

(TOS) – PREPAID SERVERS

TERMS OF SERVICE

When using the Service provided by Vargonen, defined below in Section 1.1, you agree to be bound by all of the following terms (the "Terms of Service") within this Agreement. Vargonen reserves the right to alter, amend or modify any provision of this Terms of Service Agreement at any time with or without prior notice to you. This Agreement is effective from your acceptance thereof, which is indicated by the establishment of your account. If you are a current Vargonen Customer when this Agreement is activated, your continued use of the Service constitutes your acceptance of this Agreement.

1. Service

1.1.Vargonen provides Hosting services, including, but not limited to, dedicated servers, Disk space for File Storage; FTP Access for uploading and downloading files to and from your assigned server / account (the "Service").

1.2.Any means of identification assigned to you by Vargonen (including username and IP address) will remain the property of Vargonen. Vargonen reserves the right to alter or replace these forms of identification at any time.

1.3.Vargonen makes no guarantees as to the continuous availability of the Service or any specific feature of the Service. Vargonen reserves the right to discontinue and/or change the Service or any of its features at any time with or without notice.

1.4 The servers are unmanaged. Support is based on Best Effort. Support will be charged per 15 minutes, unless the reason for the Support is a fault, outage and/or omission by Vargonen.

2. Registration Requirements

2.1.In consideration of the Use of the Service, outlined below in Section 3, Customer certifies to Vargonen that he/she is not a minor. By accepting this Agreement, you represent that you are at least 18 years of age.

2.2.You agree to provide Vargonen with accurate, complete and up-to-date billing information, including your legal name, electronic mail (e-mail) address, home address, business address and telephone number. All changes to this information must be reported to Vargonen within thirty (30) days of the change.

2.3.By accepting this Agreement, you agree that you are responsible for all charges posted to your account until you close the account as specified in Section 11. If any information provided by you is inaccurate, not current or incomplete, Vargonen retains the right to suspend or terminate your account.

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3. Use of the Service

3.1.You, and those you authorize, are the only individuals who are authorized to access the Service through your account. You must ensure that all authorized users on behalf of your account comply with this Agreement.

3.2.You are responsible for maintaining the confidentiality of passwords used by yourself or any authorized user for your account.

3.3.You will not use the Service or permit others to use the Service through your account in any way that violates any law or regulation; subjects Vargonen to liability; or is in any violation of the Vargonen Terms of Service Agreement.

4. User Conduct

4.1.You agree to be solely responsible for the content of your transmissions through the Service. You acknowledge that Vargonen simply acts as a passive conduit for the distribution and transmission of data.

4.2 You may resell the Service.

4.3.You agree that your use of the Service is subject to all applicable local, state, national and international laws and regulations. Furthermore, you agree that you recognize that violation of any such laws, rules and regulations shall be cause for immediate termination, without notice, of your account at the sole discretion of Vargonen.

5. Unacceptable Use of Service

5.1.Illegality in any form, including, but not limited to, activities such as unauthorized distribution or copying of copyrighted software; violation of Dutch, European or International export restrictions; harassment; fraud; drug dealing; intentionally inflicting emotional distress; violating trademarks; copyrights; and other intellectual property rights.

5.2.We reserve the right to remove permission to access the Service if we suspect security violation attempts involving your account, whether directly deliberately caused by you or not.

5.3.Spamming, to send unsolicited commercial email or newsgroup posts, from the server or involving your domain.

5.4.Mail bombing, sending of large files or emails to other users against the request of an Internet user, whether or not our servers are used.

5.5.Violations of system or network security is prohibited, and may result in criminal and civil liability. Examples include, but are not limited to, the following: Unauthorized access, use, probe, or scan of a

systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

5.6. Unacceptable site content, links, storage and/or distribution including, but not limited to, pirated software or programs which are intended or used for security violation purposes ("cracking software"); "Warez Sites"; "IRC Bots"; and defamatory, scandalous, or private information about a person without their consent.

ALL FORMS OF 'UNACCEPTABLE USE OF SERVICE' ARE STRICTLY FORBIDDEN. EVIDENCE OF SUCH MATERIAL WILL BE CAUSE FOR IMMEDIATE TERMINATION OF SERVICE. VARGONEN WILL BE THE SOLE ARBITERS AS TO WHAT CONSTITUTES A VIOLATION OF THIS PROVISION. VARGONEN WILL

NOTIFY THE APPROPRIATE LAW ENFORCEMENT DEPARTMENT IF SUCH VIOLATION IS A CRIMINAL OFFENSE.

6. Fees

6.1. Setup fees (where applicable) are non-refundable. Vargonen does not issue refunds for fees paid in advance or for fees and/or payment made towards your account.

6.2. Current pricing for Vargonen services may be obtained by sending an email to: administration@vargonen.com. Vargonen reserves the right to change prices, rates and/or institute new charges/fees at any time upon thirty (30) days prior notice.

6.3. A service charge of **Euro 25,00** will be assessed to your account for each payment (check, credit card, paypal and other means) that is returned to Vargonen for insufficient funds.

6.4. Payment must be made towards your account five (5) business days before its assigned due date. If your account is delinquent, your account may be suspended or terminated at the sole discretion of Vargonen.

IF YOUR ACCOUNT INCURS CHARGES THAT ARE DENIED BY YOUR FINANCIAL INSTITUTION, VARGONEN RESERVES THE RIGHT TO RE-BILL FOR THOSE CHARGES, REGARDLESS OF YOUR ACCOUNT STATUS.

Vargonen may, at its sole discretion, charge a fee of **Euro 125,00** or greater to reinstate a suspended account.

6.5. If you believe that Vargonen has billed you in error, you must contact the Administration Department within thirty (30) days of the invoice or transaction date of the charge. Refunds or adjustments will not be given for any charges billed in error that are more than thirty (30) days old.

6.6.All payments shall be in Euro. Customer shall pay all transaction costs.

7. Disclaimer of Warranties

7.1.You assume full responsibility and risk for use of the Service by you and your authorized users. The Service is provided on an "as is" and "as available" basis. Vargonen does not warrant that the Service will be uninterrupted or error-free. Vargonen makes no express or implied warranties, representations or endorsements including, but not limited to, warranties of title, non-infringement or implied warranties of service or fitness for a particular purpose regarding all information or service provided through Vargonen. No advice or information given by Vargonen, its employees, affiliates or contractors shall create a warranty.

7.2.Vargonen shall not be liable for any costs or damages arising directly or indirectly from use of the Service. It is solely your responsibility to evaluate the accuracy, quality, completeness, and usefulness of all opinions, advice, services, and other information provided through the Service.

8. User Remedies

8.1.If you are dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by closing your account by one of the methods outlined in Section 11.

8.2.Under no circumstances shall Vargonen, its employees, affiliates or contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from any: use the Service or your inability to use the Service; your reliance on or use of information, services or merchandise provided on or through the Service or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance.

9. Indemnity

You agree to defend, indemnify, and hold Vargonen and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by you or those who access this Service through your account; the use of the Service or the Internet in general; and the placement or transmission of any message, information, software, or other materials on the Internet by you or by those who have access to the Service through your account.

10. Term & Termination of Agreement

10.1. The initial term shall commence on the 1st calendar day of the month following the start date of the server and expire after three (3) months, unless earlier terminated as expressly set forth herein. After the initial term has expired, the term shall automatically renew for successive three (3) month renewal terms unless either party gives notice of termination to the other at least five (5)

business days prior to the expiration of the then current term. In the event the initial term is longer than three (3) months, the renewal terms will be the same as the initial term.

10.2. You may terminate this Agreement by using the methods outlined in Section 11 of this Agreement. Your termination will only be complete upon your receipt of a confirmation number from Vargonen. You will receive this confirmation number either via Electronic Mail. Charges to your account will stop accruing the day you receive your confirmation number. Vargonen will not issue refunds.

10.3. Vargonen may terminate this Agreement at any time immediately if you or any person who has access to the Service through your account, commit a material breach of this Agreement including, but not limited to, a breach of any obligation imposed under Sections 2, 3, 4, 5 or 6 or if you fail to pay any charges within ten (10) days of the date they accrue.

10.4. Upon termination of this Agreement, all rights granted to you or your authorized users under this Agreement shall immediately cease and terminate.

10.4. Termination from this Agreement does not release you from the obligation to pay all accrued charges under this Agreement.

10.5. Sections 6, 7, 8, 9, and 11 shall survive termination of this Agreement; Vargonen retains the right to enforce these provisions regardless of account status.

11. Closing an Account

11.1. You may close your account by sending an email to administration@vargonen.nl. The request must meet the following criteria:

- Include your account information (Customer number, server name)
- Reference your Order/Authorization Number you received with your first receipt of payment.

Failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.

12. Applicable law

12.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflicts of law provisions. You consent to the personal jurisdiction of the courts having jurisdiction for Utrecht, with respect to all disputes arising out of this Agreement, your use of the Service or otherwise between you and Vargonen. Any cause of action you may have with respect to the Service must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action is barred.