

## Terms of Use for Virtual Private Servers

The terms and conditions below are constituting 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.sandbox.tmd.bg](http://www.sandbox.tmd.bg) (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, our general AUP and Terms of Service by your use of The Company's 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's services, contacting The Company's representatives, Support Services and/or any software or service made available to you by The Company.

### Account Setup

The process of setting up the server will be initiated once a payment corresponding with the prices provided on the Company's website has been received.

The process of setting up the server might take up to 24 hours, in case that no changes to the default configuration are required.

The Company will open a new ticket for the virtual private server setup and The Customer acknowledges that any changes to the default configuration of the server must be requested by posting in it.

It is The Customer's sole responsibility to provide The Company with an email address that does not belong to the domain name associated to the service signed up for.

It is the sole responsibility of The Customer to keep the primary email address up to date at all times. Setup and processing fees may apply upon signing up and such are not subject to a refund in case of a cancellation, regardless if it has been requested by The Customer or forced by The Company.

### Website transfers

The Company will make any reasonable effort to transfer The Customer's website to its virtual private server, 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.

### Free Domain Name Registration

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.

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 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 the applicable additional renewal fee will be charged unless the customer requests a cancellation at least 7 days in advance.

The Company will register the domain name on behalf of the Customer and will not own or otherwise control it. The Customer will remain the only owner and operator of the domain name registered 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 to 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 the Customer failed to renew in the given period, either automatically or manually.

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

The above redemption policies apply to 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 will enter a 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 a refund.

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

The Company notifies 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 within 7 days after the notification is sent, a new fee will be billed to The Customer, in order to have the transfer initiated again. 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.

#### 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 would like to cancel any or all of the provided services by submitting a Cancellation Request form from the Client Area at least 48 hours prior to the expiration date of the given service. The Customer acknowledges that requests submitted later than this period will not be fulfilled by The Company until the next renewal date.

Cancellation requests for renewal payments must be submitted by The Customer at least 48 hours before the renewal date.

The Customer acknowledges and agrees that all renewal payments are not eligible for a refund once they have been billed.

The Customer acknowledges that it is their sole responsibility to make sure that their payment information is kept up to date, as well as all invoices are paid on time. If the Customer fails to comply with this requirement, The Company has the sole right to suspend the account until renewal payment is received.

## Service Cancellation and Refund Policy

### 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. The Customer acknowledges and understands that cancellation requests for their service must be submitted at least 48 hours prior to its renewal date. Failure of The Customer to comply with this requirement will result in a charge equal to the monthly renewal fee of the service that is being canceled. The Customer understands and acknowledges that this fee is not a subject to a refund or dispute.

All VPS packages offered by the Company come with 30 days money back guarantee if the criteria above have been met.

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 cancelled account and server for no more than 2 (two) calendar days after the cancellation becomes effective. 2 (two) days after the cancellation becomes effective any information or data in the account will be deleted, it includes: the cancelled account, all of its backup copies and any other information or data related with the account.

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.

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.

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

#### 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 liable for loss of data if such a cancellation has been done.

The Company may also cancel any of its 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-day 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. 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.

#### 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 case of a forced service cancellation, The Customer acknowledges 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 give-away.

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

#### AUP (Acceptable Use Policy)

All services provided by The Company may be used for lawful purposes only. All laws of the State of Florida, the State of Illinois, the State of Delaware, and the United States of America apply.

The Customer must hold harmless and risk-free The Company from any claims resulting from the use of The Company services. The Customer acknowledges that The Company prohibits the use of its services for distributing, storing or transmitting any copyrighted materials which includes, but are not limited to copyrighted music files, photographs, books or any other materials protected by the power of the law.

The offer of or possessing of such information or materials, or the offer to sale of any fake merchandise of a trademark holder will immediately result in the termination of that account. Accounts, founded to be in violation of any copyrighted material will be instantly removed, or any access to it will be immediately stopped. If the account is found again to violate any copyright or trademark laws will be immediately suspended and/or terminated.

#### Server Configuration Policy

The Company will do its very best to provide The Customer with hosting environment that matches the latest technical trends and will always strive to provide the latest technologies available on the market where they are found appropriate and in case they are compatible with the Control Panel software used by The Company.

The Company will allow The Customer to choose its own configuration for the server's software setup, in terms of operating system, kernel configuration, web service software, database engines, interpreters. The Customer acknowledges that there might be incompatibilities between different sets of software, engines and interpreters, which is beyond The Company's liability to resolve. The Company will do its very best in such occasion to suggest a reasonable alternative to the conflicting situation. The Customer understands that if they choose to use any different than the standard server configuration the service will be no longer managed by The Company.

The Company shall not be liable if any part of the Customer's account or website is not compatible with any system update and for any loss or damage arising therein.

The Company reserves the right to be set off of any kind of liability, in case that the provided server configuration is not matching any particular

application's requirements or module/component's requirements. The Company should not be held liable for any opportunity loss, intellectual damage or loss of profit arising therein.

#### '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 while this document is not setting any limit, in terms of rate or amount, for outgoing e-mail messages, any spam complaint will result in further communication with The Company's technical support team, regardless of the type/tier of service used. The Company will monitor for such complaints and will further hand them out to The Customer by starting a new technical support ticket for each.

The Customer acknowledges that it is their sole responsibility to handle the complaints that The Company informed them about. The Company on its side will do its very best to provide assistance in this process where and when needed and possible.

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 administrated by The Company that does not comply with the CAN-SPAM Act of 2003.

#### 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 the Company's Terms of Service. 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 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, 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 abuse of the ticketing system and apply 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.

#### Level of Access, System Administration and Liability Policy

The Company will provide the Customer with all the tools needed to manage flawlessly their server, which includes, but is not limited to: user level SSH access, WHM super user access, service start and stop access.

The Customer's server will be administered by The Company, which will use its best known practices for the sake of creating sustainable and operational environment for the needs of The Customer.

The Company will possess root access to the server, until The Customer explicitly requests to take over the system administration tasks of The Company on their own.

In case that The Customer decides to take over the system administration tasks from The Company, they acknowledge that all warranties given by The Company's



managed hosting service before purchasing the server are being voided.

In such occasion, The Customer will still be provided with technical support but they acknowledge that The Company cannot be aware of the changes that have been made while using root access, which may result in complications from unknown kind and prevent The Company's technical support team from operating properly in the environment, thus being unable to provide quality technical support service.

In occasion that The Customer posses root access to the server, The Company cannot be held liable for any misconfigurations, misfortunes and other complications that might arise on software and operation system level. The Company will still remain responsible for hardware operation and maintenance, as well as for core network connectivity, where it comes to hardware. The Company cannot be held liable for any network, topological or routing malfunctions caused by improper usage of The Customer's root access.

#### Limitation of Liability

The Customer agrees that, to the maximum extent permitted by the 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 The Customer to The Company, 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, you hereby authorize Delta Media