GENERAL TERMS AND CONDITIONS OF SERVICE

Latest Version on May 08 2014

This Agreement is entered into between:

• Albenet Hosting Provider called "albenet" or "albennet.com"

• and any person or corporation, individual or professional, private or public, wishing to receive one or more services from Albenet, and hereinafter called the "Customer".

General Provisions

Definitions

- "We" "Us" or "Provider" or "ALBENNET.COM" .ALBENET.
- "You" "Your" "Client" "Customer" or "Member" - Each person or entity who applies for internet service or is a designate of anyone who applies for internet service.

Disclaimer of Warranty

The Internet and web site hosting relies on a complex network of hardware, software, network services and providers of information. Due to the need for an aggregate of all of these providers and service companies working properly not all services may be available to you at all times.

However, we offer a 99% uptime guarantee. This is valid for only the Albenet servers and our primary co-location internet connection. We shall pursue partnerships with all tier-1 resource and channel available to maintain maximum uptime, however, We are not responsible for any down time caused by any providers hardware or network malfunction which is outside of our capability to directly correct. Our clients are diverse and their web sites and the function of those web sites are diverse and we cannot be held responsible for any service interruption due to client's error, including but not limited to spamming, the target of a DDOS attack, or any other internet or cyber attack.

We MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR

FITNESS FOR A PARTICULAR USE) WITH RESPECT TO THE SERVICES IT PROVIDES. Neither We nor any one else involved in the provision of Service is liable to you or any third-party for direct or indirect damages resulting from the use, non-use of services provided herein, whether or not such damages resulted from the negligence of Albenet, even if we have been advised to the possibility of such damages.

Limitation of Liability

IN NO EVENT SHALL Albenet BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS, EMAIL DATA AND OR DATABASE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE SERVICES (INCLUDING, BUT NOT LIMITED TO, INOPERABILITY OF SERVERS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF Albenet HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Services Provided by Albenet

- **Client Content:**
  Client agrees that web pages and files uploaded to servers will not violate any state, national or foreign laws or regulations; infringe on any intellectual property rights of Albenet or any third party; be defamatory, slanderous or trade libellous; be threatening or harassing; be discriminatory based on gender, race, age; promote hate; or contain viruses or other computer programming defects which result in damage to Albenet or any third party. Customers may not run IRC, bots or clients. Clients may not use our servers for file storage unrelated to the client's web site, storage Space is for active web site file pages only. Our shared hosting account holders may not act as a reseller, which means that clients may not host any web sites in their addon domains that are not domains owned by the client on record at Albenet. You will need to opt-in for our reseller hosting service. Unacceptable uses alsoinclude: Bulk unsolicited emailing, unsolicited e-mailings, newsgroup spamming, child pornography, hardcore pornography or links to such sites, copyrighted MP3, copyrighted music, copyrighted video, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, proxy(ies) and image/file sharing web sites. Albenet will be the sole and final arbiter as to what constitutes a violation of this policy. Albenet does not normally monitor the contents of clients servers, however if suspicion occurs, Albenet reserves the right to investigate and terminate the clients subscription to the service.

- **Excessive Resource User Policy:**
  Resources are defined as bandwidth, memory and/or processor utilization. We offers a shared web hosting service in which environment customers may share resources with other customers, therefore it is imperative that We control any excessive usage by customers so that they do not disrupt the service quality of other customers using the same resources. A website is considered using "Excessive amounts of resources" when it monopolies the resources available using 10% or more of system resources for longer than 60 seconds. There are numerous issues that could cause such problems, including but not limited to: cgi scripts, FTP, HTTP, etc. In the event of excessive resource usage Albenet may act in the following manner: if the excessive usage may cause a disruption of service to any other customer, we may suspend that customers' account prior to notify that customer, Albenet may also contact the excessive usage customer prior to taking any action if we feels that the excessive usage will not interfere with the service of any other customer. Client suspensions prior to notification by us is rare and is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. We will be the sole and final arbiter as to what constitutes a violation of this policy. As to VPS service, your resources are contained in your own box and you should monitor the resources usage.

- **Denial of Service Attacks:**
  In no case may Albenet services be used to conduct an attack on other networks or hosts, in any capacity. Doing so may result in permanent service suspension without refund. If DoS attacks are made against a customer's services, our first priority is to take steps to mitigate the impact to other customers, which may include null routing the affected ip address(es), or otherwise suspending the service being attacked. In the case that an attack does not affect other customers or the network, the service being attacked will normally not be taken offline or suspended. Customers who are the target of frequent or repeated denial of service attacks, if those attacks negatively impact the network or it's customers, may have the services affected by these attacks permanently suspended. Albenet reserves the right to disallow the usage of internet services that are frequent targets of DoS attacks, such as IRC.

- **No SPAM:**
  UCE/UBE or "Spam" originating from a server located on our network or associated with our server is not tolerated. This includes any e-mail that promotes web sites hosted on a server located on the our network but is sent from an e-mail address not associated with that our account. Client shall not use their services for chain letters, junk mail, bulk-email, or any use of distribution lists to any person who has not given specific permission to be included in such a process. We reserves the right to deactivate or terminate any account(s) upon any indication of such activity without notice.

- **Excessive Exploits**
  Albenet allows 3rd party scripts to be uploaded/installed from our auto-installer or manually (those scripts that are/aren't included in the auto-installer) on your web hosting account. It is the responsibility of our web hosting clients to maintain the latest exploit free version of the scripts. If a script that our web hosting clients uploads to our servers is found to have security lapses and allows a third party to "hack", "exploit", "deface" their

site(s) it is the responsibility of our clients to either remove that script or We reserves the right to terminate that clients' account and provide them with a prorated refund.

- **False Information:**
  Customer agrees not to post false or inaccurate information to news groups in violation of the news groups rules and regulations. If any news groups or service provider contact us concerning unethical, false or unlawful activities by you, Albenet reserve the right to suspend or terminate your service with or without notice.

- **Licensed Software Only:**
  Client agrees to use only properly licensed third party software in connection with Client's use of the Services.

- **Data and Backups:**
  Albenet provides the tools needed to create back ups of account data. Albenet also backs up its servers and retains a copy for 168 hours for disaster recovery purposes only. It is the responsibility of the customer to keep up-to-date archives of their backed up data. Albenet does not provide or keep records or copies of our clients web site files for customer use and is not responsible for any loss of data. A nominal fee will be imposed if you require us to retrieve the backup files. No assurance is given in the event that the backup files is corrupted/incomplete/missing.

- **Disputes and Chargebacks**

  The Customer acknowledges that any attempt to dispute or initiate a chargeback with Paypal or their Credit Card issuer will result in a suspension of all services and a fine of $15 will be assessed to the customer's account. A chargeback imposed under false pretenses is considered Fraudulent and will be treated as such.

Payment, Renewal, Cancellations

- **Payment Obligations:**
  Full payment is required in advance before hosting service is established. Albenet sends out invoices that are due every pay period. You are given fifteen (15) days to fully pay the invoice.
  Any credit in your account is not eligible for refund and only can be used to purchase services available at Albenet. Credit does not have expiry date.

  You warrant and represent that the information you supply in the Order Form (or other information that Albenet may require) is accurate and truthful. All payment-due notices will be sent by e-mail. No bills or invoices will be sent by postal mail or fax. If payment was not received by the due-date, your account will be suspended. It is the client's responsibility to ensure that payment is made to Albenet prior to the renewal date and although We send renewal notices to our customers prior to their renewal date, because of the ability for a customer to change their contact email addresses without notifying

Albenet, the customer is ultimately responsible for remembering their renewal date and to make sure payment is made upon the renewal.

- **Cancellation & Refunds:**
  Should you become dissatisfied with our services within the first 30 days of your account activation, Albenet will refund your hosting fee subject to the money back guarantee terms listed in this agreement. Refunds are not available for customers after the 30 days of account activation. **VPS** customer does not eligible for the refund. You may however cancel your account at any time in order to make sure that your account is not renewed via the client are. You will need to contact customer service and verify information before cancellation takes place. You will be charged in full for the entire month in which you cancelled your account. Accounts which have negative balances will be sent to collections and all services will be terminated, including domain registrations.
  Refunds are never available for domain registrations. Domain Names transferred to our service incur an additional year of registration and therefore are considered a domain registration. Other domain extension cost may varies. Domain names of customers which leave our hosting service will be refunded the package price total less the domain registration fee if the customer leaves Albenet hosting service within the 30 day money back guarantee.
  In the event that account has been upgraded, you can choose to downgrade, but no credit will be given.

  In addition refunds are not available for additional services which you may purchase at Albenet for instance a dedicated IP which we may setup for a client for a charge is not refundable.

  Web site files are the responsibility of the Albenet customer and should our customer decide to cancel their service it is the customer's responsibility to make sure that they have backed up & downloaded the web site files and any emails from the Albenet server prior to requesting that Albenet cancels their account. Once the cancelation request has been submitted to Albenet, a cancellation of the web site hosting service may occur anytime after the request is received by us and when a cancelation request is completed the client's hosting account with us and their web site files are permanently removed from the Albenet servers. Therefore again it is the client's obligation to ensure that they have downloaded their web site files and any emails from the server prior to their cancelation request.

99% Service Level Agreement " SLA"

Albenet offers its clients a 99% or more on network uptime guarantee for customer satisfaction purposes and also to ensure that your business is running problem free. Albenet will try to maintain maximum uptime. Albenet is not responsible for any downtime caused by the client.

30-Day Money Back Guarantee

Albenet offers an unconditional 30-day money back guarantee that covers cancellations of a web hosting account made during the first 30 days of service, due to the inability to deliver satisfactory services. This applies for the shared hosting and reseller hosting only.
30-Day Money Back Guarantee does not cover VPS Hosting service . As a part of our strive to achieve industry leading customer satisfaction, the customer will be refunded all hosting charges made to their credit card/bank account minus any setup fees or domain name costs which are non-refundable. The guarantee does not apply to accounts with non-use, misuse, and/or abuse of this agreement. Domain name registrations are also non-refundable.Domain Names transferred to our service incur an additional year of registration and therefore are considered a domain registration. Domain names of customers which leave our hosting service will be refunded the package price total less the domain registration fee if the customer leaves Albenet hosting service within the 30 day money back guarantee. Existing customer who purchase another package is not eligible for 30-Day Money Back guarantee. Any questions regarding the 30-day money back guarantee should be forwarded to support@albennet.com

Albenet Hosting Provider Management