

# TERMS AND CONDITIONS OF USE

## HaiSoft Services

### 1. DEFINITIONS

- Customer : Any physical person, or company, who confirmed the online order on our website.
- Access codes : This includes the login name and password allowing the Customer to log onto our servers.
- Web Space : Space allocated by HaiSoft to the Customer on HaiSoft's servers.
- Service Provider : This means HaiSoft and its partner companies.

### 2.OBJECT

This contract aims to define the Terms and Conditions of use of HaiSoft's Services. This includes website hosting, co-located or dedicated servers, and domain name registrations. This agreement applies to any order made online, or by fax, or by mail of one of the services operated by HaiSoft.

### 3.PRODUCTS AND SERVICES

#### 1. Website Hosting

HaiSoft allows the Customer, to host a domain name within its DNS, within an allocated disk space. The Customer will have to pay the cost, monthly or annually, according to the selected package. The Customer will be able to choose the address of his website as long as this address is not already used.

The content of the web space is created and updated by the Customer under his own responsibility. The Customer is the editor of the website and fully responsible of its content, even if the content is added by another person allowed or not by the Customer.

Thus, the Customer enjoys a total liberty for the content of his website, so long as it stays within the national laws of his country, and of the UK. This includes intellectual property.

The Customer must make his full name and address available :

- on his website
- or to HaiSoft only, in this case, HaiSoft's name and address must be made available on the Customer's website

#### 2. Email addresses

The Customer has, according to the selected package, a certain number of email addresses, aliases and redirections of emails, made available by HaiSoft. The Customer can choose the name of each email address as long as it is acceptable and not yet in use.

HaiSoft reserves the right, at any time and without warning, to cancel or delete one or all of the email addresses, aliases or redirections, if the use of such email address is in breach of the common use of the Internet.

Some email addresses are commonly used for a specific purpose (ie abuse, webmaster, ...), this should be taken into account by the customer when setting up new email addresses himself.

#### 3. Service interruption

HaiSoft reserves the right to suspend the service, mostly in order to perform upgrades or maintenance operations. HaiSoft will do its best to put a notice prior to such operation in the Member's Area. HaiSoft will not give any compensation or indemnify the Customer for such operation as it is done in order to improve the Service or make sure the Service can still be available to the Customer.

#### 4. WEB HOSTING

1. HaiSoft makes sure that all the connections necessary to offer a good service are available 24 hours a day, 7 days a week, apart from maintenance operations or possible downtime.
2. HaiSoft has to comply with the technical specifications imposed by network operators, make proper use of network protocols, and maintain its own infrastructure.
3. According to the specifications of the Internet, HaiSoft can not guarantee access without any interruption of the users of the Internet to the server of the Customer, nor can HaiSoft guarantee the connection speed.
4. The design of the hosted websites, the storage and broadcasting of the content, and the choice of the domain name are made under the Customer's request and under His own responsibility.

#### 5.IDENTIFICATION OF THE CUSTOMER

##### 1. Required informations

The Customer, as a physical person, declares being over 18 and has full juridical capacity.

In order to gain access to the services, the Customer accepts to give his exact details to HaiSoft.

##### 2. Exactitude of the given details

The details given by the Customer to HaiSoft, must be exact to the knowledge of the Customer.

The Customer must make sure that HaiSoft has his correct email and postal address at all times.

HaiSoft cannot be held responsible for any consequences resulting of the details being incorrect or missing.

##### 3. Personal data policy

The Customer can request to view and update any information held by HaiSoft.

On request by a judiciary authority, the details of the Customer may be disclosed to a third party.

##### 4. Protection of under 18s.

HaiSoft wishes to warn persons in charge of under 18s, that the Internet may contain a lot of different kind of information and services, among which some may be inappropriate for children.

#### 6. REGISTRATION OF DOMAIN NAMES

In case HaiSoft registers a domain name for the Customer, HaiSoft will be entered as Technical contact.

The purchase and transfer of domain names are made within certain rules set by the Registrars. The Customer must read those rules and make sure that any name registered with HaiSoft complies with those rules.

For domain names ending com/net/org/info/biz/name, the conditions of registration are available here :

<http://www.dotregistrar.com/agreement.html>

For domain names ending fr, the conditions of registration are available here :

<http://www.afnic.fr/obtenir/chartes/>

For domain names ending uk, the conditions of registration are available here :

<http://www.nic.uk/ReferenceDocuments/TermsAndConditions/>

For domain names ending cz, the conditions of registration are available here :

<http://domeny.col.cz/pravidla.php>

For domain names ending be, the conditions of registration are available here :

[http://dns.be/pdf/Enduser Terms And Conditions fr v3.1.pdf](http://dns.be/pdf/Enduser_Terms_And_Conditions_fr_v3.1.pdf)

For domain names ending it, the conditions of registration are available here :

<http://www.nic.it/RA/en/reg-pm/attivazione.html>

For domain names ending ch, the conditions of registration are available here :

[http://www.switch.ch/fr/id/terms/agb\\_v6\\_fr.pdf](http://www.switch.ch/fr/id/terms/agb_v6_fr.pdf)

For domain names ending de, the conditions of registration are available here :

<http://www.denic.de/en/bedingungen.html>

For domain names managed by CentralNIC, the conditions of registration are available here :

<http://www.centralnic.com/terms>

## 7. PRODUCTION OF THE CONTENTS AND RESPONSIBILITY

1. The Customer is the producer of the data stored and broadcasted on his web hosting and thus agrees to produce, on request, all the necessary authorisations for the storage and broadcasting of such data.

2. The Customer chooses his domain name after checking that the domain name is available. The Customer must also make sure all the rights of third parties are respected.

3. The Customer is the only person responsible for the content stored on his website, and must comply with any law regarding personal data storage, in his own country.

4. The hosting of websites means that the Customer must make his personal data, or HaiSoft's details, available to all visitors on his website, as detailed on article 3.1.

5. The Customer must comply with any law, in his country of residence, regarding the processing of personal data.

6. The Customer must comply with any law, in his country of residence, regarding the right of response.

7. The Customer must comply with the law of his country of residence, as well as with the common use, on the Internet, and as such :

- the Customer must respect the common use of audio/video communications, the processing of personal data, the protection of youth, the human person, the intellectual property, the copyright laws,
- the Customer will not store or broadcast any data that may in any way be against the right of others, or against the law
- the Customer will not use the Service to send unsolicited commercial emails, to store or broadcast pornographic material, or to store or broadcast racist material.

If the Customer does not comply with the above, HaiSoft reserves the right to suspend or close the account immediately.

8. The Customer will not hold HaiSoft responsible, and agrees to keep HaiSoft from any legal claim caused by the data stored and broadcasted via a server managed by HaiSoft, or via a domain name registered via HaiSoft.

9. The Customer agrees to come forward when a claim is made against HaiSoft regarding the data stored or broadcasted by the Customer, and the Customer will declare himself responsible for the consequences resulting from the broadcasting such data.

10. In case HaiSoft receives notifications or claims, regardless of the way those claims are made, regarding the website of the Customer, and, among other things, the absence of identification as detailed in article 7.4, HaiSoft reserves the right to suspend the website until the Customer has made the requested changes.

11. HaiSoft will not be held responsible if some other party breaks into the storage area of the customer, whether this is caused by a failure in PHP or PERL/CGI codes of a script owned or used by the Customer, or by a failure in a software used on the server by HaiSoft.

## 8. INTELLECTUAL PROPERTY

1. All software, data presentation, games, names, commercial names, texts, commentaries, pictures, illustrations, trademarks, inventions, and in a general way all creation whatever the accessible kind, to one of the haisoft sites, remain the exclusive property of their respective owners, this can be HaiSoft Ltd, the suppliers of the software, the editors of the game or all others owner of the rights. It is agreed that only a private use by the Customer is allowed.

2. The gathering and the broadcasting of data, software, or games is only done under the responsibility of the customer.

## 9. RESPONSIBILITIES

1. The customer understands that the access to the Internet constituted by the interconnexion at the international scale of computer networks does not allow providers to guarantee the speed and quality of the service and the stability of its speed and quality.

2. HaiSoft is committed to providing a good service and does its best to achieve this, but cannot be held responsible if the service does not reach the quality announced, unless HaiSoft does not take the required steps for this to happen.

3. The access to update the hosting of the website and/or to the dedicated server by the customer is protected by user names and passwords. The Customer agrees to preserve the confidentiality of those details, and it is his own responsibility.

4. It is the customer's responsibility to carry out regular backups of his data, files, scripts and information of all nature included in his website; in case of accidental loss or damage, HaiSoft will not be held responsible.

5. The customer using a dedicated server with root-access enabled, or a shared server with SSH or telnet access, is responsible for the actions performed, executed scripts and in a general way, any operation on the server. If these were the cause of a degradation, a rupture of the service or the necessity of a complete reinstallation of the system, the customer would be the only responsible person and would therefore not engage the responsibility of HaiSoft. In this case, the interruption of the service would not open right to any refund or compensation in favor of the customer.

6. In case of a breach by HaiSoft to its contractual obligations, the customer has three months from this breach, to enforce the responsibility of HaiSoft.

7. The responsibility of HaiSoft can only be used in repair of a real, direct, personal harm and only if the customer proves that the breach or fault of HaiSoft is the cause of this harm.

8. No legal action will be started by one or the other party after a period of three months from the action or from the revelation of this action. This excludes actions taken by HaiSoft against the Customer if the Customer does not pay all invoices due. Such action is only limited by the rules of English law.

9. In any case, if the responsibility of HaiSoft is engaged, it will be limited to the amount of the invoices for the past 3 months, or its theoretical value.

## 10. DURATION

This agreement is signed for the period for which payment has been made. The agreement is automatically renewed at the end of the period for a new period of the same duration. The customer must make a request at least 7 days before the end of the initial period, in order to terminate this agreement.

If the Customer does not pay in full all sums owed to HaiSoft, then HaiSoft will be entitled to remove the data of the Customer without prior warning.

The renewal of the Service is done automatically, and payment is taken from the credit card of the Customer unless requested otherwise by the Customer. The Customer will be informed of the renewal of the Service, by an eMail sent to the email address currently on file at the time of renewal.

HaiSoft will send an email reminder as follows, for an annual payment :

eMail 1 : 30 days before the expiration of the agreement

eMail 2 : 15 days before the expiration of the agreement

eMail 3 : 7 days before the expiration of the agreement

eMail 4 : 48 hours before the expiration of the agreement to confirm the renewal of the Service.

The Customer can terminate this agreement by opening a Support Ticket in the Member's Area at least 7 days before the renewal date of the agreement. The Customer will not be entitled to any refund if the agreement is terminated before or after the renewal date.

Regardless of the product or service, HaiSoft will not be held responsible if the Customer does not receive one or more of the above emails.

## 11. FORCE MAJEURE

Neither party is under any liability to the other party in respect of anything which, apart from this provision, may constitute a breach of this agreement arising by reason of force majeure which means, in relation to either party, circumstances beyond the reasonable control of that party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, network failure, system fault, unauthorised use or access to the IT systems of HaiSoft or the Customer, explosion, flood, epidemic, lock outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions, to the extent outside of its reasonable control.

## 12. PAYMENTS

1. The price of the Service is listed on the subscription form. The rent is payable annually on the anniversary date for annual payments, and monthly in advance for monthly payments. The default payment method is by credit card (Visa, Mastercard or American Express), and on request, it can be done by cheque or by Bank Transfer (or BACS).

Payments can be made in one of the following currencies, accepted by HaiSoft, as detailed below :

- if the Customer resides in the UK, payments will be accepted in euros or in pound sterling,
- if the Customer resides in the USA, payments will be accepted in euros or in US Dollars (except via Amex),
- if the Customer resides anywhere else, payments will be accepted in euros only.

2. If a payment is not settled in full when due, the Customer will be liable to pay interest on any sum outstanding from the due date at the annual rate of 2% above the base lending rate of Lloyds TSB Bank plc.

3. Also, when a payment is not settled in full when due, the account will be suspended from the day when the payment is due, until full payment is received.

4. HaiSoft reserves the right to change its prices at any time giving a 30-day notice to the Customer. The Customer can choose to cancel his account when the prices are changed.

### **13. OTHER SERVICES**

Any other services requested by the Customer will be provided by HaiSoft only after the Customer has received a quote from HaiSoft, by any means, and confirmed his request either in writing, online, or by phone.

Any service provided by HaiSoft is provided only when full payment is received unless otherwise agreed when the order is received.

### **14. TERMINATION**

Either party may terminate this agreement if the other party is in breach of the agreement and does not remedy the breach within 8 days of the receipt of a request in writing to remedy the breach, such request setting out the breach.

### **15. APPLICABLE LAW AND JURISDICTION**

The construction, performance and validity of the Agreement will be governed by English law and the English courts have jurisdiction to settle any disputes which may arise out of or in connection with it.