

This is an Agreement between You - Customer of our Dedicated Server Services, DATACENTER.BG LLC and its partner companies. For the sake of brevity, DATACENTER.BG LLC and its partner companies will be referred to as 'DATACENTER.BG LLC' in this document.

When signing up for a Dedicated server hosting account with DATACENTER.BG LLC, the Customer agrees to abide by the rules and provisions explicated in these Dedicated Terms of Service, as well as all their coherent policies (Order Verification Policy, AUP etc.) mentioned herein.

The Customer of our Services should also be aware that when signing up for a Dedicated server account with DATACENTER.BG LLC, he/or she agrees to position data on our servers and make it accessible to the wide internet public. In this respect, the Customer understands and agrees that it is beyond the power of DATACENTER.BG LLC to restrict any public access to this data and guarantee the security of the Customer's files. The Customer, therefore, is completely in charge of protecting his/her web content on our Dedicated servers and should consider carefully each piece of information before uploading it to his/her newly allocated Dedicated server space. We highly recommend that Customers avoid publishing online personal data that could be abused.

1. SERVICE AGREEMENT; ENTIRE AGREEMENT

DATACENTER.BG LLC shall provide its Services to You - the Customer - under the Terms and Conditions explicated in this Service Agreement. The Agreement is intended to keep the integrity of both DATACENTER.BG LLC and the Customer and to protect both parties from liability. This Service Agreement will be enforced to ensure the speed, power, performance, and reliability of our Services.

The Service Agreement, together with the Order Form, the AUP, and any other policies or agreements mentioned in this document, constitute the whole act of convention between DATACENTER.BG LLC and the Customer.

2. RULES FOR ACTIVATION AND PAYMENT BASIS OF THE DEDICATED SERVER SERVICE

Upon submitting of the online order form, the Customer agrees to abide by our Order Verification Policy and the following provisions:

- 3.** The payment of the Dedicated Server service is set up on a monthly, quarterly, semi-annual, bi-annual or tri-annual basis. The Customer agrees to pay for the required Dedicated server services in advance for each payment term.
- 4.** Non-Payment of the service shall result in a immediate service disconnection. Customers failing to secure payment by the time of the due date will incur service interruption. The data hosted on the Dedicated server will be kept for two weeks (14 days), after that it will be permanently deleted.

5. Setup fees and services with monthly payment terms are non-refundable and does not imply the 30 Day Money Back Guarantee. The Customer agrees to a no-refund policy in advance.

6. SERVICE GUARANTEES

1. SERVICE GUARANTEES

DATACENTER.BG LLC guarantees 99.9% network uptime and server stability. This, however, does not refer to problems stemming from:

2. Server Hardware Breakdown;
3. User error(s) or purposeful interruption(s) of the user service (e.g. if the client shuts his/her own server down, DATACENTER.BG LLC is not responsible for the downtime);
4. Failure due to software that is not explicitly supported by the DATACENTER.BG LLC. If a hardware crash provoked by the Customer consequently happens, DATACENTER.BG LLC is beyond the control and responsibility for the resulting downtime.

For more information, please refer to our Service Level Guarantees.

7. SERVICE ACTIVATION AND CONTINUANCE TIMESCALES

1. SERVICE ACTIVATION

For newly signed up clients - the Services are activated only after our Sales Department gets in touch with the Customer over the phone to verify the payment details (this is required due to the high fraud activity spreading online, and in order to prevent fraudulent account usage). The payment verification procedure is obligatory and if we fail to approve a transaction within 48 hours of the payment submission, the funds will be credited back to the payer and the order will be canceled.

For existing customers - the services for existing Customers, including upgrade services and renewals, are activated immediately after our Sales Department receives the according service payment.

2. CONTINUANCE TIMESCALES

Dedicated Server Accounts - The newly-created Dedicated server accounts with DATACENTER.BG LLC are valid for the time period that the Customers had chosen

when they place their order – 1 month, 3 months, 6 month, 12 months, 24 months or 36 months. They can be renewed for the same or a different period after the initial period has ended and the new period will be added to the official expiration date of the Dedicated server account.

Domain Name Registrations/Transfers - DATACENTER.BG LLC offers for registration/transfer for most TLDs (Top-Level Domains). A domain name can be purchased either at sign up together with the Dedicated server hosting account (at a regular or PROMOTIONAL price) or separately (later on) as an upgrade from the Customer's Dedicated management account. The Customer agrees to abide by DATACENTER.BG LLC's [Domain Name Registration Agreement](#) and Domain Name Dispute Resolution Policy.

8. DATACENTER.BG LLC sends regular reminders about the expiration of the domain name(s) registered through the company, but it is your obligation to keep track of when the registration service(s) will expire. Should you fail to renew a domain name before its expiration date, the domain name will be suspended or canceled.

- 1.** After a domain name's expiration date, there is a period of 15 days, in which the domain name can be renewed. Certain domain name extensions do not have such a period, so leaving a domain name to expire before attempting a renewal is at your own discretion.
- 2.** After the 30-day renewal period has passed, some domain names (as per TLD Registry Policies) enter a so-called Redemption Grace Period. A domain name which has entered a Redemption Grace Period can still be renewed. However, additional fees will be added to the domain's renewal price. You can find the official information regarding the Redemption Grace Period on ICANN's page: <http://www.icann.org/registrars/redemption-proposal-14feb02.htm>. If a Redemption Grace Period is applicable for a specific domain name, it will last between 30 and 42 days.
- 3.** After the Redemption Grace Period (or the renewal period – if RGP is not applicable) has passed, domain name(s) can be: provided to third parties; DATACENTER.BG LLC may choose to auction the domain name(s); DATACENTER.BG LLC may return them in the public registration pool. All of these actions can be carried out at any time and without your consent.

We strongly recommend that Customers renew their domain registrations before their domain names are placed into redemption period. After a domain name transits in redemption period, we are not able to prevent its zone files from being removed from the DNS system, and any web site and associated services will cease working.

We can assist Customers in retrieving their domain names only if the domain names were registered with us. Customers will be charged a REDEMPTION FEE of 150.00 EUR for each domain registration renewal. If the domain name was registered with another registrar, the Customer needs to contact that registrar for more information regarding its retrieving.

9. CANCELLATION, REFUND & MONEY-BACK; CHARGEBACKS

1. CANCELLATIONS

In order to cancel a Dedicated Server account, the Customer must send a support ticket to DATACENTER.BG LLC's Sales Department via his/her account and provide any authentication credentials requested by DATACENTER.BG LLC. Any other form of cancellation request will not be accepted.

2. REFUNDS

The Dedicated Server accounts are set up on a monthly, quarterly, semi-annual, annual, bi-annual and tri-annual prepaid basis. Customers with monthly payment terms may cancel their accounts at any time, however they will not be entitled to a refund for the unused period of the prepaid month, since these services do NOT include Money Back Guarantee. Customers with quarterly, semi-annual, annual, bi-annual and tri-annual payment terms may cancel their accounts at any time within the 30 day Money Back Guarantee period after the payment and receive a full refund. After the 30 Day Money Back Guarantee period clients will NOT be entitled to a refund for the unused period of the prepaid term. Any incentives offered to the Customers upon sign-up will be also canceled.

Domain Name Registrations/Transfers - Domain name registrations/transfers are also treated as non-refundable services and cannot be canceled or refunded after activated upon Customer request. The domain name owner will have access to a domain management account, and will be able to transfer the domain name to another registrar.

3. CHARGEBACKS

Chargebacks are NOT considered as a way of refunding. Any Customer who initiates a credit card chargeback in response to a bill or order placed with DATACENTER.BG LLC will be subject to full investigation.

When signing up for a Dedicated Server hosting account with DATACENTER.BG LLC, the Customer agrees to the terms and conditions explicated in this document (and its coherent policies). Thus, DATACENTER.BG LLC, as well as DATACENTER.BG

LLC's authorized retailers (PayPal, WorldPay, 2CheckOut), will resort to these documents as an evidence for the Customer's agreement, especially in the event that a Customer sends a chargeback inquiry based on points that he/or she first accepted, but is trying now to refute.

If/When a chargeback report is received, the first step of DATACENTER.BG LLC's Customer Care team will be to try to contact the Customer. Meanwhile, the Customer's Dedicated Server account will be suspended (in order to protect our system from fraudulent activity and misuse) and will remain suspended until the reasons for the chargeback have been clarified and decision has been taken for according action.

If the chargeback has occurred due to some misunderstanding, a reverse payment procedure will be initiated with the authorized retailers and eventually the Dedicated Server account will be re-activated.

If the Customer has sent a chargeback request based on groundless arguments (according to DATACENTER.BG LLC's own judgment and these Terms of Service), then a dispute will be started with the authorized retailers in which these Terms of Service and the AUP(Acceptable Use Policy) of DATACENTER.BG LLC will serve as evidence of the Customer's agreement. The retailers then, taking into consideration all provisions in these legal documents, will decide whether the Customer has had sufficient grounds for the chargeback or DATACENTER.BG LLC has the right to a reverse payment.

In case that the chargeback originates from a fraudulent user (end-client) and no reverse payment procedure can be activated, then the respective Dedicated Server account will remain suspended and a 50 EUR fee will be withdrawn from the commission of the reseller (the client of our Free Reseller Program) whose client's account (the end-client) has been the reason for the chargeback (in order to be covered the fees imposed to DATACENTER.BG LLC from our authorized retailers for the claimed unauthorized transaction).

10.HOSTING RESELLER TOOLS

A collection of free reseller tools : a free billing software (ClientExec) and a free domain reseller account is available with each Dedicated Server package. All bonuses are given per customer's request.

11.CUSTOMER RESPONSIBILITIES; ACCOUNT REGISTRATION AND MANAGEMENT

In consideration of their use of the Service, Customers agree to:

- 12.**Provide true, accurate, complete and current information about themselves as prompted by the registration form of the Service. Maintain and promptly update their registration

data to keep it true, accurate, current and complete. If the Customer provides any information that is untrue, inaccurate, not current or incomplete, or DATACENTER.BG LLC has reasonable grounds (at its sole discretion) to suspect that such information is untrue, inaccurate, not current or incomplete, DATACENTER.BG LLC has the right to suspend or terminate the Customer's account and refuse any and all current or future use of the Service (or any portion thereof). If untrue details are used in order to avoid VAT the customer can be held responsible by the respective national tax revenue agency.

13.When introducing any changes to their contact details, Customers are obliged to notify DATACENTER.BG LLC in the course of 10 business days after the changes become valid. The introduction of changes should be done online through the customers' Management Account, not via e-mail.

14.Customers will receive a password and account designation upon completing of the registration process of the Service. Customers are responsible for keeping the confidentiality of their passwords and accounts, and are fully responsible for all activities that occur under that password or account. Customers agree to:

- 1.** immediately notify DATACENTER.BG LLC about any unauthorized use of their password or account or any other breach of security;
- 2.** ensure that they safely exit (log out from) their account at the end of each session.

DATACENTER.BG LLC cannot and will not be liable for any loss or damage of account information arising from Customer's failure to comply with this provision.

15.If a Dedicated Server account is registered with details different than those of the person who paid for the account, and in the case of any dispute, DATACENTER.BG LLC will take the side of the person who paid for the account and shall not provide access to any other person, since - a account owner is and will be considered to be the credit card /PayPal account holder.

16.The client is obliged not to delete DATACENTER.BG LLC's SSH key, which provides root access to the server. The root access will be used by DATACENTER.BG LLC in 2 cases only:

- 1.** When there is a problem with the server and, as a result, certain services do not run properly - DATACENTER.BG LLC may fix it as he sees fit.
- 2.** When there is a report from a third party concerning some sort of abuse, for example, spam, DATACENTER.BG LLC can identify the spammer and suspend him, of which case the client who is in charge of the server will be duly informed. The client, on the other hand, is obliged not to let problems of such

kind happen again, whether or not involving that particular abuser. If there are repeated abuse reports - DATACENTER.BG LLC will charge the client 30 EUR for each report, because the latter is obviously unwilling to assist in terminating the abuse actions on the given server.

The client is also obliged not to terminate the SNMP service activated by DATACENTER.BG LLC to keep track of the used IPs on the server. Upon a termination of the SNMP service -DATACENTER.BG LLC will inform the client and the client will have to reactivate the service in 48 hours. If the client does not cooperate - DATACENTER.BG LLC can suspend the client's access to the server at his own discretion.

17.NO UNLAWFUL OR PROHIBITED USE

1. SERVER USAGE

DATACENTER.BG LLC expressly bans the use of any Dedicated Server hardware or software for trying to illegally access another hosted machine or network. Customers may not attempt to gain unauthorized access to any of DATACENTER.BG LLC's Services, other accounts, computer systems or networks connected to any of DATACENTER.BG LLC's Services, through hacking, password mining or other means of close nature. Customers may not obtain or attempt to obtain any materials or information through any means not intentionally made available by DATACENTER.BG LLC's Services. For more detailed information regarding all prohibited uses of our server network, please closely review next chapter of these Terms and our AUP (Acceptable Use Policy). If you still have inquiries over the matter, feel free to contact any of our Customer Care representatives.

2. HOSTED CONTENT

Server content MUST comply with the parameters stated in this TOS and our Acceptable Use Policy. Web content requirements exclude the publication of illegal content or content considered inappropriate otherwise. If any of DATACENTER.BG LLC's Services are used for the illegal purpose of SPAM or UCE, they will be instantly terminated. Customers are solely responsible for the content of their messages. Using DATACENTER.BG LLC's Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or other) is prohibited. In this light, DATACENTER.BG LLC expressly forbids any breach of National or Local Regulations, including, but not limited to, the transmission of: copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. DATACENTER.BG LLC's Dedicated Servers CANNOT be used for the propagation, distribution, housing, processing, storing, or handling in any way of lewd, obscene, adult or pornographic material, or any

other material which is considered impermissible by DATACENTER.BG LLC's Terms of Service (this document) and the Acceptable Use Policy (AUP).

3. CUSTOMER AGREEMENT

As a condition for Customer use of DATACENTER.BG LLC's Services, you - the Customer, agree that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices, and our Acceptable Use Policy. DATACENTER.BG LLC's Dedicated Servers can be used explicitly and only for legal purposes, and each attempt for taking indecent advantage of the servers, inconsistent with the rules, will be immediately counteracted. DATACENTER.BG LLC reserves the right at any time to disclose any information, as DATACENTER.BG LLC deems necessary, to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove from the Services any information or materials, in whole or in part, in the sole discretion of DATACENTER.BG LLC.

18.E-COMMERCE CUSTOMER WEBSITES

When renting a Dedicated Server for the purpose of creating an e-commerce online store or related e-commerce activities website, the Customer agrees to be fully responsible for the development, operation and maintenance of his/her web site/ online store and e-commerce activities within that website. The Customer is the only one in charge of approving, processing and filling client orders and taking care of client requests or complaints. The Customer is also the only one in charge of the payment or satisfaction of any and all taxes related to his/her web site and online store. The Customer bears the responsibility for ensuring the security and confidentiality of any clients' data (including, without limitation, customer credit card numbers) that he/she may receive in connection with his/her web site or online store.

Each Customer is in charge of all products and services, as well as all contents and materials appearing online, including:

- 19.**the accuracy and relevance of Customer Content, and content and material showcased in the Customer store or on its products;
- 20.**certainty that the Customer Content and content and materials appearing in the Customer store or on its products do not violate or infringe upon the rights of any person;
- 21.**certainty that the Customer Content and the content and materials appearing in the Customer store or on its products are not calumnitous or somehow illegal.

Each Customer guarantees to DATACENTER.BG LLC that he/she owns the right to use the Customer Content and its material, including all text, graphics, sound, music, video, programming, scripts and applets. Each Customer warrants to DATACENTER.BG LLC that the

use, reproduction, propagation and transmission of the Customer Content and any information and materials contained inside do not, and will not:

22.infringe or abuse any copyright, patent, trademark, trade secret or any other proprietary right of a third party;

23.break any criminal law or manifest false advertising, unfair competition, vilification, privacy intrusion; violate a right of publicity or violate any other law or regulation.

Each Customer empowers DATACENTER.BG LLC to reproduce, copy, use and propagate all and any part of the Customer Content for ensuring and operating the Services.

DATACENTER.BG LLC is granted the right to estimate, at its own discretion, the extent to which these operations may be carried out.

24.REFUSAL OF SERVICE

1. SERVICE DENIAL

DATACENTER.BG LLC will thoroughly scrutinize all received orders and decide, to its own discretion, which of them do not comply with the officially stated requirements for use of DATACENTER.BG LLC's Dedicated servers. DATACENTER.BG LLC reserves the right to refuse Service to unlawful parties.

2. SERVICE DISCONTINUANCE

DATACENTER.BG LLC reserves the right to discontinue the Service provision to any subscriber that DATACENTER.BG LLC deems, at its sole discretion, has violated any condition of the Service explicated in this Terms of Service and/or the Acceptable Use Policy.

25.MISCELLANEOUS

1. NOTICES

Notices, including notices concerning breach of this Agreement will be sent either to the e-mail address provided by the Customer at sign up, OR mailed by first class mail to the postal address that the Customer has on file with DATACENTER.BG LLC. In both cases, delivery shall be deemed to have been made seven (7) days after the notice has been sent. Notices from the Customer to DATACENTER.BG LLC should be sent to the address provided on DATACENTER.BG LLC's website.

2. COMPLAINTS PROCEDURE

DATACENTER.BG LLC guarantees highest level of Customer Care service round the clock. If you feel dissatisfied with any aspect of the Service, feel free to make use of our complaints procedure detailed below.

In order to file a complaint, please send us an email to support@datacenter.bg, specifying the nature of the problem you are experiencing. Please, provide as many details about your particular case as possible. The more we know about the situation, the better, prompt and adequate our resolution will be.

Here are our steps of addressing every single complaint:

- 3.** DATACENTER.BG LLC will confirm receipt of your complaint in writing, confirming that the complaint will be addressed without delay.
DATACENTER.BG LLC reserves the right to refuse to investigate a complaint that is obviously frivolous, abusive or offensive.
- 4.** A DATACENTER.BG LLC's Customer Care representative will review your situation, look for an appropriate solution and inform you of the timeframe within which a response should be expected.
- 5.** If DATACENTER.BG LLC's Customer Care representative can't resolve your complaint within the pre-announced period, your complaint will be escalated to a Customer Care manager.
- 6.** If the Customer Care manager can't resolve your complaint, as well, it will be forwarded to the Company Director, who will investigate the case to ensure that all necessary measures have been taken and will respond in writing within two working days, and reply with a solution within five working days.

7. TORTUROUS CONDUCT

Any way of indecent treatment towards a DATACENTER.BG LLC's Customer Care employee will be considered as totally inappropriate and unacceptable. Each Customer is expected to communicate in an utterly polite and professional manner with DATACENTER.BG LLC's employees regarding any request for help or consultation via e-mail, chat, phone or through our Ticket Support System. Each Customer is expected to avoid any form of emotional outburst or inappropriate language, or any other attempt to be undermined the importance of good ethics in communication and human relations. Any act of close nature, or other type of offensive, abusive, disrespectful or condescending behavior - oral, written, or delivered by a second party - to members of DATACENTER.BG LLC's Customer Care staff will be interpreted as a breach of this

TOS. DATACENTER.BG LLC reserves the right to assess at its sole discretion which behavior is to be considered as a violation of the hereby stated rule and agreement, and to undertake according actions.

8. CUSTOMER CARE SERVICE

Technical Support

Due to the specificity of the Service, Customers are fully in charge of the management and maintenance of their Dedicated servers. However, if they need assistance or want to leave this task to our highly-qualified administrators department, they can avail of our Managed Dedicated Servers service. Additional software installation and troubleshooting, which are not included in the Managed Support Package will cost 50 EUR/hour.

Pre-sale and general questions

Customers may use any of the support options listed below:

9. E-mail us using our Contact Us form

10. Open a trouble ticket from the Customer's account.

11. Phone us at:

BG PHONE: +359-889-599-449

US PHONE: +1-4243-544-995

UK PHONE : +44-1223-911-449

26. GENERAL REGULATIONS

1. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Republic of Bulgaria.

2. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or any breach of this Agreement, in excess of 1000.00 EUR will be settled in accordance with the Bulgarian laws by the Sofia City Court.

3. ENFORCEMENT

Failure to enforce any of the provisions of this Agreement shall in no way be considered to be a waiver of these provisions, or to affect in any way the validity of this Agreement.

If one or more of the provisions contained in this Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

4. INDEMNIFICATION

The Customer agrees to indemnify DATACENTER.BG LLC, its management body and employees (each an "Indemnified Party") against any losses, claims, damages, liabilities, penalties, court actions, proceedings or judgments (collectively, "Losses") to which the Indemnified Party may become subject, and out of which Losses arise or relate to this Agreement or the Customer's use of the Services. The Customer agrees to reimburse the Indemnified Party for all legal and other expenses, including any attorney fees paid by the Indemnified Party in connection with investigating, defending or settling any Loss whether or not in connection with pending or threatened litigation in which the Indemnified Party is a party.

5. LIMITATION ON DATACENTER.BG LLC'S LIABILITY

Force Majeure Circumstances - DATACENTER.BG LLC shall not be liable for any failure in the provision of the Services to the Customer resulting, directly or indirectly, from any (i) weather conditions and natural disasters, (ii) actions of any governmental or military authority, (iii) failure caused by telecommunications or Internet provider, or (iv) other force or occurrence beyond its control.

Damages & Losses - DATACENTER.BG LLC shall not be liable for (i) any indirect, incidental, special or consequential damages, OR for any loss of profits or loss of revenues resulting from the use of DATACENTER.BG LLC's Services by the Customer or any third parties, or (ii) any loss of data resulting from delays, non-deliveries or service interruptions.

Service Provision - DATACENTER.BG LLC provides the Services on an "AS IS" basis, without any warranties, including but not limited to, implied warranties, merchantability, or fitness of the Services for any particular purpose. The Customer shall be solely responsible for the selection, use and suitability of the Services, and DATACENTER.BG LLC shall have no liability therefore.

6. ASSIGNMENT

Customers do not have the right to assign this Agreement without the explicit permission of DATACENTER.BG LLC. This Agreement shall be in force and effect to the total benefit of the Customer and DATACENTER.BG LLC and their successors and permitted assigns.

7. REVISIONS

DATACENTER.BG LLC reserves the right to revise this document at any time, without prior notice. Customers are encouraged therefore to periodically review these Dedicated Terms of Service and the Acceptable Use Policy.