# General Terms and Conditions (GTC)

## I. Service provider

Name: MikroVPS Ltd.
Address: 1096 Budapest, Sobieski János utca 19-21/A, Hungary
Tax number: 25189861-2-43
EU VAT: HU25189861

The service provider's customer service contact details:

- e-mail: support@mikrovps.hu
- phone: +3694200210

Hereinafter referred to as Service Provider

## II. Creation and termination of the contract

Anybody who wishes to use the service must enter into a contract with the Service Provider. The contract sets out the rights and obligations of both parties, as well as the choice of service and its fee. The contract comes into effect when the Customer sends (either by email, by SMS or through the Service Provider's website) their confirmation, which includes the subscriber's data and the services ordered. The terms and conditions are included herein, within this document. Exceptions are possible, if an individual customer contract contains unique solutions within its terms and conditions.

1. When the Customer indicates a desire to use the service either verbally, electronically (by email or by filling in the online form) or in writing, the Service Provider will notify the Customer of the terms and conditions of service. The Customer promises that the email address given to the Service Provider at the time of registering is not a so-called disposable one-off email address. The Customer promises to give a real phone number by which the Service Provider can contact the Subscriber.
2. The Subscriber declares that the data given at the time of ordering is truthful, bears full responsibility for it, and will notify the Service Provider of any changes. If this is not carried out, the Subscriber will bear full responsibility for any damages.
3. The Service Provider and Subscriber (service requester) (hereinafter known as the Parties) can make the contract either in written form, orally or by implied acceptance (specifically, by using the service).
4. **Making the contract in written form:** If the contract is made in written form the Subscriber shall send a signed copy of the contract for the subscribed services to the Service Provider. Upon receiving the contract the Service Provider will accept and confirm the binding legal nature of the contract by signing and sending a copy back to the Subscriber ("confirmation"). The contract comes into effect on the day when the Service Provider sends the confirmation to the Subscriber. If the Parties make the contract in written form the Service Provider is obliged to provide a copy of the contract and the GTC - if the Subscriber so requests. Besides this, the Service Provider has the right to make the confirmation electronically, in which case the contract comes into effect by implied acceptance.
5. **Making the contract orally or by implied acceptance:** The requester can initiate the making of a contract for services electronically on the website of the Service Provider by filling out the quotation form, which the Service Provider will confirm within a maximum of 7 days either in electronic or written form (by post or hand-delivered). The contract comes into effect when the Subscriber can access the confirmation either in electronic or posted form. In the case of orally made contracts (including contracts made over the telephone or by agents of the Service Provider), the Service Provider will send a confirmation of the contract's conditions within 1 week. The contract comes into effect when the

Subscriber can access the confirmation either in electronic or printed form (by post or hand-delivered).

**6.** The normal notice period for terminating the service is the remaining period from the contract for each party. Exceptions to this are written in sections III., IV./5. and IV./6. below. The Subscriber can legally terminate the service with immediate effect if the service differs to that mentioned in section IV./2. The Subscriber is entitled to cancel the service immediately or at the expiration of the contract.

**7.** The Service Provider can not be obligated to pay any money back in any circumstances, except if the conditions mentioned in section IV./2. are not realized.

**8.** The Service Provider can immediately delete any data and backup files related to the service after the termination of the service; and is not obligated to store the data any longer, or for more than 30 days.

# III. Payment provisions

1. The Service Provider will inform the Subscriber by e-mail at least 14 days before the expiry of the service.

2. The fee for the ordered services shall be settled by bank transfer or PayPal payment. The Service Provider reserves the right to limit the service if the service fee is not paid by the deadline.

# IV. Use and availability of the prepaid service

1. The Service Provider will not release data about the provision of service to any third parties. The Service Provider reserves the right to use such data for debugging purposes, of which the Subscriber will be informed.

2. The service will be available up to a degree concerning the certain service, not including the maintenance mentioned below. In measuring the availability of the service, both parties will accept the Service Provider's data. The Service Provider does not undertake to guarantee availability outside its own network. The Service Provider shall not be liable for any damages or losses resulting from server shutdown.

3. The Service Provider can perform normal maintenance maximum once a month for up to 4 hours, which will be notified to the Subscriber at least 7 days in advance.

4. The Subscriber accepts that the Service Provider can perform regular data back-ups to be stored on the Service Provider's server. The Service Provider manages the data according to the conditions in the "Data Protection" section of the GTC and according to "Data Protection" laws[1].

5. The Subscriber agrees to comply with all applicable laws and relevant legislation when using the service and to not undertake activities forbidden in the GTC. In any cases of non-compliance the service may be limited or suspended and the Service Provider can cancel the Subscriber's contract.

6. The services used by the Subscriber will be limited, suspended or canceled immediately and without notice if some or all of these conditions are encountered:
   - The endangering of the safe and stable operation of the Service Provider's system
   - Illegal attempts to access the Service Provider's system or other external system
   - Damaging or endangering the reputation of the Service Provider
   - The sending of unsolicited e-mails (SPAM)
   - The sending e-mails to non-existing address
   - The making available of illegal content
   - If so requested by official authorities
   - The User is not available at any of their contacts (email, phone, postal address)
   - The User runs a Minecraft server or any service or website related to Minecraft

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[1]   In Hungarian: http://net.jogtar.hu/jr/gen/hjegy_doc.cgi?docid=A1100112.TV
      In English: http://www.naih.hu/files/ActCXIIof2011_mod_2012_05_09.pdf

- Engage in any activities related to purchase, sale or mining of currencies such as Bitcoin.

7. The **webhosting, email hosting** or **reseller hosting** services used by the Subscriber will be limited, suspended or canceled immediately and without notice if some or all of these conditions are encountered:

  - Execute long-running, stand-alone, unattended server-side processes, bots or daemons
  - Run any type of web spiders or indexers
  - Run any software that interfaces with an IRC (Internet Relay Chat) network
  - Run, host, or store any P2P client, tracker, software, server, files, content or application, including bittorrent
  - Participate in any P2P or file-sharing networks
  - Use the email service for sending or receiving emails through automated scripts hosted on your website
  - Run cron entries with intervals of less than 15 minutes
  - Store over 100,000 files
  - Using as a backup/storage device
  - Run any MySQL queries longer than 15 seconds
  - Store a large number of media files (audio, video, etc.)
  - Send over 100 messages per hour per user and/or 300 messages per hour for a domain name. Receive a high volume of emails, by a user or domain name, in any given period of time
  - Occupy more than 50% of the total disk space used for storing emails on the server
  - Store more than two website backup files.

8. You can't divide **webhosting** services (**not including reseller hosting** services!) into smaller packages to resell. Webhosting services can only be used by a single Customer to host websites that are fully owned by them. Certain relevant Documents, other than domain name whois details, with respect to company and domain names/website ownership will need to be presented when requested. However, you can resell the whole webhosting services without divide.

9. The User agrees that the Service Provider can send regular messages in connection to the service to the Subscriber's e-mail address or phone number in SMS format.

10. The Subscriber acknowledges that the Service Provider carries out security back-ups in case of the failure of its own servers which are available to be used by the Subscriber, but that the Service Provider takes no responsibility for their quality or availability.

11. In the case of software which requires a software license for use and which is not provided by the Service Provider, it is the Subscriber's responsibility to ensure the existence of a software license and to use the software without legal infringement. The Service Provider will not take any responsibility for the legal use of software, even if the Service Provider worked on the installation of that software, provided assistance or recommended its use.

12. Any installation of software and set-up will be considered successful and accepted if the Subscriber does not report a problem or raise an objection within 5 working days.

13. The Service Provider is entitled to modify the content or the price of its services, but also obligated to inform the User about this on its website. The price and content of a prepaid service can not be modified.

# V. Use and availability of the free service

1. A free service is a service that is without any price, except from those services which's availability requires using or ordering another product.

2. The free service used by the Customer can be suspended, limited or canceled immediately by the

Service Provider without any previous warning.

3. The Service Provider does not take liability and guarantees availability for the availability of the free service and the safety of the stored data.

# VI. Domain registration

1. The Customer can require domain registration with the help of the Service Provider. By sending the request the Customer claims that he/she accepts the rules of the registry association of the chosen tld (ending of the domain name).

2. The Customer claims that he/she accepts the decisions of the Service Provider and the registries of the chosen tld in any questions related to the domain registration, delegation and maintenance.

# VII. Force majeure

1. Neither party is responsible for meeting the obligations under the contract in cases where unavoidable events occur outside the reasonable control of the parties. Examples of such exceptional circumstances: natural disaster, fire, flooding, state of emergency, revolt, civil war, war, strikes or similar work stoppages, server attacks, hacker attacks, unauthorized access, etc.

2. If the period of suspension due to a force majeure event exceeds one months, either party to the contract can immediately legally terminate the contract.

# VIII. Data Protection

1. The Service Provider will store all passwords in its own system using one-way encryption.
2. The Service Provider will not examine the data contained in the Subscriber's system, and thus takes no responsibility for it. Any information obtained by accidental saving or during maintenance will be treated with confidentiality. The Service Provider logs all access and activities in its own system. The Service Provider fully complies with applicable data protection laws.
3. The Service Provider logs the maximum possible activities relating to the system and will store it all for a maximum of one year. The data obtained in this way will not be disclosed to third parties, unless officially requested by the authorities.
4. The Subscriber agrees to handle all data in accordance with applicable laws.

# IX. Other conditions

1. The Service Provider is entitled to modify this Terms and Conditions unilaterally and without previously informing the Customers about it, but also is obligated to publish the modified Terms and Conditions on its website.

2. In any case not mentioned in this Terms and Conditions the valid Civil Code and another related rules and the valid Internet standards are to be adopted.

3. In case of any judicial combat the two parties accept the exclusive jurisdiction of the court which's cognizance the seat of the Service Provider falls within, if they are not able to settle the case amicably.

In effect from: 04/02/2014