

Terms of Service

The terms and conditions below constitute a legal form of agreement between you (below referred to as "The Customer") and Delta Media, Inc. (below referred to as "The Company"), legal owner of the domain name and web site www.DeltaMedia.com (below referred to as "The Website"), each referred to herein as a "Party" and, when collectively, as the "Parties". You agree that you are bound to these terms by your use of The Company Services which includes, but is not limited to visiting the website, using its internal and external links for search of information, ordering any of The Company services, contacting The Company representatives, Support Services and/or any software or service made available to you by The Company.

Although Subscribers of paid services offered through Delta Media must be at least eighteen (18) years of age and otherwise legally competent to accept and be legally bound by these Terms, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for themselves, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor's use of any of the Services.

Delta Media intends to provide the best possible web hosting service to each of its Subscribers. Delta Media is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, Delta Media reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice.

You will conform to the standards and acceptable use policies of Delta Media which are set out in our AUP.

You are responsible for obtaining any licenses or permissions from any third party which are required to upload content to the Services.

Your personal information is treated in accordance with our Privacy Policy.

You will receive passwords to be used when you log into your Client Area, server and/or certain Services. You are solely responsible for all passwords. You must keep all passwords confidential and take security measures to prevent any person from gaining access to them.

To the maximum extent applicable under national law and without affecting your rights as a consumer, the Services are provided on as-is basis. The hardware configurations may vary. Delta Media may replace your host server hardware, transfer it from one datacenter to another, transfer your account to another server or modify certain software configurations when deemed necessary by Delta Media. These differing configurations may result in slightly different performance from the Services.

Account Setup

The Customer's account will be activated after The Company receive the first payment for it as per the prices responding to the package on The Website. It is The Customer's sole responsibility to provide The Company with an email address that does not belong in the domain authority of the domain(s) that is being signed up. It is sole responsibility of The Customer to keep the primary email address up to date at any time. Setup and processing fees may apply upon signing up and such are not subject to refund upon cancellation, nevertheless it is requested by The Customer or forced by The Company.

Account Ownership

Customer's contact information is set out in the 'My Details' section in their Client Area with The Company.

If you, on behalf of another person or entity, create an account, you warrant that you will administer the account in good faith, and will indemnify us against all losses and liabilities sustained by us should you administer the account in ways that are adverse to the End User and result in any claim against us.

For avoidance of doubt, the individual or entity set out in the Account Owner Information 'My Details' section of the Client Area is considered by us to be the owner of the account and all associated services (Account Owner). If you are the Account Owner and are administering the account on behalf of a third party, you agree to administer this account in their best interests and indemnify us should an individual or entity claim that they own the account, or its content, or that your administration has not, or is not, in their interest. Domain names are owned as set out in applicable ICANN rules. If you purchase a domain name on behalf of a third party, and a dispute arises regarding your administration of that domain name, you agree to pay all registration fees during the time the dispute is pending.

The individual or entity paying for the Services may not be considered to be the owner of the account. It is your obligation to ensure that you correctly indicate ownership of your account.

Orders

The date on which You place your Order is the Effective Date of this Agreement. The Initial Term of the Services is set out on your Order (Initial Term).

You must be over the age of eighteen at the time you place your Order.

We will review all Orders to determine if they meet our financial, security and other reasonable criteria. We might ask you for additional information before we can process your Order. You may receive notice that your Order has been canceled because it fails to pass our Fraud Checks. We are unable to provide additional information about the reasons a particular Order fails to pass the Fraud Check. Orders that fail to pass these checks will not be processed and Service will not be provided. We have no liability for Orders that are not processed because they have failed our Fraud Check.

We are under no obligation to deliver any Services other than those identified in the Order.

Subscriber agrees to pay all applicable fees for Services in effect at the time of sign-up registration and/or renewal, subject to these Terms. Subscriber agrees to update and keep current all of Subscriber's billing information, email, and all other contact information. It is the Subscriber's responsibility to verify that the information submitted is accurate to insure proper billing and continuity of services.

Payment

Delta Media shall have the right and obligation to determine all pricing and product offerings and shall have the right to make any changes thereto.

You are responsible for the charges set out in the Order, in the currency specified in the Order (Fees).

Invoices are due on the relevant due date. Delta Media reserves the right to suspend the Services until payment is made. Domain name registration Fees must be paid in full before your Order will be processed.

By accepting this TOS, you hereby authorize Delta Media to send you notifications for order/payment confirmations, failed payments, and overdue invoices at the email address specified in your Order or in your Client Area

If you believe there is an error on your bill, you must contact us in writing. We each agree to work together in good faith to resolve any billing disputes. If you contact your credit card company, prior to notifying us of a dispute, and initiate a "chargeback" based on this dispute, we will charge you for investigation and processing. This compensates us for the investigation your card issuer requires us to conduct in order to demonstrate our right to payment. The acceptable payment methods for such fees are via PayPal or with a bank transfer. All of your Services may be suspended during bill disputes. To reactivate your Services, you must first pay all outstanding fees.

We will apply any refund using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In case of a refund after a bank transfer payment, the transaction will be made towards the same account only for US bank accounts, in all other cases PayPal refund will be issued. Delta Media is not responsible for delays to refunds caused by processing institutions or expiration of the original payment method.

Website transfers

The Company will make any reasonable effort to transfer The Customer's website to its servers, however, this is provided for The Customer's convenience only, as a courtesy service and The Company cannot make any guarantees concerning the time, availability or possibility for the account to be transferred.

Registration of a free domain name

Upon signing up for a hosting account with The Company, The Customer is eligible for a free domain name registration, if such is included in the package purchased. The domain name must be requested at the time of the initial account setup, during the signup process, using the provided by The Company

options on the signup page. Alternatively, the free domain name could be claimed within 7 days after the order has been paid. After this period the request may not be served.

Customers who have purchased their accounts with the free domain for life promotion will still receive free domain renewal. For all new accounts, the domain name will be renewed at the applicable fees for the relevant domain extensions, once the initial term of a free year has expired.

The Company will provide The Customer with free domain name registration if their choice falls into one of the following domain name authorities (extensions) .com .net .org .us .eu .info .biz .top .xyz .club .business

The Company will register the domain name to The Customer and will not own or otherwise control it. The Customer will remain the only owner and operator of the domain name registered for free by The Company. The Customer authorizes The Company to register the domain name on their behalf, using the details submitted during the signup process.

General Domain name registration terms

All domain names that do not meet the conditions for free registration are subject to the appropriate fees depending on the number of domains ordered, the registration period and the domain extension.

Renewal fees are due for all such domains at the end of the pre-paid period. Registration and renewal fees for such domain names are non-refundable

These services will be automatically renewed by The Company when The Customer's domain registration is up for renewal and will charge the applicable additional renewal fee unless the customer requests cancellation with at least 7 days in advance.

The Company will register the domain name to The Customer and will not own or otherwise control it. The Customer will remain the only owner and operator of the domain name registered for free by The Company. The Customer authorizes The Company to register the domain name on their behalf, using the details submitted during the signup process.

The Customer can change the domain administrative email and manage it through the Client Area. The Customer is allowed transfer the domain name registered by the Company to another domain name registrar at any time by requesting the domain name's EPP key from The Company by submitting a ticket or via other support channels.

Redemption fees applicable in domain name registrations

Redemption period is a domain registry period of up to 30 days that occurs when a domain name is deleted after having expired due to non-renewal. Instead of just getting deleted and returning to the pool of domain names available for registration, The Company's registry keeps a hold on the domain name in a what is technically called as Redemption Period. During this 30-day period, The Customer is allowed to retrieve the domain name from deletion by contacting The Company. This process costs an additional fee to The Company, which is billed

to The Customer.

The appropriate redemption fee should be paid by The Customer if the renewal request of a domain name is received in more than 30 days after the expiration of the domain.

The Redemption fee is up to \$199 based on domain extensions and may be subject to a change if The Company meets significant trouble in retrieving the domain name back on behalf of The Customer. Registration, renewal and redemption fees for such domain names are not subject to a refund by The Company.

The Customer agrees that The Company will not be responsible for canceled domain names that they have failed to renew in the given period, either automatically or manually in the time frames indicated in this Agreement.

If The Customer does not redeem their domain name prior to the end of the registry's redemption grace period, The Company will release their domain name and it will become available for registration on a first-come-first-served basis.

The above redemption policies apply for all domain names that do not fall in the .eu domain name authority. As per EURID (the operator of .eu domain name registrations), an .eu domain name must be renewed prior to its expiration date. If The Customer fails to comply with this requirement, the domain name is sent into Redemption Period from day one after expiration and The Company cannot be held liable for any damage, suffer or loss this policy causes.

Domain transfers to The Company

The Company will provide The Customer with domain name transfer services, where such are needed and the desired extension is supported by The Company's registration authority. The Customer agrees to thoroughly, accurately and honestly complete all forms and requests for information provided by The Company throughout the process.

The Company will charge The Customer an appropriate fee for the domain transfer, depending on the domain name extension. This fee is not subject to refund.

The Customer agrees that The Company will not be responsible for any false or misleading information provided by The Customer, whether intentionally or unintentionally.

The Company will notify the customer if the transfer is not successful with the needed steps that they need to follow in order to finalize the transfer. In case The Company fails to receive a response in 7 days period after the notification is sent, a new fee will be billed to The Customer, in order to have the transfer initiated anew. The Company cannot be held responsible if a domain transfer is not successful.

External Domain Names

The Company will allow The Customer to sign up for an account with a domain name registered elsewhere. The Customer acknowledges that by doing so, The

Company cannot be held liable for any faults, misfortunes and other issues caused by inoperability of the third party registered the domain name for The Customer.

The Company will provide The Customer with appropriate DNS records, in terms of addresses and zones, which can be used for pointing a domain name registered elsewhere towards the hosting server where The Customer's account resides.

Renewal of Hosting Account

All prices for Shared and Cloud hosting packages on the Company's website are introductory and will be renewed at the standard rates for the relevant package. Unless explicitly requested Delta Media will automatically renew Subscriber's Hosting Account by charging the applicable fee for the non-promotional rate to Subscriber's current method of payment on file. The initial term of this Agreement shall be as set forth in the Registration Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Subscriber, and after the Initial Term, this Agreement shall continue for successive periods (or renewal period). Additionally, after the Initial Term, your account will be renewed unless terminated or canceled by either party as provided in this section. If payment is not made when the service is due for renewal and the above criteria is not met Delta Media may charge a late fee.

Service Level Agreement (SLA)

Uptime Guarantee

For annual downtime of more than 0.1% on the server(s), where The Customer's website is hosted, The Customer will receive compensation if all the conditions below are met:

* The Customer has used the Company hosting service for at least 12 months.

* The server (s), where The Customer hosting account is located, experiences a total downtime of more than 0.1% in a period of 12 months after the account activation or during any of the consecutive 12-month periods.

* The reason(s) for the server downtime occurrence(s) were NOT beyond the Company influences, which include but is not limited to: DDoS attacks, Internet connectivity problems, electricity outage, hardware failure, software failure and force majeure events like fire, flood, other natural disasters and acts of God, labor disputes, accidents, acts of war or terrorism, failure of any third party to perform any commitment relative to the server uptime, etc.

* The Customer requests their compensation not later than 30 days after the 12 month period, in which there was a downtime bigger than 0.1%, has ended. The Customer will be compensated with a credit equal to the fee they have paid for the hosting service prorated by the number of hours in which the Service was interrupted because of the downtime.

Cancellation of Services, Refund Policy, and Compensation Scheme

Cancellation requests for renewal payments must be submitted before 11:59 AM

EDT on the day before the renewal date. All payments conducted after this moment are considered as non-refundable. If The Customer fails to comply with this requirement, The Company has the sole right to suspend their account until renewal payment is received.

All Shared and Cloud Hosting packages come with a 60-day money back guarantee, with the exception of the monthly plans where this period is 30 days. The money back guarantee for all Reseller packages, Virtual Private Servers, and Dedicated Servers is 30 days. Bare Metal Servers, Extra Services, and Domain Names are not subject to a refund. All upgrades are non-refundable and renewal payments are not covered by a money back guarantee.

If a free domain name has been registered, upon hosting package cancellation during the money back period a registration fee is being withheld, the amount may vary based on domain extensions.

The Company may provide to the Customer compensation for unused time with a previous hosting provider. The compensation scheme is applicable to shared and cloud hosting packages only. Up to six months for Starter & Business Shared and Starter & Business Cloud packages. A maximum of two months for the Enterprise Shared and Enterprise Cloud packages.

Extra Services General Refund Policy

All extra services, where not explicitly stated are subject to a certain charge, for a specific period, and are due to The Company by The Customer. All extra services are not subject to a refund, in case that they have been applied to the account and the Customer has taken advantage of them.

Payments and Renewal policy

The Customer understands and agrees that their services with The Company will be billed on a recurring basis unless The Customer informs The Company that they want to cancel any or all of the provided services by submitting a Cancellation Request form their Client Area.

All renewal payments are not eligible for a refund and it is the sole responsibility of The Customer to make sure that their payment information is kept up to date, as well as all invoices are paid on time.

Extra services provided by the company

Addon Slot

The Company will provide The Customer with the ability to expand the websites hosted under their account by using the extra Addon Slot service.

The Company will provide the add-on slot service to The Customer after the initial payment for it is received. The Company will allow the Customer to purchase up to 4 (four) add-on slots for each Linux Shared account.

The Company will charge a renewal fee for each add-on slot by the time it is due, given the period it is initially purchased for.

Domain ID Protect

The Company will provide The Customer with the ability to hide their personal details, connected with any domain name registered by or transferred to The Company, by using the extra service Domain ID protect.

The Company will provide the Domain ID protect service to the Customer after the initial payment for it is received. An additional 24 hours propagation period may be needed for the service to take effect and

The Customer acknowledges that The Company cannot force this process or speed it up, as it is beyond human control. The Domain ID protect service is non-transferable and is not subject to a refund.

The Company will provide Domain ID protect only for domain names which support this service. The Company will not provide Domain ID protect service for country specific domain name authorities (extensions).

Providing Technical Support Policy

To the maximum extent applicable under national law and without affecting your rights as a consumer, all support is provided as-is and is subject to the disclaimers of warranties and limitation of liability set out in this TOS. While we will use reasonable efforts to provide technical support to you and to perform any work you request in a timely and professional manner, we cannot guarantee the result you expect or that issue might not occur again. We retain the right to refuse to provide technical support to you if your use of technical support exceeds that of similarly situated customers, or if you are verbally abusive to our employees or contractors. We may refuse to perform any request that requires changes not compatible with the Services or is not related to them or might create a security risk or endanger their performance.

The Phone Support team of Delta Media has a limited level of access to the system and therefore can only assist with issues that lie within it. The highest level of access to the system is available only to the personnel that handles Technical Support tickets and therefore requires you to submit a ticket from your account. The Phone Support team operates during US business hours only.

The Customer can request advanced technical support assistance only by opening a ticket through the ticketing system located in the Client Area. The Company will have no liability to provide technical support if it is requested in any other way, different from the ticketing system.

The Customer acknowledges that by asking our technical representatives for technical assistance, they authorize their intervention and operation in the Customer's hosting account, cPanel and/or Client Area. If you request technical support, you agree that we may have full access to all aspects of the Services accessible to us based on your request. You are solely responsible for any changes you make to your account after we complete your request. The Company cannot and will not be liable for any delays or increased costs or expenses associated with Customer's failure to provide any of such information.

The Company will do its best to provide the requested technical support in the

time frame expected by the Customer and to achieve the results required by every particular request. The Company, however, has no obligation to complete the requested Technical support by any deadline or achieve any particular outcome or result.

The Company provides technical support in the best interest of the Customer and does not guarantee the successful outcome or result of any operation requested. The Customer agrees to accept technical support upon sole own discretion and responsibility.

The Customer should not abuse the ticketing system. Abuse of the ticketing system includes, but is not limited to, an excessive number of tickets opened by a single Customer, aggressive and/or harassing behavior, etc. Any abuse of the ticketing system may result in warning, ticketing system access restrictions, hosting account suspension or possible hosting account termination with no refund.

The Company has the sole right to decide what constitutes an abuse of the ticketing system and applies an additional fee, depending on requests frequency. No additional fee will be formed in this document. Additional fees are formed "on demand" principle by The Company representatives. If an additional fee for certain service is requested, no service will be provided by The Company prior invoiced fee is paid. Any additional fees paid by the Customer for technical support are non-refundable.

Servers configuration policy

The Company has configured their servers based on its best knowledge for optimal server performance and stability. The Company can make changes at the server configuration at any time without prior warning to the Customer if it is in their best interest. This is done for achieving better server performance and stability.

The Customer agrees that they will not be able to perform any activity from their account, that will be in contradiction with the server configuration, as such activities are endangering the quality of service and the overall server performance. The Company reserves the right to perform application version changes and updates at any time without prior warning to the Customer. This is done in good faith for achieving better server performance and lowering the resource usage by the Customer's website.

Dedicated IP

The Company will provide The Customer with the ability to purchase a dedicated IP address for the purpose of web hosting and outgoing email services. Dedicated IPs are available for purchase in our Amsterdam and Chicago datacenters, for all other locations they are subject to availability.

If the Customer fails to provide good IP usage justification that will prevent the Company from obtaining new IP addresses on their behalf.

The Customer acknowledges that the allocation of the dedicated IP address may take up to 24 hours after ordering the service, and may result in downtime. The Company reserves the right to decline dedicated IP address request at its sole

discretion, or where inappropriate use of the service, for unlawful acts, is suspected.

The Company will charge for the service on an annual basis and requires that an initial yearly fee as per the pricing described in the Client Area.

SSL Certificates

The Company will provide The Customer with the ability to purchase a variety of SSL certificates issued by a third party vendor, hereby referred to as "SSL authority".

The Company reserves the right to choose at its sole discretion which is the most appropriate SSL authority for The Customer and to issue its SSL certificate through.

The SSL certificates can vary by type of encryption, protection type and price, which will be additionally described before The Customer purchase the SSL certificate from The Company's Client Area.

The Company will issue an SSL certificate for The Customer upon receiving an order and initial payment, which if not additionally arranged, covers the first year of the service.

The issued SSL certificate will be valid only within the IP address ranges assigned to The Company by ARIN, which is an additional security measure, that The Customer acknowledges and accepts further.

The issued SSL certificate will be valid for one domain name only unless explicitly stated in the product purchase page in The Company's Client Area.

The Customer is responsible to provide The Company with correct information, where requested for issuing the SSL certificate and acknowledges that once an SSL is issued, it cannot be reissued and The Customer will need to purchase a new certificate.

The Customer acknowledges that the process of issuing SSL certificate requires that access to a webmaster and/or SSL admin mailbox for the requested domain name is required. If the domain name of The Customer is using The Company's email services, the technical support team of The Company will be taking care of arranging this type of access, however, in cases that The Customer is not using the email services provided by The Company, it is their sole responsibility to provide the technical support team with such an access.

The Standard and WildCard SSL certificates are non-transferable once issued, while the Extended Validation SSL certificates could be transferred if required.

SEO Agreement

Search Engine Optimization and Reporting Agreement

This Search Engine Optimization and Reporting Agreement ("Agreement") is hereby entered into between Delta Media, INC. (hereinafter referred to as "Company") and the party set forth in the related order form ("Customer" or "you")

incorporated herein by this reference (together with any subsequent order forms submitted by Customer, the "Order Form") and applies to the purchase of all Search Engine Optimization and Reporting Services (hereinafter collectively referred to as "SEO Services") ordered by Customer.

Term and Termination

This Agreement shall be effective as of the time frame set forth on the Order Form. This Agreement may be terminated by either party upon written notice to the other if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Company (i) immediately if Customer fails to pay any fees hereunder, or (ii) if Customer fails to cooperate with Company or hinders Company's ability to perform the SEO Services hereunder.

SEO Services

The Company agrees to provide Customer with SEO Services as described in the Order Form and this Agreement. The Company is authorized to use the specific keywords and/or phrases set forth in the Order Form for development, improving the ranking of, and/or positioning the contents of the Customer's URL(s) (as set forth in the Order Form) in search engines and/or directories. SEO Services are intended to provide the Customer with preferential positioning in selected search engines and report results on an ongoing and timely basis.

Customer Acknowledgments

Customer understands, acknowledges and agrees that:

The Company has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Customer's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. The Company will resubmit those pages that have been dropped from the index.

Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission to list Customer's website(s).

Occasionally, search engines and directories may stop accepting submissions for an indefinite period of time.

Occasionally, search engines and directories may drop listings for no apparent or predictable reason. Often listing may "reappear" without any additional submissions. Should the listing not reappear, the Company will re-submit the web site(s) based on the current policies of the search engine or directory in question.

Website changes

The Company is not responsible for changes made to Customer's web site(s) by other parties that adversely affect the search engine or directory rankings of Customer's web site(s).

DISCLAIMER OF ALL OTHER WARRANTIES

COMPANY DOES NOT WARRANT THAT THE SEO SERVICES WILL MEET THE CUSTOMER'S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, COMPANY PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

LIMITED LIABILITY

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THERE SHALL BE NO REFUNDS. COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

Termination

Either party may terminate this TOS upon written notice to the other if one party materially breaches any terms of this ToS and the breaching party fails to correct the breach.

You may terminate the Services at any time through the Client Area (Cancellation Request). We will send you an email confirmation to acknowledge your completion of the Cancellation Request. If you do not complete all steps of the Cancellation Request, or if you fail to use a Cancellation Request to terminate the Services, the Services will not be terminated, and Fees will still be charged. You must follow this procedure in order to terminate each Service. Once you complete a Cancellation Request, we will process it and issue a refund, if applicable as set out in our Money Back Guarantee.

It is important to understand that certain Services are bundled together. As a result, termination of the Services that provide hosting may result in immediate termination of multiple aspects of the Services. We may keep data from terminated accounts for a reasonable period after termination and provide you with access to that data upon request and availability. IP addresses, space, and backup (including data on Backup Services) are recycled. It is your obligation to ensure that you arrange to transfer anything you need from the Services prior to termination.

Service cancellation by the Customer

All services that are provided by The Company can be canceled by The Customer. Only requests submitted through the Client Area are considered as valid and will be reviewed by The Company.

There are two parts of cancellation: initiating a cancellation request and then confirmation of the cancellation request. The Company will proceed with the cancellation request only after it has been confirmed by the Customer. If the Customer does not confirm the cancellation request within 96 hours it will be considered null/void and will be deleted.

The cancellation becomes effective in accordance with the time chosen by the Customer through the Cancellation process.

Right after the cancellation becomes effective, the Customer's account will be suspended immediately. The Customer acknowledges that the Company is keeping a copy of the canceled account for no more than 15 (fifteen) calendar days after the cancellation becomes effective. 15 (fifteen) days after the cancellation becomes effective any information or data in the account will be deleted, it includes the canceled account, all of its backup copies and any other information or data related to the account.

After the cancellation becomes effective the Company cannot be held liable for loss of data due to suspension or termination.

The money paid by the Customer for the hosting account(s) will be refunded excluding the setup and processing fee paid during the signup process only within the Money Back period. Setup and processing fees paid upon signing up are not subject to refund.

Cancellation requests for renewal payments must be submitted before 11:59 AM EDT on the day before the renewal date. All payments conducted after this moment are considered as non-refundable. If The Customer fails to comply with this requirement, The Company has the sole right to suspend their account until renewal payment is received.

All Shared and Cloud Hosting packages come with a 60-day money back guarantee, with the exception of the monthly plans where this period is 30 days. The money back guarantee for all Reseller packages, Virtual Private Servers, and Dedicated Servers is 30 days. Bare Metal Servers, Extra Services, and Domain Names are not subject to a refund. All upgrades are non-refundable, renewal payments are not covered by a money back guarantee.

If a free domain name has been registered, upon hosting package cancellation during the money back period a registration fee is being withheld, the amount may vary based on domain extensions.

In the case of a refund, the domain name registration fee is always withheld, even if this fee was waived at the time of purchase.

Service Cancellation by The Company

Any of the services that the Company offers may be canceled by the Company with no prior notice and with no refund in case that the Company finds out in good

faith that the Customer's use of the service violates the Terms of Use. The Company cannot be held in charge for loss of data if such a cancellation has been done.

The Company may also cancel any of the provided services, if the Company determines in good faith that this service has become impractical or unfeasible for any technical, legal, loyalty, regulatory or other reason, by giving or without giving the Customer as much prior notice as reasonably practicable.

The services used by the Customer may be canceled for any or no reason by the Company with a preceding 7 days notice. After the 7 day period the Customer's Account will be ended and the Customer will be provided with access to an archived backup copy of the Customer's account content as of the termination date. These backup copies will be available for no more than 7 calendar days. After the expiration of the 7-day period for accessing the archived backup copy, all backup copies and any other information or data related with the account will be deleted from the Company's servers.

If the reason for service cancellation by the Company is different from violation of Terms of Use by the Customer, a prorated refund will be issued by the Company for all the months that the account is prepaid and will not be used by the Customer. The calculation of the amount of the refund will be made by multiplying the number of the unused months by the prepaid monthly price as it is for the Customer's billing cycle. The Company will offer several options for receiving the refund; still, it is only the Customer's responsibility to provide the information needed for receiving the refund.

The Customer acknowledges that if the reason for service cancellation by the Company is a violation of Terms of Use by the Customer, a refund will not be issued by the Company.

Forced service cancellation by the Company

Any of the services that the Company offers may be force-canceled by the Company, in case that they are no longer found feasible or harm directly the Company's best interest.

In a case of forced service cancellation, the Customer is acknowledging that all hosted content, including copyrighted and intellectual one, is turned into an immediate property of the Company, which on its side uses it to cover further or previous expenses related to the services provided thereby, either by creating an auction or giveaway.

Actions, which harm directly the Company's best interest include, but are not limited to chargebacks, fraudulent activities on behalf of the Company, false prophecy against the Company's services, representatives, other Customers or associates.

Price Change

The Customer should pay the applicable amount at the time of registration/renewal date. The Company has the right to change the prices periodically and The Customer will be charged based on the current renewal rates for the next billing cycle. Exceptions apply in case that a Customer or a

group of such have written arrangement with The Company's Billing Department.

'Zero tolerance' to SPAM policy

Subject of this part of the document is e-mail spam, also known as unsolicited bulk email (UBE), junk mail, or unsolicited commercial email (UCE), is the practice of sending unwanted e-mail messages, frequently with commercial content, in large quantities to an indiscriminate set of recipients and any other forms of it.

The Customer acknowledges that any spam complaint reported against email sent through their account will lead to its suspension and will require further communication with The Company's technical support team to review and resolve, nevertheless the type/tier of service used.

The Customer acknowledges that The Company is taking a zero tolerance stance against sending of unsolicited e-mail and other forms of spam. As spam/unsolicited email is considered any email sent via any server administered by The Company that does not comply with the CAN-SPAM Act of 2003.

Intellectual Property Rights and Other Consents

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The Customer agrees to use all Services and any information obtained through or from The Company, at their own risk. The Customer acknowledges and agrees that The Company exercises no control over, and accepts no responsibility for, the content of the information passing through Company's host computers, network hubs and points of presence or the Internet.

Limitation of Liability

The Customer agrees that, to the maximum extent permitted by applicable law (if any), they will not, under any circumstances including, but not limited to – negligence, hold The Company or its licensees, agents, employees, executives and/or third party vendors liable for any indirect, incidental, special, consequential or punitive damage whatsoever including, but not limited to – damages for lost profits, cost savings, revenue, business, data or use, or any other pecuniary loss by you or any other third party.

In no event The Company will be liable to The Customer in the aggregate with respect to any and all breaches, defaults or claims of liability under this document or under any document greater than the exact monthly fee paid by you to us preceding a claim giving rise to such liability. Certain jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damage. The Customer agrees that in those jurisdictions, the liability of The Company will be limited to an amount not greater than the exact monthly fee paid as per the hosting plan used.

Indemnification

You, the Subscriber, agree to defend, indemnify and hold Delta Media, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services, except to the extent the foregoing directly result from Delta Media's own gross negligence or willful misconduct. Delta Media reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

Monitoring and Disclosures

All activities occurring on, in, and/or via the Services or any website hosted by Delta Media may be monitored, recorded, and examined by any authorized person, including law enforcement. In general, Delta Media does not monitor its Subscribers' websites or activities to determine whether they are in compliance with these Terms. However, when and if Delta Media becomes aware of any violation of these Terms, Delta Media may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via Delta Media, and/or removing non-complying information. In addition, Delta Media may take any lawful action against a Subscriber or a subscriber, patron, customer, invitee, visitor, or guest of such Subscriber because of their activities. Delta Media reserves the right to take any such action even though such action may affect other subscribers, patrons, customers, invitees, visitors, or guests of the Subscriber. Delta Media may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect Delta Media or others from harm, and/or to ensure the proper operation of the Services.

Accurate Account Information

Subscriber must continually update and keep accurate and current Subscriber's contact information stored and saved on Delta Media in order to avoid termination of Subscriber's Delta Media account(s).

Resolution of Disputes and Choice of Law

This Agreement shall be governed by and construed in accordance with the federal law of the State of Florida, the State of Illinois, the State of Delaware, and the United States of America, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought to the relevant federal courts, 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 Florida, Illinois, Delaware or the United States of America. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

Compliance with US Treasury embargo restrictions and sanctions

As an US-based company, we currently cannot provide any hosting services to individuals in the following countries and regions: Cuba, Iran, North Korea, Sudan, Syria, Region of Crimea

Force Majeure

You acknowledge and agree that we shall not be responsible for any failures or delays in performing our respective obligations hereunder arising from any cause beyond our reasonable control, including but not limited to, acts of God, acts of civil or military authority, fires, wars, riots, earthquakes, storms,

typhoons, and floods.

Enforceability

In the event that any provision of this Terms of Service shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Services Agreement unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.