. photos, texts, voice messages, sounds, etc.) on the spaces that violate national and international copyright, trademark, patent, and intellectual property laws. Furthermore, the material published must not be pornographic or contain images or information regarding minors. Finally, the Service(s) cannot be used to propose illegal activities of any kind to other Customers, to disseminate instructions for committing illegal activities or propose physical harm or damage to any group or individual, cause offense, or harm or molest anyone. If these Service conditions are violated, M.D EURONETCOM LTD reserves the right to block or immediately delete all or part of the space provided, without advance notice and at its own discretion, and the Customer will have no right to reimbursement of the price paid. M.D EURONETCOM LTD reserves all rights to engage Law Enforcement Authorities in order to further investigate any illegal actions related to our Services.

DATA: all the data entered by the Customer on the Web space provided through the Hosting or Email Service are and remain the exclusive property of the Customer. Consequently, the Customer assumes any and all liability for these data and their content. The Customer is exclusively responsible for the uploading, downloading, deletion, storage, BackUp and management of data on the Web Hosting or Email Hosting space. The Customer's data must be uploaded on the Hosting account or Dedicated Server of M.D EURONETCOM LTD by using a direct connection capable of supporting FTP (File Transfer Protocol) or Secure FTP . In the case of requests on behalf of others (end Customers) by the Customer (or, for the purposes of this article, a Reseller also), the Customer or Reseller shall be liable for the data entered on the Web space through the Hosting Service on behalf of the end Customer and for what happens after related to his Hosting account or Server.

M.D EURONETCOM LTD reserves the right to suspend the Service immediately if, in its final opinion or upon report by others, it believes that violations have been committed. In this case, upon being informed by M.D EURONETCOM LTD via e-mail, the Customer or Reseller is required to eliminate the causes for the complaint or furnish adequate documentation proving his/her full compliance with the applicable norms governing his/her activity and/or the activity of the end Customer. In any case, M.D EURONETCOM LTD may also contact the end Customer directly. If it does not receive an immediate reply, M.D EURONETCOM LTD will have the right to interrupt provision of the service through which the illegal and/or unauthorized activity is conducted, without prejudice to its right to full payment of the consideration and the right of M.D EURONETCOM LTD to take action for full indemnification of any damages that it might suffer.

Customer RULES: the Customer undertakes to use the Service in conformity with this TOS-2106 and any applicable norm or regulation. M.D EURONETCOM LTD does not control the content of the Customer's Web space or Email.

LIABILITY OF M.D EURONETCOM LTD: the Service will be available 24 hours a day, seven days a week, excluding and without prejudice to any expected or unexpected suspensions for maintenance work. M.D EURONETCOM LTD shall not be liable for any interruptions in the service, which it undertakes to restore as quickly as possible.

M.D EURONETCOM LTD may interrupt provision of the service at any time if there are justifiable reasons for protection of security and/or confidentiality, in which case it will notify the Customer that such an action has already been taken. Customer is obliged to provide a communication email account outside of our Network and servers.

M.D EURONETCOM LTD cannot be held liable in any case for malfunctions of the Service depending on events falling outside of the reasonable control of M.D EURONETCOM LTD, such as, for example: (i) events of force majeure; (ii) events depending on the acts of others, such as, for example, war or state of war conditions, regional conflicts, interruption in or malfunction of the services of telecommunication operators and/or electric power lines or acts or omissions by the competent Registration Authorities, IP Blacklisting situations by RBL's; (iii) malfunction of the terminals, Hardware inside the server or other systems of communication used by the Customer.

COMPLAINTS: the Customer is required to serve notice of any service irregularities by registered mail with return receipt within 48 hours thereafter. Failure to serve notice in accordance with the foregoing terms and conditions will release M.D EURONETCOM LTD from all liability.

EQUIPMENT: M.D EURONETCOM LTD does not provide the Customer with any equipment.

3. Privacy policy

In consideration for the Services, **the Customer agrees to:**

Provide certain current, complete, and accurate information about the Customer as prompted to do so during Registration for a Service.

Maintain and update this information as required to keep it current, complete and accurate.

All information requested on original sign-up shall be referred to as registration information ("Registration Information").

This Registration Information will be owned by M.D EURONETCOM LTD and any of its co-branding partners if applicable. If any information provided by Customer is inaccurate during or any time after registration, M.D EURONETCOM LTD retains the right to terminate the Customer's membership and rights to use the Service(s), without any refund whatsoever. Customer should be able to provide adequate proof that he is the legal owner or is legally authorized to use any certain domain with our Services. M.D EURONETCOM LTD reserves the right to validate through legal procedures any registration data provided without prior notification of the Customer.

M.D EURONETCOM LTD may suspend or refuse any of the Services provided if Customer Registration Data or Customer Domain or an IP is associated with certain juristinctions (countries) that M.D EURONETCOM LTD does not provide its ("Services"). If your IP, Domain Name, or Company is associated with a non E.U juristinction please let us know before paying our invoice.

4. Modifications to terms of service

M.D EURONETCOM LTD reserves the right to modify the terms and conditions of the TOS at any time and at its sole discretion. M.D EURONETCOM LTD will post any update[s] to the TOS on this Web site. By continuing to use the Services, the Customer agrees to be bound by the amended TOS.

5. Modifications - Discontinuation of Services

M.D EURONETCOM LTD reserves the right to modify or discontinue the Services, or any portion thereof, at any time, with or without notice to the Customer. M.D EURONETCOM LTD shall not be liable to the Customer or any third party should M.D EURONETCOM LTD exercise its right to modify or discontinue the Services.

6. Customer account, password, and security

The Customer is entirely responsible for maintaining the confidentiality of the Customer's [USERNAME & PASSWORD](#) for Email and cPanel account, and for any and all activities which occur under the Customer's account or password. The Customer agrees to immediately notify M,D EURONETCOM LTD SERVICES of any unauthorized use of the Customer's account, password, or any other breach of security known to the Customer. Customer is fully responsible [to update his website software in order to remain protected by security](#) threats . Customer is strongly advised to use [Google Captcha](#) on all web forms in order to avoid spam originating from our web server. M.D EURONETCOM LTD reserves the right to suspend or even terminate email or hosting services if a service has been compromised by a Third Party or even for investigation purposes in case of suspected compromise.

The Customer may change his/her password or profile by following instructions on the system. A password change is required every 12 months on all Services. M.D EURONETCOM LTD uses [SPAMASSASSIN](#) SPAM PROTECTION technology through [RBL FILTERING](#).

7. Disclaimer of warranties

M.D EURONETCOM LTD provides the Services on a "AS IS " and "AS AVAILABLE" basis, and the Customer uses these Services at his/her sole risk.

M.D EURONETCOM LTD makes no warranty that the Services will meet the Customer's requirements, or that the Services will be uninterrupted, timely, secure, or error free; nor does M.D EURONETCOM LTD make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained through the Services or that defects in the

Services will be corrected.

M.D EURONETCOM LTD expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

The Customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Services is done at the Customer's own discretion and risk. M.D EURONETCOM LTD is not responsible for the Customer's computer system or loss of data that results from the download of such material and/or data.

M.D EURONETCOM LTD makes no warranty regarding any goods or services purchased or obtained through the Services or any transactions entered into through the Services.

No advice or information, whether oral or written, obtained by the Customer from M.D EURONETCOM LTD shall create any warranty not expressly made herein.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to the Customer.

8. Limitation of liability

Due to the nature of the Web, M.D EURONETCOM LTD will not be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including but not limited to lost profits) regardless of the form of action, whether in contract, tort (including negligence) strict product liability, or otherwise, even if M.D EURONETCOM LTD has been advised of the possibility of such damages.

Customers and their End-Users may not rely on any Content created by M.D EURONETCOM LTD. Customers and their End-Users acknowledge and agree that M.D EURONETCOM LTD Ltd may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these guidelines; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect our rights, property, or personal safety and those of our users and the public.

8.1 Customer and their End-Users obligations

Customer and their End Users must;

- (a) Be responsible for all Content that is uploaded, posted, transmitted or otherwise made available via the Service(s).
- (b) Bear all risks associated with the use of any Content.
- (c) Acknowledge that the M.D EURONETCOM LTD does not pre-screen Content. M.D EURONETCOM LTD has the right to refuse, remove or delete any Content that is available via the Service(s) that M.D EURONETCOM LTD believes contravenes this Agreement or is considered objectionable with M.D EURONETCOM LTD sole discretion. Customer and their End-Users Shall be responsible for informing the M.D EURONETCOM LTD of the requirements of the relevant data protection laws in respect of any personal data that is subject to protection under international data protection laws.
- (d) BackUp their content locally in case they need to have a copy for web site data and email

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to the Customer.

9. Data storage and other limitations

M.D EURONETCOM LTD has set a fixed maximum limit on the number of messages a Customer may send through the Email Services, based on the plan he purchased. A standard limit has been imposed for 30 email per hour. However, M.D EURONETCOM LTD retains the right, at its sole

discretion, to determine whether or not a Customer's conduct is consistent with the letter and spirit of the TOS and may LOWER THIS LIMIT or Suspend or Terminate Services if M.D EURONETCOM LTD determines in its sole discretion that the Customer's conduct is inconsistent with the TOS. M.D EURONETCOM LTD assumes no responsibility for the deletion or failure to store, deliver, or timely deliver e-mail messages. Email on our server has Software RAID but we do not backup email . If an email msg or email account is deleted, this is permanent and **cannot be undone**. Customer should always use local back up software to keep a fresh backup for email. We highly suggest using this free software for private use : <http://www.mailstore.com/en/mailstore-home-email-archiving.aspx>. Although we have tested this software and it works well, under no condition can we accept responsibility for its use on your local system. You will be using this software at your own risk. M.D EURONETCOM LTD standard procedure is not to allow sending Mailing Lists through the Service(s). If you have such a need please contact us to arrange this service.

9.1 Email BackUps for Zimbra and cPanel Email

Because of the rate email moves in today's digital age, it is impossible to capture backups of email without increasing the cost of our services drastically. The best way to keep your mail backed up **is to manually perform email backups on your local machine**. We highly suggest using this free software for private use : <http://www.mailstore.com/en/mailstore-home-email-archiving.aspx>. . Like with any Software, Please respect Mailstore® Terms of Use while using.

For the majority of current email clients currently released (Mac Mail, Microsoft Outlook, and Thunderbird) **you can manually backup** your email by selecting all of your email messages and dragging them to any specified folder on your local computer. This action will create a backup copy of your email while leaving the original safe and sound in your inbox.

For Users of cPanel Email, our webmail program, Horde, also provides a way to save the contents of a Mail Folder as a single .mbox file. This is a simple mail format which can be import/exported by most email programs. The .mbox file type is the original UNIX mail format. As an option, it will compress the file in ZIP format to save space in your archive (such as your local computer, or external hard drive).

- 1.) In Horde Mail click on the icon 'Folders'
- 2.) You should create a new folder and move specific emails into it if there are an exact set of emails that you would like to archive. This can be done using the 'Choose Action' drop-down.
- 3.) Click the check box beside the folder(s) you wish to archive. If you are selecting more than one folder they will all be downloaded as a single file, this means they cannot then be extracted as separate folders.
- 4.) Select 'Download Folders' or 'Download Folders [.zip format]' from the 'Choose Action' drop-down list at the top or bottom of the screen. I would suggest the .zip format to save
- 5.) Choose a file name and location to save the .mbox file when prompted.

You have now archived a folder and can delete the original emails, and still have a backup.

Zimbra Email Users please use this Software for private local use : We highly suggest using this free software for private use : <http://www.mailstore.com/en/mailstore-home-email-archiving.aspx>. Please respect Mailstore® Terms of Use while using. Zimbra Email has no backup service.

If you must have daily backup for your email also please switch to cPanel Email Services. Cpanel Email gets a daily disaster backup for all websites. Nevertheless local backups are a must for every business.

The Customer acknowledges and fully agrees that for technical and system safety reasons M.D EURONETCOM LTD may be required to login into your email account(s) during any time of the day or night to resolve Customer related or M.D EURONETCOM LTD own email issues, check on storage status or on complaints for deliverability, speed, accuracy, Spam etc. M.D EURONETCOM LTD may use one Email account per website or domain which can be emaitest@domain in order to be able to make the required technical analysis per domain name aiming in providing an error free email service. Each website is required to have an email account which is postmaster@domain always active. We provide this account for free when requested.

9.2 Personally Identifiable Information We Collect

We may ask for specific Personally or Business Identifiable Information about you when you sign up for a service, and when you register for the use of this site. For example :

1. Full Name
2. Domain Name Whois Data
3. Company public profile info
4. Company Certificate or ID
5. Contact info

10. Customer conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not M,D EURONETCOM LTD SERVICES, are entirely responsible for all Content that you upload, post , share or otherwise transmit via the Service(s).

M,D EURONETCOM LTD SERVICES does not control the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable.

You agree to NOT use the Services to:

1. Upload, post, store, share or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable in our servers.
2. Harm minors in any way
3. Impersonate any person or entity, including, but not limited to, M.D EURONETCOM LTD officials, forum leaders, guides or hosts, or falsely state or otherwise misrepresent your affiliation with a person or entity
4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services or develop restricted or password-only access pages, or hidden pages or images (those not linked to from another accessible page)
5. Upload, post , share, store, or otherwise transmit any Content that you do not have a right to transmit, store, post,share under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
6. Upload, post,share, store or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party
7. Upload, post, share, store or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
8. Upload, post, share, store or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
9. Disrupt the normal flow of dialogue, cause a screen to scroll faster than other Customers of the Services are able to type, or otherwise act in a manner that negatively affects other Customers' ability to engage in real time exchanges
10. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services
11. Intentionally or unintentionally violate any applicable Cyprus, E.U or international law, including, but not limited to, any rules of any national or other securities exchange, including, without limitation, the Cyprus Stock Exchange, The Police, Government sites ,Municipal sites, the American Stock Exchange or any regulations having the force of law, "Stalk" or otherwise

harass another. Upload, post, or transmit "spam" or unsolicited email. This includes unethical marketing, advertising, or any other practice that is in any way connected with unsolicited email. For example; sending mass email to recipients who haven't opted in to receive an email from you manipulate or disguise the origin of any Content transmitted through the Service(s).

12. Collect or store personal data about other Customers
13. Promote or provide instructional information about illegal activities, promote physical harm or injury or hatred against any group or individual, or promote any act of cruelty to humans or animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades, attacks, and other weapons, supporting or taking part in terrorist attacks and creating "Crush" sites.
14. No Shared Mailboxes - each mailbox may be used by one natural person at a time. Attempts to log into a single mailbox simultaneously from more than one computer are prohibited.
15. Complaints from email recipients and third party abuse agencies (e.g. SpamHaus or Spamcop etc) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. M.D EURONETCOM LTD shall have the right to terminate your Mail Service if we receive complaints from your email recipients, regardless of whether you are in breach of this TOS or are otherwise at fault.

11. Indemnification

The Customer agrees to indemnify, defend (at M.D EURONETCOM LTD's request), and hold M.D EURONETCOM LTD, its parents, subsidiaries, affiliates, officers and employees, harmless from any **claim or demand**, including reasonable attorneys' fees - transportation and accommodation expenses, made or brought by any third party due to or arising out of the Customer's use of the Services or any part thereof, the violation of this TOS or any provision therein by the Customer, or the infringement or misappropriation by the Customer, or a third party using the Customer's computer, account or password to access and/or use the Services, of any Intellectual Property Rights of any person or entity, or the use or misuse by the Customer or Third Parties of the Customer's passwords or accounts or website or application.

12. Proprietary rights to content

The Customer acknowledges that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements, or Internet-distributed, commercially produced information presented to the Customer by the Services ("Content") by M.D EURONETCOM LTD, M.D EURONETCOM LTD 's advertisers, or other M,D EURONETCOM LTD Customers may be protected by copyrights, trademarks, patents or other proprietary rights and laws. The Customer is therefore only permitted to use this protected Content as expressly authorized by the owner of the Content ("Owner"), the Services or the Advertiser. The Customer may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Owner, the Services or the Advertiser.

13. Term - Termination - Service Expiration Date (SED)- Trial Period

("Services") that have not been paid until the date of **Service Expiration Date (SED)** , first will automatically be deactivated and secondly permanently deleted 5 calendar days after. Expired Accounts and Services will not be suspended or deleted upon request or after Customer notification, but are dealt with automatically. In its sole discretion M.D EURONETCOM LTD may extend the **SED** Every invoice includes this Service Expiration Date, which may be different from the invoice issuing date.

Either Customer or M,D EURONETCOM LTD SERVICES may wish to discontinue the Services with or without cause at any time, effective immediately upon written notice to the other party. M,D EURONETCOM LTD SERVICES shall not be liable to Customer or any third party for termination of the Services. M.D EURONETCOM LTD will use for all communications the Email account provided by the Customer. If Customer needs additional communication safety a mobile phone must be provided. We

will validate any Mobile Number provided to us before using it. M.D EURONETCOM LTD is not responsible if Customer does not check his Email or Mobile Phone.

All Customers are given 15 days to try our ("Services") without any obligation or payment. This trial period will not count against the **Service Expiration Date (SED)** and is provided free of charge. Before the 15 days trial period expire, Customer will be asked if he is satisfied and would like to proceed with purchase. Customer will be notified that an invoice will have to be paid on the 16th day and that the **service is nonrefunbadle** once paid. On its own discretion M.D EURONETCOM LTD can extend the Trial period. All Services including the Trial Period will expire on the 16th day, unless Customer informs M.D EURONETCOM LTD and an issued invoice has been paid within 5 working days after the Trial Period has expired.

Renewal of Services

30 days before the **Service Expiration Date (SED)** M.D EURONETCOM LTD will ask the Customer through email if a renewal will take place and await for Customer reply to send the invoice to the Customer. Services DO NOT renew automatically unless customer confirms renewal and pays the invoice. This invoice must be paid in accordance with the terms set forth therein. The invoice and payment instructions will be sent via mail to the email address recorded in M.D EURONETCOM LTD files at the time of the order. If the Customer does not provide payment by the envisaged deadline (Service Expiration Date) as noted on the invoice, M.D EURONETCOM LTD will lawfully suspend the service for a 5 working days grace period and terminate immediately after or at any time without any further notice unless Customer has paid the invoice.

In all cases of termination of the effects of the agreement and/or if the Conditions of Service set forth herein above do not exist, not only the functions described in the offer but also all data and material entered by the Customer and stored on the M.D EURONETCOM LTD servers will be deleted without M.D EURONETCOM LTD having any liability for maintaining and/or saving them. Therefore, the Customer will bear the burden of saving the data on other media before the **Service Expiration Date** if he does not wish to renew the service.

Should the Customer object to any terms and conditions of the TOS or any subsequent modifications thereto or become dissatisfied with the Services in any way after invoice payment , the Customer's only recourse is to immediately:

1. Discontinue use of the Services
2. Terminate Services Customership

14. Notice

All notices to a party shall be in writing and shall be made either via online announcements, e-mail, or conventional mail. M,D EURONETCOM LTD SERVICES may broadcast notices or messages through the Services (Email -SMS - WebSite) to inform Customer of changes to the TOS, the Services, or other matters of importance; such broadcasts shall constitute notice to Customer.

15. Law

The TOS shall for all purposes be governed by and interpreted in accordance with the laws of Cyprus and the E.U, excluding its conflict of law provisions. M.D EURONETCOM LTD's failure to exercise or enforce any right or provision of the Customer Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by M.D EURONETCOM LTD in writing. M.D EURONETCOM LTD is registered in Cyprus since 2008, due to the nature of the internet services and support, delivered to the Customer from Cyprus Lemesos, Athens Greece, Paris France and other locations based on the nature of the service(s).

16. Assignment

No right may be assigned, and no duty may be delegated, by either party under this Agreement except upon the written consent of the other party, and any attempted assignment and delegation without such consent shall be void and without effect. Notwithstanding the foregoing, however, M.D EURONETCOM LTD **shall be entitled** to assign this agreement and all "Services" and Customer Data and Accounts and Email, and all rights and obligations hereunder, to a **successor** to all or substantially all of its assets, whether by change of Directors, Sale, Merger or Otherwise Agreed . This TOS shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, heirs, Directors, administrators, successors and permitted assigns except as otherwise provided herein. M.D EURONETCOM LTD may in its own full discretion, use Third Party sub-contractors, technicians, specialists etc, as deemed appropriate in order to deliver the Services to the Customer.

17. No agency

Neither party is, nor will it be deemed to be, an agent or legal representative of the other party for any purpose. Neither party will be entitled to enter into any contracts in the name of or on behalf of the other party, and neither party will be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so.

18. Severability

If any provision of the TOS is held by a court of competent jurisdiction to be contrary to law, or otherwise invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

19. Waiver

Any waiver (express or implied) by either party of any breach of this TOS shall not constitute a waiver of any other or subsequent breach. No provision of the TOS will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

20. Statute of limitations

Customer and M.D EURONETCOM LTD agree that any cause of action arising out of or related to these Services must commence within one (180) days after the cause of action arose; otherwise, such cause of action is permanently barred.

21. Titles

The section titles in the TOS are used solely for the convenience of the parties and have no legal or contractual significance.

Active since 01-01-2016

M.D EURONETCOM LTD
Director
ceo@cyhost.com.cy