

GENERAL TERMS AND CONDITIONS  
on cPanel Hosting service use

## GLOSSARY

- Website means collection of interrelated internet pages which may contain text, sound, images or videos, and which can be accessed via Internet, either by using internet addresses (URLs) with common domain name or by using an IP address.
- Provider's server means computer with all its resources (hard disk space, memory, internet link, etc.) which is constantly connected to Internet.
- Internet means global information-computing network based on IP protocol.
- URL means identifier – address of the Internet content.
- HTTP means protocol of application level used as base for exchange of information between computer and web servers connected to Internet.
- Web server means server where websites are placed.
- E-mail means Internet server which allows exchange of text messages and files between users who have e-mail accounts and Internet connection.
- E-mail account means physical location where the e-mails are delivered with associated identifier in the following form: `UserName@InternetDomainName`.
- E-mail Alias means alternative (virtual) e-mail address for the same physical location where the e-mails are delivered.
- Hosting resource may be system resource (software, hardware and other infrastructure) or human resource. System resource in terms of this Agreement means any technical resource on the Provider's side which is necessary to provide hosting and adequate operations of the Customer's website and associated e-mail accounts (disk space, quantity of transferred data, number of e-mail accounts, etc.).
- Backup means backup copy of all of Customer's data made by Internet Provider used to restore proper operation of website in case of hardware failure.
- Database means organized set of Customer's data located on Provider's server which is accessed using SQL languages.
- Proxy server means proxy or tunnel for traffic between two servers.
- Filesharing means sharing and distributing data using peer to peer network, BitTorrent and file hosting service.
- Hosting services mean all of Provider's services which allow the Customer to host, represent, or make available certain content, and some of different types of hosting services include: domain parking, web hosting i.e. shared hosting, virtual servers, dedicated servers, server housing, telehousing, etc.
- FTP account means set of parameters necessary to access Provider's server which is used to modify the content of website by using the FTP protocol.
- Logging in is the identification procedure and user authorization.
- Username is the identifier of the Customer used to log into control panel of their website and to update the content of their website by using the FTP protocol.
- Log file means the file which contains the information on important events related to the Customer's website.
- HTML file is the file which contains text and special codes used to define the appearance and content of one page of the Customer's website which enables certain interactive communication based on entering certain information entered by the visitors of the website into the website itself and/or viewing and downloading certain information from website by the visitors.

### **Article 1** **Subject and Definition**

These terms and conditions regulate mutual rights, obligations and responsibilities of Customers and Provider in connection with the use of cPanel hosting service. cPanel hosting service allows Customer to create email accounts and set their Internet presentation on Provider server and thus make them available 24 hours a day via the Internet, for which the Customer is obliged to pay a fee.

Provider cPanel hosting servers are located in one of the data centers used by Provider.

By completing the Customer Form - Application Form, which can be in electronic form, the User accepts the General Terms of Service and Pricing cPanel.

### **Article 2** **Basic obligations of Provider**

Provider is hereby obliged to:

1. allow Customer to place their website on Provider's server
2. provide permanent connection of the Customer's website with the internet, within agreed limits, capacities and technical capabilities listed by the Customer on Application form.

Provider shall start fulfilling its obligations which are the subject of this Agreement only after the Customer has paid the yearly service fee in case the Customer wants to pay for the hosting on yearly basis, in accordance with the Pricelist or the service fee for the first month of use if the Customer chose to pay for the service on monthly basis).

### **Article 3**

#### **Other obligations of Provider**

In addition to basic obligations, Provider is hereby also obliged to:

- perform domain name registration on Customer's behalf upon Customer's request, in accordance with the regulations, in exchange for the fee in accordance with Provider's pricelist
- initially define FTP parameters for presentation modification and to give Customer access to web visitation statistics
- set Customer's username when signing the application form based on Customer's suggestion and if suggested username already exists to offer another username

notify Customer about conventions and recommendations in the area of telecommunication law, as well as the Internet Code of Conduct related to prohibited content on Customer's presentation, which is available at: <http://www.eunethosting.com/dokumentacija>

- protect the rights to confidentiality of the Customer's information and that contained on their presentation which is known to Provider, except in situations expressly set forth by the Law or this Agreement
- make effort to provide to all users of cPanel hosting service maximum quality and reliability
- not set arbitrary limitations on the number of visitors and users of the website or the amount of content that the Customer can place on their website, nor additionally charge for the increased use of the space and bandwidth for the packages with unlimited resources, provided that the Customer uses the services in accordance with these Terms. In most cases, the Customer's website will be able to support as much traffic as the Customer can legitimately achieve. Provider reserves the right to limit the resources when necessary to prevent the negative impact on other users, but obliges not to suspend the website as long as the server is able to maintain operations without negative effect on other users.
- ensure the use of unlimited number of domain names registered through Provider
- provide service of domain name parking for domains which are not registered through Provider under the commercial terms and conditions.

### **Article 4**

#### **Basic obligations of the Customer**

The Customer is hereby obliged to pay service fee to Provider.

The service fee includes determined monthly or yearly service fees, as well as fee for any additional services and resources for the leased package.

The fee amount is set by the Provider's Pricelist which is listed on the website <http://www.eunethosting.com/cpanelhosting-eng>

### **Article 5**

#### **Fee payment schedule**

After the Agreement is concluded and service is activated, the Customer is obliged to pay Provider service fee for the first year of use (if the Customer chose to pay for the service on yearly basis), or the service fee for the first month of use (if the Customer chose to pay for the service on monthly basis).

If the Customer has chosen to pay for the service on yearly basis, and upon termination of the invoicing period, Provider will send the proforma invoice to the Customer for the service renewal for another year, and the Customer is obliged to make a payment within 7 days since the invoice date, should s/he decide to continue using the service.

If the Customer has chosen to pay for the service on monthly basis, and upon termination of the invoicing period, Provider will send the invoice to the Customer on the last day of the month for the service provided during that month, and the Customer is obliged to make a payment within 7 days since the invoice date. For the payments on monthly basis, the service shall be automatically renewed until the Customer terminates the Agreement or Provider suspends the service due to outstanding debt (after two outstanding invoices).

Customer has the right to terminate this Agreement for any reason with written notice sent to Provider at last 7 days before the termination date.

For late payments Provider will charge the default interest.

If the Customer doesn't meet the deadline set forth, Provider has the right to, after Provider has given the Customer a written warning, suspend the services to the Customer until s/he makes the payment or terminate the Agreement and stop providing services, which are the subject of this Agreement, after the last date of the paid invoicing period.

### **Article 6**

#### **Pricelist Changes**

Provider reserves the right to change the Pricelist which determines the fee amounts which the Customer is obliged to pay in terms of this Agreement.

The change of the Pricelist shall be mandatory and apply to the Customer only if Provider notifies the Customer about it via letter/e-mail/notification on the Provider's web presentation until the maturity date for the following invoicing period and only if the Customer agrees with the changes of the Price list.

### **Article 7**

#### **Customer's disapproval of the Pricelist changes**

If the Customer, whom Provider has notified about the Pricelist changes in timely manner, doesn't agree with such changes, s/he is obliged to notify Provider about it within 3 days and therefore this Agreement shall be deemed terminated and shall no longer be applicable after the expiration date of the last paid invoicing period. If the Customer, however, doesn't notify Provider about not accepting the Pricelist changes within defined period, it shall be considered that s/he has accepted the changes.

## **Article 8**

### **Other obligations of the Customer**

Customer is obliged to notify Provider in timely manner about every change of information listed on the Application form. Customer is hereby obliged to notify Provider in writing, in official form and as soon as possible, and no longer than 3 days, about the change of address, telephone number, e-mail address, and other information necessary for successful communication between Provider and the Customer and in order for Provider to perform their obligations in terms of this Agreement (information listed on the Application form), otherwise Provider shall not be held liable for any damages that may result from it.

Customer is obliged to hire a technical person or company that will deal with the maintenance of the website, that is to monitor, protect and update the Internet presentation of the Customer.

## **Article 9**

### **Use of hosting package**

Provider shall define allowed resources for each hosting package individually. There is no possibility for Customer to purchase any additional resource.

In the case of situation referred to in Paragraph 1 of this Article, Provider is obliged to provide, without any delay, information about occupation and utilization of leased resources, as well as to inform the Customer about exceeding of any resource of the leased hosting package (eg. increased use of space or data flow regarding hosting account). All measurements are done at the hosting platform level, and the Customer has accepted the terms of use (by ordering hosting package) and agreed that the accounting and measurement of resource consumption is done automatically using the cPanel software on which the complete shared hosting platform is based.

If the Customer does not delete exceeded data from the shared hosting server in accordance with the notice, the Provider reserves the right to suspend the Customer's account until the conditions are fulfilled. In the event that a Customer's hosting account is suspended for technical reasons (infected presentation, exceeding the allowed space for mail or similar), the Customer's hosting account is further treated in accordance with Article 10.

Content, layout, purpose, and operations of Customer's website is determined independently by the Customer, while complying with all the limitations set forth by the Agreement, General Terms and Conditions, and the law. Same conditions apply to all changes and updates which the Customer makes during the duration of this Agreement.

Provider didn't set any limitations for the hosting packages with certain unlimited resources. In good faith and in accordance with this Agreement, Provider shall use all reasonably available means to provide to their Customers storage space and bandwidth required for normal operations of the Customers' websites, provided that the Customer uses the service in compliance with this Agreement. Provider will use the protection mechanisms to protect their Customers and systems from abuse. Unlimited resources offered by Provider do not allow Customers to use the service in illegal manner or in any way that can drastically degrade the service quality of other Customers.

Provider's service is shared hosting service, which means that there are multiple websites hosted on one server with shared server resources. This type of service is designed to meet the needs of a typical websites of small and family businesses. This service IS NOT designed to support continuous needs of large corporations with needs and applications better suited for a different type of hosting service.

All cPanel hosting packages allow you to use the resources – space and bandwidth – provided and available to you in the appropriate package. However, there are certain situations where resources can exceed available bandwidth of hosting package. Provider shall use all commercially reasonable means to provide additional resources to Customers who use their websites in compliance with these Terms and Conditions. In order to provide constant high quality service to all Customers, Provider shall implement protection mechanisms to protect the system from uncontrolled use of resources by individual websites and their bad influence on the system and other Customers.

Unlimited resources offered by Provider do not allow Customers to use the service in illegal manner or in any way that can drastically degrade the service quality of other Customers.

Limitations in operations of e-mail on cPanel hosting refers to the number of sent messages per domain name per hour and that number is 300. For cPanel Professional hosting package the limitation for storage space on server is 20GB, and 5GB for cPanel Fast SSD hosting package, which individual resources have in unlimited quantities.

cPanel hosting is not intended and should not be used for data storage, data backup, mass archiving of electronic documents, e-mails, images, and other files, nor include unlimited bandwidth to broadcast music, videos, and other content that by its nature generates large bandwidth. Such use of this service is PROHIBITED and will result in suspension or deactivation of the user account, with or without a prior notice. Some examples of prohibited use of this service are:

- use of hosting account to store and display files that are not integral part of website and do not represent its element (local backup, music or video content for streaming, storage of unused data, etc.). This type of use will be automatically detected and shall result in suspension, and later deactivation of user account.
- use of dynamic (PHP, etc.) scripts on Provider's servers that run for longer than maximum 60 seconds per run. Script running that goes for longer than 60 seconds shall be automatically suspended, and if repeated for 60 seconds they can lead to suspension or termination of user account. If there are Customer scripts that need to run longer than 60 seconds and are crucial for the website operations, the Customer should consult with Provider's technical support in order to find an adequate solution.
- use of hosting account for hosting websites that require more than 5 concurrent PHP processes (per website). If Customer's website requires more than 5 concurrent PHP processes, the Customer should consult with Provider's technical support team in order to find an adequate solution.
- use of unusually large number of files.
- use of unusually large number of databases, tables on database server.
- use of unusually large number of sent e-mail messages (more than 300 per domain name per hour).

- use of large disk space for e-mail storage (more than 20GB per hosting account for Professional hosting package and 5GB for Fast SSD hosting package).
- use of SQL statements in the scripts for whose execution requires disproportionate amount of memory or CPUs of database server.
- use of hosting account to proxy (forward) traffic from one server to another.
- filesharing activities that involve the use of peer-to-peer protocols and networks (BitTorrent, eDonkey, DC++ program, and other programs, protocols, networks with similar purposes).
- giving service resources to third parties, hosting websites, domain names and e-mail addresses to other parties who are not the parties of this Agreement. Violation of this rule will result in suspension and then termination of this Agreement.

Provider reserves the exclusive right to take all measures that can limit or disable Customer's access to leased services if Provider in its sole discretion thinks the Customer threatens the operations of hosting platform and quality of service provided to other customers, with or without a prior notice. Provider reserves the right to change or redefines the examples of prohibited use of this service that can lead to temporary or permanent suspension of service.

## **Article 10**

### **Storage of suspended websites**

Provider is hereby obliged to store suspended hosting accounts for 60 days as of the suspension day, and then reserves the right to permanently remove hosting accounts and backup copies from his servers.

## **Article 11**

### **Expressly prohibited web presentations**

Content, layout, purpose, and operations of Customer's website must comply with imperative legal regulations of Republic of Serbia and international law, Agreements, Conventions, and Codes adopted by Provider and which Provider has notified the Customer about.

Website content shall be considered prohibited if:

1. is used to commit criminal or civil offense;
2. is used to violate provisions of copyright law and industrial property rights;
3. is used to perform the act of unfair competition;
4. is used to threaten or violate someone's personal rights;
5. is used to breach good business practices and rules on customer rights protection;
6. is used to breach Agreements, conventions and recommendations in the area of telecommunication law, as well as Code of Online Conduct which Provider has accepted prior or during this Agreement, and which Provider has notified the Customer about.

If Customer's website exceeds the limits of leased package, Provider reserves the right to offer Customer to switch to Provider Dedicated Server or a different type of hosting with timely notice.

If Customer's manner of use of service provided threatens security and integrity of Provider's servers, Provider reserves the right to temporarily shut Customer's cPanel hosting account down.

## **Article 12**

### **Limited Liability of Provider**

Provider is not obliged to create e-mail accounts for the Customer within the leased hosting package, nor to provide website to the Customer or to make any changes and adjustments of the website.

Provider is not responsible for any problems that may arise due to the outdated version of CMS, plug-ins and third-party software used in the hosting account.

Provider shall not be held responsible for any potential congestion, delays or errors in operations of parts of the Internet which Provider cannot objectively control.

Provider shall not be held responsible in any way for content, layout, purpose, and operations of the Customer's website, especially not for business results and consequences resulting from the use of website, as well as for the accuracy of information and other material Customer receives from the third parties – visitors of the website.

Provider shall not be held responsible for validity and execution of Agreements which the Customer potentially enters into with third parties using the website. Provider shall not be responsible for the security of Customer's website in terms of its abuse by third parties on the Internet and rights of third parties on the Internet to access the website, as well as for any potential damages to website or Customer caused by the third parties on the Internet.

Backup which Provider creates is solely intended for potential crashes and Customer's cannot expect to take backup copies in person.

## **Article 13**

### **Sole responsibility of the Customer for prohibited content on the website**

Customer is solely responsible for prohibited content, layout, purpose and operations of their website. Customer shall compensate Provider for each and every damage caused by the prohibited content on their website.

The Customer is solely responsible for the version of CMS, plugins and other third-party software that Customer uses within their hosting accounts.

#### **Article 14**

##### **Communication between Provider and Customer**

Communication or notifications regarding all matters important for the execution of this Agreement shall be performed solely in writing and it includes sending notifications via fax, regular and electronic mail.

Provider reserves the right to ignore and terminate any personal communication, if we find it to be threatening, offensive, or in any other manner intends to stir negative responses. We accept any legitimate and constructive criticism – we will gladly listen to all your suggestions and critics if they are appropriate and reasonable.

Any harassment of Provider's employees shall not be tolerated and can result in termination of this Agreement.

#### **Article 15**

##### **Change of the provisions of the Agreement and General Terms and Conditions**

Provider reserves the right to change certain or all provisions of this Agreement and/or General Terms and Conditions without any prior notice and is obliged to notify the Customer promptly.

Change of the provisions of this Agreement and/or General Terms and Conditions shall apply to the Customer after the expiration of period the Customer already paid the services for, if the Customer accepts such changes. If the Customer notifies Provider about not accepting the change of provisions of this Agreement and/or General Terms and Conditions within 3 days, the Agreement shall be deemed terminated on the day the last invoiced and paid period expires. If, however, the Customer doesn't do so, it shall be considered that s/he agrees with this change.

#### **Article 16**

##### **Integral parts of the Agreement**

General Terms and Conditions, Pricelist and Application form – which can be also in electronic form – represent integral parts of this Agreement between Provider and Customer. The Agreement shall be deemed concluded once the Customer fills out the Application form where s/he agrees to Agreement, General Terms and Conditions and Pricelist. Before the Agreement is signed General Terms and Conditions and current pricelist shall be made available to the Customer.

#### **Article 17**

##### **Jurisdiction, Governing law and Language**

Parties shall resolve peacefully any disputes arising from this Agreement, and if that is not possible all disputes shall be resolved by the competent Court in Belgrade. If the Agreement was concluded with foreign party and the Agreement was translated from Serbian language to another language, the Serbian text of the Agreement shall govern.

#### **Article 18**

##### **Agreement Termination**

Provider reserves the right to terminate the Agreement for any reason with a 7 day notice, which Provider must notify the Customer about in writing.

Customer reserves the right to terminate the Agreement for any reason with at least a 7 day notice, which s/he must notify Provider about in writing.

In case of termination, the Agreement shall cease to be effective at the end of the last invoiced period that the Customer has paid for.

#### **Article 19**

##### **Due Payments in case of termination**

In case of termination of this Agreement, regardless of the reason, Customer is obliged to immediately pay all outstanding amounts for the use of cPanel Hosting service.

For SBB d.o.o:

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