Customer Care Company Ltd
HOSTING AGREEMENT
Last Revised: 22 June 2016
PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.
1. OVERVIEW
This Hosting Agreement (this "Agreement") is entered into by and between Customer Care Company Ltd, a limited liability company ("CCG") and you, and is made effective as of the date of electronic acceptance. This Agreement sets forth the terms and conditions of your use of CCG's Hosting services (the "Services"), and represents the entire agreement between you and CCG concerning the subject matter hereof.

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement and any other agreements or policies that are expressly incorporated herein.

The terms "we", "us" or "our" shall refer to CCG. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

We may, in our sole and absolute discretion, change or modify this Agreement, any policies or agreements which are incorporated herein, and any limits or restrictions on the Services, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of the Services after such changes or modifications shall constitute your acceptance of this Agreement and any limitations to the Services as last revised. If you do not agree to be bound by this Agreement and any Service limitations as last revised, do not continue to use the Services. We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account information current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2. DESCRIPTION OF SERVICES
We offer varying plans of Hosting Services:

Cloud Server. If you purchase a Cloud Server, you will share a server cluster with other customers, but you will have full control over your server space and the complete configuration of your virtual instance on the server. You will have administrator (root) access and a dedicated IP address.

Web Hosting. If you purchase Web Hosting, your site is placed within one or more servers and resources are shared between many customers on the same servers; however, your site is given a unique address (DNS).

WordPress Hosting. If you purchase WordPress Hosting, you get Web Hosting with the addition of WordPress software.

Virtual Private Server ("VPS"). If you purchase VPS, you will share a server with other customers, but you will have full control over your server space and the complete configuration of your virtual instance on the server. You will have administrator (root) access and a dedicated IP address.

Dedicated Server. If you purchase a Dedicated Server, an entire server is reserved exclusively for your account and usage. You will have exclusive rights to your server's bandwidth, memory, and storage space, and your server's performance will not be affected by traffic and the usage patterns of other customers.

Managed Hosting. If you purchase Managed Hosting, you get all of the benefits of having your own VPS or Dedicated Server, but we will manage the server for you including setting up your control panel, patching cycles and back-ups.

Hosting Migrations. If you have your domain name registered with us and the web hosting associated with the domain is provided by a third-party, we may, at your request and in our sole discretion, attempt to assist you to move the web hosting for the domain name to us ("Hosting

Migration"). Hosting Migrations are provided as a courtesy service, and we do not make any guarantee regarding the availability, possibility, or time required to complete a Hosting Migration. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make us unable to assist you in the transfer of data from a third-party host.

You are solely responsible for reviewing the functionality and accuracy of migrated content in its new location following a Hosting Migration. If you are satisfied with the data migration, you will need to update the DNS record for the domain name in order to publish the website in its new location. We will not perform website backups or archives in connection with a Hosting Migration, and we recommend that you back up your third-party hosted website before migration to ensure that no data is lost. You agree not to make any changes or revisions to your website during the migration process.

By requesting a Hosting Migration, you represent and warrant that you are authorized to provide us with access to your third-party hosting account and allow us to migrate the data at the third-party host to us. You agree that you retain sole contractual and any other legal or fiduciary responsibilities related to your third-party hosting account. You agree that we are not liable for any delay in website resolution or loss of data related to your Hosting Migration. Hosting Migrations are not available for websites with over 10GB of data or more than 100,000 files.

Expert Hands Services. If we determine that any support request falls outside the scope of your plan, you can request custom support services ("Expert Hands Services") on a thirty (30) minute incremental basis for a fee, or on a per service basis, which we will quote to you before providing the custom support service. If you elect to use our Expert Hands Services, we reserve the right to charge any or all of the fees for such Services prior to the commencement of any work being performed. Expert Hands Services fees are non-refundable. In the event you request that we install any Third Party Software (defined below) not provided as part of the Services, you represent and warrant that (1) you have the right to use and install the Third Party Software, (2) you have paid the applicable licensing fees for the Third Party Software, and (3) the Third Party Software does not and shall not infringe on the intellectual property rights of any other person or entity. You also agree to defend, indemnify and hold harmless us and our employees, officers and directors for, from and against any and all claims brought against us and our employees, officers or directors by a third party alleging the Third Party Software is not being used lawfully or that it infringes a third party's right, patent, trademark, copyright or other intellectual property right. You agree that in such an event you shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and any settlements incurred by us in connection with any such claims. You must, within fourteen days of any Expert Hands Services, notify us if there are any issues with the Expert Hands Services. We are not responsible for and will not provide assistance with any issue(s) that arise beyond fourteen days of any Expert Hands Services.

CloudTech Services. CloudTech One-time Malware Removal service offers customers affected by malware or other malicious attacks an option to have professional removal. Services are performed using either (S)FTP or (SSH) access. Remote scans have the ability to detect the following infection types: Obfuscated JavaScript injections, Cross Site Scripting (XSS), Website Defacements, Hidden & Malicious iFrames, PHP Mailers, Phishing Attempts, Malicious Redirects, Backdoors (e.g., C99, R57, Webshells), Anomalies, Drive-by-Downloads, Social Engineering Attacks, SEO Blackhat Spam, Pharma Hacks, Conditional Redirects, Mobile Redirects. You agree to allow CloudTech and third-party security partner access to your servers for both malware remediation and post-service verification. The CloudTech One-Time Malware Removal service includes only those services specified on the CloudTech order. Once Media Temple commences providing the CloudTech One-Time Malware Removal service, all fees paid are NON-REFUNDABLE. We reserve the right, in our sole discretion, to close any CloudTech order, at any time, for any reason or no reason, without prior notice.

CloudTech Security Pack is a monthly subscription service offering Proactive Security Monitoring and Alerting, including professional malware removals. Proactive Security Monitoring: CloudTech schedules automated server-side scans of up to 5 domains for vulnerabilities. Remote scans have the ability to detect the following infection types: Obfuscated JavaScript injections, Cross Site

Scripting (XSS), Website Defacements, Hidden & Malicious iFrames, PHP Mailers, Phishing Attempts, Malicious Redirects, Backdoors (e.g., C99, R57, Webshells), Anomalies, Drive-by-Downloads, Social Engineering Attacks, SEO Blackhat Spam, Pharma Hacks, Conditional Redirects, Mobile Redirects. Alerting: Any malware incidents detected by scheduled scan initiates the malware cleanup process handled by CloudTech and a third-party security partner. Customers are notified of incident status via support ticket. As part of their subscription, customers are entitled to 2 malware cleanups per month for each monitored domain. You agree to allow CloudTech and third-party security partner access to your servers. Services are performed using either (S)FTP or (SSH) access. The CloudTech Security Pack service includes only those services specified on the CloudTech Security Pack order. We reserve the right, in our sole discretion, to close any CloudTech Security Pack order, at any time, for any reason or no reason, without prior notice.

3. LIMITATIONS; ACCOUNT TERMINATION

Migration of Servers. You acknowledge and agree that as a normal course of business, it may be necessary for us to migrate our servers. As a result, even if you have a dedicated IP, you may be assigned a different IP number. We do not warrant that you will be able to consistently maintain your given IP numbers.

Termination of Services. You acknowledge and agree that upon expiration or termination of your Services, you must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to you in connection with Services, including pointing the domain name system ("DNS") for your domain name(s) away from our servers. Prior to termination of the Services, you are responsible for moving your website or server content off our servers. We will not transfer or FTP your website or server content to another provider. If you fail to move your website or server content off our servers prior to cancellation, then all such content will be deleted and we will not be able to provide a copy of such content.

Free Products Credits. Upon termination of the Services, all free products provided as part of the Services will be cancelled or revoked.

4. YOUR OBLIGATIONS

Justification. You acknowledge and agree that we shall have the right to seek justification in connection with your use of the Services, specifically your purchase of IP addresses, and you shall be obligated to provide any and all information reasonably sought by us pursuant to such justification. In connection with such purchase, you acknowledge and agree that your name and justification may be disclosed to certain registries including, but not limited to, the American Registry of Internet Numbers, in accordance with policies promulgated by any and all such registries and such information may be displayed publicly on the Whois database.

Abusive Activities. You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software or scripts run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all websites associated with your hosting account may be removed if one website is in violation of this Agreement. In addition to the General Rules of Conduct listed in our Universal Terms of Service, you agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to: (1) disseminate or transmit any material that, to a reasonable person may be grossly offensive, vulgar or malicious; (2) attempt to mislead any person as to the identity, source or origin of any communication; (3) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; (4) engage in any other activity deemed by us to be in conflict with the spirit or intent of this Agreement or any of our policies; or (5) use your server as an "open relay" or for similar purposes.

We prohibit the running of a public recursive DNS service on any of our servers. All recursive DNS

servers must be secured to allow only internal network access or a limited set of IP addresses. We actively scan for the presence of public DNS services and reserve the right to remove any servers from the network that violate this restriction.

Storage and Security. You shall be solely responsible for undertaking measures to: (1) prevent any loss or damage to your website or server content; (2) maintain independent archival and backup copies of your website or server content; and (3) ensure the security, confidentiality and integrity of all your website or server content transmitted through or stored on our servers.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one. You shall not use the Service in any way, in our sole discretion, that shall impair the functioning or operation of our services or equipment. Specifically by way of example and not as a limitation, you shall not use the Services as: (1) a repository or instrument for placing or storing archived files; and/or (2) placing or storing material that can be downloaded through other websites. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

Website/Server Content. You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website or server including, but not limited to, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. You acknowledge and agree that in the course of providing you with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product. Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services.

5. PROVISIONS SPECIFIC TO WEB AND WORDPRESS HOSTING

Storage and Plan Limits. All Web Hosting and WordPress Hosting plans, including the unlimited plans, are subject to a limit of no more than 250,000 inodes per account for Linux® hosting accounts or 500,000 files and folders per account for Windows® hosting accounts. The plans are also limited to no more than 1,000 tables per database and no more than one gigabyte of storage per database. Any account or database that exceeds these limits may be issued a network violation warning and will be required to reduce the number of inodes, files and folders, tables or gigabytes (as the case may be), or may be temporarily or permanently suspended, in our sole discretion. All Linux hosting plans are subject to the following limitations: no more than a) 25% of one CPU core; b) 512MB of RAM; c) 100 website connections; d) 100 active processes; e) 1 MB/s disk IO. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added for additional fees.

WordPress Hosting may only be used to host a WordPress website. Only a single WordPress installation is allowed per website. Any WordPress hosting account found to be hosting a non-WordPress website may be issued a network violation warning and will be required to remove the non-WordPress website, or may be temporarily or permanently suspended, in our sole discretion. Additionally, you may be required to purchase an appropriate hosting plan in order to host the non-WordPress site should you wish to continue hosting the non-WordPress site on our network.

Free Trial hosting credits are subject the following limitations: no more than a) 25% of one CPU core; b) 256MB of RAM; c) 10 website connections; d) 100 active processes; e) .5 MB/s disk IO; f) 50,000 inodes; g) 1 GB diskspace; h) 10 GB monthly bandwith. In the event these limitations are exceeded, your site may slow down or not be served until more resources are added. More resources may be added by upgrading to a paid plan.

You acknowledge and agree that inbound UDP is not support in shared hosting environments.

Website/Server Content. Your website may not include any of the following content: (1) image hosting scripts that allow an anonymous user to upload an image for display on another website (similar to Photobucket or Tinypic); (2) banner ad services for display on other websites or devices

(commercial banner ad rotation); (3) file dump/mirror scripts that allow an anonymous user to upload a file for other to download (similar to rapidshare); (4) commercial audio streaming (more than one or two streams); (5) push button mail scripts that allow the user to specify recipient email addresses; (6) anonymous or bulk SMS gateways; (7) backups of content from another computer or website; (8) Bittorrent trackers; or (9) any script that causes a degradation in the performance of our server or network environment.

Unlimited Disk Space/Bandwidth/Website Plans. Web Hosting and WordPress Hosting plans are designed to host most personal, small business and organization websites, and thus we offer unlimited bandwidth and some plans offer unlimited disk space and websites. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the operation of your website, provided it complies with this Agreement. In the event the bandwidth, number of websites or disk space usage of your website presents a risk to the stability, performance or uptime of our servers, data storage, networking or other infrastructure, you may be required to upgrade to a VPS or Dedicated Server, or we may take action to restrict the resources your website is utilizing.

Website Accelerator Service. Our Website Accelerator service ("Website Accelerator") provides a content delivery network (CDN) designed to optimize your website performance through caching and secure distribution of static website content on a network of nationally dispersed servers. You acknowledge and agree that your website content will be stored throughout the United States. You acknowledge and agree that Website Accelerator may be discontinued or suspended at any time, and your participation is subject to eligibility, as detailed below.

In order to be eligible for Website Accelerator, you acknowledge and agree that you meet and will keep in compliance with the following criteria: (1) your website must be hosted in Phoenix, AZ; (2) your domain name and hosting must be in the same account; (3) you must have DNS with us; (4) you must not use DNSSEC; (5) you may not have or add SSL certificates; if you add an SSL with CDN activated, the SSL certificate will not function; (6) you must have an Ultimate web hosting plan; and (7) you may not change operating systems.

6. PROVISIONS SPECIFIC TO VPS, DEDICATED, MANAGED HOSTING

Assisted Service Plan. If you purchase an Assisted Service Plan ("AS Plan") with VPS, we may install a limited number of applications ("Supported Applications") on your server at your request. A full list of Supported Applications is available from our support team upon request. If you request the installation of a Supported Application, we will install and configure the Supported Application on our server as long as the server has available resources (e.g., storage, RAM, processing power) to support that particular application. We will then provide the primary (administrator) username and password to you, at which point you will take over the managed and additional configuration of that particular application. We will not be responsible for content, customization, or any other activities associated with the Supported Application, including any repair of the Supported Application should it stop working. We shall limit technical support of an inoperable Supported Application to restoring said Supported Application to its original state (fresh installation, with no data or customization).

Server Access. If you purchase MS SQL or Managed Backups, you hereby authorize us to log into your server for purposes of installing and configuring the MS SQL or Managed Backups.

IP Addresses. You acknowledge and agree you are required to begin using at least ninety percent (90%) of your purchased IP addresses within thirty (30) days of assignment of such IP addresses to you. In the event you do not begin using at least ninety percent (90%) of your assigned IP addresses within thirty (30) days of assignment, you acknowledge and agree that we shall have the right to reclaim any unused IP addresses.

FTP Back-Up. We offer an FTP Backup option for an extra fee. You acknowledge and agree that purchasing FTP Backup may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, you shall be subject to a maximum disk space and bandwidth usage according to the plan you purchase. Subject to the terms and conditions of this Agreement, we shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement. You acknowledge and agree that from time-to-time the FTP Backup services may be

inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs that we may undertake from time to time; or (3) causes beyond our control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Configuration Add-Ons. We offer multiple configuration options ("Configuration Add-Ons") for an extra fee. The specific Configuration Add-Ons available depend on which hosting package you purchase, but may include a control panel, database, external firewall or RAID. You acknowledge and agree that installing a Configuration Add-On will use some of your available storage, may require additional provisioning time, will require us to install Third Party Software (defined below), third party hardware or internally developed custom software to your server, and, in some cases, may limit the versions of Third Party Software available for use with your server. Third Party Software, third party hardware and internally developed customer software will be supported by us. If you wish to cancel RAID, you will be required to cancel your server and purchase a new one. cPanel. In the event you add cPanel to your server, you agree to be bound by the cPanel EULA, which is hereby incorporated by reference

7. SERVICE UPTIME GUARANTEE

We offer a Service uptime guarantee of 99.9% ("Service Uptime Guarantee") of available time per month. If we fail to maintain this Service Uptime Guarantee in a particular month (as solely determined by us), you may contact us and request a credit of 5% of your monthly hosting fee for that month. The credit may be used only for the purchase of further products and services from us, and is exclusive of any applicable taxes. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

8. SSL CERTIFICATES

Except as may be limited by specific products or services, any SSL certificate you purchase from us or our affiliates to use in conjunction with the Services is intended for its specific use as described in the SSL Certificate Service Subscriber Agreement and will not be exported from the server to be used with any other web hosting service. If you are using an SSL certificate on a website hosted by us, we will generate and securely store a corresponding private key.

For security reasons, at no time will we release your private key, even per your request. If you wish to export your SSL certificate for use on a non-CCG server, you will need to make a request to us no earlier than thirty (30) days after your initial SSL subscription began. After your account with us has been cancelled, you will have thirty (30) days to follow the Starfield Secure Certificate Registration Process and request a re-key of the SSL certificate, or your SSL certificate will become invalid.

9. THIRD PARTY SOFTWARE

Definition.

"Third Party Software" means any software or application developed and owned by a third party provider that we may contract with from time to time.

Operating Software. The Services may be operated in both Linux® and Windows® environments. Each time you commission a server, we will provision the server with the operating system you choose.

We reserve the right to modify, change, or discontinue any Third-Party Software at any time, and you agree to cooperate in performing such steps as may be necessary to install any updates to the Third-Party Software. The Third-Party Software is neither sold nor distributed to you, and you may use the Third-Party Software solely as part of the Services. You may not use the Third-Party Software outside of the Services. We may provide your personal information to third-party providers as required to provide the Third-Party Software. You acknowledge and agree that your

use of the Third-Party Software is subject to our agreement(s) with the third-party providers. In addition, if the Third-Party Software is accompanied by or requires consent to a service or license agreement from the third-party provider, your use of the Third-Party Software is subject to such service or license agreement. You may not download, install, or use any Third-Party Software that is accompanied by or requires consent to a service or license agreement from a third-party provider unless you first agree to the terms and conditions of such service or license agreement. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that are contained in or on the Third-Party Software. You may not reverse engineer, decompile, or disassemble the Third-Party Software, except and only to the extent that such activity is expressly permitted by applicable law. You acknowledge and agree that the third-party providers (and their affiliates and suppliers) make no representations or warranties about any Third-Party Software offered in connection with the Services, and expressly disclaim any liability or damages (whether direct, indirect, or consequential) arising from the use of the Third-Party Software. You acknowledge and agree that any Third-Party Software will be supported by us and not by the third-party providers (or their affiliates or suppliers).

10. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

11. DEFINITIONS; CONFLICTS

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Universal Terms of Service Agreement. In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement, the provisions of this Agreement shall control.

12. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the "Agreement"), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

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Customer Acceptance

Name:

Date:

Signature: