MAXIWEBHOSTING – TERMS AND CONDITIONS

1. **Services.**
MaxiWebHosting will provide the hardware, operating system (OS), system software and Internet connectivity as specified on the Company's web site, for the specific plan the customer subscribes to. MaxiWebHosting will provide the customer with the root access password for the assigned server.

2. **Excluded services.**
Custom or third party software installation, software maintenance and troubleshooting, software patches and upgrades, custom scripts.

3. **Fees and payments.**
The setup and first month's fees are billed and due upon the signature of this agreement. Usage fees are billed and due in arrears for the previous month. The date of the subscription is the monthly account anniversary date, unless changed by mutual agreement. In the event of a modification to the date of subscription a one time adjustment equal to the prorated amount for a fractional month will apply. Payments must be received on or before the due date to ensure uninterrupted services. MaxiWebHosting accepts credit cards, checks payments.

4. **Discounts and Promotions.**
Any discount or promotion will become invalid and the amount of the discount becomes due immediately in addition to the regular payments if Customer changes the service plan or the term thereto.

5. **Actions in the event of non-payment.**
Services will not be activated until the initial payment and executed agreement are received by MaxiWebHosting. Thereafter, services will be put on hold if the customer fails to pay by the due date. It is the customer's responsibility to make sure that the Provider receives the payment due by the payment due date. Returned checks or rejected credit cards will cause an immediate disruption to your service. Service will be re-activated only after the Customer cures such breach. A reactivation fee of 50€ may apply. If the customer fails to cure this breach within 7 days, the account will be cancelled (see Cancellations).

6. **Cancellations.**
Customer can cancel at any time for any reason with 30 days notice. If the customer's service is subject to a term commitment the term will accelerate upon cancellation and all fees associated with the entire term commitment will immediately become due in full. Notice must be in writing and must be originated by Customer in person. Please send cancellation requests to billing@maxiwebhosting.com. Provider will remove all data belonging to the Customer from all servers and backup facilities after the cancellation date is confirmed.

7. **Termination.**
MaxiWebHosting reserves the right to terminate this agreement at any time with 30 days advance notice. MaxiWebHosting will terminate this agreement immediately without notice in the event of a breach of the agreement unless there are specific provisions for curing this breach and these provisions are met by the customer.

8. **Amounts due and collections.**
Termination and/or cancellation of the service does not affect the obligation of the customer to pay any and all outstanding balances and does not prevent MaxiWebHosting from using all legally available means of collecting any and all outstanding balances. A late fee of 1.5% per month (or maximum permitted by law) will be added to the balance. MaxiWebHosting reserves the right to charge attorney's fees and collection fees in addition to that.

9. **Disputes.**
All payments to MaxiWebHosting are not refundable. If you dispute a charge you must pay the whole amount to avoid service interruption and billing@maxiwebhosting.com notify about the disputed amount. You will receive a response within 7 business days. Should MaxiWebHosting validate your claim your account will be credited with the validated amount.

10. **Cut-off period for claims.**
All bills are final after 90 days. You will have no right to dispute any amounts after 90 days from the date of each invoice.

11. **Warranties.**
Service is provided "as is" and Provider does not promise and does not guarantee fitness for any particular purpose, nor does Provider guarantee uninterrupted services. Provider does not make any implied or written warranties.

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Agree and Accepted,

_____   _____
Signature   Date

12. Limited liability.

PROVIDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, PHONE BILLS, COMMUNICATION LINES BILLS, LOSS OF PRIVACY, DAMAGES TO THIRD PARTY EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIMS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE. FURTHER, PROVIDER WILL NOT CENSOR ANY CONTENT ON THE INTERNET. IT WILL BE CLIENT'S RESPONSIBILITY FOR THE USAGE OF HIS ACCOUNT AND ANY CONSEQUENCES OF THIS USAGE.

13. Technical Support.

MaxiWebHosting provides 24/7 e-mail support is also available at support@maxiwebhosting.com.com. Live online chat is also available for those customers.

14. Excluded support.

MaxiWebHosting will not support your customers. MaxiWebHosting will not support your software applications. MaxiWebHosting will not provide training to you on how to configure or administer your servers. MaxiWebHosting will not provide support for HTML programming or any other scripting languages.

15. No excuse.

Customer will make sure that he imposes and enforces the same or stricter requirements to his customers (if any) and users. MaxiWebHosting will not excuse customer for violations of the terms herein or the AUP by his customers or users.

16. Anti Spam provisions.

MaxiWebHosting takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or spam over our network. Customers may not use or permit others to use our network to transact in UCE. Customer may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

a) Violation of MaxiWebHosting's anti spam policy will result in penalties. Upon notification of an alleged violation of our spam policy, MaxiWebHosting will initiate an immediate investigation (within 48 hours of notification). During the investigation, MaxiWebHosting may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our spam policy, MaxiWebHosting may, at its sole discretion, restrict, suspend or terminate customer's account. Further, MaxiWebHosting reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. MaxiWebHosting will notify law enforcement officials if the violation is believed to be a criminal offense.

b) First violations of this policy will result in an "Administrative Fee" of 200€ and your account will be reviewed for possible immediate termination. A second violation will result in an"Administrative Fee" of 400€ and immediate termination of your account. Users who violate this policy agree that in addition to these"Administrative" penalties, they will pay "Research Fees" not to exceed 150€ per hour that MaxiWebHosting personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

c) As our Customers are ultimately responsible for the actions of their clients over the MaxiWebHosting network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

d) Anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed.

Agree and Accepted,

_____   _____
Signature   Date

Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

17. Bandwidth usage.

Certain bandwidth is included in the monthly service fee. Any use beyond this amount will be charged as usage. Usage typically is billed at the end of the billing cycle for the preceding period. However MaxiWebHosting does reserves the right to charge deposits at its sole discretion for heavy bandwidth usage. Customer will be notified if MaxiWebHosting resorts to this provision.

18. Indemnification.

Customer shall indemnify, defend by counsel reasonably accepted by MaxiWebHosting, protect and hold MaxiWebHosting and its directors, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to the services.

19. System and Network Security:

Users are prohibited from violating or attempting to violate the security of the MaxiWebHosting Network. Violations of system or network security may result in civil or criminal liability. MaxiWebHosting will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

a) Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

c) Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".

d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

e) Taking any action in order to obtain services to which such User is not entitled.

21. Action by MaxiWebHosting in case of security violation.

MaxiWebHosting reserves the right to act immediately and swiftly in case of security violations. This may include without limitations the immediate disconnection of servers without notice, termination of services, cooperation with law enforcement, etc.

22. Privacy.

MaxiWebHosting will not copy and/or disclose the content of your server(s) to third parties without your permission. MaxiWebHosting will not monitor the content on your servers beyond reasonable maintenance and security. MaxiWebHosting may disclose the content of your server to law enforcement agencies only in accordance with the law.

23. Content.

Customer is solely responsible for the content on the server(s) subject to the services.

24. Contacts.

It is the Customers responsibility to keep their contact information current. Non-receipt of mail due to a change in your contact information that is not reflected in our records is not an excuse for any violation or breach of our terms and conditions.

25. Waiver.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

26. Acceptable Use Policy (AUP).

Use of MaxiWebHosting constitutes acceptance of and agreement to MaxiWebHosting Acceptable Use Policy (AUP). AUP is subject to change from time to time at Provider's sole discretion.

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Agree and Accepted,

_____   _____
Signature   Date