

These terms and conditions of service (hereinafter referred to as Terms and conditions or Agreement) govern use of services (hereinafter referred to as the Services) provided through yourserver.se (hereinafter referred to as the Website), and therefore are an Agreement between the user of the Services and SIA “Yourserver” (hereinafter referred to as the Operator) as the operator of the Website.

General Services Operator provides are creating and use of Virtual Private Server (hereinafter referred to as VPS) in accordance with the conditions stipulated in this Agreement.

The use of the Website and/or Services can be performed only with respect to this Agreement, thus the person who is planning to use the Website and/or Services has to carefully read this Agreement. If the terms and conditions of the Agreement are fully accepted by a person then this person can start using the Website and/or Services, else (even if person does not agree with any small detail of this Agreement) person should leave the Website and stop usage of Services immediately. Using the Website and/or Services in any manner constitutes your acceptance and full agreement to be bound by terms in conditions of this Agreement. The Operator is entitled to unilaterally amend the Agreement in any way and in any time. In event of such amendments Operator will make notice about by posting announcement on the Website at least 30 days in advance. Usage of the Services/Website after the term mentioned in announcement constitutes complete acceptance of such amendments.

## 1. Registration

1.1 By using the Website and/or Services, any person, who is using the Website and/or Service (hereinafter referred to as the User) represents and warrants that he/she is 18 years of age or older. The Operator is entitled to refuse to offer the services of the Website to any User. The User is solely responsible for ensuring that his activities on the Website are not in contradiction with any normative acts applicable to this User. The User uses the Website and Services only in his/her name and any sub-use is considered to be violation of this Agreement.

Usage of the Website and/or Services by the employees of the User is not considered sub-use. Such usage is considered as usage by the User itself and, therefore, each and every condition of this Agreement is applied to any employee that is using the Website and/or Services. If User has doubts about his ability to ensure his employee obeying conditions of this Agreement, User should not allow such employee to use the Website and/or Services. The User takes full responsibility for actions and inactions of his employees and any other affiliated entities.

1.2 In order to use the Website and Services the User has to submit information to the Website and register an account (hereinafter referred to the Account). The User must provide accurate and complete information and keep Account information updated. It is prohibited:

1) to use as a username a name subject to any rights of a person other than the User without appropriate authorization;

2) to select or use name of another person with the intent to impersonate that person;

3) to use as a username a name that is otherwise offensive, vulgar or obscene (including translations and transliterations).

The User is solely responsible for any (without limitation) activity that occurs on the Account. The User is responsible for keeping Account password secure and should not publish any login information in any way. The usage of another User's Account is strictly prohibited without proper authorization of this User. The User must notify the Operator immediately of any change in User's eligibility to use the Website and/or Services (including any changes to or revocation of any licenses from any authorities), breach of security or unauthorized use of the Account.

The Operator will not be liable for any loss or damage as a result of User's failure to provide the Operator with accurate information or to keep Account secure.

1.3. Under this Agreement the Operator means not only the Operator as legal entity but also all its personnel and affiliated entities.

## 2. Content

2.1 Any information, data, text, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Website and/or Services is called the Content; Content includes all the data on the VPS associated to relevant User's Account.

All Content added, created, uploaded, submitted, distributed, or posted through using Services (directly or indirectly) by User (hereinafter referred to as the User Content), whether publicly posted, privately transmitted or stored on VPS, is the sole responsibility of the person who originated such User Content. The User is responsible that all User Content provided by this User is accurate, complete and in compliance with all applicable normative acts. The Operator is not responsible for User Content's compliance with above mentioned criteria and each User is using the Website and/or Services at his (her) own risk.

2.2 Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Website is expressly prohibited without prior written permission from the Operator. Selling, licencing, renting etc. any Content for commercial use or in any way that violates any third party right is strictly prohibited.

2.3 By publishing any User Content, excluding privately transmitted User Content, the submitter hereby grants the Operator a worldwide, non-exclusive, perpetual, royalty-free, fully remunerated and transferable license to use, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit such User Content in connection with the Website (including sublicensing) and the Operator, including without limitation for promoting and redistributing part or all of the Website or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after the termination of relevant User Account or the Website.

The User also hereby grants each third party non-exclusive, perpetual license to access any of User Content that is made available to such user through the Services.

### 3. Rules of conduct

3.1 As a condition of use, the User is obliged not to use the Services for any purpose that is prohibited by this Agreement. The User is solely responsible for his every action or inaction without any limitations, including actions of his employees, affiliated entities and any person who is using User's created Content that is located on User's VPS.

All rules of conduct mentioned below are applicable on the User, his employees, affiliated entities and any person who is using User's created Content that is located on User's VPS. The User is solely responsible for observing these rules of conduct by all persons mentioned above.

3.2 The User is obliged not to transmit, distribute, post, store, link, or otherwise traffic in Content, information, software, or materials on or through the Service that

- 1) is false, misleading, untruthful or inaccurate and this fact is known to the User;
- 2) impersonates any other person other than User;
- 3) contains any confidential and/or sensitive information about any other person other than User and without all necessary permissions;
- 4) is prohibited by relevant normative acts in any way without any limitation;
- 5) is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane or is otherwise inappropriate as determined by the Operator in its sole discretion.

#### 3.3 The User is restricted

1) to take any action that imposes or may impose (as determined by the Operator in its sole discretion) an unreasonable or disproportionately large load on Operator's (or third party providers') infrastructure, including use of any mechanism in order to exceed the amount of resources assigned to User via this Agreement;

2) to interfere (including attempts to do so) with the proper working of the Website or VPS;

3) to bypass, circumvent (including attempts to do so) any preventive and/or restriction measures;

4) to harvest or scrape any Content from the Website;

5) to run any form of "spam" and/or perform any actions that would result in including his and/or Operator's IP in any blacklist;

6) to use the VPS for high risk activities (e.g. where the failure of service could lead to serious damage like death, personal injury, or environmental damage);

7) to perform any action that violate the Agreement or are (or can potentially be) in contradiction with common morale, sense and/or any applicable normative act, especially it is prohibited to participate in any way in terrorist activities; money-laundering; distribution of child pornography; invasion of privacy (including publishing and republishing of defamatory statements, harassment and embarrassing activities); triggering of national, ethnic, racial and any other hatred; forgery, identity

theft, misdirection or interference with electronic communications; false advertising, any other unfair, immoral and/or illegal schemes; illegal data collecting activities;

8) to attempt to derive any source code or underlying ideas or algorithms of any part of the Website or VPS;

9) to distribute or transfer in any way rights received via this Agreement;

10) to create derivatives in any way (translate, modify etc.) out of works of any part of the Website and/or Services it is providing;

11) to create multiple accounts with same billing information without notifying the Operator before the registration;

12) to evade lawful requests (direct, indirect, periodical including for statistical purposes) of government authorities and Operator;

13) to use any software that is of malicious intent including (but not limited to) viruses, trojans, key loggers, botnets, malware, flood, mail and logic bombs, denial of service attacks;

14) to violate third parties' intellectual property rights (including industrial property rights);

15) to use the VPS for any export or import activities, that are not in compliance with relevant normative acts of European Union;

16) to make his User account easy accessible (including but not limited to: the use of weak passwords or insecure protocols, making login information accessible to third parties etc.).

#### 3.4 The User must

1) abide by all applicable (including international) normative acts, laws and regulations;

2) strictly follow the conditions of this Agreement;

3) notify Operator about any security breaches or threats and/or violation of this Agreement as soon as possible;

4) help and support Operator in curing, preventing and/or investigating the security breach or violation of this Agreement;

5) notify Operator about any violation of intellectual property rights with respect to relevant normative acts of European Union;

6) ensure that any person using the data stored on VPS and/or Services is informed about this Agreement prior the use of data.

3.5 The Operator is entitled to access, read, gather and disclose any information in order to:

1) to satisfy request of authority and/or normative act or the User, who published the information;

2) to enforce this Agreement, including (but not limiting) investigation of technical or security issue, violation of the Agreement and/or normative acts.

In any case the Operator is entitled to perform any action reasonable and

necessary in order to protect himself, other Users and the Website.

3.6. The Operator is entitled to determine whether User's action are violating clause 3.3. of this Agreement at Operator's sole discretion.

3.7. The Operator is entitled with or without notifying to terminate User's access to the VPS in event of violation of this Agreement.

3.8. The Operator is not responsible in any way whatsoever for usage of third parties' resources or services. If User is accessing such services (including through the link provided by the Operator), he does it at his own risk.

3.9. Upon receiving the claim about Users activities or inactivity from the third parties the Operator can provide User with 24 hours in order to eliminate the cause of claim. Whether User succeeded in eliminating the cause of the claim should be determined by the Operator in its sole discretion.

#### 4. Payments and Billing

4.1 The list of acceptable payment methods is available on the Website and is subject to change by the Operator at any moment.

4.2. Payment terms that are presented to User in the process of using or signing up for services are integral part of this Agreement.

4.3. The Operator does not own any payment processor and is not provider of financial services. The Operator is using such services provided by the third parties to bill Users. The processing of payments is performed by such third parties, and are outside of the scope of this Agreement, thus by choosing specific payment method User:

1) completely and implicitly agrees to terms and conditions associated with relevant payment method;

2) authorizes the Operator to charge User's selected payment provider;

3) provides current, accurate and complete billing information during the use of services provided by this Agreement.

4.4. The Operator is not responsible for actions or inactions of the payment processor.

4.5. The term of this Agreement shall be monthly, to commence on the date that the User signs up electronically for the Services by creating an Account.

4.6. All invoices are denominated and User must pay in Euro currency.

4.7. The User will be billed monthly, with payment term of fourteen days, unless User and Operator specifically agree otherwise (e.g. annual payment, special offers etc.).

4.8. The payments for services under this Agreement usually are monthly payments, therefore the Operator is entitled to submit periodic charges (e.g. monthly) without further authorization from the User, until the User provides prior notice (receipt of which should be confirmed by the Operator) that he has terminated this authorization. Such notice will not affect charges submitted before the Operator

reasonably could act.

4.9. In an event of cancellation of payment method due to any reason (including, but not limited to: theft, loss, unauthorized login information disclosure) the User must instantly inform the Operator. If the User will fail to do so, then he implicitly agrees that Operator will continue to charge the User for the services.

4.10. If any Operator's invoice is due for more than 15 days, then the Operator is entitled to stop providing services for the User and/or collect the full amount due, including any attorneys' fees and court costs.

4.11. If any Operator's invoice is due for more than 21 days, then the Operator is entitled to completely delete relevant User's Account and/or all information associated with it (including User Content and VPS). The Operator should notify the User about such intentions at least five day prior to deletion.

## 5. Applicable normative acts and jurisdiction

5.1. Any dispute, controversy or claim arising out or related to this Agreement or the breach, termination or invalidity thereof shall be settled in Latvian courts of law.

5.2. This Agreement is governed by the normative acts of Republic of Latvia.

## 6. Other conditions

6.1. The Operator is released from all liability for any Content contained in or accessed through the Website and/or Services, including, but not limited to: for the origin, accuracy, copyright compliance, or legality of material or Content.

6.2. The Operator is released from all liability for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever, substitute goods or services (however arising), for any bugs, viruses or the like (regardless of the source of origination), or for any direct damages in excess of (in the aggregate) one monthly fee the User paid for previous month prior the day of harmful event.

6.3. The services and content are provided "as is", "as available" and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Each User uses the Website and its Service solely at his own risk.

6.4. The User shall defend, indemnify, and hold harmless the Operator from all liabilities, claims, and expenses, including any attorneys' fees, that arise from or relate to the User (or any third party using Account or identity) use or misuse of, or access to, the VPS and Services, Content (including User Content), violation of these Agreement or of any law, or infringement of any intellectual property or other right of any person or entity.

6.5. The Operator does not warrant that the Services will be secure or available at any particular time or location; any content or software available at or through the services is free of viruses or other harmful components; any defects or errors will be corrected; or the results of using the services will meet your requirements or bring you

satisfaction.

6.6. The User is solely responsible for the creating backups, unless signed for automated backup, provided by The Operator The Operator is not obliged to do so; therefore the Operator is not liable for data loss originated from the inability to recover the information.

6.7. The User must perform all necessary measures in order to keep confidential any information received from the Operator. The User is prohibited to disclose such information in any way whatsoever.

6.8. None shall be liable for nonperformance of the terms herein to the extent that party is prevented from performing as a result of force majeure (any act or event which occurs and is beyond party's reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, alien invasion or any unforeseen change in circumstances, or any other causes beyond either party's reasonable control). The force majeure does not absolve the party to inform other party about such event and perform reasonable measures in order to regain ability of execution of this Agreement.

6.9. The Operator notifies User via email the User provides in the Account, the User notifies the Operator via email provided on Website.

6.10. This Agreement constitutes full and complete agreement between the User and the Operator. The User and the Operator are bound by this Agreement from the moment of Service purchasing and until the termination of the Agreement.

6.11. This Agreement is considered to be terminated when one party notifies other party about its intent to terminate this Agreement and at the same time parties do not have unsolved disputes and all Services provided up until the termination date are fully paid. The Operator is entitled to unilaterally terminate this Agreement in case of User's violation of this Agreement without any limitation or restriction.