

## Introduction and Guidelines

We had the following aspects in mind when we were thinking about the creation and realisation of the guidelines of service and the general conditions for the contracts of InternetEurope Ltd.:

- Providing a reliable and continuous service for all our clients
- Providing security for both our systems and networks and for those of others. (In order to achieve that, we created a totally new system in August, 2006.)
- Meeting all the conditions and provisions for the current legislation and regulations.
- Protecting the resources of the Internet, and promoting their responsible usage.
- Preserving the security of the confidential information and data about the individual users and their activities (see further details at point 3 of General Conditions for Contracts.)

We do not regularly observe the activities of our users, except when we are surveying the business of the system and the lines. We also make every effort to support the 'good citizens' of the Internet community and we take the appropriate steps to prevent the inappropriate usage of our services when we notice it. (for example the protection of copyrights, or spam.)

If the activities of a user violate the guidelines of services of InternetEurope Ltd in any way what so ever, we reserve the right to terminate the service immediately, without any previous warnings. We give preference to informing and warning the users who commit minor violations of rules and we warn them about the necessity of changing their activities, but outrageous or scandalous violations of the guidelines of service can have the result that we instantly interrupt the client's use of the service and instigate the termination of the services

If our actions are not appropriate or are delayed in enforcing our expectations and our guidelines, due to any kind of reason it does not mean under any circumstance that we surrender our legal reservations and rights.

## Terms Of Service:

After the clients have subscribed for the services and paid for them, the Service provider provides the subscribers with the necessary information and data for access to the ordered services by sending them in an e-mail.

The subject of the service, and the content of the General Conditions for Contracts

1. InternetEurope Limited Ltd (1026 Budapest, Trombitás Street 24, Tax number: 22205911-2-41, Company registry number: 01-06-770812, from now on: the Service Provider) provides the subscribing customers (from now on: Subscribers) with the services defined in the General Service Conditions for Contract (from now on GCC ), based on the current list of prices and on the conditions listed here in this General Conditions for Contracts section.

2. The rights and obligations of the Service provider

2.1 The Service Provider is obliged to secure the fulfilling of the given services with 99,9% accessibility for the Subscribers. The maintenance works that are announced in advance, or an Act of God, or potential services provided by a third party do not count as contributing to the 99,9% accessibility.

2.2 The Service Provider is obliged to provide the Subscribers with the ordered services within 8 workdays after the subscription. Services provided by a third party are exceptions, which are only transmitted by the Service provider to the Subscriber. The date when such services are to be started is under the authority of the third party.

2.3 The Service provider provides free technical support for the subscriber concerning the usage of the subscribed services.

2.4 The Service provider has the right to bill the Subscriber with the fees given in the current price list. The bills are given in the beginning of the current period, with the exception of fees which are based on the amount of usage, which are sent out at the end of the current period. The Service Provider bills the Subscriber with the first bill after having subscribed for the services, which the Subscriber has to pay by the time of the signing of the Contracts.

2.5 The Service Provider has the right to interrupt the services, or to terminate the contract immediately and at any time, if the Subscriber violates the following regulations:

2.5.1 The Subscriber is not allowed to upload any material on the WEB that contains illegal, or pornographic materials, or that violate copyrights or are against good taste;

2.5.2 The Subscriber is not allowed to place such programme codes on the Web hosting surface that can cause damage, or are not suitable for running on a divided system.

2.5.3 The Subscriber is not allowed to post unwanted e-mails that contain advertisements (SPAM), or harass other users;

2.5.4 The Subscriber is generally not allowed to violate the Ethical Code of the Internet (Net Etiquette)

2.6 The Service Provider looks after the information and data placed by the Subscriber on the servers of the Service Provider with the appropriate care, but is not responsible for them, and is not responsible for any of the damage done, caused by the loss of e-mails, ftp-s, etc. The Subscribers store their data on the servers on their own responsibility.

2.7 The Service provider has the right to register the data of the Subscriber in its records, but can not and must not provide information to a third party without the written permission and consent of the Subscriber. There are exceptions to this regulation, for example when the Service Provider has to provide information to the authorities by law, or in the case that is written down in point 3.6.

2.8 The Service provider has the right to give information about the Subscriber to a third party at the signing of contracts, when said information does not harm the interests of the Subscriber, in return for a service which is not of lower quality, and the Service Provider can resign from the fulfilling of those services.

### 3. The rights and obligations of the Subscriber

3.1 The Subscribers have the right to use the services they have ordered 24 hours a day, 365 days a year.

3.2 The Subscriber is obliged to provide the necessary software and the appropriate conditions for efficient telecommunication system usage that are needed for the use of the ordered services.

3.3 The Subscriber is obliged to use the ordered services according to prescribed contractual regulations. If the Subscriber violates these regulations, the Service Provider has the right to interrupt the services, or terminate the contract, immediately. The Subscribers are responsible for any or all of the damage done due to their incorrect or inappropriate usage of the services.

3.4.1 The Subscribers accept and acknowledge the fact their unreasonably high burdening, or much higher than the server average burdening of the server or actions which cause the disturbing of the usage of the services of other users can result in the termination of the subscription by the Service Provider, and the Service Provider is obliged to pay the money back for the remainder of the period of subscription. In the event of such reasons, the Service Provider can restrain the Subscriber's homepage for an unlimited time, without previous warnings, in order to secure the continuous working of the server. The Subscribers can ask for the exact details concerning the higher burdening than the server average, from the Service Provider, in the event that the Subscribers are not sure whether they can use their homepage on the given server without restrictions.

3.4.2 The guidelines for maximal usage for a day: Processor usage: using 0.5 Mysql: 02 Interpretation: point 3.81.

3.5 The Subscriber is obliged to keep the information which is necessary for the usage of the services a secret, the Subscriber is responsible for the damage done due to unauthorized usage of the services.

3.6 The Subscriber is obliged to pay the fees that are given in the list of prices for the usage of services. The Subscriber accepts the provision that the Service Provider has the right to restrict the services if the fees are not paid on time, and also has the right to add an interest fee on top of the normal fees, which are regulated by law, and the Service Provider also has the right to hand over information about the Subscriber to debt collecting companies.

3.7 The Subscriber is obliged to announce any changing of data that is registered at the Service Provider's data base within 15 days of such changes.

3.8 The Subscribers accept that they:

3.8.1. Can not use more than 25% of the resources of the system for more than 90 seconds. This excess usage could prevent the proper working of the server's site. CGI scripts, FTP, PHP, HTTP, etc. belong to this category.

3.8.2 Can not run any interactive real-real time chat applications on their website, that use the resources of the server page. Programs that use distant resources can be used without restrictions.

3.8.3 Can not run IRCD or daemons type applications.

3.8.4 Can not run programmes that work in the same way as IRC.

3.8.5 Can not run bit torrent applications or clients.

3.8.6 Can not participate in any kind of file swapping activities.

3.8.7 Can not run game servers. (for example counter strike)

3.8.8 Can not run cron-s for more than half an hour.

3.8.9 Can only make reference to 'PHP includes' as: "include.php" and not as "http://domainname.hu/include.php")

3.8.10. Must not infringe the name or reputation of the Service Provider.

3.9 The Subscriber that does not have a Dealer's Subscription can not sell services that are provided by the Service Provider.

#### 4. The validity of the guarantee of being at the service of clients

If the server was not accessible for more than 0,1% of a given month, then the Service Provider credits the Subscriber with the fees for a whole month, by not sending out a bill, or in case of prepayment, an extra month will be added to the length of the subscription. The reports of monitoring programs used by a third party can not be used for validation, because of the outer compatibility of the servers with such programs. For the validation of the guarantee of being at the service of clients, the Subscribers have to write a request to the e-mail address that can be found on the Service Provider's homepage within 15 days, and that request that will be judged by the Service Provider and if approved, the Service Provider will credit the Subscriber with the fees for a month.

#### 5. Dealers

5.1 Dealers take full responsibility towards their clients. The Service Provider does not provide client service for the clients of Dealers. If the client of the Dealer contacts the Service Provider, the Service Provider has the right to displace the client to itself or to restrain the said subscriber's activities, until the situation is clarified. Every request from the Dealer's clients has to come through the Dealer. The Service Provider has the right to suspend the access of the Dealer, if the clients of the Dealer violate the terms of the GCC or maintain activities that violate the law. The Dealer is responsible for the possible financial and other non financial damage caused by the abuse of the information that is stored by the Dealer.

5.2 The Service Provider is obliged to provide the Dealer with the webhosting services that the Dealer ordered from the Service Provider (through fax, e-mail, or through the post) that are not against any rules and regulations and their enclosures. The Service Provider is obliged to go through all claims of the Dealer and within 2 working days at the latest, will either accept those claims or turn them down.

5.3 The Service Provider has the right to show the applicants that came through the Dealer as references, but not publicly, and without the knowledge of the applicants.

5.4 The Service provider is obliged not to contact the clients of the Dealer in a written or any other form concerning the delegations of the webhostings that are offered and provided by the dealer. If the Dealer does not pay the amount of money that is written in the contract to the Service Provider, or violates the regulations and or any of the parts of the GCC, then the Service Provider has the right to contact the Dealer's clients.

5.5 The Dealer is obliged to keep the contracts concerning the webhosting delegations and the application forms for 5 years after the termination or expiration of the contracts, and has to make sure that they are securely stored.

#### 6. Changing prices

The Service Provider has the right to modify the content and the charges of its service, but has to inform the Subscriber on the Service Provider's website. The price for services that have already been paid for can not be altered retrospectively.

#### 7. The changes of the GCC

The Service Provider has the right to change this current GCC, without previously informing its clients, but is obliged to show and announce the changes of the GCC on the Service Provider's website.

#### 8. The length of the contracts

8.1 The Service Provider provides the Subscriber with the services that are regulated in the GCC until the date that is fixed in the Subscription and which is based on the payments agreed between the two parties

8.2 Unless one of the parties, either the Service Provider or the Subscriber does not request the opposite, within at least a month before the termination of the Contract, the Contract will automatically become a contract with indefinite length.

8.3 If the Subscribers terminate the contract with indefinite length, then the Subscribers are obliged to pay the Service Provider the amount of money they were supposed to pay for the length of the Contract, when cancelling the services, in one amount of money. The termination of the contract is only possible in written form, through postal or electronic letters. The Contract can not be terminated retrospectively.

8.4 Both the Service Provider and the Subscriber have the right to terminate the Contract immediately if the other party violates this present Contract.

8.5 The proper termination of the Contract does not take the responsibility from the Subscribers for their obligations (for example the obligation to pay the fees for the services) till the date of termination.

8.6 The Service Provider will consider it an automatic cancellation of the services if the Subscribers take the domain name that was given, along with the services, to a different service provider and re-registers it there and does not

notify the Service Provider. The Cancellation of services does not mean that the Subscriber does not have to pay for the ordered services. The Cancellation of services, including cancellation of services that have already been paid for does not mean that the Service Provider is to be given back any money, but in normal events the Service Provider can only terminate the services under extraordinary circumstances. (That means in the case of the Subscribers doing certain activities that violate the law, or the present GCC). The Service Provider can only terminate services that have already been paid for, if the Service Provider pays for the time left of these services that have been paid in advance.

## 9. Domain Registration.

9.1 The Subscriber can request domain registration through the Service Provider. The Subscribers state that they accept the rules and regulations of the organisations that have registered the chosen tld-s (endings) at the time of sending in their request. (For example if the ending is: .hu, then: ISZT (www.domain.hu),. if org, then: ICANN (www.icann.org etc.)

9.2 The Subscribers state that they accept the decisions of the Service Provider and the records officers of the given tld concerning requesting and delegating or maintaining of a domain. (for example the domain will go on to a delete list and will be terminated if the Subscriber gives records and data if they do not reflect the truth.)

9.3.1 The Subscribers accept that if they do not provide a signed, certified document to the Service Provider when registering a .hu domain, then they instruct or commission the Service Provider to have the domain name registered in the Service Provider's name in order to make the registration process faster, BUT of course the Service Provider is obliged to sign a statement about renouncing the domain name in the Subscriber's favour, based on the request of the Subscriber and to send the statement to the Subscriber. If the Subscriber sends in an official request formula for the domain name during the previous waiting period (which the Subscriber downloaded from the Service Provider's website for example), the Service Provider cancels the process for its domain name registration and restarts it in the name of the Subscriber. The Service Provider does everything that can be expected to have the domain name registered as quickly as possible, and if it gets delayed or the request is denied, the Service Provider can not be made responsible. Therefore if the Subscriber does not provide the Service provider with the documents that are necessary for the registration, the Subscriber can request the starting the registration of the domain name without them.

9.3.2 The Subscriber can call upon the Service Provider to have the domain name registered, any time after the Subscriber has paid the fees for the domain registration and provided the Service Provider with the necessary documents, if the Service Provider has not already started the process of registration.

9.4 The Subscriber is obliged to inform the Service Provider if they have already sent the necessary documents for the domain name registration to the Service Provider, but the registration process has not been started at all, or has not been started at all within 2 working days.

## 10. Other rules and regulations not covered above:

10.1 Any questions that have not been regulated in the present GCC shall be regulated according to the current Hungarian Civil Law and other legal regulations, further-more the rules of all current Hungarian Internet regulations apply.

10.2 If there are any legal disputes between the Service Provider and the Subscriber and they can not settle their dispute in a peaceful way then both parties will subordinate themselves to the arbitration and decision of the court which has authority over the head office of the Service Provider.

## 11. ACT OF GOD

11.1 Neither the Service Provider or the Subscriber is responsible for not fulfilling their obligations that are listed in the contracts, if unavoidable events occur that are not in the interest of any of the parties. Events like these can be listed among such circumstances as, for example: natural catastrophes, fires, floods, regulations of authorities, states of emergency, rebellions, civil wars, wars, strikes or similar termination of work, server attacks, hacker attacks, invalid or unauthorized access to the database, etc.

11.2 In the case that the interruption of the services exceeds two months due to the events of Act of God, both the Service Provider and the Subscriber has the right to terminate the contract immediately.

11.3 The Subscriber has to pay for the services that have already been provided, even under the events of Act of God.

## 12. Special offer supplements:

12.1 The Service Provider pays back the exact amount of money that has been paid for web hosting services within 15 days from the ordering of the services, but only in such cases, where it is proved that the Service Provider did not take steps towards dealing with and the correcting of adequate and appropriate requests within 24 hours at the e-mail addresses that were given at the Service Provider's homepage, and if the Service Provider hinders the continuous fulfilling of those services by not having taken those appropriate steps, or if the Act of God events last a longer time than that which is written in the contract. (point 6). In every other case, where the possible reason for

the paying back of fees already paid in advance is not to be blamed on the Service Provider according to the rules and regulations as is written in the contracts, or the Subscribers come up with their complaints or requests after 15 days after having ordered the services, the Service Provider has no responsibility over these affairs and is not required to fulfil the demands.

12.2 The Service Provider is obliged to credit the Subscriber with the difference in prices of packages of other Service Providers at the request of the Subscriber if the packages of the other Service Provider has the same contents but are cheaper than the current packages of the Service Provider. In order to be paid the money for the difference in prices, the other Service Provider has to meet the following criteria, apart from those that are mentioned at this site: [www.interneteeurope.eu/wa.php](http://www.interneteeurope.eu/wa.php): The company has to be a functioning company that has been registered for at least half a year, with a webhosting hosting service that has been working for at least half a year, with a working postal address and a landline and with at least one contact point in Budapest, where they can deal with clients personally.

12.3. The Service Provider provides the Subscribers with a chance to test its services based on the conditions that are listed in the Service Provider's homepage.

12.4 The services with which special offers are associated can not be used in conjunction with other services which also have special offers, under any circumstances!

The Subscribers announce with the ordering of the services that the data and information on them which they have provided, concerning the details of the contracts, are true statements. If there are any changes in the data given to the Service Provider, they should inform the Service Provider in written form, within 8 days. And they must also state that they do not have any debts towards the Service Provider at the time of signing the present Subscriber's contract. The Subscribers acknowledge the fact that if they violate any of their obligations, which are mentioned above, or they do not inform the Service provider about the changes in their data, or have debts towards the Service Provider and remain silent about this fact, or facts, and the Service Provider receives information about these changes or debts, then the Service Provider will consider it a criteria for terminating the contract, and therefore the contract will be terminated without any money paid back to the Subscriber, but if he Subscriber still owes money to the Service Provider, then that amount of money has to be paid back to the Service Provider.

Budapest, 2007. 08. 10.