

Terms of Service Agreement

Europe, Bucharest, Romania " ____ " " _____ " 20 __

WideBits SRL (Limited Liability Company) registered on 7th of August 2012 with **EUID ROONRC.J2012001211295** and **VAT-EU** fiscal code **RO30522146**, hereinafter referred to as the „Service Operator”, in accordance with the European Union and Romanian laws and GDPR regulation gaining thus, specific rights and obligations for provision of public networks and services of electronic communication in accordance with this document, represented by Mr. Alexandru Vladulescu, acting pursuant to the Articles of Association, on the one part, and

full name of the company hereinafter referred to as the “Customer”, represented by

position, name, surname acting pursuant to

Specify the corresponding document (Articles of Association, Order, Power of Attorney) and its attributes (number, date)

on the other part, have concluded the present Agreement, as follows:

1. DEFINITIONS

1.1. Hardware - Software “Information System and Reference Services” is created by the Service Provider in accordance with the regulation on the provision of telematic services and data transmission service provisioning, in order to provide for the Customer with the required information on service provision and/or provision of products and operator updates.

The Information System and Reference Services include following public, Internet resources, both registered as means of mass communication:

- Service Provider website address - <https://hosthub.ro/>
- Service Provider Customer Portal address – <https://portal.hosthub.ro/>

Customer will find, 24/7 and with no charges, on the Service Provider Operator websites, all the information necessary for the conclusion and performance of this Agreement as well as any other related official documents that might be published by the operator.

The Customer Portal – Service provided by the operator is the evidence system, accessible via a web interface from any location over the Internet. The Customer Portal provides 24/7 access to the following:

- Service, subscription and products registration details and orders;
- Plans and services fees for Customer service subscription;
- Customer account information details and subscription status updates;
- Customer ordering control and status changes of subscribed product and services;
- Specific or dedicated information about product and service subscription usage;

- 1.2. Personal account information – evidence data contained in the Service Provider Operator system regarding the payments made by the Customer for each product and service subscription that has been ordered.
- 1.3. Customer reporting or reports – Reporting being considered the time period from the very first day up to the last of each month.
- 1.4. Business day – official working day in Romania, not including bank holidays. However, where the present Agreement and its annexes do not expressly indicate the term “business day”, the term “calendar day” shall be applied.
- 1.5. Data Center or Technical Room – specially designed rooms for equipment and resource provisioning, presented in this Agreement.

2. SCOPE OF THE AGREEMENT

- 2.1. The Service Provider provides for the Customer the products and service subscriptions ordered through the Customer Portal, specified in the Agreement. Customer accepts payment of ordered product and service subscriptions.
- 2.2. The detailed listing on product information and corresponding service tariffs are published via the the Service Provider website and Customer Portal pages. Changes on service rate might be adjusted by the Service Provider without prior notice for website visitors. Changes on the service rate adjustments will be notified prior to update for all existing customers with a minimum period of 30 days in advanced. Customers will be notified by the Service Provider on the updates using the contact information, included by each Customer in the Customer Portal.
- 2.3. Conditions for ordering and delivering product and service subscriptions, acquisition and use of the resources, as well as other rights and obligations of the parties shall be governed by the following documents:
 - Rules for registration in the Service Provider Operator – Customer Portal;
 - Required information updates on Customer account registration and product provisioning;
- 2.4. All the annexes mentioned in this form consist as an integrated and extended part of the present Agreement and are published on the Service Provider website and Customer Portal. In case of differences in interpretation of the terms in the annexes and those in the Agreement, the in published information in the annex shall super-seed the terms present in this Agreement.

3. RIGHTS AND OBLIGATIONS OF PARTIES

- 3.1. The Service Provider will undertake the following actions:

- 3.1.1. registers the Customer in the Customer Portal with the information provided by the Customer and verify that the submitted information complies with the registration process requirements for engaging a new customer registration;
- 3.1.2. notify the Customer via email in order to provide the required login information used for account management in the Customer Portal system;
- 3.1.3. handle Customer banking information provided through the registration process or direct communication, in order to return, refund or transfer subscription fees, discounts or transfer or return (refund) specific reimbursement;
- 3.1.4. inform the Customer about service, subscription, products and/or account changes using email, phone and/or WhatsApp communication, in reference to this Agreement and additional annexes;
- 3.1.5. keep track of records on Customer payments for product and service subscription purchases;
- 3.1.6. manage Customer account information details related to payment, invoices, receipts;
- 3.1.7. preserve confidentiality on the collected information, obtained during the registration process;
- 3.1.8. preserve confidentiality on any other information that was exchanged with the Customer, excepting the use cases where information disclosure is requested by law and regulation in Romania, this Agreement or any other specific annexes;
- 3.1.9. publish official reports related to general customer servicing, introduction or changes of subscription service fees and plans, exchange rates and unit conversion, amendment or changes of the Agreement and its annexes, etc. using the Service Provider website or Customer Portal;
- 3.1.10. send invoice notifications for payment status on subscribed products and services;
- 3.1.11. invoice Customer for the product and service delivery;
- 3.1.12. carry out other duties in accordance with the information in this Agreement or the annexes thereto.

3.2. The Service Provider is entitled for:

- 3.2.1.** customer requesting of additional payments for product and service subscriptions where volume usage has been exceeded (through negligence, initiative or the latter), other than presented in service detail information or in this Agreement via Customer Portal system;
- 3.2.2.** to rely on the completeness, actuality and veracity of the information submitted by the Customer;
- 3.2.3.** if Customer funds are insufficient for product and service subscription cycle renewal, to disable, suspend or terminate the subscription and subject services, without prior notification for the Customer. Service subscription shall be resumed once the Customer confirms the due or overdue payments;
- 3.2.4.** if Customer payment delay exceeds five (5) days, to denounce this Agreement unilaterally;
- 3.2.5.** to transfer its obligations under this Agreement to another operator, with prior notification of the Customer of fifteen (15) calendar days. In this case, the Service Provider has the right to send the notification in electronic form using the Customer email address registered in the Customer Portal;
- 3.2.6.** to empower and enable a 3rd party to conclude the Agreement in the name and on behalf of the service provider and make the settlements with the Customer;
- 3.2.7.** to exercise other rights provided for in this Agreement and in the annexes thereto.

3.3. The Customer will undertake the following actions:

- 3.3.1.** register in Customer Portal system and provide all the necessary documents and information requested by the Service Provider, in accordance with the laws, rules and regulations laws in EU and Romania;
- 3.3.2.** accept Service Provider products and service subscriptions due dates, service and maintenance time windows, fees and taxes and perform subscription payment for service renewal until invoice due date and in acceptance with this Agreement and annexes thereto;
- 3.3.3.** to monitor independently the reception of email and text notifications from Service Provider website and Customer Portal regarding new and existing invoices, existing debts or unsettled payments, service notification, security notification, documents, contracts or term changes;
- 3.3.4.** to provide in the time the Service provider with any material, documentation or information (data) required for performance and system analysis in accordance with the provisions of this Agreement or complementary annexes that might apply to service subscription;
- 3.3.5.** to regular check for updates and/or changes on the Service Provider web pages for product and service subscription details, performed by the Service Provider;
- 3.3.6.** in the identification of an event of a technical fault, to immediately inform the Service Provider through the ticketing system and/or via the support email address: support@hosthub.ro;
- 3.3.7.** provides support and assistance to the Service Provider representatives, including but not limited to, the participation and experts and/or decision makers of the Customer and/or its representatives in negotiations;
- 3.3.8.** executes properly all the terms present in this Agreement and annexes thereto;
- 3.3.9.** performs other regular or mandatory tasks provided in this Agreement and in the annexes thereto.

3.4. The Customer is entitled to:

- 3.4.1.** use product and service subscriptions, within the limits laid down in this Agreement and in the annexes thereto;
- 3.4.2.** order additional product and service subscriptions from the Service Provider in accordance with the fees, taxes and other tariffs that might apply;
- 3.4.3.** dispense and disclose upon request information to the Service Provider for previous orders, in the manner specified by the Agreement and the annexes thereto;
- 3.4.4.** save the invoices issued by the Service Provider using the Customer Portal and perform payments for active product and service subscription;
- 3.4.5.** benefit from other rights of the Customer under this Agreement and the annexes thereto.

4. VOLUME DETERMINATION (QUANTITY) AND THE COST OF PRODUCTS AND SERVICES

- 4.1.** The volume of product and service subscribed by the Customer is presented on the Customer Portal, after Customer account login. Fees for each product and service subscription is presented in accordance with the segment or subscription type and update on a regular basis by the Service Provider in the Customer Portal.
- 4.2.** Product and service subscription fees are indicated in RON, EUR, USD or GBP and are calculated in RON, according to the exchange rates of the National Bank of Romania.
- 4.3.** All prices listed in the Agreement, annexes or Service Provider websites do not include VAT.

- 4.4.** Each product and service subscription volume consumed by a customer will be determined exclusively on the basis of the indications performed by the Service Provider and corresponding measuring infrastructure devices. The invoice volume and quantity are determined by the Service Provider hardware and software measuring systems for each product offering;
- 4.5.** The Service Provider has the right (unilaterally) to revise, add, modify or change subscription taxes and plans for product and service offerings. The Service Provider can establish internal exchange rates for payments regarding EUR, USD, GBP conversion to RON, considering the inflation rates in EU and Romania and national and European or global exchange rates fluctuation;
- 4.6.** The Service Provider is responsible for notifying the Customer prior to ten (10) days upon subscription fee changes and/or establishments of a new exchange rate for EUR, USD, GBP currency to RON currency, by posting specific information on the Service Provider website and Customer Portal or by sending email notifications;
- 4.7.** If the Customer does not agree with the subscription fee changes for the used service plan, the Customer may request the Service Provider for subscription transfer (plan downgrade) or subscription termination within the ten (10) days notification period, until new fee changes or fee updates amendments are enforced by the Service Provider. If Customer does not reply to the Service Provider fee changes notification within ten (10) days, all new rates will be considered as accepted by the Customer.
- 4.8.** If the Service Provider terminates the product and service subscription plan with upfront notification provided for each impacted Customer, the Customer is entitled to transfer to another subscription plan or to terminate the Agreement immediately. In the absence of a written consent on Agreement termination from the Customer, the Service Provider is entitled to transfer the subscription automatically on a new product and service plan.

5. TERMS OF PAYMENT

- 5.1.** Payments under this Agreement will be made by the Customer in advance prior to the provision of the product and service subscription the Customer subscribed.
- 5.2.** The Service Provider reserves the right to immediately suspend new product and service subscription provisioning for a Customer that has other due payment subscription that he did not confirm. The Service Provider will restart the product and service subscription for the Customer within 24 hours from Customer confirming all due payments.
- 5.3.** The Service Provider reserves the right, to remove Customer data from the infrastructure resources (websites, dns, emails, or other relevant data subject to the Customer account) if the subscription suspension or termination of the Customer service occurred as a result of multiple missed due date invoices, the accumulation of unpaid invoices or lack of response from Customer on the subscription status.

The Service Provider data retention for unpaid or unresponsive communication with the Customer is:

- Web Hosting, VPS/VDS and mailing Accounts - 30 days after which the Service Provider does not bear any responsibility for removal of the customer account data;
- Dedicated Server rental services – 15 days after which the Service Provider does not bear any responsibility for removal of the customer account data;

The Service Provider will be also entitled to retain Customer equipment (if previously provided) if subscription was provided using/including customer equipment, until the all-debt settlement;

- 5.4.** The Service Provider has the right to apply penalty fees (starting at 0.1% per day) for late subscription payment or missed due date invoice payments by the Customer upon product and service subscription restore.
- 5.5.** Payment for product and service subscription will be performed by the Customer using bank transfer or using international gateway payment processors (NETOPIA Payments, PayPal, etc) integrated by the Service Provider in the Customer Portal. Product and service subscription payment will be automatically must be issued by the Customer upon subscription and service registration and subscription cycle renewal and must contain the related specific information for the Customer that has been registered in the Customer Portal account.
- 5.6.** The Service Provider is entitled to suspend a refund request if:
- 5.6.1.** Refund request was not issued by the Customer;
- 5.6.2.** Refund request for payment order does not contain the information and details required;
- 5.6.3.** Refund request information does not match the Customer information from the Customer Portal;
- 5.7.** Official payment registration date (upon receiving the funds by the Service Provider) is in accordance with the entry in the Service Provider bank statement records. Banking charges for product and service subscription payment to the Service Provider bank accounts will be covered entirely by the Customer.
- 5.8.** The Customer is responsible for the correctness of the made payments. In the event of a Service Provider bank information account change, Service Provider will update all website and invoice information and notify all customers for updates changes. After the Customer receives the new bank information, he is sole responsible for correcting the payment information of a subscription renewal payment.

5.9. The Customer has the right to issue manual service renewal and perform any advance payments using the Customer Portal.

6. LIABILITIES

6.1. For partial or improper performing of the obligations listed in the current Agreement, the parties will be liable in accordance with the law and legislation of Romania.

6.2. Liability of the parties, not specified in the present Agreement, shall be laid down in the following documents:

- Customer registration in the Service Provider – Customer Portal;
- Provisioning rules and stages of product and service subscription;

6.3. In accordance with the telecommunication national law, the Service Provider has the right to suspend Customer's access to the subscription for the following events

- Customer breaks this Agreement or any annexes thereto
- Customer breaks the laws and regulation of Romania

6.4. If Customer does not mitigate the violation that caused the account subscription suspension, the Service Provider is entitled to terminate unilaterally the Agreement, without refunding any amounts to the Customer.

6.5. The Customer agrees to hold the Service Provider harmless against any claims of a 3rd party that has signed-off subscription provision agreements with the Customer, for a full or partial service subscription contract, provided by the Service Provider to the Customer via product and service subscription.

6.6. The Service Provider will not be in any circumstances, liable to the Customer for any indirect damages. Indirect damage may include, but without limiting to, loss of revenue or profits, expected savings, business or reputation, missed deadlines, missed contract or business opportunities. If the Customer can prove using legal documents and papers that the Service Provider liable for damage and compensation, the Service Provider paid compensation towards the Customer will not exceed 100 RON for each prejudice case.

6.7. Payment of the pecuniary penalties shall not exempt the parties from their obligations under the Agreement.

6.8. Other responsibilities of parties not covered by this Agreement and the annexes thereto, apply to the extent and in the manner prescribed by the legislation of Romania.

6.9. In case if, for certain categories of Customer, the law provides mandatory rules stipulating other bases and limits of liability of the Service Provider in relation to those set out in this Agreement and the annexes thereto, the provisions laid down by law are applicable in relation to such Customer.

7. CLAIMS AND DISPUTES

7.1. All disputes or differences that may arise between the parties should be resolved as possible, through negotiations.

7.2. If during the prior procedure, for some reason, no agreement is made (in addition to the negotiations which provide, mandatory, in accordance with the Law on telecommunications, the submission by the Customer of a complaint and its examination by the Service Provider), any dispute arising under this Agreement will be settled by the competent body of Romania, Bucharest.

7.3. Customer claim for product and service offering by the Service Provider are only accepted and reviewed if transmitted in writing and presented in a professional format, prescribed through telecommunication laws from Romania.

7.4. To resolve a technical dispute (in the process of identification of the involvement degree of a customer through technical means), as a direct or indirect result of his illegal actions in resource usage, the Service Provider is free to involve any competent expert organizations on a voluntary basis. When Customer fault is exposed and established through analysis, the Customer will be obligated to reimburse the cost of the expertise that has been carried out by external experts.

8. OTHER CONDITIONS

8.1. Through this Agreement, parties have concluded that actions of the Customer and on his behalf (his representative) undertaken in the Customer Portal, amend accordingly the rights and obligations of the parties and the conditions set out by this Agreement. Until Customer submits the required information for changing his representative entitled to act in the Customer Portal, the person empowered is deemed to be the corresponding representative of the Customer. The written information in the Customer Portal, authenticated by the Service Provider, is considered a solid proof for changes of this Agreement conditions.

8.2. The Service Provider has the right to disclose any information about the Customer only within the limits provided by the legislation of Romania and this Agreement.

8.3. For complaints regarding the content posted or hosted by the Customer, the Service Provider hereby expresses his consent to disclose to a third party the Customer information (name and address of residence), as well as contact information for the purpose of solving the dispute between the Customer and the 3rd party through legal means.

8.4. This Agreement constitutes a public contract on the basis of the Civil Code of Romania, the terms and conditions of a public contract are the same for all customers, except for those use-cases where law and other normative acts of Romania provide different benefits and responsibilities.

8.5. Customer will not assign his rights and obligations under this Agreement without the prior written consent of the Service Provider.

9. CONCLUSION OF THE AGREEMENT.

AGREEMENT VALIDITY.

AMENDMENT AND TERMINATION OF THE AGREEMENT.

9.1. Agreement enters validity starting with conclusion date. In accordance with the terms of the Civil Code of Romania, the terms of this Agreement will apply to the relationship between the parties from the date of customer registration in Customer Portal provided by the Service Provider and in accordance present law, rules and Romanian regulations.

9.2. The validity of the Agreement may be extended automatically for the following calendar year if none of the parties expressed in writing its intention to terminate the Agreement, at least 30 (thirty) calendar days before the end of the calendar year. However, the Service Provider has the right to send such a request in electronic form via Customer email address included in the Customer Portal.

9.3. The Agreement duration is one (1) year since sign-off of Customer registration and will be renewed with equal amounts of time for each product and service subscription renewal or new purchase.

9.4. The Service Provider is entitled to make unilaterally changes in the present Agreement and annexes thereto. The Service Provider will notify all customers with 10 calendar days prior of change of the amendment clauses change, through public posting and notification system.

9.5. If the Customer does not agree on clauses and Agreement amendments, he shall be entitled to terminate this Agreement immediately by notifying, in writing the Service Operator. In the absence of a written notification regarding termination of this Agreement, sent to the Service Provider by the customer, all new clauses and amendments are set to enter into validity and to be accepted by the Customer.

9.6. The Customer has the right to unilaterally terminate this Agreement and to refuse the Service Provider product and service subscription at any given time with a 30 days prior notice.

9.7. In the event of early Agreement termination, the Customer will only be refunded, upon an express, written request, for the value of the unused funds or services tax and fees, excepting the cases provided in this Agreement and in annexes thereto. In this case, the reimbursement will only be made through bank transfer. No transfer of funds shall be allowed, at the request of the Customer, by a third-party person or organization.

9.8. At the express, written request of the Customer, the Service Provider is obliged, without terminating the Agreement, to suspend the subscription of the product and services for the Customer, up to a maximum period of time equal to 3 months. In this case, the Customer will be charged for the entire period specified in the request, in accordance with the rates established for such situations.

9.9. The present Agreement shall be automatically terminated or terminated unilaterally by the Service Provider in the following cases:

- **9.9.1.** The present Agreement will automatically terminate for a natural customer and a legal person – non-residents of Romania, if there is a total cumulative payment debt for product and service subscription of more than 250 RON (50 EURs) for more than 30 days period of time.
- **9.9.2.** In case of a systematic violation (3x three or more times) by the Customer of the terms of this Agreement and/or the annexes thereto, the Service Provider has the right to terminate the subscription immediately, without issuing the Customer with any compensation, credit or refunds. The termination of the Agreement for given reason will be performed out by the Service Provider unilaterally by a notification sent to the Customer email address indicated on the Customer Portal account.
- **9.9.3.** If subscription suspension of products and services for the Customer and service deactivation of Customer data has been performed by the Service Provider in correlation with the Customer breaking the Agreement or annexes thereto terms or it lasts for a period of more than three (3) consecutive months from the date of Customer receiving the notification via email address and Customer Portal, from the Service Provider, the last, has the right to terminate the Agreement, without providing the Customer with any compensation, credit or refunds. Agreement termination will be performed by the Service Provider unilaterally, notifying the Customer using the email address included in the Customer Portal account.

9.10. The present Agreement will be considered terminated by all parties in the event of a unilateral refusal of the Customer to comply with the product and service subscription present in this Agreement and all other annexes. The following actions or lack of actions from Customer will be considered to be as a unilateral refusal to execute the Agreement, in good terms

and conditions Customer does top-up his Customer Portal account balance or fails to close the unsettled due payments for more than fourteen (14) calendar days and has a negative balance account on product and service subscription payments. During the fourteen (14) calendar days, customer resource and data will still be maintained by the Service Provider. At the end of that period, excepting the product and service subscription where payment plans set other terms, Customer resource and data will be removed. For these occurrences, the Service Provider will only provide data and information backup for the Customer on the last last seven (7) calendar days.

9.11. The Service Provider has the right to terminate the Agreement unilaterally in other cases provided for in the Agreement and annexes thereto, as well as by the legislation of Romania.

9.12. The present Agreement can be terminated at any time by the mutual agreement of the parties with 30 days prior notice of a written notification sent via email address.

10. DETAILS AND SIGNATURES OF THE PARTIES

Service Provider Customer

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European Valid Fiscal Code and VAT no: RO 30522146
EU registration ID: J2012001211295*