

**GENERAL TERMS**  
**of using the website [ispserver.com](http://ispserver.com) and the client area**

These terms (the "Terms") apply during the entire term to access the website **ispserver.com** ("the Website") and its client area ("Client area") provided by ISPserver Ltd. (the "Provider"). By continuing to use the Website or Client area, the User ("You") agrees to be bound by these terms of service and all applicable laws and regulations. By continuing to use the Website or Client area You accept given terms, confirm to understand their meaning and content, admit to be a full legal age, capable person who has all the rights to conclude contracts, and has the technical capabilities to use the Client area and the Website.

Applicable copyright and trademark law protect the materials contained in the Website.

The terms and the policies placed in the Website may change from time to time so please check them before making any purchase.

**Governing Law**

These Terms shall be governed in all respects by the laws of the Provider's residency country.

All disputes and disagreements arising from these General Terms are to be settled by the Parties via negotiations. Issuing a claim is mandatory. The claim is to be considered within 30 calendar days.

**Order of the Provider's services. Client area.**

In order to get some of the Provider's services or to communicate online with the Provider, You may be required to be registered in the Client area and to create a "user account" by filling the registration form on the Website. In such a case the User shall be required to give certain register information such as name, address, or other information. The User is obliged to provide true, accurate, current and complete information about themselves as well as information that does not breach any legal rights or the interests of third parties. The User should maintain and update current information.

The User will be given or shall be required to select a password and/or user name, during the registration process. The User will be entirely responsible for maintaining the confidentiality of their password and will be responsible for all activities taking place under this password. Passwords are not transferable and cannot be traded. All actions performed using the User's login and password are considered to be the actions of the User himself. The User has no right to refer to the invalidity of actions performed on behalf of the User, due to the fact that the User did not provide the appropriate powers to such third parties and/or these third parties exceeded the powers granted. The Provider is not and shall not be responsible or liable for any unauthorized access to the services or unauthorized use of the services or unauthorized use of the password.

*The Provider has the right to:*

- restrict/suspend access to the Client area or its functionality in whole or in part for technical reasons at any time at its discretion and without any prior notice, including for users violating the Terms. The reason for the complete or partial restriction of access may also be a User's violation of any other agreements concluded between the Parties, if the corresponding section of the Client area is used to provide and/or manage the Provider's services offered within any agreement violated by the User;

- change the Client area and the Website at any time, including its structure, functionality, design, materials, content of offered services, etc. After making such changes, the User has no rights to request access to previous versions of the Website, Client area or Provider's services;

- use technical means of copyright protection, obtain information about the User's software & hardware environment in order to protect IP-rights, obtain statistical data, fulfill Provider's obligations to the User, as well as ensure and establish the normal operation of the Website or provided services;

- request confirmation of the information provided by the User in the Client area or at the Website at any time, even after registration. Such information is provided within 3 (three) business days, unless a shorter period is established by the current legislation or is not specified in the request message. The Provider has the right to restrict/suspend access to the Client area till obtaining such information;

- moderate information before or after its publication by the User, if the functionality of the Client area or the Website allows anyone to leave comments or other information available to third parties. Such information can be edited or deleted without explanation at any time;

- display advertising and informational messages while the client uses its Client area or the Website in any form;

- at any time, at its discretion, restrict the use of additional usernames and passwords;

- close any User account in case of non-use of the services for a reasonable period of time;

*The User shall comply with the following conditions:*

- fully comply with the terms of this document and get acquainted with its new editions published on the Website on their own behalf;

- respect the IP-rights of the Provider and its partners, even without the prior consent of the Provider. The User has no right to edit, copy, distribute or publish information posted on the Provider's website and in the Client area, create derivatives, distribute or publish screenshots, screencasts, interface elements of the Client area or the Provider's website, hide or restrict the perception of the Provider's individualization or copyright tools;

- The User has no right to bypass or remove the technical means of copyright protection used by the Provider;

- not to disclosure of User's login and password, as well as other data that can be used to access Client area, bear full responsibility for their disclosure, periodically update passwords and use strong password combinations;

- notify the Provider immediately if access to the Client area has been lost for any reason. Such notification does not impose any additional obligations on the Provider.

*Communication* between the parties regarding the execution of the Terms is carried out using the contact information provided by each of the parties in the Client area, all messages sent via its means retain the legal force of the document in writing form.

For the exchange of electronic messages, the parties use the corresponding section of the Client area. All messages are also copied to the email address specified by the User in the settings of its Client area. Any files attached to an email message (attachments) are considered an integral part of the message.

### **Restrictions**

The User shall be solely responsible for all information, data, text, messages or other material transmitted through the Website and the Client area. Provider shall not monitor the content transmitted through its resources and cannot guarantee the accuracy, integrity or quality of the content. Provider shall not be liable in any way for any loss or damage of any kind incurred as a result of the content transmitted via its resources or services.

User shall not use the Provider's Website, Client area or services to:

- a) transmit and/or distribute in any way any content that is unlawful, harmful, threatening, abusive, tortuous, harassing, defamatory, libelous, fraudulent, pornographic, indecent, invasive of another's privacy or otherwise inappropriate.
- b) discriminate, degrade or offend an individual or group of individuals on the basis of religion, sex, race, nationality, age or disability.
- c) harm minors in any way.
- d) transmit any content that they have no right to transmit, including but not limited to, proprietary and confidential information.
- e) transmit and/or distribute in any way, content that infringes any patent, copyright, trademark, service mark, trade secret or other proprietary rights of any person.
- f) transmit and/or distribute any unsolicited or unauthorized material.
- g) collect, use, store or monitor personal data.
- h) broadcast, advertise or offer to sell or promote any goods or services without Provider's consent.
- i) offend the Constitution or any Law or International Treaty applicable in the Provider's residency country.

Provider has the right to block or suspend User's access to the Website or to the Client area in case of breach of these clauses.

### **Limitations of responsibility**

In no event shall Provider be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Website, Client area, or some services even if Provider has been notified orally or in writing of the possibility of such damage.

The User is solely responsible for all information, data, text messages or other material stored or transmitted via the Provider's resources. Provider shall not monitor the content stored or transmitted via its resources and do not guarantee accuracy, integrity or quality of any content. Provider shall not be liable in any way for any loss or damage of any kind incurred as a result of the content stored or transmitted or accessed via its resources.

Provider makes no warranties of any kind whether express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose that are hereby expressly disclaimed. In particular, without limitation, Provider does not warrant that the services will be uninterrupted, timely, secure or error free or that the Website or the Client area or services will be available at any particular time or location.

### **Links**

Provider has not reviewed all of the sites linked to its Website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Provider of the site. Use of any such linked website is at the User's own risk.

If you have any questions about these terms please contact us:

**ISP SERVER LTD**

E-mail: lawdep@ispserver.com