ACCEPTABLE USE POLICY

Company Location:

Hostovita sp. z o.o.

Grunwaldzka 40
Rzeszow 35-203
Poland

HOSTOVITA 's general policy is to act as a provider of Internet presence. HOSTOVITA reserves the right to suspend, cancel or terminate any customer's access to any or all services provided by HOSTOVITA when we decide that the account has been inappropriately used. HOSTOVITA defines what is inappropriate and reserves the right to immediate action to suspend or cancel any account or access when abuse is affecting other customers, and without warning when needed.HOSTOVITA reserves the right to update or change this AUP agreement at its sole discretion, as well as any products/offers published or advertised on our site. To avoid any possible misunderstandings, we encourage you to check the AUP section from time to time for possible changes in our policy.

Service Availability/Excused Performances.

We will do our best to provide qualitative service 24 hours a day, 7 days a week as long as your hosting account is paid-up and you do not abuse our servers. We would like to let you know beforehand that there appear situations when the service becomes partially or completely unreachable. Unfortunately, due to the nature of Internet and web hosting in particular, it is impossible to avoid fortuitous unavailability of service. Hardware/software failures, systematic or unexpected maintenance, network or power supply issues, DDOS attacks and other malicious activities may sometimes occur. In any case, we will always take the necessary precautions in order to avoid or at least minimize possible service interruption/unavailability.

HOSTOVITA shall not be responsible for any delay resulting directly or indirectly from natural disasters such as fire, shortages of facilities, acts of civil or military authority, catastrophes, or any other circumstances beyond HOSTOVITA's reasonable control. In case this happens, the customers will have to make arrangements with HOSTOVITA to defer the service to a mutually agreed date and time.

An outline of Specific Acceptable Use Policies follows below:

1.Content.

All possible services provided by HOSTOVITA may be used for lawful purposes only. The term "lawful" does not include: copyrighted material, materials we judge to be threatening or obscene, pornography or materials protected by trade secret and other statute.

The customer agrees to indemnify and hold HOSTOVITA inculpable from any claims resulting from the use of the service that damages the subscriber or any other party.

Examples of unacceptable materials or links:

Pirated Software

Pornography

Warez sites

Live Chats

IRC Chats

Hate Sites

Unlicenced Mp3 files

Hack Programs, scripts and archives

HOSTOVITA will act as the sole arbiter as to what constitutes a violation of this condition. HOSTOVITA will fully co-operate with the law enforcement in dealing with unlawful activities performed on our network. HOSTOVITA reserves the right to cancel CUSTOMER's account without notice for malicious and repeated violations of our AUP agreement.

2.Unauthorized Use of Credit Cards, Accounts or Computers.

Any unauthorized use of credit cards, accounts or computers by a HOSTOVITA customer, whether or not the attacked account or computer belongs to HOSTOVITA, will result in immediate action against the attacker. Possible actions include warnings, account suspension or cancellation, civil or criminal legal action, depending on the seriousness of the attack. HOSTOVITA will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, carders and so on.

3.Chat Rooms.

We do not allow clients to install their own chat rooms without first having the installation approved by the HOSTOVITA Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option on shared/reseller servers.

4.CGI-based message boards.

We do not allow usage of CGI-based message board scripts (like UBB, UB2K, 360forum, etc.), since such scripts on busy sites cause high CPU and memory loads and at a high load can cause server downtime. Please consider using php based bulleting boards like Vbulleting, phpBB, XMB, Burning board, etc. instead. These php-based and MySQL-based message boards cause much lighter load to the server.

5.Background Running Programs (Processes)

Customer is not allowed to run any background processes on our servers, without first contacting HOSTOVITA Support Team for approval. In case the customer's background processes are overloading HOSTOVITA servers, they will be disabled by HOSTOVITA followed by an e-mail notification or in critical situations, without it. These restrictions are applicable to all hosting packages/plans

HOSTOVITA provides, excluding virtual private servers (VPS) and dedicated servers.

6.IRC.

We currently do not allow IRC or IRC bots to be operated on our servers unless you have a special written permission from a HOSTOVITA system administrator.

7.Resource Usage.

No system in the world has unlimited resources, and we expect you to act responsibly when consuming resources on our system. If you consume unnecessary and excessive resources on our system we may suspend your access at any time without prior notice to correct the situation.

Dedicated IPs are only to be used for SSL-based websites, you must provide a valid SSL certificate in order to receive a dedicated IP.

7.1. Users may not initiate the following on our servers:

– Use 15% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP scripts, HTTP, etc.

– Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

– Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.

– Run any software that interfaces with an IRC (Internet Relay Chat) network.

– Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.

– Participate in any file-sharing/peer-to-peer activities

– Run any gaming servers such as Counter Strike, Half-Life, Battle Field, etc…

– Run cron entries with intervals of less than 15 minutes.

– Run any MySQL queries longer than 15 seconds. MySQL tables should be indexed appropriately.

– When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.com/include.php") use include("include.php")

The use of more than 250,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid over-usage, however databases will still be backed up. Every file (a webpage, image file, email, etc) on your account uses up 1 inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

7.2. We also encourage our customers to use server space more efficiently and link all files to HTML pages. As HOSTOVITA provides web hosting services all our servers are built to provide effective web interaction and server communication; we are not associated with storage hosting and do not allow using servers as a file storage. If a customer is unveiled to use servers for file storage purposes, Customer will be contacted to remove the materials under dispute. HOSTOVITA representatives will try to offer some alternative ways out of this situation, hoping for Customer's cooperation regarding this.

7.3. HOSTOVITA offers various types of web hosting like shared hosting, reseller hosting, VPS hosting, dedicated server hosting, etc. For each product group special hardware and special software is used. CUSTOMER is not allowed to use his hosting account inappropriately, e.g. use a shared hosting account for reselling purposes instead of purchasing a reseller plan.

8. Price change.

HOSTOVITA reserves the right to change the price of any services/plans provided by HOSTOVITA at any time with a 30 days' notification prior to the price changes. Contract pricing customers will not be affected by any price change throughout the contract period.

9. Customer Service/Technical Support.

For any technical questions we encourage you to contact our technical support team via email at support@hostovita.pl or by means of live chat. Sales and pre-sales support is available via support@hostovita.pl as well.

HOSTOVITA offers 24×7 support for sales, billing and technical inquiries. All the requests are handled professionally by the company online operators. The company has the right to set the time limit for a live chat session in case of highly technical inquiries which require further investigation from the side of the company specialists. In such cases operator asks to submit a ticket as it may save time and speed up the process of resolving the issue. Whenever contacting online staff, customer should provide all account details. Queries with the login information provided will be answered before others.

10. Back-up.

As the servers are connected to the Internet constantly, the server content is vulnerable to hacker attacks, viruses and other adverse effects. For these and many other reasons, customers may lose the whole content of their servers. We back-up our servers on a daily basis. HOSTOVITA will not be liable for data loss even if backups were created. We will restore your account on your request, however, we encourage you to generate your own backups and save them locally for security reasons. The backup system is fully automated and there is no way to guarantee that a particular file or piece of data will be backed-up at the specific time. We do not account for incomplete backups and render no compensation for non-current data contained in the backups.

11. Bandwidth/Traffic Usage.

Please note that there are no set limits on the disk space or bandwidth that we provide in our shared hosting plans. We want you to have the resources you need in order to build a great online business,

and our customers will have more than enough storage space and bandwidth to meet their needs.

We ask all customers to be fully compliant with our Use of Policy and utilize disk space and bandwidth in the normal operation of a personal or small business website. Typically, customers only run into issues if they use their accounts for storage or file sharing, which is not what our services are intended to support. In accordance with our Use of Policy the disk space and bandwidth you use must be integrated into the normal operation of your website.

If we have concerns about your account's bandwidth or disk space utilization, you will receive an email asking you to reduce usage.

While HOSTOVITA allows its shared hosting customers to have unlimited disk space and bandwidth, it is prohibited to store more than 200,000 files on one account; number of tables in MySQL/PostgresSQL should be no more than 1,000; size of MySQL / PostgresSQL database must not exceed 2 GB; store e-mails with size not more than 1 GB per mail account.

12.Email.

12a. Limits for electronic mail messages.

To better protect our customers from spam, we have set the following restrictions: a client may not exceed the limit of 200 emails sent within an hour. Any messages exceeding this limit will be discarded. In case of ignoring this condition and repeated attempts to send mail over the limit metioned above a client's account will be suspended with or without a prior notice.

12b. In order to avoid blacklisting of a server mail IP address and thus, avoid server problems for the users located on the server, we strongly ask our customers to monitor their SPAM activity. In case the customer gets an Abuse message regarding SPAM sending he has to respond to it immediately and solve the Spam issue as soon as possible. If the customer does not respond to the received Abuse message or the problem is not solved and occurs again – we disable the customer's mail service after the third warning.

13.Domain Name Services. Registration, Expiration of Domain Names.

13a. As a part of the hosting plans, domain registration service can be obtained. Please review our domain registration agreement and uniform domain name dispute resolution policy set forth by ICANN. It is the customer's responsibility to check these agreements on a regular basis.

13b. Expiration and Renewal of Domain Names Though the domain registration/renewal process is fully automated, we can't guarantee that your domain name will always be renewed on time. You acknowledge that it is your responsibility to keep your own records and to maintain your own reminders regarding when your domain name registration or other Services are set to expire. HOSTOVITA denies the responsibility to follow every other domain name's expiration date and encourages customers to remind their domain registration dates and follow them to avoid any misunderstandings in future. Redemption Grace Period (RGP) occurs, when a domain name is not renewed automatically and is sent to redemption list. For a period of approximately 30 days after expiration of the term of domain name registration services, we may provide a procedure by which the expired domain name may be renewed. RGP typically ends between 30 and 42 days after the end of the reactivation period of the domain name services. The typical RGP fee is $260 plus any registration fees.

13c. HOSTOVITA will on occasion register a domain name for a customer as part of the service rendered. In case a client has a free domain registered with HOSTOVITA, the domain name remains the customer's property and is renewed by customer's payment next years. This means that we only provide free domain registration for our customers and don't provide free domain renewals.

14. Server Abuse.

Any customers found to abuse our servers will have their accounts immediately suspended. Any account that excessively uses the server resources may be temporarily stopped to provide optimal server resources for other clients. If any account is found to be affecting server performance for a prolonged period of time, it may be disabled. We recommend moving such sites to virtual dedicated or dedicated hosting plans where there are more options and less restrictions.

15. Network Security.

Violation of Network System such as, but not limited to, unauthorized access, or trying to breach network security is prohibited. Any time a security breach is detected, the involved Server will be immediately shut down. Our technicians will immediately investigate the situation. Customer is responsible for any misuse of his account, even in case the misuse was committed by a third party (your relative, friend, business partner, etc.) For your own security, try to minimize the circle of acquaintance having access to your account password. We strongly recommend you not to keep the same passwords for too long, change them at least once in two months for security reasons.

16. Billing information updates.

Customers are responsible for updating their contact information, for instance billing information, address change, credit card change, etc. You agree to inform HOSTOVITA regarding any changes as far as your account information is concerned.

17. Recurring Billing.

We will only send out invoices and monthly statements by request. A small fee might apply for monthly invoices. We will send out an e-mail when we have successfully billed your credit card. All credit cards are billed automatically every month. If for any reason your credit card charges are denied, we will notify you about that. It is the customer's duty to ensure that his credit card information is up-to-date. paypal.com and przelewy24.pl are an authorized Credit card processor for HOSTOVITA and charges for services provided on your credit card will appear as paypal.com or przelewy24.pl. Any accounts that are past due after 5 days will be deactivated. If a customer does not pay for his account for 30 days or more and ignores billing reminders and rejects phone calls, he mutually agrees that his access to the server will be terminated within 24 hours after the last e-mail reminder.

18. Fees and Payment.

All customers are to pay for the hosting services on time. If the customer doesn't pay on time for provided hosting services, his account will be suspended automatically within 5 days after the Next Due Date. In case the customer doesn't pay for hosting within 60 days after the Next Due Date, his

account gets terminated from the server. The customer should contact the sales department regarding payment delays beforehand.

19.Cancellation.

If for any reason you are not satisfied with HOSTOVITA's service, you may cancel your account at any time by writing to support@hostovita.pl. There is no reimbursement and no pro-rate if the customer decides to terminate the services before the end of a prepaid term, regardless of the reason for the termination. HOSTOVITA can terminate this agreement at the end of a billing period, with a 15 days notice. If you don't send a cancellation request 15 days prior to the end of your billing cycle, your credit card will be charged for a new cycle. HOSTOVITA will not refund the setup fee for the cancellation of any accounts. Cancellation of contract payments is subject to one-month fee of contract agreement. HOSTOVITA reserves the right to cancel any account on its own discretion without prior note including, but not limited to, the case when a customer was unreachable or his (her) actions did much harm to the server performance.

20.Waiving the Service.

We reserve the right to refuse, cancel, or suspend customers access to our service at our sole discretion. Resellers as well as their CLIENTS are all bound by this Acceptable Usage Policy. Resellers should not make policy or any kind of agreement for their clients that would contradict to our Acceptible Use Policy.

21.Resellers' relationship to HOSTOVITA.

All resellers are independent contractors that have no tie with HOSTOVITA. No relationship other than to allow the reseller to sell HOSTOVITA service is intended. On the other side, resellers and their customers are to comply with our Acceptable Use Policy.

22.Indemnification.

The customer agrees that he or she shall not hold HOSTOVITA liable to the customer for any claims, liabilities, losses, costs, damages, expenses, including attorney fees and court costs that arise from any judgments directly or are indirectly created by the services of HOSTOVITA.

23.Corporate Identity.

Customer agrees not to:

* seek to purchase or register any keywords, search terms or other identifiers that include the words "hostovita", "True multidomain hosting", "Host Unlimited Full-featured domains ", "Host unlimited domains with one large plan" as well as HOSTOVITA's product and/or names as "LinStart", "2-Stage Reselling", "VPS-midi" "WinPro", "MultiManager" etc. or variations thereof (for example "fastnekst", "Lin-Start", "3-Stage Reselling", "Multi-Manager" etc.) ("Proprietary Terms") for use in any search engine, portal, sponsored advertising service or other search or referral service without prior approval with HOSTOVITA.

* use incorporate keyword text into meta tags or websites or by using other search engine optimization

techniques utilizing Proprietary Terms without prior approval with HOSTOVITA.

HOSTOVITA do not grant any license to use the graphic images and/or text, which may include HOSTOVITA's names, logos, trademarks, service marks (collectively, "Marks"). Except as expressly set forth in this Agreement or permitted by applicable law, one will not copy, distribute, modify, reverse engineer, or create derivative works from, the Marks. One may not sublicense, assign or transfer any such licenses, and any attempt at such sublicense, assignment, or transfer is void. One must follow HOSTOVITA's trademarks, corporate identity guidelines, as those guidelines may change from time to time. Any use of HOSTOVITA's Marks and/or Proprietary Terms on one's Site(s) must be approved by HOSTOVITA prior to publishing.

24.Limited Liability.

HOSTOVITA shall not be liable under any circumstances for any damages the customer's businesses may suffer for any reason, even if HOSTOVITA has been advised of the possibility of such damages. If a problem occurs that is within HOSTOVITA's control, we will issue credits based on the length of the downtime according to the customer's service plan. As the Internet is unpredictable, customers are aware that Network availability is not guaranteed to be 100%. HOSTOVITA shall not be liable for any claims resulting from the corruption or deletion, of any website or data in HOSTOVITA 's servers.

25.Complaints.

All complaints will be investigated promptly. In the event that an account is being investigated, HOSTOVITA reserves the right to suspend, restrict or terminate the account(s) in question. We will deactivate the customer's account(s) if in case they(it) violate(s) our AUP agreement. Please report violations to: support@hostovita.pl

26.Policy change.

HOSTOVITA reserves the right to make changes to this Acceptable Use Policy at any time without any notification. Changes to our Acceptable Use Policy take effect immediately upon being posted on our website. You acknowledge that it is your responsibility to follow the possible policy changes on our website at https://hostovita.pl/en/aup/.

27.Entire Agreement.

This Agreement supersedes all prior and current, oral or written understandings and agreements between HOSTOVITA and the customer involved. Any prior statements that are not written in this agreement, even if they are promised orally or written are deemed void. Customers hereby acknowledge and will abide by all the rules set forth in this agreement.

28.Privacy.

28.1 Our data protection policies are in accordance with the GDPR (European Union's General Data Protection Regulation).

28.2 Personal data of customers will only be collected and used, if they are required for the creation, content arrangement or modification of the contractual relationship. The client is obligated to update these data in its online administrations interface.

28.3 The client's Email address will only be used for information on orders, for invoices and – provided that the client does not object – for customer care as well as for our newsletter, if the client so

wishes.

28.4 We do not give any personal client information to third parties, with the exception of our service partners as far as they are required to determine the remuneration and settlement with the customer.

28.5 The client has the right to information and a right to amend, to suspend or to delete his saved information. If deletion conflicts with a legal or contractual duty to save information, or other legal grounds, the information will be made inaccessible.