

Service Agreement

1. Service Agreement's parties

This service agreement ("Agreement") is between Bright Future Project located in Bucharest, Romania, registered at the Romanian Trade Registry Office under the following registration number J29/1211/2012 and EU VAT RO30522146, hereinafter referred to as "we", "us", "BFP" or "the Provider", on the one hand

and the customer, as individual or as representative of a company, referred as "customer", "client", "user", "you" on the other

By purchasing one of our services, both parties agree on the terms presented in this Service Agreement.

2. Definitions

"the service" or "the service(s)" – a service purchased from our Customer Portal.

"online purchase" – the purchase of the service performed via online channels like our websites.

"direct sale purchase" – the purchase of the service performed face to face

"data" – any information stored on our systems as a result to the purchase of the service

"access data" – the username and password provided by us to the customer to access the service administration interfaces

"prepaid service" – service provided exclusively after purchase and in full payment for the selected service period.

"service period" – the period of time for which the customer purchases the service

"invoice due date" – the date by which the service has to be paid in order to avoid service suspension or service termination.

"service suspension" – action performed by us consisting of temporarily suspending the service until the cause of service suspension is solved.

"service termination" – action performed by us consisting of closing down the service and permanently deleting the customer's data pertaining to the terminated service.

"plan" – the service purchased by the customer at the advertised price and containing all features, technical, functional or commercial as advertised.

"performance configuration" – the totality of technical features or additional services provided by us in order to offer the advertised solution performance.

Service Agreement

“service availability” – the time interval in which the service was accessible from the internet network

“service unavailability” – the time interval in which the service was not accessible from the internet network

“Customer Portal” – web interface offered by us to the customer which offers the possibility to: order new services, update customer information, update certain technical configuration pertaining to purchased services, cancel services, access unpaid and paid invoices, pay invoices.

3. Application of this Service Agreement

3.1 The Service Agreement apply to the services provided by BFP to you throughout the entire service period or renewed service period.

3.2 The Service Agreement contains the following sections: Service Agreement, Acceptable Usage Policy, Domain name agreement, Privacy Policy and Cookies Policy. Collectively these documents are referred as Service Agreement or by their individual names as needed.

3.2 The Service Agreement, together with your order represents the contract agreement and supersedes any other contract agreement previously established between you and BFP. Registering as a customer in the BFP Customer Portal or/and making a purchase constitutes acceptance of the service agreement.

3.3 In addition to this Service Agreement, all registration of domain names are subject to the terms and conditions set out in our Domain Name Agreement, an integral part of the Service Agreement. The Domain Name Agreement incorporates by reference the terms and conditions of the respective Registrar, its rules and regulations.

3.4 In this Service Agreement we mention certain legal rights you have, if you are a Consumer. This Service Agreement do not affect or change these legal rights.

4. Purchasing our service

4.1 According to the Service Agreement the method you use to choose which service to purchase or renew is referred to as an “Purchase Order.” First-time customers must purchase our service through our website. Existing customers may purchase or renew services through the Customer Portal, or by contacting our customer support team via chat, phone or ticket. You acknowledge and agree that all conversations with our customer support team shall be recorded and records of such conversations shall be treated as an Purchase Order for purchase

Service Agreement

or renewal of the respective Service(s).

4.2 The date on which you submit your Purchase Order for purchase of the service, shall be considered as the effective date of this Agreement. The Service Agreement will commence as of the effective date. The Service Agreement remains valid as long as you renew the service.

4.3 You must be at least eighteen (18) years of age at the time you place your Purchase Order. By submission of an Purchase Order you declare that you are eighteen (18) years old or older and have the legal capacity to enter into an contract agreement with BFP.

4.4 If you place a Purchase Order on behalf of a legal entity, you represent and warrant that you have the legal authority to bind such legal entity to this Service Agreement, in which case the terms “you” or “your” shall refer to such legal entity. In the event that BFP establishes that you do not have the legal authority to bind such legal entity, you will be personally liable for the obligations under this Service Agreement.

4.5 By placing a Purchase Order to purchase our service you declare that there is no other restriction to enter into an contract agreement with BFP and you are not subject to trade sanctions, embargoes, and other restrictions.

4.6 You understand and agree that all Purchase Orders may be subject to automated compliance checks to determine if they meet our financial, security and other reasonable criteria (Fraud Screen). If your Purchase Order is flagged for review by any of these checks, it may require our manual review and approval. For such reason, we might ask you for additional information before we can approve and accept your Purchase Order. We will use commercially reasonable efforts to review such Purchase Orders in a timely manner, but we are not liable for any delays.

4.7 By submitting a Purchase Order for purchase of our service you agree and expressly authorise us to use all personal data you provide in order to perform compliance and anti-fraud checks. You agree and expressly authorise us to disclose your personal data to third-parties or to obtain information about you from third parties, including but not limited to your credit/debit card number, in order to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorisation. Please refer to our Privacy Policy for further information about how we use your data.

4.8 Orders that fail our Fraud Screen will not be approved and the service will not be provided. In case a Purchase Order fails to pass the Fraud Screen, you will receive formal notice that your Purchase Order has been cancelled. We are unable to provide additional information about the reasons a particular Process Order fails to pass the Fraud Screen. In case your Purchase Order is cancelled and the service is not activated, BFP will reimburse

Service Agreement

you for all pre-paid fees within seven (7) working days as of the date of BFP's formal notice to you that your Purchase Order was cancelled. We have no liability for payment of any indemnification, compensation for damage or claims related to the Purchase Orders not approved because they have failed our Fraud Screen. No interest or other charges will accrue on the advance paid amounts.

4.9 In order to purchase and use our service you will be required to provide personal data. For the purposes of this Service Agreement, personal data shall have the meaning set out in our Privacy Policy. Please refer to our Privacy Policy for complete information on what personal data we collect and how we process and disclose it.

4.10 By uploading and storing content on our servers you acknowledge and agree that BFP shall act as a data processor regarding your content. The relationship between you and BFP related to processing of your content is set out in our Data processing Agreement (DPA), which is an integral part of our Privacy Policy and this Service Agreement.

5. The Service

5.1 For the purposes of this Service Agreement "The service" also includes without limitation, My Digital Start solution, VPS services, VDS services, Shared Hosting services, E-mail hosting services, additional features, website migration services, domain name registration services, support services, third-party products and services, any any other services which may be provided from time to time as set out on the portion of our website describing the individual Service (Product Pages).

5.2 The service will be provided to you as configured for our standard customer. We might modify, update or upgrade the services and/or add, remove or modify any software, functionality or configuration installed on or used by the service at any time with or without prior notice. You will bear ultimate responsibility to ensure that the services are configured to meet your operational, privacy and security needs. Your hardware, software as well as any other items you deem necessary to use the service shall be compatible with the service. We will not be obliged to modify the service to accommodate your use.

5.3 To the maximum extent applicable under national law and without affecting your rights as a Consumer, the service will be provided on "as-is basis". The hardware configurations may vary. BFP may replace your host server hardware, transfer it from one datacenter to another, transfer your account to another server, including to servers in another datacenter or geographic location, or modify certain software configurations when deemed necessary by BFP in order to ensure the quality and security of the service.

5.4 The proprietary and third-party software we offer as part of the service will be provided as-is and will be subject to availability and all warranty disclaimers and limitations of liability set out herein. Such software may have terms and conditions that are in addition to those set

Service Agreement

out in this Service Agreement. You must agree to those terms to use the software. If you fail to do so, you will not be able to use the service. Terms and conditions concerning the above mentioned third party software are incorporated by reference and links to any such terms.

5.5 We may assign an Internet Protocol (“IP”) address for your use. You shall have no right to use that IP address except as permitted by BFP in our sole discretion in connection with the use of our service. We shall retain ownership of all IP addresses assigned to you by BFP. We reserve the right to change or remove any and all such IP addresses in our sole discretion. You acknowledge and agree that shared IP addresses assigned to you by BFP shall be used by other customers as well.

5.6 We provide certain services designed to filter unwanted email. Depending on the services set out in your Purchase Order, email filtering may be activated by default; in other cases, it may be available as an additional paid Service. Email filtering will likely result in the capture of some legitimate email and the failure to capture some unwanted email that may contain spam, phishing scams and viruses. We recommend that you implement additional levels of protection. Email that is captured by our filtering system is not subject to our SLA.

6. Service Level Agreement (SLA)

6.1 To the maximum extent applicable under national law and without affecting your rights as a Consumer, this SLA is your sole and exclusive remedy for downtime, or any network, software, hardware or Equipment failure.

6.2. We guarantee network uptime 99.5% on an annual base. If we fall below the guaranteed network uptime, we will compensate you as follows:

- 99.5% – 99.00% uptime: 1 month free service on next purchase
- An additional month of free service on next purchase for every 5% of uptime lost below 99.00%

6.3 You may contact our customer service team if you believe an SLA event has occurred. Compensation is limited to the length of your current Service Period, but cannot exceed twelve months.

6.4 The following events do not count towards our calculation of uptime:

- Scheduled maintenance;
- Emergency maintenance, hardware and software failure remedied under 1 hour;
- Downtime caused by DNS and/or IP address changes for which you have been notified, but you failed to set your configuration;
- Distributed denial of service (DDOS) attacks, hacker attacks, and other similar events;
- Downtime caused by you, your own configuration, or third-party applications you use;

Service Agreement

- Downtime caused when you reach the maximum resources allocation for your plan;
- Downtime caused by your violation of the Service Agreement or any other policy announced on our website;
- Downtime during upgrade/downgrade of your Cloud or Dedicated Server resources;
- Downtime during processing of your technical support request(s); or
- Force majeure or any event beyond our control.

7. Fees and payment

7.1. You are responsible for the payment of the fee(s) set out on the Purchase Order, in the currency specified on the Purchase Order (Fees). All fees must be paid in advance for the entire service period or renewal service period set out on the Purchase Order.

7.2. The current fee(s) and payment method(s) are listed on our website. Unless a specific agreement for use of the service exists between BFP and you, you acknowledge and agree to pay the fee for the respective service indicated on our website at the time you submit your Purchase Order. BFP reserves the right to change the fees at any time without notification. Changes in fees shall be effective immediately and will apply for you as of your next purchase or renewal.

7.3. All Fees listed on our website are net of applicable taxes, unless explicitly stated otherwise. You are responsible for all taxes levied on the service.

7.4. In certain cases, the issuer of your payment method may charge you a foreign transaction fee or other fees, which may be added to the final amount that appears on your bank statement or posted as a separate charge. BFP has no control over such fees.

7.5. Customer's account(s) will not be activated or renewed until all outstanding fees are paid to BFP. Domain name registration fees must be paid in full before your domain name registration will be processed.

7.6. In the course of the order process, in case of payment by card, you will be asked to provide your card information, which will be verified. By submitting a Purchase Order you authorise BFP to verify your card and charge it for the total amount of your Purchase Order. If the issuer of your payment method refuses to authorise the transaction to BFP, we will not be liable for non-provisioning the service.

7.7. In case of payment via PayPal or a similar online payment provider, immediately after submitting your Process Order you will be directed to the web page of the payment provider, where you will authorise the payment. You acknowledge and agree that the processing of

Service Agreement

payments will be subject to the terms, conditions and privacy policies of the respective payment processors in addition to this Service Agreement. Once the transaction is completed, you will be redirected to our website.

7.8. You acknowledge and agree that your payment details shall be stored by our payment providers to process payment for any BFP service(s) you purchase or renew.

7.9. Our obligation to provide the service(s) depends on your payment of the Fees. It is your responsibility to ensure that we receive timely payment of the Fees.

7.10. You are responsible for keeping at least one active payment method on file. We reserve the right to make an alternative payment method primary if we determine that the current one is not active for any reason. You can manage your payment method(s) in the Customer Portal.

7.11. You confirm that any payment method you use and/or add on file is yours or that you have been specifically authorised by the owner of the card to use it for the purchase.

7.12. In case of delay in payment of any fees(s) due, for whatever reason, we may continue to attempt to collect payment from the payment method on file, suspend, and/or terminate your Services and pursue the collection costs incurred by BFP, including without limitation, any court and legal fees and BFP's reasonable attorneys' fees. We are not responsible for any deleted or lost Customer Content that results from any suspension or termination of the Service(s).

7.13. You acknowledge and agree that if your card issuer supports Recurring Billing Programs or Account Updater Services, we may participate in such programs or services. As part of these programs, your card issuer will send our payment processors updated information for your payment method(s) on file and we may automatically charge your new card without prior notification. Participation in such programs does not guarantee that we will receive payment of the fees. It is your responsibility to pay all fees due.

7.14. Certain service(s) may be available to you for free. Such service(s) may only be used by you during your current service period and may not be transferred to other Accounts or to third-parties. Upon termination of your contract agreement such Service(s) will also be terminated.

7.15. Invoices are due immediately upon receipt or according to due date for renewal. BFP reserves the right to suspend and/ or terminate the services until payment is made.

Service Agreement

7.16. By accepting the Service Agreement, you hereby authorise BFP to send you invoices electronically at the email address specified in your Customer Portal account.

7.17. Should the Services be suspended due to your fault for any reason, Fees will continue to accrue until the termination or expiry of the term of this contract agreement.

7.18. If you believe there is an error on your invoice, you must immediately 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 and initiate a “chargeback” based on this dispute, we may suspend the service(s) until the dispute is resolved. To reactivate your service(s), you must first pay all outstanding Fees.

7.19. Refund requests are processed as set out in our Refund Policy. We will apply any refund using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. BFP is not responsible for delays to refunds caused by processing institutions or expiration of the original payment method.

7.20. With your prior consent we may process a refund as credit added to your Customer Account to be used for future purchases and/or renewals of our Service(s).

8. Renewal Policy

8.1. All our Services are by default set to renew automatically. You can adjust the renewal settings and/or renew services manually from the Customer Portal at any time before a service is terminated.

8.2. All available renewal service periods and the respective renewal Fees are set out in your Customer Portal Account. From time-to-time special promotions may be available only for manual renewal of your services.

8.3. We will attempt to renew Services for which automatic renewal is enabled and charge the then current renewal fee(s) 30 days prior to expiration of the current service period.

8.4. If we cannot process a renewal at the scheduled date, we may make additional attempts to charge your payment method(s) until you renew the service(s) or terminate the Agreement. We will always charge for renewal the primary payment method on file first. Should the primary payment method fail, we will retry billing any other payment methods on file in the order listed in your Customer Portal Account. We are not responsible for the operation of the service(s), if services are suspended/terminated because your payment methods have expired

Service Agreement

or are no longer valid for any reason.

8.5. You acknowledge and agree that even if a service is set to renew automatically and/or you have an active payment method on file, we might not be able to renew the services. It is your responsibility to ensure that you have paid the fees and a renewal has been processed.

8.6. You acknowledge and agree the service(s) shall be terminated upon expiry of the suspension period, unless you activate the automatic renewal option or manually renew the service period of the service(s). You agree that BFP shall not bear any responsibility and liability for any damages 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, if we are unable to charge your payment method on file or you fail to renew the services manually.

9. Refund Policy

9.1 If you no longer need a service you have purchased or are unsatisfied with its performance, you can cancel it at any time. We recommend that cancellation requests are posted through your Customer Portal account.

9.2 Our Refund Policy covers initial and renewal Purchase Orders My Digital Start solution and most additional features we offer. For the initial period after an account is activated we will issue a full refund for services cancelled within 14 days from activation. For renewal fees we will issue a full refund, if cancellation is requested within 14 days from the date on which we receive payment for renewal and the renewal service period has not started. If the renewal service period has already started, we will refund the renewal fees less the fees due for the first month of the renewal service period. Refunds are processed within ten (10) business days after a service is cancelled.

9.3 Services that are tailor-made to you, are not covered by our Refund Policy. These include Domain name registrations, Paid support services, including Backup Creation and Backup Restore, and third-party Services. In any case, domain name fees are not refundable and may be due upon cancellation even if waived initially as part of a special promotion.

9.4 To the maximum extent applicable under national law and without affecting your rights as a Consumer, the Refund Policy is your sole and exclusive remedy should you decide to withdraw from this contract agreement.

Service Agreement

10. Upgrade / downgrade of services

10.1 You can choose to upgrade or downgrade the service at any time taking into consideration technical limitations that may prevent the possibility of service downgrade. By downgrading the service you acknowledge that the service may suffer performance degradation or may not be suited anymore to the scope for which it was acquired. You are sole responsible for choosing the service that fits your scope.

10.2 All available Upgrade/Downgrade options are listed in your Customer Portal account and are subject to the fees set out on the respective Product Pages (Upgrade Fee). Upon upgrade, the Upgrade fee covers the difference in fees between the two plans.

10.3 You can request a Downgrade by raising a ticket in your Customer Portal account. We may refuse to process your request if your account does not meet the conditions for a downgrade or if in our reasonable opinion the new plan is not suitable for your website. Any additional or free Services that are not included in or are not compatible with the new plan will be terminated. Upon downgrade we will prorate the difference in Fees between the two plans for any full months remaining from your service period, and will apply that as extra time to your new plan. If no full months remain, your Service will keep its current Term.

10.4 Space for e-mail messages and private cloud file storage components, is not subject to downgrade service downgrade

11. Customer Portal Account

11.1 If you are a new customer, upon purchase of our services we will create a Customer Account for you. Your Customer Account contains your personal details and grants you access to your Customer Portal to access, review, update and manage your services, payments and contact information.

11.2 If you purchase Services on behalf of another person or entity, you warrant that you will administer their Customer Account in good faith and in their best interest, 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.

11.3 Login to the User Area requires the use of username and password. You agree not to use the account, profile, username, or password of another user at any time. You will be solely responsible for the security of your login credentials. You shall keep all passwords confidential and take security measures to prevent unauthorised access to them. For security purposes, BFP highly recommends that you keep different passwords for different Customer

Service Agreement

Accounts and service providers, refrain from using any functionality that saves or stores your login credentials and regularly update your password.

11.4 You are solely responsible for the activity that occurs on your Customer Account, regardless of whether the activities are undertaken by you, your employees or a third party, and for keeping your Account password secure. You shall notify BFP immediately of any breach of security or unauthorised use of your Account to the following email address: support@bfproject.ro

11.5 You are responsible for providing and maintaining true, current, complete and accurate information. If you fail to do so, we accept no liability in the event that we grant access to the account to another person.

11.6 For avoidance of doubt, the individual or entity whose personal data is listed in the 'Account' section of the Customer Portal is considered by us to be the owner of the account (Account Owner). 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.

11.7 It is your obligation to ensure that you correctly indicate ownership of your account. If there is a dispute about ownership, the account may be locked until the parties to the dispute agree on a resolution, or until the matter is resolved judicially.

12. Use of services

12.1 You acknowledge and agree that your use of the service(s) and any Content uploaded, stored, published and displayed on or through the service(s) are in compliance with the Service Agreement and all applicable laws, including laws of the jurisdiction where the service or content is uploaded, hosted, stored, accessed or used. You shall implement any restrictions necessary in order to prohibit use of the services by any third party or in any jurisdiction, as required to comply with such laws.

12.2 You must ensure that each of your End users complies with the Service Agreement, and to any policies and agreements that are incorporated by reference.

12.3 You may not upload, store, publish and display on or through our Service(s) any personal data, private or any other personally identifying information, images, videos of minors or any third party, without the consent of said party (or a parent's consent in the case of a minor). If you use the services to upload, store, publish, display or otherwise disclose

Service Agreement

such information, you acknowledge and agree that you have obtained the prior consent of the said parties.

12.4 You shall not use our service(s) for hosting websites for high-risk activities where the interruption or malfunction of the services could lead to serious consequences, including but not limited to personal injury, death, environmental damage, etc. For such websites, you must receive confirmation from us that you can use the services before submitting your Purchase Order. Examples of high risk activities include but are not limited to nuclear facilities, air traffic control, life and health support, etc. Please refer to our Acceptable Use Policy for detailed information on the rules and guidelines for using our services.

12.5 You are responsible to provide accurate and complete information about you and your organization (if you purchase on behalf of a organization) and promptly update all provided information. We shall not be liable for any errors or damages caused by any failure from your side to provide complete and accurate information.

12.6 You are responsible for all your activity related to the use of our service(s) and the activity of any user who has access to your Customer Account and the services.

12.7 You declare that (i) you have technical knowledge necessary to ensure the proper use, administration, management of our service(s); (ii) you have sufficient knowledge about administering, designing and operating the functions facilitated by the services necessary to take advantage of them.

12.8 You acknowledge and agree that if you resell our services or administer services on behalf of others, you must ensure that each of your clients and/or end users complies with the Service Agreement. You understand and agree that you are responsible for all content uploaded, stored or transmitted on or through the services and any acts or omissions of your clients or end users that violate the Service Agreement or the law.

12.9 When using the services, you will ensure that neither you nor any of your end users make use of the server resources to BFP's detriment or that of other BFP customers.

12.10 You shall indemnify, defend and hold harmless BFP, and its respective officers, directors, shareholders, employees, agents and representatives against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that arise directly or indirectly from your or your end users' acts or omissions.

Service Agreement

12.11 You must obtain all equipment necessary to access and use our service(s). It is your responsibility to use equipment, software or applications which are compatible with our service(s). When accessing or using our services you may not use equipment and/or software which are faulty or with malfunctions that may cause security issues with our servers, damage the integrity of the network and/or vulnerability of the service(s).

12.12 You are solely responsible for obtaining all intellectual property rights in the intellectual property of others, including, but not limited to, clearances and/or other consents and authorisations necessary to use the names, marks or any content, materials which are used by you on, or transmitted through the Services.

12.13 If you use any third-party software on the services, you warrant to BFP that you are duly licensed to use the software, and that the licence grants sufficient rights to BFP to provide the Services. You agree to provide us with such licence(s) upon request. If you fail to provide reasonable evidence of licensing, BFP, at our sole discretion, may suspend the services and/or terminate the contract agreement with immediate effect.

12.14 You acknowledge and agree that BFP may periodically run a series of scripts (audit) on your service(s) to determine what third-party software is installed on the service(s) and how many users have access to each piece of software. You authorise us to disclose the results of such audits to third parties. You shall indemnify BFP against any costs, claims, losses, damages, liabilities, demands and/or expenses including reasonable legal costs incurred and/or suffered as a result of any failure by you to be properly licensed in respect of use of third-party software.

12.15 You shall provide to BFP, at your cost, any information, resources or facilities reasonably requested by BFP for the delivery of the Service(s) and, where necessary, ensure that your employees, contractors and other suppliers cooperate fully and promptly with BFP to such aim.

12.16 Any instructions supplied by you to BFP must be complete and accurate and clearly legible. We shall not be liable for any errors caused by any failure from your side to provide complete and accurate information. It's your obligation to follow our instructions and to cooperate with us for the proper provision of our services.

12.17 You acknowledge and agree not to make any modification or alteration of any part of our service(s) or related technologies.

12.18 You acknowledge and agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer or

Service Agreement

sell any content, software, or services contained on our Site, except where explicitly authorised by us.

12.19 You acknowledge and agree that any information, articles, tutorials, guidelines or technical support advice may be provided by us only for your convenience and do not constitute official statements.

12.20 You are responsible to make backup copies of all your content uploaded, stored, published and displayed on or through our service(s) in a location independent of ours, and will not use our Backup Services as your sole backup.

13. User content

13.1 You may upload, store, publish, display and disclose information, text, files, emails, images, designs, graphics, photos, videos, sounds, software and other content on or through the services (“user content”). User content includes any content posted by you or by users of any of your websites hosted through the services (“user websites”). You are solely responsible for any and all user content and any transactions or other activities conducted on or through user websites. By posting or disclosing user content on or through the services, you represent and warrant to BFP that (i) you have all necessary rights to display and disclose such content, and (ii) your posting or disclosure of user content does not violate the rights of BFP or any third party.

13.2 Solely for purposes of providing our services, you hereby grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable right and license to: (i) use, modify, publicly perform, publicly display, reproduce, excerpt (in whole or in part), publish, distribute user content, including to make back-up copies of user content and user websites without any payment. Except for the rights expressly granted herein, BFP does not acquire any right, title or interest in or to the user content, all of which shall remain solely with you.

13.3 BFP shall not exercise control over and accepts no responsibility for user content or any other information passing through our services. BFP may monitor user content, but is under no obligation to do so. If you or your end users post or publish any material in violation of the Service Agreement, or otherwise violate the Service Agreement, in order to resolve the issue BFP reserves the right to review your content and immediately take any corrective action, including without limitation removal of part or all of the user content or user websites, suspension or termination of any and all services with no refund. You hereby agree that BFP shall have no liability due to or arising out of any corrective action that BFP may undertake.

Service Agreement

14. Technical Support

14.1 We provide technical support for issues related to functionality of any Service(s) and features purchased from us. Our technical support is available for all customers and is provided on an as-is, as available basis.

14.2 We aim to deliver support in a fast and efficient manner, however, we cannot guarantee that all inquiries will be handled within the statistical averages advertised on our site.

14.3 You may request technical support through the Customer Portal account. Technical support will be provided via ticket/e-mail. Depending on the issue, we may not be able to provide assistance over all communication channels, but will recommend one where support can be delivered.

14.4 If you request technical support, you agree that we may have full access to your services and/or content. It is your obligation to perform and store a backup of your data and files prior to requesting technical support. You are solely responsible for any instructions you provide to us as part of your technical support request. You understand and agree that any modifications we perform in order to address your technical support issue may affect the functionality of your website and/or services. It is your responsibility to ensure that your website is operational and the services are configured to your needs once we complete work on your request.

14.5 If your request for technical support exceeds that of similarly situated customers or is outside the scope of our free technical support, we reserve the right to deny service related to such request.

14.6 To the maximum extent applicable under national law and without affecting your rights as a Consumer, all technical support is provided as-is and is subject to the disclaimers of warranties and limitation of liability set out in the service agreement . While we use reasonable efforts to provide technical support in a timely and professional manner, we cannot guarantee the result you expect or that an issue might not occur again. We retain the right not to process your technical support request(s), if: (i) you violate the Service Agreement; (ii) you are abusive towards our employees or subcontractors; (iii) the need for technical support services is due to any modification or attempted modification of the services made by you or any third party outside of BFP's control, or your failure or refusal to implement changes recommended by BFP. We may refuse to perform any request that requires changes not compatible with the BFP or not related to them or that might create a security risk or deteriorate their performance.

Service Agreement

14.7 We provide free technical support for issues related to our hosting platforms and features:

- Issues related to the functioning and functionality of any of our services, including issues you report related to the uptime and stability of our services;
- Issues related to the proper functionality of Customer Portal account , including tools and features provided by BFP , such as auto-update services, caching, staging, integration for currently supported SSL certificates, daily backup, control panels, CDN and other;
- Assistance related to settings and proper usage of the tools and features provided by us;
- Inquiries related to the registration, renewal, and transfer of domains to us, DNS or WHOIS updates. For issues related to domain transfer from BFP to another hosting provider or registrar, our support is limited to make sure the domain is transferable per the requirements for the respective domain extension.

14.8 Certain issues are outside the scope of our free technical support:

- Issues related to the installation of third-party scripts/applications not provided by BFP;
- Website related inquiries such as coding issues, database optimizations, benchmark tests, installation of new software on the server, changing the current setup of your servers, etc.;
- Issues related to web design, web development and/or customization;
- Inquiries related to the functioning of scripts, optimizations, SEO services, themes or extensions;
- Website security audits and malicious code clean-up issues.

14.9 If you request technical support for issues outside the scope of our free technical support services, we may provide you with assistance at our own discretion, subject to availability and additional fees. We will inform you, and receive your consent, prior to charging you for technical support. Fees for technical support must be paid in advance.

15. Backup Services

15.1 We will use good faith efforts to backup data stored on your account. We will backup your website data according to each service backup policy. We will not backup files holding temporary or transient data which cannot be restored in a useful state.

15.2 You acknowledge and agree that due to technical reasons a backup copy may not be available for restore upon your request. Examples of technical reasons include but are not limited to excessive number of files in the backup, backup software failure, storage failure or corrupted backup files.

Service Agreement

15.3 We keep a limited number of backup copies of your account as set out on the respective Product Page. If you upgrade/downgrade the Services, we may delete old backup copies created on your previous plan and start new Backups of your data.

15.4 In the event that you are not satisfied with the outcome of any Backup Restore, it shall be your obligation to restore your files and data from your own backup. If we provide data to you from a backup, it will be provided as raw data, and you may be required to reformat that data so that it reflects a prior configuration or use. Our only obligation is to restore your data from a backup copy.

15.5 To the maximum extent applicable under national law and without affecting your rights as a Consumer, our Backup Services are provided “as-is” and are subject to all limitations of liability set out in the Service Agreement.

16. BFP content

16.1 BFP retains ownership of all intellectual property rights related to the provisioning of the service(s). BFP grants to you a non-exclusive, non-transferable limited license to access and use the service(s) during the service period or any renewal service period. All trademarks, product names, services, software, script, source code, content, photos, graphics, videos on our website, logos or slogans (“BFP’s content”) used by BFP are owned by or licensed to BFP. You acknowledge and agree not to modify, copy, reproduce, download, transmit, distribute, sell, license, publish, broadcast, create derivative works from, or store BFP’s content for purposes other than using our services, without our express prior written consent. Unless otherwise set out in the Service Agreement, you own all right, title and interest to the information you place on our servers pursuant to the services. If you submit feedback to us concerning your idea and suggestions related to the services, we shall have the right to use that information to improve our business processes. You have no right to any intellectual property that is based on an improvement to our business based on this feedback.

16.2 You are welcome to provide us with a written or verbal testimonials of our services in connection with your use of the services. You acknowledge and agree that we may, at our discretion, use the testimonial to promote our services online and in social media. Further to our use of your testimonial, you hereby agree and give your consent to BFP to publish your name, voice or likeness, profession, website, video and/or contact information in connection with the publication of the testimonial. If you would like to withdraw your consent, please send your request to support@bfproject.ro

17. Third party links

17.1 Our site and services may contain link(s) to other websites operated by or with content provided by third parties. You understand and agree that BFP has no control over any such

Service Agreement

third-party websites or their content and will have no liability arising out of or related to your use of any third-party websites or their content. BFP shall not bear any responsibility for any legal documents (agreements, terms and conditions, policies and etc), content and practice of any third-party websites. The existence of any third-party links does not constitute endorsement of such websites, their content, or their operators. BFP includes these links only for your convenience.

17.2 You acknowledge and agree that third-party links on our website may contain affiliate tracking and BFP may collect a share of sales or other compensation from such links.

18. Warranties

To the maximum extent allowed by applicable law and without affecting your rights as a Consumer, you acknowledge and agree that the services are provided by BFP as-is and you assume all risks and liabilities arising from or relating to your use of and reliance upon the services, and that BFP makes no representation or warranty with respect thereto. BFP hereby expressly disclaims all representations, warranties and conditions regarding the services, whether express or implied, including any representation or warranty in regard to quality, performance, non-infringement, commercial utility, merchantability or fitness of the services for a particular purpose. In addition, BFP expressly disclaims any express or implied obligation or warranty of the services, that could be construed to require BFP to provide services in such a manner to allow the Customer to comply with any law, regulation, rule or court order applicable to the actions or functions of the Customer. Without limiting the generality of the foregoing, we do not warrant that the service(s) will meet any or all of your needs; will operate in all of the combinations which may be selected for use by you; or that the operation of the service(s) will be uninterrupted, error-free or completely secure. No BFP employee, supplier or subcontractor is authorized to make any warranty on our behalf and if they make such warranties BFP shall not be bound by them.

19. Limitation of liability

To the maximum extent permitted by applicable law, and without affecting your rights as a Consumer, you agree that you will not under any circumstances, including negligence, hold BFP, its officers, directors, employees, licensors, agents, subcontractors and/or third party service providers liable for any direct or indirect damages of any nature and type suffered by the Customer of third parties, including, but not limited to, damages for loss of profits, cost savings, revenue, business, data or use, or any other pecuniary loss that may result from: delays, malfunctions, suspension and any other interruption in the provision of the service(s) due to events beyond our reasonable control (for example: force majeure, third party conduct/acts, including BFP's licensors and suppliers, faults and malfunctions of the machines, software and other equipment, whether owned by us or our licensors/suppliers; acts and/or omissions made by Customers and in contrast with the obligations undertaken under the Service Agreement); data loss due to hardware or software failure; any information, data, content in or accessed through the services; any action, information or instruction provided as

Service Agreement

part of our technical support services; your use of the service(s). You agree that the foregoing limitations apply whether based on warranty, contract or tort or any other legal theory and apply even if we have been advised of the possibility of such damages. In no event, we will be liable to you in the aggregate with respect to any and all breaches, defaults, or claims of liability under the Service Agreement or under any other agreement or document for an amount greater than the fees actually paid by you to us for the respective service(s) during the twelve month period preceding a claim giving rise to such liability. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. You agree that in those jurisdictions, our liability will be limited to the extent permitted by law and your rights as a Consumer will not be affected.

20. Indemnity

You acknowledge and agree to indemnify, defend and hold harmless BFP defend, fully compensate us, our affiliates, subsidiaries, parent and related companies, licensors and any third-party service providers and each of their respective officers, directors, employees, shareholders and agents (each an “indemnified party” and, collectively, “indemnified parties”) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorneys’ fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to: (i) your use of the services; (ii) any violation by you of the Service Agreement, our policies or documents which are incorporated herein, or any law; (iii) any breach of any of your representations, warranties or covenants contained in the Service Agreement; and/or (iv) any acts or omissions by you. The terms of this section shall survive any termination of the contract agreement. For the purpose of this clause only, the term “you” as set out in subparagraphs (i) through (iv) includes you, end users, visitors to your website, and users of your products or services. The terms of this article shall survive the termination of the contract agreement.

21. Service period and termination

21.1 The service period for each service you purchase shall be set out on the Purchase Order. The service period may be extended as described in our renewal policy or may be terminated as described below. For avoidance of doubt, “service period ” shall include the initial service period and any renewal service period.

21.2 You may terminate a Service at any time through the Customer Portal account (cancellation request). We will send you an email confirmation to acknowledge your completion of the cancellation request (cancellation confirmation). If you fail to 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 continue to 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 Refund Policy.

Service Agreement

21.3 If you are a Consumer, you have the right to withdraw from this contract agreement, informing us of your decision to withdraw through the Customer Portal (Cancellation Request) or by means of a clear declaration (e.g. a letter sent via post, fax or email).

21.4 You acknowledge and agree that any domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any applicable rules or policies, including, but not limited to: (i) the UDRP; (ii) any ICANN adopted policy; (iii) any registrar or registry administrator procedures; or (iv) any other ccTLD registry administrator procedures.

21.5 Without prejudice to the provisions laid down in other clauses of the Service Agreement, BFP shall be allowed to terminate this contract agreement with or without notice with immediate effect if (i) you fail to pay any fees due; (ii) you breach the Service Agreement, our Acceptable Use Policy or any other policy incorporated herein by reference, or any law and fail to cure that breach within 48 hours after receipt of written notice; (iii) you repeatedly infringe any policy incorporated herein or announced on our website; (iv) in case of any action and/or omission, failure and/or malfunction caused by you or your end user(s) which damage BFP servers and facilities or the servers and facilities of other network hosts or Internet users; (v) you disclose false or misleading allegations that may negatively impact our reputation and (vi) transfer all or part of your obligations and/or rights under this contract agreement to third parties, without our prior written consent.

21.6 BFP may also terminate this contract agreement by fifteen (15) days written notice as of the date of its receipt if (i) according to BFP's reasonable opinion, you do not have basic technical knowledge to use the service(s) without excessive ongoing technical support; (ii) BFP determines in good faith that continued provision of the service has become unfeasible for technical, legal, regulatory, economic or any other material reason.

21.7 BFP may discontinue provisioning of certain service(s) or terminate this contract agreement, if a third party ceases to make components of the service available to us.

21.8 It is important to understand that certain services are bundled together. As a result, termination of the services may result in immediate termination of multiple aspects of the services. Upon termination any information, data, content and files stored by you on our server shall be deleted. We may keep backup data for terminated services for up to sixty (60) days after termination and provide you with access to that data upon request and subject to availability. IP addresses and server space are recycled. It is your obligation to ensure that you arrange to migrate your website(s) or content off our servers and relinquish use of the IP address assigned to you in connection with the use of our service(s) prior to termination. We have no obligation to provide any service(s) to you including forward of email(s) following termination.

Service Agreement

22. Complaints

22.1 If for any reason you are not satisfied with our services, you may send your complaint to us via: email at support@bfproject.ro, or opening a support ticket through the Customer Portal account.

22.2 You may have the option to escalate a chat or support ticket to a Supervisor/Manager. You should include any tracking numbers or other references from your previous correspondence with us in order to be able to recover the full history of your complaint.

22.3 We will take care to review, investigate and respond to any complaint(s) fairly and thoroughly. All complaints must be in writing and clearly indicate the name and contact details of the complainant. If you have relevant documentary evidence to support your complaint, it should be enclosed to the complaint. Evidence submitted should be as concise as possible and relevant to the complaint.

22.4 Complaints made over the phone shall be recorded, but wherever possible, should be confirmed in writing. Anonymous complaints will not be reviewed.

22.5 When you submit a complaint, BFP will acquire any and all personal data included in the complaint. In order to follow up on your complaint, BFP may need to provide your complaint enclosed with evidences to a person subject of the complaint and third parties as consultants and subcontractors. BFP shall process all personal data included in the complaints in compliance with our Privacy Policy.

22.6 BFP will review the complaint and will provide a written answer within 10 (ten) business days from receipt of the complaint. If the complaint requires more detailed investigation, you will receive an interim response describing what is being done to deal with the matter, and when you can expect a final reply.

23. Dispute resolution

23.1 In the event of any dispute, controversy or claim arising out of or related to this contract agreement, you and BFP shall use reasonable effort to settle such disputes or differences. To this effect, we shall consult and negotiate each other with the aim to reach a solution satisfactory to each Party.

23.2 You agree that the Courts of Bucharest, Romania shall have the sole jurisdiction over all disputes and other matters relating to the execution, interpretation, enforcement and termination of this contract agreement or any other document entered into by the Parties

Service Agreement

related thereto. All disputes and other matters relating to the interpretation and enforcement of the Service Agreement as well as any other document entered into by the Parties shall be governed by the laws of Romania.

23.3 Based on Regulation No. 524/13/EC, if you are a Consumer you have the right to use the internet platform for the Online Settlement of Disputes between Entrepreneurs and Consumers (“OS-Platform”), established and operated by the EU Commission. The OS-Platform can be accessed at the following web page: <http://ec.europa.eu/consumers/odr/>. The internet platform for the Online Settlement of Disputes is applicable only for the Consumers.

24. Notices

24.1 We will send notices to you using the contact information in your Customer Account. We may send you notices by email, a ticket in the Customer Portal or a notice posted in your Customer Portal account. We have no responsibility for notices not delivered due to outdated or inaccurate contact information.

24.2 Any notices to us related to issues governed by our Privacy Policy shall be addressed to us at support@bfproject.ro

24.3 You may send us notices, requests, claims, consents, waivers, demands or any other communication related to this contract agreement by (i) opening a ticket through the Customer Portal account; (ii) email; (iii) mail; or (iv) internationally recognized courier.

24.4 Notice shall be considered duly given and effective: (i) if sent by ticket, on the date the ticket is recorded in the Customer Portal account; (ii) if sent by email, on the day when received in the designated email account; (iii) if sent by first-class mail, on the date of delivery by the appropriate postal service; (iv) if sent by internationally recognized courier, on the date of delivery by such courier.

25. General Provisions

25.1 Applicable law. This Agreement will be governed by and interpreted in accordance with the laws of Romania.

25.2 Waiver. If at any time during the term of this contract agreement we fail to insist upon strict performance of any of your obligations under this contract agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver

Service Agreement

of any subsequent default. No waiver by us of any term of this contract agreement shall be effective unless it is expressly stated to be a waiver and is communicated by you in writing.

25.3 Assignment. Successors. You may not assign or transfer this contract agreement or any of its rights or obligations hereunder, without our prior explicit written consent. Any assignments in violation of the foregoing shall be null and void and of no force or effect. You acknowledge and agree that BFP may assign its rights and obligations under this contract agreement, and may engage subcontractors in performing its duties and exercising its rights hereunder, without your further explicit consent. This contract agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assignees.

25.4 Independent Contractors. This contract agreement does not create any agency, partnership, joint venture, or franchise relationship. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

25.5 Severability. If any one or more of the provisions contained herein or of the applicable policies of BFP shall, for any reason, be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision(s) will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law. You further agree and understand that the validity of or enforceability of any other provision (or of such provision, to the extent its application is not invalid or unenforceable) of this contract agreement and the policies announced on our site shall not be affected.

25.6 Force Majeure. With the exception of Customer's payment obligations, neither Party will be responsible for any interruption, delay or other failure to fulfill any obligation under this contract agreement resulting from acts of God, storms, flood, riots, fire, acts of civil or military authority, war, terrorism, epidemics, pandemics, shortage of power, telecommunications or internet service interruptions or other acts or causes reasonably beyond the control of that Party.

In the event of an occurrence of a Force Majeure, the Party whose performance is affected thereby shall give to the other Party notice of suspension as soon as reasonably practicable, stating the date and extent of such suspension and the cause thereof, and such Party shall resume the performance of such obligations as soon as reasonably practicable upon the cessation of such Force Majeure and its effects.

During a Force Majeure event, you shall be entitled to seek an alternative hosting provider at your own cost with respect to the affected services. If a Force Majeure event continues to exist for more than twenty (20) consecutive days, each Party shall be entitled to terminate the contract agreement for affected Services.

Service Agreement

26. Change of Service Agreement

BFP may modify the Service Agreement at any time with immediate effect. We will inform you about modifications to the Service Agreement by email and via notices in your Customer Portal account. BFP shall not be liable for your failure to receive an email notification due to an inaccurate email address.

If you do not agree to the changes in the Service Agreement, you must suspend use of the services and terminate this contract agreement within ten (10) business days of receiving notification from us.

To the extent permitted by applicable law, continued use of the services after you have received a notice for changes to the Service Agreement will be considered as acceptance of such changes and in force in the agreement between the user and BFP, unless you have sent us a termination notice.

Where the change in Service Agreement is required by law or related to the addition of a new service, extra functionality to the existing service(s) or any other change which neither reduces your rights nor increases your responsibilities, the Service Agreement will be changed without prior notice to you and shall have immediate effect.

No clarification or explanation of the Service Agreement provided by the Parties will have the power to modify the provisions of the Service Agreement.

27. Survival

Articles 6, 12.10, 15.6, 18, 19, 20, 23, 24, 25.1, 25.5 and 27 shall survive the termination of this Agreement.