

1. Appropriate Use of The Service

Emirates Software Group FZ LLC provides the Services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such Services.

- **Client Content.**

Client agrees that it will not distribute, electronically transmit or display any materials supplied by Client - or through Client by a third party - to any Emirates Software Group FZ LLC server in connection with Client's use of the Services which:

- violate any state, federal or foreign laws or regulations
- infringe on any intellectual property rights (e.g. copyright, trademark, patent or other proprietary rights) of Emirates Software Group FZ LLC or any third party
- are defamatory, slanderous or trade libelous, threatening or harassing content of any type
- file sharing music, software, bit torrents, video or pictures that contains copyright
- proxy server software (any type) used to hide users IP or cache content
- are discriminatory based on gender, race, age or promotes hate
- contain any type of pornography or illegal drugs or substances
- violate any Emirates Software Group FZ LLC policy posted on the Emirates Software Group FZ LLC Site including, but not limited to, our Acceptable Use and Privacy Policy
- contain viruses or other computer programming defects which result in damage to Emirates Software Group FZ LLC, it's servers or any third party

- **Disk Space/Data Transfer.**

The Client may occupy only the amount of disk space on the Emirates Software Group FZ LLC Server and utilize no more than the network data transfer that is allocated by Emirates Software Group FZ LLC. Additional fees will be charged for exceeding the disk space and/or network bandwidth allowance of your selected plan.

- **Spam Policy.**

Client shall not use our Services for chain letters, junk mail, spamming, bulk mailing (more than 500 recipients) advertising or any use of distribution or mailing lists to any person who has not given specific permission to be included in such a process. Client also shall not engage in any unsolicited email practices using Emirates Software Group FZ LLC Servers or other infrastructure, or otherwise, that mentions or reference any domain hosted on Emirates Software Group FZ LLC servers or parked on Emirates Software Group FZ LLC DNS servers.

- **Server Loads.**

Client agrees that any hosting account that uses excessive CPU or Memory resources (25% or more) for a sustained period of time (ten minutes or more) may be suspended at any time without notice. Emirates Software Group FZ LLC reserves the right to terminate sites that are repeatedly using excessive resources at any time with prior notification. Emirates Software Group FZ LLC will provide the offer to backup the clients data and FTP the tarball to the clients chosen destination server.

- **Licensed Software Only.**

Client agrees to use only properly licensed third party software in connection with Client's use of the Services.

- **Back-Up Files and Processing.**

Emirates Software Group FZ LLC takes all reasonable steps to safeguard the Emirates Software Group FZ LLC Servers and the data contained there-in, however Emirates Software Group FZ LLC will not be responsible for any loss of Client data or DNS records stored or intended to be stored on the Emirates Software Group FZ LLC Servers and/or back-up devices. The Client will not be entitled to any form of compensation from Emirates Software Group FZ LLC in the event of loss of data. You as the client are responsible for your own backups. Whilst Emirates Software Group FZ LLC actively performs a variety of backups daily, there may be times when the backups fail or become unavailable. As such the final responsibility for all

your data stored on Emirates Software Group FZ LLC Servers is ultimately your own. By acknowledging and signing your agreement you free Emirates Software Group FZ LLC from any legal action in the event of data loss and you agree that you will not be entitled to any form of compensation for said loss.

- **Software Updates.**

The client agrees that applications and scripts installed using 3rd party services or uploaded are the responsibility of the client and must be kept up-to-date. Failure to do so may expose our servers to possible exploits and costs to restore services may be recovered from the client of the site initially affected.

- **Termination.**

Emirates Software Group FZ LLC reserves the right to refuse service to anyone. Emirates Software Group FZ LLC, in its sole discretion, may immediately terminate this Agreement if Client engages in any of the foregoing. To report any unacceptable behavior by a third party using the Services, please contact abuse@emiratessg.com.

2. Domain Names

- **Domain Name Applications**

Domain names are subject to availability and as per policy of the respective Domain Name Authority. The client agrees to accurately provide all details to the best of their knowledge to assist with the application.

- **Domain Name Transfers**

The clients accept that domain name transfers will be rejected if the domain name has been recently registered or transferred within the last 30 days or is in Domain Locked status. Domain Transfers will also be rejected if the Client Authorisation email sent by the registry is not responded to.

3. Payment Obligations

- **Service Fees.**

Emirates Software Group FZ LLC shall either (i) debit the Client's credit card (when such information is provided by the Client), or (ii) produce an invoice which will be delivered to the Client by email with additional payment methods. All new accounts must be paid prior to the new account becoming active on our servers. Domain name registration fees must be paid upfront before the domain name will be registered. Emirates Software Group FZ LLC accepts no responsibility for domain names registered by another party prior to the Client paying the outstanding amount. On-going invoices will be issued seven (7) days prior to the due date. A reminder will be issued three (3) days after the due date. The account will be automatically suspended ten (10) days after the due date, and a notice will be issued advising of the suspension. Emirates Software Group FZ LLC shall be entitled to immediately terminate this Agreement thirty (30) days after non-payment or from failure to make timely payments. If Client terminates this Agreement in accordance with Section 5 hereunder, Client shall be responsible for any outstanding fees owed to Emirates Software Group FZ LLC and agrees to pay any and all fees incurred by Client. Because the Services are provided on a monthly basis, unless a contract is in place, Client will be responsible for Service fees incurred each month regardless of when Client provides notice of termination. Thus, for example, if Client provides notice to terminate on the 15th of a particular month, Client will still owe fees for the entire month and such fees will not be pro-rated or refunded. If Client has retained the Services for one (1) year and has pre-paid Emirates Software Group FZ LLC for such Services, refunds will be issued for any unused full month portions less one month of the Services upon Client's request. Therefore, if the Client's account is cancelled at any point during the one (1) year term, the Client will be entitled to a refund for all but one of the full months remaining after notice given by the 25th of the preceding month.

- **Late payments.**

Any payment not received within 10 days after due date may incur a late payment fee of AED 20.00. Customer also shall pay to Emirates Software Group FZ LLC all expenses incurred by Emirates Software Group FZ LLC in exercising any of its rights under this Agreement or applicable law with respect to a Payment Default or other breach by Customer, including, but not limited to, reasonable Solicitors fees and the fees of any collection agency retained by Emirates Software Group FZ LLC.

- **Taxes.**

Customer will be responsible for and will pay in full, any taxes and similar fees now in force or enacted in the future imposed on the transaction and/or the delivery of Services.

- **Domain Names.**

If Client chooses to register a domain name(s) through Emirates Software Group FZ LLC, Client acknowledges and agrees that Client will pay a registration fee(s) to register the domain name(s) with the applicable domain name registrar. Emirates Software Group FZ LLC does not offer refunds for domain name registrations for any reason, including misspelling of the domain name. Domain name registration fees must be paid up front. Emirates Software Group FZ LLC accepts no responsibility for domain names registered by another party prior to the Client paying any outstanding amount.

4. Client Liability and Indemnification

- **Liability.**

The parties agree that in no event shall Emirates Software Group FZ LLC be liable to any third party for Client's breach or alleged breach of any of the terms and conditions set forth in this Agreement. Client agrees to defend, indemnify and hold harmless Emirates Software Group FZ LLC from any and all expenses, losses, liabilities, damages or third party claims resulting from Client's breach or alleged breach of any Client obligations set forth hereunder.

5. Terms, Termination & Reinstatement

- **Terms & Termination.**

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a month-to-month basis unless otherwise specified by separate agreement (the "Term") unless terminated earlier pursuant to the provisions of this Section 4. Either party will have the right to terminate this Agreement upon notice to the other party. All cancellation requests must be received by the 25th of the respective month of cancellation. Sections 3 - 8 shall survive termination or expiration of this Agreement.

- **Suspension.**

If Emirates Software Group FZ LLC suspends any type of account for non-payment, Client shall be allowed to re-instate Client's use of the Services within Five (5) business days of suspension upon approval from Emirates Software Group FZ LLC and the receipt of full payment of balances due.

- **Termination.**

If a Client terminates their account, Emirates Software Group FZ LLC will disable and remove the account(s) the day the client specifies the cancellation to take place and all archives of the clients website(s) and files will be removed. Should the client be in arrears for 30 days or more, as per section 2, the clients site(s) may be terminated without further notice and Emirates Software Group FZ LLC will not maintain or provide an archival copy of the Clients Web site(s) or files of any type. It is the sole responsibility of the Client to backup and copy any data off the server prior to the date provided in their cancellation notice or termination date.

6. Taxes

- **Taxes.**

Client will pay and indemnify and hold Emirates Software Group FZ LLC harmless from any and all taxes associated with or arising from Client's use of the Services, including any penalties and interest and any costs associated with the collection or withholding thereof.

7. Disclaimer of Warranty

- **Warranty.**

The services, the Emirates Software Group FZ LLC site, including without limitation, all products and services displayed or offered on the Emirates Software Group FZ LLC site, and all text, graphics, links and applications are provided to client on an 'as is' basis and without warranty of any kind. Emirates Software Group FZ LLC disclaims all warranties, express or implied, with respect to each of the foregoing, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing. Without limiting the generality of the foregoing, Emirates Software Group FZ LLC specifically disclaims any warranty that:

- the services will be uninterrupted or error-free
- defects will be corrected as soon as possible
- there are no viruses or other harmful components
- the security methods employed will be sufficient

8. Limitation of Liability

- **Limitations of Liability.**

In no event shall Emirates Software Group FZ LLC be liable for damages resulting from loss of data, profits, use of the Emirates Software Group FZ LLC site or any Emirates Software Group FZ LLC products or services, or for any incidental, indirect, punitive, or consequential damages in connection with this agreement or in connection with any products or services provided hereunder. In no event shall Emirates Software Group FZ LLC cumulative liability exceed an amount greater than one hundred dollars (AED 500.00).

9. Miscellaneous

- **Notices.**

Any notices or communication under this Agreement shall be in writing and shall be deemed delivered to the party receiving such communication at the address specified below (1) on the delivery date if delivered personally to the party, or a representative of the party; (2) one business day after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, whether or not received, if sent by postal mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile. If posting correspondence to Emirates Software Group FZ LLC please use the following address details:

Emirates Software Group FZ LLC,
PO Box 4422,
Creative City Free Zone,
Fujairah, UAE.