

# A. General Terms and Conditions

---

## I. Introduction and Overview

The terms "we," "us," "our," or "Netia" shall refer to Netia. The terms "you," "your," "User," or "Customer" shall refer to any individual or entity who accepts these Terms and Conditions by the Services offered. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits, except as specifically referenced.

Netia, in its sole and absolute discretion, may change or modify these Terms and Conditions, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Website. You acknowledge and agree that (i) Netia may notify you of such changes or modifications by posting them to this Website, by e-mailing you at your contact e-mail address when you purchase Services, or by posting a notification to your Portal, and (ii) your use of this Website or the Services found at this Website after such changes or modifications have been made (as indicated by the "Last Revised" date at the top of this page) shall constitute your acceptance of these Terms and Conditions as last revised. IF YOU DO NOT ACCEPT ANY SUCH AMENDMENTS, CHANGES, OR MODIFICATIONS, YOUR SOLE REMEDY SHALL BE TO REQUEST THAT THE AFFECTED SERVICES BE DISCONTINUED, OR WITH REGARD TO DNR SERVICES, THAT THE DOMAIN NAME REGISTRATION BE CANCELLED OR TRANSFERRED TO A DIFFERENT DOMAIN NAME REGISTRAR. In order to request the discontinuance of affected Services, You must (i) send a cancellation request to Netia through the means provided in Section III herein within 10 days of the date the Terms and Conditions are updated, and (ii) pay all accrued but unpaid fees for the Services rendered to the date of cancellation.

## II. Eligibility; Authority

The Website and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Website or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age and/or (ii) otherwise recognized as being able to form legally binding contracts under applicable law.

If you are agreeing to these Terms and Conditions on behalf of a corporate entity or a third party (the "Entity"), you represent and warrant that you have the legal authority to bind the Entity to these Terms and Conditions, in which case the terms "you," "your," "User," or "Customer" shall refer to the Entity. If, after your agreement to these Terms and Conditions, Netia finds that you do not have the legal authority to bind the Entity, you will be personally responsible for the obligations contained in these Terms and Conditions, including any payment obligations. Netia shall not be liable for any loss or damage resulting from Netia's reliance on any instruction, notice, document or communication reasonably believed by Netia to be genuine and originating from an authorized representative of the Entity. If there is reasonable doubt about the authenticity

of any such instruction, notice, document or communication, Netia reserves the right (but undertakes no duty) to require additional authentication from you.

### III. Term and Termination

These Terms and Conditions shall be effective for the duration of your use of the Website and/or the Services, as applicable. Your use of the Services shall commence upon purchase pursuant to the instructions set forth in the online Services ordering process (the "Effective Date") and shall continue to the Expiration Date (as defined below).

The Term for the Services is set forth in your original order (the "Service Order") and unless otherwise modified, your services will automatically renew for subsequent Renewal Terms unless cancelled by you following the Cancellation Procedures (as defined below). The last calendar day of your original Term is your "Renewal Date." Each "Renewal Term" will be equal in length to your original Term. You may modify the length and Services in your Renewal Term(s) by making appropriate changes in your Portal before the Renewal Date for the Services. All Renewal Terms will be at Netia's then-current price for length of Term for the Services. "Expiration Date" means the last day of the service term for which any Services are ordered (as per the applicable Service Order, and as modified by any Renewal Term). "Commencement Date" means the date Netia first makes the Services available for use by the Customer.

In order to cancel your Services, you must provide notice of Termination.

As a courtesy, Netia allows you to modify the Renewal Term or cancel Services other than DNR or SSL Services up to ten calendar days following your Renewal Date by modifying the Service Order using your Portal or by following the Cancellation Procedures, as applicable. DNR and SSL Services are paid by a single annual payment and cannot be pro-rated or modified after the Commencement Date or Renewal Date for each Term.

Netia may terminate your Services for any reason by providing notice to you thirty (30) calendar days prior to your Renewal Date, or in the event that your Term or Renewal Term is for more than one year, thirty (30) calendar days prior to the date of each anniversary of your Term or Renewal Term. In the event that DNR or SSL Services are terminated prior to the expiration date for those Services, you will be required to transfer your DNR or SSL Services to another provider at your own cost. If you are a Netia reseller or partner, your Term and Renewal Terms are governed by your reseller agreement with Netia. In addition, Netia may suspend, transfer, modify and/or terminate your Services **at any time** for any of the following reasons, which transfer, suspension, or termination (irrespective of its cause) shall not relieve you of your obligation to pay the fees for the Services:

- If you breach or violate any of these Terms and Conditions.
- If you breach or violate Netia's Acceptable Use Policy (the "AUP").
- If you fail to pay any amounts owed to Netia on or before the date they are due.

- In response to an order from a court of competent jurisdiction, or arbitration award.

Lastly, a portion of related Services may be terminated or modified upon either the termination of the underlying agreement between Netia and the vendor providing third-party provided services or if Netia determines that the Services no longer meet Netia's specifications or standards. Netia may, at its sole discretion, replace these related Services with other Services that provide a comparable value. Netia reserves the right to modify, change, or discontinue any aspect of the Website or the Services, including without limitation prices and fees for the same, at any time.

#### IV. Fees and Payments

Payment is due for the initial Term of the Services (as specified on the Service Order) when Customer places the order, and payment is due for each Renewal Term of the Services on the date specified on your Portal or in the applicable renewal notice from Netia (each, the "Due Date"). Any failure to follow all required payment procedures shall be at Customer's sole risk. Fees are based on Services purchased. Additional fees could apply based on actual usage.

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Netia) in connection with the payments of the Services, Netia may suspend or terminate Customer's account immediately. Netia will reinstate Customer's Services solely at Netia's discretion, and subject to receiving Netia's then-current reinstatement fee.

Amounts unpaid after the applicable Due Date shall accrue interest at the lesser of 2.5% per month and the maximum lawful rate ("Interest Rate"). As noted above, Netia reserves the right to suspend or terminate Services to any account in payment default of any amounts due Netia (whether or not they are related to the Services), which suspension or termination (irrespective of its cause) shall not relieve Customer of its obligation to pay the fees for the Services. Products and Services such as SSL and DNR are paid on an annual basis by a single annual payment. Any cancellation for these products made after the Renewal Date (as defined below) will not result in any pro-rating or refund for these products.

#### V. Registration; Account Creation

As part of the registration process, you will be required to provide certain information, including without limitation contact information, such as your full name, postal address, email address, telephone number and fax number, if available ("Personal Information"). You agree to update your Personal Information promptly as needed to keep it current, complete and accurate, and to add such additional information as Netia may reasonably require from time to time.

Our Privacy Policy, incorporated herein by reference, sets forth your and our rights and responsibilities with regard to your Personal Information. You agree that we, in our sole discretion, may modify our Privacy Policy and such revised Privacy Policy will be effective upon posting on our Website.

In the event that you provide information about a third party in the course of any registration, you hereby represent and warrant that you have (i) provided notice to that third party of the disclosure and use of the party's information, and (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein.

You are responsible for all activities that occur in your account. If there is any unauthorized use of your account, you must inform us immediately. You are required to keep your username, password and other sensitive information confidential. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account.

**Password Requirements:** Any password used with the Services (each a "Password" and collectively the "Passwords") must comply with Netia's password requirements ("Password Requirements"). Any Password automatically generated (such as through the initial account set-up or a Password reset) or any non-conforming Password must be updated to a Password that complies with the Password Requirement within ten (10) business days. Failure to follow the Password Requirements may result in the manual update of your password by the Abuse Team, at Netia's sole discretion. The Password Requirements are as follows:

All Passwords must:

- Be at least 10 characters in length.
- Contain at least three of the following character classes:
  - Lower case characters
  - Upper case characters
  - Numbers
  - Punctuation and "special characters (e.g. @#\$%^&\*()\_+|~-=\`{}[]:;'<>/ etc.)

All Passwords must NOT:

- Have less than 10 characters in length.
- Be a word found in a dictionary (English or foreign)
- Be a common usage word such as:
  - Names of family, pets, friends, co-workers, fantasy characters, etc.
  - Computer terms and names, commands, sites, companies, hardware, software.
  - The words "Netia", "sanjose", "sanfran" or any derivation.

- Birthdays and other personal information such as addresses and phone numbers.
- Be a word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
- Be any of the above spelled backwards.
- Be any of the above preceded or followed by a digit (e.g., secret1, 1secret)

You must not share your Password with others. If your account is compromised due to your failure to comply with this Agreement, you will be liable to Netia for any damages resulting from the breach.

YOU AGREE THAT YOUR WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO NETIA, FAILURE TO USE A PASSWORD COMPLYING WITH THIS AGREEMENT, OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY SERVICES SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING SUSPENSION OR TERMINATION OF SUCH SERVICES.

## VI. U.S. Export Laws

The Website and the Services are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws").

You shall not export or re-export, or allow the export or re-export of, the Services in violation of any U.S. Export Laws. None of the Services may be downloaded, re-sold, or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using the Website and/or the Services, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access the Website or the Services from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access the Website or the Services. The obligations under this section shall survive any termination or expiration of these Terms and Conditions or your use of the Website or the Services.

## VII. Compliance with Local Laws

Netia makes no representation or warranty that the content available on the Website or the Services are appropriate in every country or jurisdiction, and access to the Website or the Services from countries or jurisdictions where its content is illegal is prohibited. If you choose to access the Website or the Services, you are responsible for compliance with all local laws, rules and regulations. You will be responsible for payment of all taxes, levies, or duties imposed by taxing authorities in connection with your Services, excluding only United States (federal or state) taxes based solely on Netia's income. Because Netia acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C.F.R. §314.2(d)). You are solely responsible for complying with such statutes, rules and regulations, including, but not limited to, applicable PCI regulations, FACTA requirements, and any local privacy laws that may apply to you.

#### VIII. Intellectual Property

Customer acknowledges that all right, title and interest in any and all technology, including the software and any customer recommendations, that is part of or provided with the Services and any trademarks or service marks of Netia or third parties utilized in connection with the Services (collectively, "Netia Intellectual Property") are vested in Netia and/or in Netia's licensors. Unless otherwise specifically provided in this Agreement, Customer shall have no right, title, claims or interest in or to the Netia Intellectual Property. Customer may not copy, modify or translate the Netia Intellectual Property or related documentation, or decompile, disassemble or reverse engineer the Netia Intellectual Property, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Netia may not use Customer's name, trademarks, trade names or other proprietary identifying symbols without the prior written consent of Customer, except that, unless otherwise specified on the Service Order Netia may use Customer's name on a list of sample customers for marketing purposes. If you are a competitor or intend to become a competitor of Netia's or our Third-Party Providers, you may not use our Services without our express written consent.

#### IX. Disclaimer of Warranties

CUSTOMER AGREES THAT THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. NETIA AND ITS SUPPLIERS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NETIA AND ITS SUPPLIERS AND SERVICE PROVIDERS MAKE NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES NETIA OR ITS SUPPLIERS OR SERVICE PROVIDERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES.

Netia shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, and changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or any other such occurrences. With regards to the Services, either party may terminate the Terms and Conditions and the Services if the failure or delay of performance caused by such event of force majeure continues for a continuous period of 10 business days.

X. Limitation of Liability

IN NO EVENT SHALL NETIA, ITS SUBSIDIARIES, ITS PARENT COMPANIES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THE WEBSITE OR SERVICES, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY WEBSITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS WEBSITE OR THE SERVICES, (III) THE SERVICES OR THE SERVICES FOUND AT ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THE WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THE WEBSITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THE WEBSITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE WEBSITE OR THE SERVICES FOUND AT THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT NETIA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In addition, **you specifically acknowledge and agree** that any cause of action arising out of or related to the website or the services must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action shall be permanently barred.

In addition, **you specifically acknowledge and agree** that in no event shall Netia's total aggregate liability under these Terms and Conditions exceed the amount paid by you for the particular Services that are the subject of the cause of action in the twelve (12) month period preceding the events giving rise to such liability.

The foregoing limitation of liability shall apply to the fullest extent permitted by law, and shall survive any termination or expiration of these terms and conditions or your use of the website or the services.

## XI. Indemnification

You agree to indemnify, defend and hold harmless Netia, its affiliates and their respective directors, officers, employees and agents (collectively, the "Netia Group") from any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and all related costs and expenses (including, without limitation, all reasonable legal fees and reasonable costs of investigation, litigation, settlement and judgment) (collectively, "Damages") threatened, asserted, or filed by a third party against any of the Netia Group, or arising out of or relating to (a) the loss or damage to real or personal property, in each case, resulting from the willful misconduct or negligent acts or omissions by you, (b) the use of the Website and/or the Services by you, including, without limitation, any violation of our operating rules or policies relating to the Services, (c) any third party's rights including the intellectual property or other proprietary right of any person or entity, (d) any failure to properly license any software you choose to install, without limitation, (e) any information or data supplied by you to Netia, (f) any information, material, or services available on your website(s), and (g) all other acts or omissions by you. You shall have sole responsibility to defend the Netia Group against any claim, but you must receive our prior written consent regarding any related settlement. The indemnification obligations under this section shall survive any termination or expiration of these Terms and Conditions or your use of the Website or the Services.

## XII. General & Miscellaneous Terms

**Governing Law:** The Terms and Conditions shall be governed by and construed in accordance with the federal law of the United States and the state law of Utah, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of these Terms and Conditions shall be brought in the state or federal courts of Utah County, Utah, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of Utah County, Utah. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of the Terms and Conditions.

**Titles & Severability:** The titles and headings of the Terms and Conditions are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and



agreement in these Terms and Conditions shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms and Conditions to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of the Terms and Conditions shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

**Assignment:** This Agreement shall be binding upon and inure to the benefit of Customer, Netia and Netia's successors and assigns. Customer may not assign this Agreement without the prior written consent of Netia, which consent will not be unreasonably withheld or delayed.

**Notice:** All notices from Netia shall be deemed received by Customer when sent by Netia to Customer's current email contact on record or posted on Customer's Portal. Customer is solely responsible for ensuring that its contact information is kept up-to-date.

**Contacting Netia:** If you have any questions about these Terms and Conditions, please contact us by calling your Customer Care Representative and ask to speak to the Abuse Team or by mailing us at:

Netia .  
Attn: Abuse Team  
Rua Lapa, 100  
Itapecerica da Serra – SP – 06872-250 - Brazil

The terms of this Agreement shall control inconsistencies between this Agreement and any Service Order. The rights and obligations in this Agreement of the Parties which would be, by their nature or content, intended to survive the expiration or termination of this Agreement shall so survive. No failure or delay on the part of either party to exercise, any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by law.

## B. General Services Terms and Conditions

---

The General Services Terms and Conditions provide additional terms and conditions that, in conjunction with the General Terms and Conditions, govern the use of any of the Services. The General Services Terms and Conditions and the General Terms and Conditions are collectively referred to as the "General Terms." For each Service purchased or used by Customer, the General Terms will apply, in addition to any Product-Specific Terms and Conditions for that Service.

### I. Acceptance of Applications; Account Creation

Netia reserves the right to reject any Services application for any reason, even if Customer has already purchased other Services from Netia. Customer agrees that neither Netia nor its third party suppliers, vendors, partners, and providers (collectively, "Third-Party Providers") shall be liable for any loss or damage that may result from such rejection. Netia reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested Services will not commence until Netia receives actual payment of the initial fee. You agree that Netia is an intended third party beneficiary of any Third-Party Provider terms of service referenced in this Agreement, with rights to enforce the same.

If applicable, Customer consents to Netia's activation of a default "Welcome Page" which may appear when an Internet user requests Customer's registered domain name or website. This Welcome Page welcomes the user to Customer's temporary home page and you acknowledge and agree that this Welcome Page may link to Netia websites, advertising and/or Internet search tools. The Welcome Page may appear unless and until Customer posts Customer's own content or changes the Welcome Page via the account's Portal.

Netia encourages users to suggest their ideas for improving the Website and/or the Services. Netia shall own all rights to such requests, suggestions, and any content that is part of that request.

### II. Use of the Services

You agree to purchase the level of Services commensurate with your needs and usage requirements. Your usage of the Website and/or the Services may not adversely affect other customers. You agree that if a server or other Netia system approaches capacity, Netia may take remedial action without notice to you and such action may affect your account access, your IP Address, or other information.

Netia reserves the right to monitor Customer's bandwidth and/or disk usage and to utilize technology to limit such usage to ordered amounts and/or to charge Customer for any excessive usage. Netia further reserves the right to suspend access to or to terminate Customer's account, website, script or other application in the event Netia believes, in its sole discretion, that such account, website, script or other application is the cause of interruptions in Netia's ability to provide services to other customers, which suspension or termination shall not relieve Customer of its obligation to pay the fees for the Services. In the event of any such suspension, Netia will notify Customer, by posting a notice to your Portal or by attempting to send an e-mail to your account contact on file, as soon as practicable, so that Customer may take remedial action in order to regain access to its website, script or other application. In the event of any such termination, Netia will notify Customer as soon as practicable by attempting to send an e-mail to your account contact on file.

Customer acknowledges and agrees that in an effort to control spam (i) Netia may utilize certain technologies to block incoming and outgoing email which Netia determines, in its sole discretion, may be spam, (ii) Netia servers will not accept connections from unsecured systems (including, without limitation, open relays, open proxies, open routers or any other system that has been determined to be available for unauthorized use), (iii) Netia may, in its sole discretion, reject connections from systems that use dynamically assigned or residential IP addresses, and (iv) Netia may, in its sole discretion, reject connections from any IP address that does not have reverse DNS (a PTR record).

You acknowledge and agree that your use of the Website and the Services, including any content that you upload to any of the Services, will comply with these Terms and Conditions (including the AUP) and all applicable local, state, national and international laws, rules and regulations. You will not copy or distribute in any medium any part of the Website or the Services, except where expressly authorized by Netia. You will not modify or alter any part of the Website, the Services, or any of its related technologies.

You agree to back-up all of your content so that you can access and use it when needed. Netia does not warrant that it backs-up any Account or content, and you agree to accept as a risk the loss of any and all of your content.

### III. Support & Maintenance

"Support" is information or advice provided by Netia through chat, email, telephone, or if available, remote access. Support may also include any software or any data file(s) installed or removed from specified computer servers by Netia at the customer's request. Support is provided "as is" without warranty of any kind. While we are knowledgeable and skilled professionals, we cannot offer any guarantee as to the consequences of the Support provided. Should the Support cause damage or loss of any kind, Netia shall not be held liable to you or any other person for indirect, special, punitive, incidental, or consequential damages of any character including damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all commercial damages or losses.

Netia will occasionally perform maintenance services which Customer acknowledges may require Services downtime, and in the event of scheduled maintenance outside of established maintenance windows, Netia will attempt to provide prior notice of such downtime. In the event of emergency maintenance, Netia has no obligation to provide you with prior notice of such downtime. Customer shall supply (and shall cause any of Customer's third-party suppliers to provide) Netia with such reasonable assistance as Netia requires to provide the Services. Customer is solely responsible for all other services not specified on the Service Order, which may include, without limitation, the management, administration and support of Customer's software and the software that is part of the Equipment (as defined below) once it is installed by Netia.

Netia shall have no obligation to provide Support and no liability for any interruption or deficiency in the Services resulting from (a) tampering or alteration of the Equipment by persons not authorized, or in a manner not explicitly required, by Netia or (b) the function or malfunction of hardware or software not supplied by Netia, including but in no way limited to, coding or programming created or uploaded by Customer. Customer shall promptly report all alterations to Equipment or software initiated or implemented by persons not explicitly required by Netia and shall promptly implement any corrective procedures required by Netia. Netia exercises no control over, and specifically rejects any responsibility for, the content, accuracy or quality of information passing or obtained through or resident on the Equipment. Use of any information obtained via the Equipment is strictly at Customer's own risk.

As part of some of the Services, Netia provides servers, the associated operating system, if applicable, and other applicable software, equipment used for Internet connectivity and required space in a Netia data center (collectively, the "Equipment") that are provided by Third Party Providers. Customer's sole remedies for any malfunction or defect in the Services or Equipment are the Service Level Agreements described in Section IV of the General Services Terms and Conditions below. If specified in the Service Order, Netia will perform the initial configuration of the Equipment.

#### IV. Service Level Agreements

The Service Level Agreements ("SLAs"), if any, for the Services, which are incorporated into this Agreement and include commitments with respect to certain availability of the Services, are set forth in [Cloud-n-Accounts-SLA.pdf](#) and set forth Customer's sole and exclusive remedies for claims relating to the Services.

#### V. IP Addresses

Any Internet Protocol addresses ("IP Addresses") assigned to Customer by Netia in connection with the Services (i) shall be used only in connection with the Services and (ii) will require Netia to disclose certain Customer contact information to the applicable registry for Internet numbers. If for any reason Customer discontinues use of the Services or this Agreement terminates, Customer's right to use the IP Addresses shall terminate. Netia may change the IP Addresses immediately when required by a change in services

requested by Customer or in order to perform emergency maintenance or otherwise provide Services to Customer, without prior notice. For any other reason, Netia may change the IP Addresses upon 30 days' prior written notice to Customer.

## VI. Compliance Certifications

Netia does not provide PCI or any other compliance certifications for our customers. It is your responsibility to ensure that you are compliant with any laws that apply to you in using the Services, including but not limited to, ensuring that you are using the Services appropriately, any appropriate products and services in order to meet compliance requirements, and any other compliance requirements. Netia does not supply Attestations of Compliance or any other form of certification for our Customers. Use of Netia's services is at Customer's sole risk.

## VII. Third Party Products and Services

At various points in the business process, Netia might offer third party applications or services for sale or subscription directly from a third-party provider (collectively, the "Third-Party Applications"). Any acquisition/use by you of Third-Party Applications, including but not limited to other services, implementation, customization and other consulting services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support Third-Party Applications or services in any way, whether or not they are designated by us as "certified" or otherwise. Netia does not make any warranties — express or implied — by creating the integration between Netia and the various service provider network participants.

If you subscribe to a Third-Party Application, either stand-alone or for use with the Services, you acknowledge that we may allow providers of those Third-Party Applications to access your data (including your Personal Information) as needed in order for the Third-Party Application to function. We are not responsible for any disclosure, creation, modification or deletion of your data resulting from any such access by third-party providers. All the Third-Party Applications, either software based or not, except as otherwise noted, will be governed by individual agreements between you and the third party service providers.

Service features that interoperate with Third-Party Applications depend on the availability of such services. If a provider de-supports or ceases to make an API available to us, Netia may cease to support that provider. Third-party service integrations may impact the speed at which a particular transaction can be performed in the Services. We do not take any responsibility for this.

# C. Product-Specific Services Terms and Conditions

---

This Section contains additional terms and conditions for individual Services that, together with the General Terms provided in Part A and Part B, govern Customer's purchase and use of the Services, if any, that have been ordered by Customer on the applicable Service Order.

## I. Hosting Services

"Hosting Services" include any of the Services where Netia is hosting the Customer's content.

1. *Add-On Products and Features.* Should Customer be eligible for and choose plans with products and features (collectively, the "Hosting Add-Ons") often provided by a Third-Party Provider, Customer understands and agrees that the Hosting Add-Ons are governed by the General Terms and Conditions in Part A above as well as the these Hosting Services terms. In addition, Customer agrees to be bound by the Third-Party Providers' Terms and Conditions, as may be updated from time to time. Specifically, Hosting Add-Ons with additional Third-Party Provider terms and conditions include:

cPanel: "cPanel Based Plans" include the cPanel VPS and the cPanel MPS plans. Customers who purchase cPanel Based Plans agree to certain Third-Party Provider terms and conditions upon activation of their purchase. cPanel Terms and Conditions are also available here: <http://www.cpanel.net/legal-agreements/cpanel-whm-eula.html>.

Open-Source and Third-Party "Free" Tools and Add-Ons: Netia may occasionally provide access to certain free and open-source tools and add-ons (the "Free Add-Ons"). Free Add-Ons are each subject to their own licensing restrictions and requirements. Netia provides these solely as a courtesy and Netia does not provide any warranty or support for these tools. In addition, by installing these tools, Customer agrees that it is Customer's sole responsibility to update or upgrade each of these Free Add-Ons to the most recent version provided (except for courtesy Updates as described below). Netia is not responsible for any damage as a result of Customer's installation of these Free Add-Ons or Customer's failure to update or upgrade Free Add-Ons.

Netia may use a third-party tool to allow you to install and upgrade your Hosting Add-Ons. If utilized, this tool is subject to its own Terms of Service, available here: <http://www.simplescripts.com/host/tos>. By using this tool, you agree to these terms in addition to Netia's Terms and Conditions.

Hosting Add-Ons may be updated, modified for error and security fixes, or upgraded by Netia or the Third Party Provider with no notice to Customer ("Updates"). Unless Netia, under its sole discretion, provides courtesy Updates for Free Add-Ons, Customer agrees to run any Updates provided for Customer's installed Free Add-Ons. In addition, all Hosting Add-Ons may be discontinued as set forth at Netia's sole discretion at any time. Customer agrees that neither Netia nor the Third Party Provider shall have any liability for any inconvenience or any other potential or actual damage to Customer as a result, directly or indirectly, of these Updates or discontinuation.

2. *Netia's Shared Business Hosting Services.* "Shared Business Hosting Services" include the Basic, Enhanced, and Premium Hosting Plans for Unix and Windows and the Premium Hosting Plan for LinuxShared64. Netia's Shared Business Hosting Services are for reasonable, legitimate web-hosting and e-mail hosting purposes deemed suitable for a shared server environment ("Legitimate Web-Hosting Purposes") only. Using Netia's Shared Business Hosting Services for uses other than Legitimate Web-Hosting Purposes ("Non-Legitimate Web-Hosting Purposes") is prohibited. Customer agrees that whether Customer's usage constitutes Legitimate or Non-Legitimate Web-Hosting Purposes shall be determined solely at Netia's discretion. If Netia, in its sole discretion, determines that a Customer is using Netia's Shared Hosting Services for Non-Legitimate Web-Hosting Purposes, Netia may suspend, disable, limit, or terminate Customer's account without notice, which suspension, disablement, limitation, or termination shall not relieve Customer of its obligation to pay all applicable fees for the Services.

Legitimate Web-Hosting Purposes may include, but are not limited to reasonable standards based on average use by a typical customer at the applicable plan level and may include maintenance of:

- E-mail
- HTML Files
- XML Files
- Imbedded images such as JPEG or GIF, etc.
- Scripts such as PERL or PHP, etc.

Non-Legitimate Web-Hosting Purposes may include, but are not limited to:

- Maintenance of multimedia files for streaming video or audio in excess of 5 GB
  - Online storage
  - Data backups or archives
3. *Netia's VPS Products.* "VPS Products" include FreeBSD VPS v3 (Starter, Basic, Pro, ProPlus), Linux VPS (Starter, Basic, Pro, ProPlus), Linux VPS Core (Starter, Value, Enhanced, and Premium), and cPanel VPS (Value, Enhanced, and Premium) plans. Netia will initially configure the Virtual Private Server or "VPS"

Products for use. After the VPS Product configured, you will be solely responsible for all VPS Product content and the management thereof, including any backup.

4. *Netia's Cloud<sup>n</sup>® Products.* "Cloud<sup>n</sup>® Products" include the Cloud<sup>n</sup> Virtual Machines (Cloud<sup>n</sup> Starter, Cloud<sup>n</sup> 2, Cloud<sup>n</sup> 4, Cloud<sup>n</sup> 8, Cloud<sup>n</sup> 16) and the Cloud<sup>n</sup> Plans (Cloud<sup>n</sup> vQ, Cloud<sup>n</sup> v1, Cloud<sup>n</sup> v2, Cloud<sup>n</sup> v4, and Cloud<sup>n</sup> v8) plans and their associated services. Netia does not provide initial configurations of the Cloud<sup>n</sup>® Products. Customers have the option of using Operating System (the "OS") templates provided by Netia or installing their own OS. Whether you choose to use one of Netia's OS templates or to install your own, you will be solely responsible for the selection and deployment of an Operating System template (the "OS Template") on your Cloud<sup>n</sup>® account, any updates or maintenance necessary for that OS Template, any content published and the management thereof, including any backup. Netia does not supply any support for the OS Template that the customer chooses to deploy. If you choose to use an OS Template provided by Netia, you are required to abide by the terms and conditions of the applicable OS manufacturer.

*NOTE:* If you choose to install a Microsoft Windows OS Template, you may be required to register with Microsoft directly. Instructions will be included in the "New Account Notification" email.

In addition, certain Cloud<sup>n</sup> services are add-ons to the Cloud<sup>n</sup> plan you have chosen and will incur an additional fee.

## II. DNR Services

1. *DNR Services.* Netia has selected the following third party accredited registrars to provide domain name registration services ("DNR Services") to Customers: Melbourne IT Limited ("MelbIT") and Tucows ("Tucows") and, collectively, these are "Third-Party Registrars". Netia will select, at its sole discretion, which Third-Party Registrar to use at the time of purchase. In addition, Netia will select, at its sole discretion, which Third-Party Registrar to use at the time of any renewal. This means that your Third-Party Registrar may change from renewal period to renewal period. Customer agrees that the following terms relating to domain name registration services constitute an agreement not only between Customer and Netia, but also directly between Customer and MelbIT or Tucows as applicable. The term "register" or "registration," as used in this Agreement, shall be read to include any initial registration, renewal or transfer of a domain name. The terms "you," "your," and "registrant" shall be read to mean "Customer."
2. *Terms and Conditions of Third-Party Registrars.* In addition to the General Terms in Part A and B and the DNR Services terms contained herein, Netia is required by our Third-Party Registrars to provide Customers with additional Third-Party Registrar Terms and Conditions. Customer agrees to be bound by the Third-Party Registrars' Terms and Conditions as selected by Netia. Links to the Third-Party Registrar Terms and Conditions are below. Customer can ascertain which Third-



Party Registrar's Terms apply to them by searching for their domain on <http://www.whois.net> after purchase.

The Third-Party Registrars' Terms and Conditions of Service:

- MelbIT: <http://www.melbourneit.com.au/policies/gtldtermcond.php3>
- Tucows: <http://www.opensrs.com/docs/contracts/exhibita.htm>

ICANN provides a document laying out your Registrant Rights and Responsibilities here:

- <http://www.icann.org/en/resources/registrars/registrant-rights/benefits>

ICANN also provides a site for registrant education here:

- <http://www.icann.org/en/resources/registrars/registrant-rights/educational>

Certain types of domain names have additional requirements, such as citizenship or a business presence in a specific country or a specific business purpose. In the case of any special requirements, you agree to certify that you have met those requirements if you choose to purchase that domain name. Failure to meet these requirements may result in the termination or suspension of the Services and the forfeiture of the applicable domain name.

3. *Terms and Conditions for Premium Domain Names.* Premium Domain Name purchases are non-refundable. In addition to the General Terms and the DNR Services Terms (including the Third-Party Registrars' Terms and Conditions) contained herein, Netia is required by our Third-Party Registrars to have Customers who purchase Premium Domain Names agree to be bound by the following additional Terms and Conditions (the "Premium Terms and Conditions").

The Premium Terms and Conditions of Service:

4. *Acceptance of Registration Applications.* Netia and the Third-Party Registrars reserve the right to reject any domain name registration application for any reason. Customer agrees that neither Netia nor the Third-Party Registrars shall be liable for any loss or damage that may result from such rejection. All fees are non-refundable, in whole or part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. Netia reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered until Netia receives actual payment of the initial registration fee, and has confirmed Customer's

registration in an email from Netia to the email address for the Administrative Contact indicated in Customer's registration application and/or or file.

5. *Representations and Warranties.* Customer represents and warrants that (i) neither the registration of the domain name nor the manner in which it is directly or indirectly used shall not infringe the legal rights of any third party; (ii) all information provided in connection with any domain name registration is and shall remain accurate; and (iii) that Customer's registration and use of domain names will at all times be consistent with all applicable laws.
6. *Fees and Payment.* Customer agrees that all payment obligations relating to any domain name registration are exclusively between Customer and Netia, including all costs and fees for moving or transferring such domain name. The Third Party Registrars shall not be liable for any refund or other payment to Customer in connection with the provision of registration services.
7. *Renewal Fees.* Solely as a courtesy, Netia will attempt to notify Customer by e-mail to the current account contact when renewal fees are due. Renewal fees are based on the most current set of fees and may not be the same as your original registration fee. A list of the most current renewal fees is available on the Portal or the Website, as applicable. Netia will attempt to renew Customer's domain name for Customer using the courtesy automated renewal system provided that the following conditions are met: (1) that Customer's credit card is available and up to date, and (2) that Customer has provided up-to-date contact information in the Netia Portal, unless Customer instructs Netia otherwise within the time specified in the renewal notice sent by Netia. Any failure for Netia to renew the domain name registration shall be at Customer's sole risk. Failure of Customer to respond to notification e-mails sent either by Netia or the Third-Party Registrars to Customer's current account or WHOIS contact information by calling Netia's Domain Services department may result in the domain name failing to renew. Netia's automated renewal system is a courtesy only, and Netia does not guarantee the success of any automated or manual renewal attempt. It is Customer's responsibility to confirm that renewal has completed, and contact Netia in order to manually complete a renewal should it fail for any reason. Failure to promptly contact Netia in order to manually complete a renewal may result in the expiration of your domain name. Any such failure shall be at Customer's sole risk.

In the event of a chargeback by a credit card company (or similar action by another payment provider allowed by Netia) in connection with the payments of the registration fees or renewal for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to Netia as the paying entity for that registration to the registry and that Netia reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Netia will reinstate Customer's domain name registration solely at Netia's discretion, and subject to the domain name's availability, Netia's receipt of the initial registration or renewal fee, and Netia's then-current reinstatement fee.

8. *Required Information.* As part of the registration process, Customer will be required to provide certain information, including without limitation contact information such as Customer's full name, postal address, email address, telephone number and fax number, if available ("Required Information"). Customer agrees to update this information promptly as needed to keep it current, complete and accurate, and to add such additional information as Netia or the Third-Party Registrars may reasonably require from time to time. Customer may access Customer's Required Information and/or domain name registration information to review, modify or update such information through the domain name management tools Netia provides on Customer's Portal. CUSTOMER AGREES THAT CUSTOMER'S WILLFUL PROVISION OF INACCURATE OR UNRELIABLE INFORMATION, WILLFUL FAILURE PROMPTLY TO UPDATE INFORMATION PROVIDED TO NETIA OR THIRD-PARTY REGISTRARS OR FAILURE TO RESPOND FOR MORE THAN FIFTEEN (15) CALENDAR DAYS TO INQUIRIES CONCERNING THE ACCURACY OF CONTACT DETAILS ASSOCIATED WITH ANY REGISTRATION SHALL CONSTITUTE A MATERIAL BREACH JUSTIFYING CANCELLATION OF SUCH REGISTRATION.
9. *Use of Personal Information.* Customer agrees and acknowledges that the Third-Party Registrars and Netia will share Required Information with each other, with the Internet Corporation for Assigned Names and Numbers ("ICANN"), with registry administrator(s), and with other third parties as ICANN and applicable laws and/or policies may require or permit. Customer further agrees and acknowledges that Netia and/or the Third-Party Registrars shall be permitted (and in some cases may be required) to make the Required Information publicly available, or directly available to third party vendors, for purposes of inspection (such as through WHOIS service), targeted marketing or other purposes as required or permitted by ICANN and applicable laws and/or policies. Customer hereby elects not to have Required Information concerning its domain name registration available in a bulk access database.

Each of Netia and the Third-Party Registrars agree that it will not process data about any identified or identifiable natural person that it obtains from Customer in a way incompatible with the purposes and other limitations described in this agreement, and will take reasonable precautions to protect the information it obtains from Customer from loss, misuse, unauthorized access or disclosure, alteration or destruction.

10. *ICANN Mandated Verification:* ICANN requires registrars to verify your contact information (the "Verification Process"). If you are registering or transferring a domain name or making changes to your contact information, you will receive an email from the applicable Third-Party Registrar to confirm your name, address, email address and phone number. You must enter these correctly on the screen or form where you provide this information to Netia, in order to receive this confirmation email. This confirmation email will contain a verification link. You will need to complete the verification by clicking on this link and following all

instructions correctly within 15 days of the date the e-mail was sent by the Third-Party Registrar. If you fail to complete the Verification Process, the domain name will be suspended and your associated services such as website or email will stop working through this domain name. You will need to contact customer service and have the information corrected and the Verification Process completed in order to reactivate the domain. You will only receive one notification if you register multiple domains at the same time with the same registrar and account but use the same contact information. Neither Netia nor the Third-Party Registrars are liable for any disruption to your services in the event that you fail to complete the Verification Process.

11. *Third Party Information.* In the event that Customer provides information about a third party in the course of any registration, Customer hereby represents and warrants that Customer has (i) provided notice to that third party of the disclosure and use of the party's information, (ii) obtained that third party's express consent to the disclosure and use of that party's information as set forth herein, and (iii) notified that third party of the Verification Process. If Customer is registering a domain name for someone else (the aforementioned third party), Customer represents and warrants that Customer has the authority to bind that person as a principal to all terms and conditions herein, including the Third-Party Registrar's Dispute Policy. Customer agrees to indemnify Netia from any claims from the third party, including any disruption in services due to failing to complete the Verification Process. If Customer licenses or otherwise permits third parties to use the domain name, Customer will remain the responsible contracting party hereunder and the domain name holder of record, and will be responsible for all obligations under this agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both Customer's own full contact information and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration.
12. *Changing Registrars.* Under governing ICANN policies, domain name registrations may not be transferred to another registrar within sixty (60) days of initial registration. In addition, a transfer of a domain name registration to another registrar will be subject to the applicable registry's transfer policies.
13. *Change of Ownership.* If Customer wishes to transfer any domain name to another person or entity, Customer may request ownership transfer services by requesting a domain name ownership. Customer acknowledges and agrees that as a condition of any such transfer of ownership, the entity to which the domain name is transferred shall agree to be bound by all terms and conditions herein, the Dispute Policy and its accompanying rules and procedures, and all then-current Third-Party Registrars, ICANN, or Netia policies relating to domain name registration, including payment of fees for the domain name registration for a term of at least one year and other fees assessed by Netia.
14. *Breach and Revocation.* Each of Netia and the Third-Party Registrars reserves the right to suspend, cancel, transfer or modify any domain name registration immediately: (i) in the event Customer breaches any provision of this Agreement (including the Dispute Policy); (ii) as required or permitted by the Dispute Policy

or any ICANN or registry policy or procedure; (iii) to correct any errors by the Third-Party Registrars, or any other registrar or the registry administrator; (iv) in order to resolve disputes concerning the domain name; or (v) in response to an order from a court of competent jurisdiction, or arbitration award.

15. *Domain Name Registrar Transfers.* If Customer is transferring a domain name from a different domain name registrar of record to Netia and the Third-Party Registrars, the following terms shall apply: In making the transfer request, Customer represents and warrants that: (i) Customer is the rightful holder of the registration for the domain name(s) to be transferred; (ii) Customer is not in default with respect to any obligations owed to the current registrar of record; (iii) Customer is not the subject of any pending bankruptcy proceeding; (iv) the domain name(s) are not currently the subject of any dispute or collection effort, including any attachment, levy, lien, garnishment, escrow or other proceedings; (v) Customer is legally authorized to request the transfer; and (vi) more than 60 days have passed since the domain name(s) was registered, transferred to a new registrar, or renewed. Customer agrees that neither Netia nor the Third-Party Registrars will have any responsibility for any obligations owed to the current registrar of record for the domain name(s) transferred, and Customer will be responsible for any costs that Netia or the Third-Party Registrars may incur in resolving any claims brought by any third party (including the current registrar of record) relating to this transfer. Subject to the disclaimer of liability below, Customer hereby authorizes Netia and the Third-Party Registrars to take all actions reasonably necessary to transfer the domain name(s), including contacting the current registrar of record and the registry.
16. *Domain Name Search Process.* Netia endeavors to make the domain name availability search process reliable; however, Netia does not guarantee availability of domain names or the accuracy or security of the WHOIS system. The registration process is not complete until the domain name requested by Customer has been registered in Customer's name with the appropriate registry. Because there are delays in the actual registration of a domain name with the appropriate registry, Netia is not responsible if domain names requested by Customer are actually registered to third parties. Customer acknowledges and agrees that registration of the domain name is not complete until Customer receives the final confirmation e-mail from Netia.
17. *Disclaimer of Liability.* To the extent permitted by law, Customer agrees that neither Netia nor the Third-Party Registrars, nor any of their respective suppliers or service providers, has any liability to Customer for any loss Customer may incur in connection with the processing of any registration or the transfer thereof to another registrar, or the processing of any authorized modification to the domain name's record during the covered period, or the failure by the Customer's agent to pay either the registration fee or renewal fee, or the failure by the Customer or Customer's agent to keep the account contact current and respond promptly to any notification, or as a result of the application of the provisions of the Third-Party Registrar's Dispute Policy.

### III. McAfee Total Protection Services

This Section contains additional terms and conditions that, together with the General Terms, govern Customer's purchase and use of the TP Services (as defined below), if any, that have been ordered by Customer on the applicable Service Order.

*Total Protection Services.* Netia has partnered with a third party provider, McAfee Ireland Holdings Limited ("ML") to provide desktop total protection services (the "TP Services"). Customer acknowledges and agrees that it shall comply with the following terms, in addition to the terms found at <http://www.mcafee.com/us/resources/legal/end-user-license-agreements-en-us.pdf> and any such other terms as provided to Customer by McAfee as part of the provisioning and/or setup of the TP Services including, without limitation, the rules, regulations, and support terms for the TP Services.

*Intellectual Property Ownership.* ML and its licensors own all right, title and interest to the ML intellectual property, the ML Business Applications, any modifications thereto, and any modifications, ideas, or recommendations provided by Customer. This Agreement does not convey or transfer any ownership rights in the TP Services or ML intellectual property. The ML and TP Services name, logo, and trade names are trademarks of ML and no right is granted to use them.

#### IV. Microsoft Exchange & Microsoft SharePoint Services

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Microsoft Exchange Services and Microsoft SharePoint Services (collectively referred to as "Microsoft Products"), if any, that have been ordered by Customer on the applicable Service Order.

*Microsoft Products.* Netia has partnered with a third-party provider to provide you with Hosted Exchange, Hosted SharePoint, and other Application Services as defined by the plan or plans purchased by you from Netia. Features available in the Hosted Exchange offering include: Mailboxes; Public folders; Distribution lists; Contacts; Multiple inbound domain; Global address list; Offline address list. Customer agrees that the following terms, relating to the Microsoft Exchange services constitute an agreement between Customer and Netia. By agreeing to these terms and conditions, Customer also agrees to abide by the licensing terms provided in [Microsoft\\_Software\\_Conditions.pdf](#).

*Intellectual Property Ownership.* Microsoft and its licensors own all right, title and interest to the Microsoft Products intellectual property, the Microsoft Products, any modifications thereto, and any modifications, ideas, or recommendations provided by Customer. This Agreement does not convey or transfer any ownership rights in the Service, Microsoft Products or Microsoft Products intellectual property. The Microsoft name, logo, and trade names are trademarks of Microsoft and no right is granted to use them.

#### V. Accrisoft Business Applications Services

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Accrisoft Business Applications Suite of Services, if any, that have been ordered by Customer on the applicable Service Order.

The Accrisoft Business Applications Suite of Services. Netia has partnered with a third party provider, Accrisoft Corporation ("Accrisoft"), to provide you with one or more of the following services, as defined by the plan or plans purchased by you from Netia: Accrisoft E-Storefront, Accrisoft E-Billing & Invoicing, Accrisoft E-Mail Marketing, Accrisoft E-Membership Management ("Accrisoft Business Applications"). Customer agrees that the following terms, relating to the Accrisoft Business Applications constitute an agreement between Customer and Netia. By agreeing to these terms and conditions, Customer also agrees to abide by the Accrisoft End User License, provided in [Accrisoft\\_Agreement.pdf](#)

*Intellectual Property Ownership.* Accrisoft and its licensors own all right, title and interest to the Accrisoft intellectual property, the Accrisoft Business Applications, any modifications thereto, and any modifications, ideas, or recommendations provided by Customer. This Agreement does not convey or transfer any ownership rights in the Service, Accrisoft Business Applications or Accrisoft intellectual property. The Accrisoft name, logo, and trade names are trademarks of Accrisoft and no right is granted to use them.

#### VI. NetiaMail™ powered by Zimbra®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of NetiaMail services, if any, that have been ordered by Customer on the applicable Service Order.

*NetiaMail.* Netia has partnered with a third-party provider to provide you with "NetiaMail" which is a professional grade collaborative and messaging solution. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the licensing terms of the Zimbra End User License Agreement provided at <http://www.zimbra.com/license/zimbra-public-eula-2-4.html>.

If you are a reseller of Netia's Services and you are reselling NetiaMail, you are subject to additional Terms & Conditions. Please log into your Netia portal to access those.

*Intellectual Property Ownership.* VMware and its licensors own all right, title and interest to the NetiaMail intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or VMware intellectual property. The Zimbra name, logo, and trade names are trademarks of VMware and no right is granted to use them. The NetiaMail name, logo, and trade name are trademarks of Netia and no right is granted to use them.

#### VII. GoMobi™ Services

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of GoMobi services, if any, that have been ordered by Customer on the applicable Service Order.

*GoMobi.* Netia has partnered with a third-party provider to provide you with "GoMobi" which is a mobile website tool. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the licensing terms of the GoMobi End User License Agreement provided at <http://www.opensrs.com/images/elements/gmenduser.pdf>.

*Intellectual Property Ownership.* Tucows and its licensors own all right, title and interest to the GoMobi intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or GoMobi intellectual property. The GoMobi name, logo, and trade names are trademarks of Tucows and no right is granted to use them.

#### VIII. Video Conferencing Services (*powered by Watchitoo® Playground*) & Watchitoo® Meeting Pro

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of Video Conferencing services, powered by Watchitoo Playground, and Watchitoo Meeting Pro services (collectively the "Watchitoo Services") if any, that have been ordered by Customer on the applicable Service Order.

*Watchitoo Services.* Netia has partnered with a third-party provider, Watchitoo, to provide you with the Watchitoo Services. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the Watchitoo End User License Agreement.

*Intellectual Property Ownership.* Watchitoo and its licensors own all right, title and interest to the Watchitoo intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or Watchitoo intellectual property. The Watchitoo name, logo, and trade names are trademarks of Watchitoo and no right is granted to use them.

#### IX. Design and eCommerce powered by WordPress

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Design and eCommerce services, powered by WordPress, if any, that have been ordered by Customer on the applicable Service Order.

*Design and eCommerce Services.* Netia is using WordPress, an open source solution, to provide you with Design and eCommerce services. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the GPL V. 2.0 provided at <http://www.gnu.org/licenses/gpl-2.0.html>.



*Intellectual Property Ownership.* WordPress and its licensors own all right, title and interest to the WordPress intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or WordPress intellectual property. The WordPress name, logo, and trade names are trademarks of WordPress and no right is granted to use them.

*Customer Input, Responses:* Netia is not liable for delay in the completion of your Design and eCommerce websites caused by your failure to:

- Respond promptly to requests, queries, and questions;
- Keep all of your contact information up-to-date;
- Complete and submit information to Netia through the designated data collection process;
- Confirm and participate in material review and discovery meeting with Netia;
- Submit content for all pages in full and in compliance with Netia's AUP;
- Provide all images with proper licensing;
- Provide your logo;
- Provide your website goals and objectives and review them with Netia; or
- Provide any additional information, materials, and documents requested by Netia.

*SEO:* Search engine optimization ("SEO") is not part of the Design and eCommerce Services. SEO is available as a part of your hosting package (the SEO Tools suite, above). Please review those terms for details.

*Use of Website:* Any "stock" images are provided through a service license from Netia's licensors. The licenses for these images are valid on Netia hosting plans only. The use of these images outside of Netia's hosting plans is strictly prohibited. Furthermore, Netia does not guarantee that the website will work if transferred elsewhere.

Netia does not guarantee that the website will display properly on all platforms, operating systems, browsers, mobile devices, or other applicable software or hardware.

#### X. Live Chat powered by LiveChime™

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of Live Chat services, powered by LiveChime, if any, that have been ordered by Customer on the applicable Service Order.

Live Chat Services. Netia has partnered with a third-party provider, LiveChime, to provide you with "Live Chat Services" which are powered by LiveChime. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the LiveChime End User License Agreement provided at <http://www.livechime.com/Terms.aspx>.

**Intellectual Property Ownership.** LiveChime and its licensors own all right, title and interest to the LiveChime intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or LiveChime intellectual property. The LiveChime name, logo, and trade names are trademarks of LiveChime and no right is granted to use them.

XI. Email Marketing powered by Vertical Response

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of Email Marketing Services, powered by Vertical Response, if any, that have been ordered by Customer on the applicable Service Order.

**Email Marketing Services.** Netia has partnered with a third-party provider, Vertical Response, to provide you with "Email Marketing Services." By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the Vertical Response's End User License Agreement provided at <http://www.verticalresponse.com/about/policy-and-terms/>.

**Intellectual Property Ownership.** Vertical Response and its licensors own all right, title and interest to the Vertical Response intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or Vertical Response intellectual property. The Vertical Response name, logo, and trade names are trademarks of Vertical Response and no right is granted to use them.

XII. Direct Marketing & SocialHQ powered by XpressDocs®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Direct Marketing and SocialHQ services, powered by XpressDocs, if any, that have been ordered by Customer on the applicable Service Order.

**Direct Marketing & SocialHQ Services.** Netia has partnered with a third-party provider, XpressDocs, to provide you with the "Direct Marketing Services" and the "SocialHQ Services." By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the XpressDocs End User License Agreement.

**Intellectual Property Ownership.** XpressDocs and its licensors own all right, title and interest to the XpressDocs intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or XpressDocs intellectual property. The XpressDocs and SocialHQ names, logos, and trade names are trademarks of XpressDocs and no right is granted to use them.

XIII. NetiaBizSuite 360™

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of NetiaBizSuite 360 services, if any, that have been ordered by Customer on the applicable Service Order. The NetiaBizSuite 360 services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *User Subscriptions.* User subscriptions are for designated users and should not be shared or used by more than one user. You can create new users by creating new employees in NetiaBizSuite 360. Consult the Getting started-guide and other relevant sources to understand more about this.
1. *Usage Limitations.* Services may be subject to other limitations, such as, but not limited to, limits on disk space, API load, Page views, etc.
2. *NetiaBizSuite 360 Service Users.* You agree to allow access only to your employees (including yourself) to your firm NetiaBizSuite 360. You shall not give access to the service to any third party representative. You are not allowed to provide any service based on the Service without a prior written permission from us. If you are a data aggregator, you are not allowed to use NetiaBizSuite 360 on another user's behalf, even if that user provides their credentials to you.
3. *Community Ratings.* In the NetiaBizSuite 360 community, participants may rate or comment about products, services and service providers. These ratings are not reflective of Netia's opinions about them and cannot be construed as either our recommendation to use or not use a particular product or service or provider.
4. *User Generated Content.* You are solely responsible for the photos, profiles (including your name and image), messages, notes, text, information, advertisements, listings, and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Website, or transmit to or share with other users. You may not post, transmit, or share content on the Service that you did not create or that you do not have permission to post or that otherwise violates Netia's AUP. You understand and agree that we may, but are not obligated to, review the Service and may delete or remove (without notice) any content in our sole discretion, for any reason or no reason that in our sole judgment violates this Agreement or the AUP. You are solely responsible at your sole cost and expense for creating backup copies and replacing any content you transmit to, post, or store on the Service. As between us and you, you own all rights, title and interest in and to all of your data. Notwithstanding this unconditional ownership, if NetiaBizSuite 360 is not used by you for more than 180 days consecutively, we may decide to delete your NetiaBizSuite 360 data.
5. *Articles.* All articles — whether promoting NetiaBizSuite 360 usage or general business advice — are provided on an "as is" basis. Netia does not make any warranties — expressed or implied — by publishing these articles on our site.
6. *Intellectual Property Ownership.* Netia and its licensors own all right, title and interest to Netia intellectual property. This Agreement does not convey or transfer any ownership rights in the Service or Netia's intellectual property. The

NetiaBizSuite 360 names, logos, and trade names are trademarks of Netia and no right is granted to use them.

XIV. StopTheHacker®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of StopTheHacker® ("STH") Services, if any, that have been ordered by Customer on the applicable Service Order. The StopTheHacker services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

**STH Services.** Netia has partnered with a third-party provider, StopTheHacker, to provide you with "STH Services." By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the STH End User Terms and Conditions provided at <http://www.stopthehacker.com/terms-and-conditions/>.

0. *Access to the Services.* The Services are non-transferable by Customer (whether by assignment, sublease or otherwise) and shall terminate upon termination of the Agreement between the Netia and STH. Use of the Products by Customer is expressly limited to its internal operations, and the STH Services may not be used to provide services to other parties.
1. *Intellectual Property of STH.* Disclosure by the Customer of any materials embodying any intellectual property of STH, in any medium, to any person or entity, for any purpose, other than the expressly permitted uses of the STH Services, is prohibited. Customer covenants to safeguard all copies of such materials against unauthorized disclosure and to take steps to ensure that Customer's obligations and restrictions under this Agreement are not violated by any employee or agent of Customer.
2. *Warranties.* Customer acknowledges and agrees that (a) Customer accepts that the Products are received "as is" and "with all faults," in so far as Netia and STH, their respective directors, officers, employees, successors and predecessors, and all successors or predecessors in interest of the Products, including all authors or copyright owners or publishers (together, the "STH Parties"), are concerned, (b) NETIA AND THE STH PARTIES MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, THEIR PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, (c) in addition to the foregoing, in no event may Netia or the STH Parties be liable to Customer or others, as a result of the use of the Products, for money damages in excess of the specific fee paid for the STH Services by such Customer, and (d) Netia and the STH Parties shall have no liability resulting from the use of the Products for any indirect damages, including consequential, incidental or special damages for loss of profit, good will or otherwise, or for exemplary damages.

3. *Third-Party Beneficiary.* The STH Parties are expressly intended to be third-party beneficiaries of this Agreement, to the extent it applies to the STH Services.
4. *Registration Information.* In addition, Customer represents and warrants that, throughout the course of the transactions contemplated by this Agreement, (a) Customer will have the right to provide Netia or any STH Party access to all information that might become available to any of them as a result of the Customer's use of the STH Services (including, without limitation, personally identifiable information, credit card information and information regarding the intellectual property of third parties, "Accessible Information"), (b) Customer will be in compliance with all laws governing the treatment of the Accessible Information, (c) Customer will have obtained all authorizations necessary regarding the Accessible Information, (d) no Accessible Information will be governed by the Health Insurance Portability and Accountability Act, the Sarbanes-Oxley Act or the Gramm-Leach-Bliley Financial Services Act, each as amended from time to time, and (e) no export licenses will be required to allow Netia or any STH Party to access and retain any Accessible Information.
5. *Indemnity.* Customer shall indemnify, defend and hold harmless each of the STH Parties and Netia from and against any and all claims, actions, damages, court or arbitration fees and expenses, costs, attorneys' fees and expenses and other liabilities incurred by any STH Party or Netia and arising out of, directly or indirectly, the acts or omissions of the End User or the breach by Customer of any provision of this Agreement, including any representation or warranty of Customer.
6. *Survivability.* The covenants and contingent obligations of Customer to Netia and the STH Parties hereunder expressly survive the termination of this Agreement for any reason.

XV. NetiaGoSocial™

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of NetiaGoSocial™ Services, if any, that have been ordered by Customer on the applicable Service Order. The NetiaGoSocial services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *Account Requirements.* Only one person may use an account. If you are a company with multiple individuals, each person must have their own login for the NetiaGoSocial Services. A single login may not be shared by multiple people.
1. *Cancellation & Termination.* Upon cancellation, all of the content you have created and posted through the NetiaGoSocial Services will be immediately deleted. This information cannot be recovered once your account is canceled.
2. *Conduct.* You may not overwhelm the Site or Services by using significantly more bandwidth than other customers, which in our sole discretion, degrades the reliability, speed, or operation of the Site, Services or any underlying hardware or software thereof. The Site and Services may not be used in connection with

promoting anything, which in NetiaGoSocial's sole discretion is, harmful, hateful, obscene, or unlawful. You must not use the Site or Services to transmit any worms, viruses or any code of a destructive nature. You must adhere to Netia's AUP at all times. In addition, you may not impersonate any person or entity, including any of our employees, third-party providers, or representatives.

We neither endorse nor assume any liability for any User Content. However, we and our agents have the right in our sole discretion to remove any User Content that, in our judgment, does not comply with these Terms of Service or any other rules of user conduct for the Site or Services, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of User Content.

We claim no intellectual property ownership rights over the material you create, upload to, or post through the Services. While you retain all rights in the User Content, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such materials for any purpose regardless of the form or medium (now known or not currently known) in which it is used, including but not limited to, display through the Services, and display on the Site for the purpose of demonstrating how our Services can be used. You shall be solely responsible to make and retain any copies of the User Content you need for your purposes before your account is terminated.

3. *Co-Registration Rights to User Information.* Many of the Services allow you to gather information from and about users who interact with the Services when they are displayed on your Facebook page. If you choose to gather information from your users through the Services (i.e. through SuggestThis or NetiaGoSocial), you agree that the user information captured through the Services will be co-owned by you and us subject to our respective privacy policies.
4. *Right to Announce Our Relationship.* By subscribing to the NetiaGoSocial Services, you grant us the limited right and license to list and display your name, trademark, and logo in connection with our customer lists and marketing materials in print or on the web to announce that you are using our Services. You may terminate this right and license upon written notice to us once your Account has been terminated.

## XVI. NetiaCloudDrive™

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of NetiaCloudDrive™ Services, if any, that have been ordered by Customer on the applicable Service Order. The NetiaCloudDrive Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *NetiaCloudDrive Services and Intended Use.* The NetiaCloudDrive Services include applications including, but not limited to, document storage and sharing, in addition to other collaboration applications. Together, these NetiaCloudDrive Services are referred to herein as a "Site." After purchasing the Services the individual or the organization identified as the customer in the Site registration process will be assigned a unique URL, and its representatives and users will be "Members." The NetiaCloudDrive Services, all information, products and NetiaCloudDrive Services contained or described in the NetiaCloudDrive Services or any linked websites, and the URL may be accessed and used solely by the Customer to which such URL is assigned and its Members, solely for purposes of establishing and maintaining an online workspace. Netia may terminate the NetiaCloudDrive Services, or your or your Members' access to the NetiaCloudDrive Services as provided the General Terms. In addition, Netia may terminate the NetiaCloudDrive Services if none of your members have logged in for a period of six consecutive months. All changes to the NetiaCloudDrive Services will be subject to these Terms and Conditions.
1. *Establishment of NetiaCloudDrive Services and Administration.* Once you purchase the NetiaCloudDrive Services in the applicable Service Order, you will need to complete the setup of your NetiaCloudDrive hosted Site. The primary account contact is the initial "Manager" for the Site, and exercises certain options to initially determine the level of privacy and security for the Site. In turn, the "Manager" may designate one or more "System Administrators" who may determine which individuals can be a Member of the Site and the level of privileges that Members will possess. Each System Administrator may designate other Members as additional and/or successor System Administrators, and is responsible for confirming that such person(s) accept such responsibility. Upon becoming a System Administrator, a person will be deemed to agree to the obligations of a Manager in addition to any obligations of a System Administrator.
2. *Time of Delivery.* Once setup is completed, you will be provided with the URL, Administrator login and password to NetiaCloudDrive Services. At this time, you can begin creating users and accessing their NetiaCloudDrive Services.
3. *Customer URL, Password Security.* Upon registration, you will select a Site name and Members will each select a password, and you will be assigned a registration code. Netia will use reasonable efforts to assign to you the Site name that it selects. However, you and your Members may not select or use a Site name, and Netia reserves the right to reject or terminate use of a Site name if it has been previously assigned to another customer or if we, in our sole discretion, determines that (a) the Site name is offensive or its use violates applicable law, (b) multiple sites have been registered by you or your Members to avoid purchasing incremental storage space, or simply to reserve site names without the intent to use them, (c) you or your Members have selected or are using a Site name of another party with the intent to impersonate that party, (d) the Site name contains, may interfere or be confused with, violate, exploit, or capitalize on, the name, goodwill, trade name, trademark, registered trademark, service mark, or proprietary or other rights of any party, (e) you or Members or others acting on its

behalf have reserved more than ten Site names or Sites or (f) you, your Members or Administrators, have created multiple "free trial" sites for the purpose of avoiding subscription fees. If Netia rejects or terminates use of a Site name because of a violation or threatened violation of this Section, it may elect, at its sole discretion and without prior notice: to select an alternate Site name, to allow you to promptly select another acceptable Site name, and/or to Terminate as provided in the General Terms. You and your Members are entirely responsible for maintaining the confidentiality of the registration code (if applicable), the passwords, the Site and the information stored on the Site (collectively, the "Site Information"), and all information that you transmit through the NetiaCloudDrive Services, for selecting the Members and their privileges, for any and all usage and activities that occur in connection with the registration code (if applicable), passwords, Site name, Site Information and Site, and for all Site content. You will notify Netia immediately of any known or suspected unauthorized use, activities or disclosure of the Site or any information, or any other breach of security. Netia will not be liable for any failure by you or your Members to comply with this Section or any other provision of these Terms and Conditions. In the event that a dispute arises over the rightful control of any Site, Netia will have no obligation to any party to continue to grant access to the Site except under an order from a court of competent jurisdiction.

4. *Access to Services.* To use the NetiaCloudDrive Services, you and your Members must obtain your own access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access device. You and your Members may access the Services and the Site only by means of the interface provided. Although the NetiaCloudDrive Services and Site are generally accessible worldwide, access may not be available to all persons or in all locations. Netia reserves the right to limit access to the Site or the NetiaCloudDrive Services by any Customer, Member, or person, or from any location.
5. *File Storage. Bandwidth Usage.* Your storage space is currently provided in accordance with the applicable Service Order, and it may be impossible to store some data or information at the Site due to space constraints. You agree that Netia is not responsible or liable for any insufficient storage capacity or the deletion or failure to store data or information. Netia reserves the right to limit the file download and/or bandwidth capacity of any or all Sites, in its sole discretion, if it deems such limitation to be in the best interests of overall operating performance.
6. *Customer and Member Responsibilities.* All Site Information, Personal Information and other information stored, publicly posted or privately transmitted through the NetiaCloudDrive Services by you or your Members, the confidentiality and privacy of all of the same and of the Site, and all uses of the NetiaCloudDrive Services and the Site by you and your Members are your sole responsibility. Without limitation, you, your Manager, and your System Administrator(s) are responsible for monitoring the contents, use of and access to the Site and all such Information, and use of and access thereto by Members who are minors. Without limitation, you agree that you and your Members will use the NetiaCloudDrive Services and the Site only in accordance with these Terms and



Conditions and will not use them to violate the AUP in any way, including or in addition to:

- . upload, store, post, link to, e-mail or otherwise transmit, distribute, publish or disseminate any Site Information, Content or other information (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, objectionable or libelous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any patent, trademark, trade secret, copyright, or other rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, trojan horses, worms, time bombs, cancelbots 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 or circumvent any "copy-protect" devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information;
- a. provide inaccurate, incomplete, outdated or misleading contact information or e-mail addresses, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on the Site or transmitted through the NetiaCloudDrive Services, or impersonate or otherwise misrepresent any affiliation with any person or entity;
- b. modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the NetiaCloudDrive Services, Site name, or any Content, or any products or other services (including software) obtained therefrom, or permit access to the same by any unauthorized person or entity;
- c. interfere with or disrupt any links or click-through URLs provided through the NetiaCloudDrive Services, or servers or networks connected to the NetiaCloudDrive Services, or violate the regulations, policies or procedures of such servers or networks, or interfere with another customer's or Member's use and enjoyment of the NetiaCloudDrive Services;
- d. attempt to gain unauthorized access to the NetiaCloudDrive Services, Content, other Sites, Registration Information, Site Information or Personal Information, or other computer systems, servers or networks connected to the NetiaCloudDrive Services; or
- e. violate (intentionally or unintentionally ) any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any securities exchange of any jurisdiction, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Customers and/or its Members reside, and laws and regulations

regarding online conduct and acceptable content of your and your Members' transmissions, Site and Site Information.

7. *Proprietary Rights.* Any comments, suggestions or ideas or other information submitted to Netia in writing or otherwise to Netia will be the property of Netia and Netia will have all rights therein without any obligation to compensate you or your Members. All Site Information will remain the sole property of you, your Members or any party with rights therein. Any rights not expressly granted herein are reserved. Please see the General Terms for more details.

## XVII. RapidBuilder™

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, as well as the Hosting Services Terms for the applicable Hosting Services plan, govern Customer's purchase and use of RapidBuilder™ Services, if any, that have been ordered by Customer on the applicable Service Order or provided as an add-on to other Netia Services. The RapidBuilder Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *RapidBuilder Services.* RapidBuilder is a do-it-yourself ("DIY") website building tool. It is available as an add-on to Netia Hosting Services, and a valid qualifying Netia Hosting Services plan in good standing is required in order to access the tool. Any website built using the RapidBuilder Services is called a "RapidBuilder Site" for the purposes of this Agreement.
1. *Customer Content.* Netia is not responsible for Customer Content loaded to a RapidBuilder Site by any end user, Customer, or by Netia (such as on Customer's behalf). All information, data, text, messages, links, music sound, photographs, graphics, video, messages, other materials, or media, excluding any RapidBuilder Content, as defined below, ("Customer Content"), loaded to a RapidBuilder Site by any end user, Customer, or any other person (including Netia, such as on Customer's behalf) whether acting on behalf of or as a representative of any of them or not, are at the Customer's sole responsibility. Customer is entirely responsible for all Customer Content that is uploaded, posted or transmitted to or made available in the RapidBuilder Site or by utilizing the Services. Netia is not acquiring any right, title or interest in or to the Customer Content, does not control the Customer Content in the RapidBuilder Site, does not claim ownership on the Customer Content on the RapidBuilder Site and, as such, does not guarantee the accuracy, integrity or quality of such Content. Netia has no responsibility whatsoever to the uploading, saving, backing-up, or lack thereof of the Customer Content on the RapidBuilder Site. Under no circumstances will Netia be liable in any way for any Customer Content or for any loss or damage of any kind to the Customer Content or that is incurred as a result of the use of any Customer Content posted, emailed, transmitted, or otherwise made available via the Services. Customer acknowledges that Netia is not liable for any Customer

Content, including its legality, reliability, appropriateness, originality, and copyright.

2. *No Export.* Customer is prohibited from exporting the RapidBuilder Site, aside from back-ups or transfer of Customer Content. The RapidBuilder Site is not available for migration or export. At the time your rights to access the RapidBuilder Services or the applicable Hosting Services Plan expires, your RapidBuilder Site will also expire. None of the stock images, templates, or other content provided through the RapidBuilder Services ("RapidBuilder Content") is available for use outside of the RapidBuilder Services. RapidBuilder Content is subject to additional Terms and Conditions.
3. *Google Analytics.* Use of the Google® Analytics module is subject to Google terms and conditions of service, available here: <http://www.google.com/intl/en/policies/>. The Google Analytics module is provided solely as a courtesy and is treated as a "Free Add-On" as defined above. Google and its licensors own all right, title and interest to the Google intellectual property. This Agreement does not convey or transfer any ownership rights in the Google intellectual property. The Google name, logo, and trade names are trademarks of Google and no right is granted to use them.

#### XVIII. BaseKit®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of BaseKit® Services, if any, that have been ordered by Customer on the applicable Service Order or provided as an add-on to other Netia Services. The BaseKit Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *BaseKit Services.* Netia has partnered with a third-party provider, BaseKit, to provide you with an all-in-one website builder and hosting platform. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the BaseKit End User License Agreement provided at <http://www.basekit.com/terms-and-conditions/>.
1. *Intellectual Property Ownership.* BaseKit and its licensors own all right, title and interest to the BaseKit intellectual property. This Agreement does not convey or transfer any ownership rights in the Services or BaseKit intellectual property. The BaseKit name, logo, and trade names are trademarks of BaseKit and no right is granted to use them.

#### XIX. GraphicMail

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of GraphicMail Services, if any, that have been ordered by Customer on the applicable Service Order. The GraphicMail Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of

any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *GraphicMail Services and Intended Use.* The GraphicMail Service is a web based software application that offers businesses and web site operators a software application for HTML design, email list management and statistical analysis tools. GraphicMail cannot be used for and does not allow spam. For more detail on spam please see our AUP. By using the GraphicMail Services, you agree to be bound by these terms and conditions.
1. *Restrictions and Responsibilities.* Netia and its licensors reserve all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. You will not contest the validity of any trademarks or other brand features or content during the term of this Agreement, or after the expiration of this Agreement. You acknowledge that Netia and its licensors own all rights, titles and interests in and to GraphicMail including any and all proprietary rights.
2. *Compliance with Laws.* GraphicMail may only be used in compliance with the US CAN-SPAM Act and the European Privacy Directive and all other applicable laws. You may not use third party mailing lists to distribute unsolicited email to any third party. You agree to indemnify and hold harmless Netia and its licensors against any damages, losses, liabilities, settlements, and expenses in connection with any claim or action that arises from an alleged violation of any national or international laws resulting from your illegal use of GraphicMail. Netia and its licensors reserve the right to monitor the newsletters created by you and your use of GraphicMail. Netia and its licensors also reserve the right to remove any content or immediately suspend use of GraphicMail, if it believes that use is: 1) in violation of any national or international laws; 2) constitutes pornography; or 3) is excessively violent or contains harassing content or hate speech; 4) improperly exposes trade secrets or other confidential information of another person; or 5) is otherwise malicious, fraudulent, or may result in retaliation against GraphicMail by offended recipients.
3. *Sending Email.*
  - . GraphicMail will automatically append an "unsubscribe" link to all outgoing email which will allow visitors to remove themselves from your mailing list. Netia may immediately suspend and/or terminate your Services if you make any attempt to remove or disable this link.
  - a. GraphicMail will automatically append a "Powered by GraphicMail™" footer and link to GraphicMail to all outgoing email. Netia may immediately suspend and/or terminate your Services if you make any attempt to remove or disable this footer and link.
  - b. Netia and its licensors will not share information you may upload (such as email addresses, name, contact information, or images) to GraphicMail. Netia and its licensors will not use your customer information for the purpose of sending unsolicited commercial e-mail. Netia and its licensors may use this information and any technical information about your use of

the GraphicMail Services to facilitate your use of GraphicMail or in communications with you.

4. *Termination.*

- . Netia may immediately terminate this Agreement and suspend access to GraphicMail without refund if you are in violation of any of the terms outlined in this Agreement. Netia and its licensors are not liable for any commercial damage to you as a result of its decision to terminate or suspend your GraphicMail account.
- a. Netia reserves the right to delete any account data within 30 days after the date of termination.

XX. NetiaVault™

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of NetiaVault™ Services, if any, that have been ordered by Customer on the applicable Service Order. The NetiaVault Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *Intellectual Property.*

- . Netia and its licensors holds the exclusive right to further develop the NetiaVault Services and place them at the disposal of third parties by means of licenses.
- a. All intellectual property rights, industrial property rights and other rights resulting from all activities carried out by Netia and its licensors, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or a still-to-be-developed Product, resides with Netia and its licensors.
- b. You fully acknowledge that all present and future intellectual property rights, industrial property rights and any other rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future, and the right to apply for, register, or obtain trademarks, design rights, patents or similar rights throughout and in any part of the world in all or any results with regards to the NetiaVault Services at all times shall be and are hereby assigned or will be transferred to Netia and its licensors.
- c. Netia is not required to provide the source code of the Software and/or any other information regarding the development of the Software to you. You are not permitted in any manner, for example by reverse engineering, to attempt to discover the source code. This prohibition is not applicable for source codes which originate from "Open Source" source codes upon which a public license (GPL/LPL) is applicable. It is prohibited for you, directly or indirectly (through a third party), to copy, duplicate, decompile, translate or alter the NetiaVault Services, or any part thereof, in any way, without the explicit prior written approval from Netia.

1. *Security.*

- . In no event can Netia provide new passwords for existing accounts. Keeping and storing the password in a safe manner is at your sole discretion and responsibility.

## XXI. SSL Services

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of any SSL Services, if any, that have been ordered by Customer on the applicable Service Order or provided as an add-on to other Netia Services. SSL Services are provided by a Third-Party Certificate Authority, including, but not limited to one of the following: GlobalSign®, Symantec®, or Comodo®. SSL Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features. The Third Party Certificate Authority has reserved the additional right to terminate the SSL Services for any reason that, in its sole discretion, it considers reasonable.

0. *SSL Services.* Netia has partnered with multiple Third-Party Certificate Authorities to provide you with Secure Socket Layer (SSL) Certificates and other services. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the applicable Third-Party Certificate Authority:
  - **GlobalSign:** <https://www.globalsign.com/repository/>
  - **Symantec, Geotrust, RapidSSL & Thawte:** <http://www.symantec.com/content/en/us/about/media/repository/ssl-subscriber-agreement.pdf>
  - **Comodo:** [http://www.comodo.com/repository/docs/ssl\\_certificate\\_subscriber\\_agreement.pdf](http://www.comodo.com/repository/docs/ssl_certificate_subscriber_agreement.pdf)
1. *Intellectual Property Ownership.* The applicable Third-Party Certificate Authority and its licensors own all right, title and interest to the SSL Services intellectual property. This Agreement does not convey or transfer any ownership rights in the SSL Services or the applicable Third-Party Certificate Authority's intellectual property. The applicable Third-Party Certificate Authority's name, logo, and trade names are trademarks of that Third-Party Certificate Authority or its licensors, as applicable, and no right is granted to use them.

## XXII. ShopSite®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of ShopSite® Services, if any, that have been ordered by Customer on the applicable Service Order or provided as an add-on to other Netia Services. The ShopSite Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *ShopSite Services.* Netia has partnered with a third-party provider, ShopSite, to provide you with Shopping Cart Services. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by ShopSite located at <http://www.shopsite.com/help/license.html>
1. *Intellectual Property Ownership.* ShopSite and its licensors own all right, title and interest to the ShopSite intellectual property. This Agreement does not convey or transfer any ownership rights in the Services or ShopSite intellectual property. The ShopSite name, logo, and trade names are trademarks of ShopSite and no right is granted to use them.

XXIII. Cashie Commerce®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of Cashie Commerce® Services, if any, that have been ordered by Customer on the applicable Service Order or provided as an add-on to other Netia Services. The Cashie Commerce Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *Cashie Commerce Services.* Netia has partnered with a third-party provider, Cashie Commerce, to provide you with shopping cart services. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by Cashie Commerce located at <http://cashiecommerce.com/terms>
1. *Intellectual Property Ownership.* Cashie Commerce and its licensors own all right, title and interest to the Cashie Commerce intellectual property. This Agreement does not convey or transfer any ownership rights in the Services or Cashie Commerce intellectual property. The Cashie Commerce name, logo, and trade names are trademarks of Cashie Commerce and no right is granted to use them.

XXIV. Social Page Builder and Landing Page Builder, powered by KMT Software

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of the Social Page Builder and Landing Page Builder, collectively the KMT Services, if any, that have been ordered by Customer on the applicable Service Order or provided as an add-on to other Netia Services. The KMT Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *KMT Services.* Netia has partnered with a third-party provider, TemplateZone, a KMT software company, to provide you with the KMT Services. By agreeing to

these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by KMT and TemplateZone.

1. *Intellectual Property Ownership.* KMT and its licensors own all right, title and interest to the KMT intellectual property. This Agreement does not convey or transfer any ownership rights in the Services or KMT intellectual property. The KMT name, logo, and trade names are trademarks of KMT and no right is granted to use them.

## XXV. SiteLock®

This Section contains additional terms and conditions that, together with the General Terms in Part A and Part B above, govern Customer's purchase and use of SiteLock® Services, if any, that have been ordered by Customer on the applicable Service Order. The SiteLock Services are made available to you pursuant to this Agreement. Customer agrees that Your acceptance hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Netia regarding future functionality or features.

0. *SiteLock Services.* Netia has partnered with a third-party provider, SiteLock, to provide you with the SiteLock Services. By agreeing to these terms and conditions, Customer also agrees to be bound by and comply with the additional licensing terms provided by the SiteLock End User Terms and Conditions provided at [https://www.sitelock.com/downloads/SiteLock\\_Terms.pdf](https://www.sitelock.com/downloads/SiteLock_Terms.pdf).
1. *Warranties.* Customer acknowledges and agrees that (a) Customer accepts that the Products are received "as is" and "with all faults," in so far as Netia and SiteLock, their respective directors, officers, employees, successors and predecessors, and all successors or predecessors in interest of the Products, including all authors or copyright owners or publishers (together, the "SiteLock Parties"), are concerned, (b) NETIA AND THE SITELOCK PARTIES MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, THEIR PERFORMANCE, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, (c) in addition to the foregoing, in no event may Netia or the SiteLock Parties be liable to Customer or others, as a result of the use of the Products, for money damages in excess of the specific fee paid for the SiteLock Services by such Customer, (d) Netia and the SiteLock Parties shall have no liability resulting from the use of the Products for any indirect damages, including consequential, incidental or special damages for loss of profit, good will or otherwise, or for exemplary damages, and (e) Netia and the SiteLock Parties do not make any warranty that utilizing the SiteLock Services will make the Customer compliant with any law, rules, or regulations that may apply to Customer, including, but not limited to, PCI, GLBA, or HIPAA rules and regulations. Please see Sections A. VII. and B. VI of the General Terms above for additional details.
2. *Intellectual Property Ownership.* SiteLock and its licensors own all right, title and interest to the SiteLock intellectual property. This Agreement does not convey or transfer any ownership rights in the Services or SiteLock intellectual property.



The SiteLock name, logo, and trade names are trademarks of SiteLock and no right is granted to use them.