

Specific Sales Terms for "Dedicated Servers"
TIME WARNING S.R.L. - 14/09/2022

BETWEEN:

The Client,
Hereafter called the "User",

AND:

TIME WARNING SRL, limited liability company, Str. Prunilor 10B, Ap2. Sat Valea Adanca, Com. Miroslava IASI, ROMANIA, VAT number RO43280087, reachable via its Internet site www.sectelecom.net as well as by email using contact form from <http://www.sectelecom.net/contact> represented by its President and CEO,

Hereafter called "SecTelecom".

PREAMBLE:

The Agreement comprises these General Sales Terms, the Account Opening Form, and the Pricing Brochure, which form an integral part of the Agreement; the entire set is hereafter called the "Agreement".

Article I. DEFINITIONS

Internet: Worldwide data exchange network comprising networks and servers linked together by the cross-connect of worldwide electronic communications networks, accessible to any user with the appropriate IT equipment.

Internet access: Service enabling Users to access the Internet and its various services (email, viewing and creation of online services, and more generally data exchanges over the network).

Bandwidth: The transmission capacity of a transmission link connecting the User's Server to the SecTelecom network. It determines the amount of information (in bits per second) that can be sent simultaneously.

Account Management Console/Control Panel: The Internet site made available to the User for independently performing common maintenance and management operations for the provided Services.

IP Throughput: The maximum debit of the logical link using IP technology set up between the User's Server and the SecTelecom network. The maximum announced IP Throughput can only be achieved if the User's Server configuration enables it.

Flood: A security problem causing an abnormal use of the IP Throughput and which may impact other SecTelecom Users and/or users of other networks cross-connected to the networks accessed by Dedicated Server.

Hosting Service Provider: The individual or corporate entity carrying out an activity for storing any content intended to be provided to the public via online public communication services.

IP or IP Address: A series of numbers used to uniquely identify a computer on the Internet network.

Phishing: A fraudulent technique used by computer pirates to recover confidential information (such as bank or Internet logins and passwords) from Internet users by fooling them via an email message appearing to be from a trusted company, typically a bank, an e-commerce site, or an electronic communications operator.

Server : A computer dedicated to the User and used by the latter once it is made available and that is permanently connected to the Internet via a high-speed connection.

Services: Set of services provided by SecTelecom to the User including the Server Leasing Service, the Web Hosting Service, the Domain Name Reservation Service, and various additional related services under the terms set forth in this Agreement.

Site or SecTelecom Internet Site: Internet site available at <https://Sectelecom.net> providing access to the Account Management Console in particular.

Spam: Unsolicited email promoting ads and not only without the concern of the receiver!

Operating System or OS: The main software installed on the User's Server.

User: Any adult with full legal or moral capacity (in the latter case, registered with the Romanian Trade and Company Register) having opened an SecTelecom account and received an email from SecTelecom containing a login and password for accessing the Services and the Account Management Console.

End User or End Users: Any adult with full legal or moral capacity either paying for or using at no cost, and in its entirety, one or more SecTelecom Services and/or one or more Servers made available to the User.

Disk space: Shared storage space allocated by SecTelecom to the Client

Dedicated Servers: Hosting service including the supply of a physical server dedicated to the User's use, its hosting within SecTelecom premises, and the supply of associated Internet connectivity.

Web Hosting: Hosting service including access to a hosting platform shared by all Users having subscribed to the Service, and the supply of associated Internet connectivity.

Article II. Purpose

These Specific Terms supplement the SecTelecom SLA Agreement, and their purpose is to define the technical and financial terms whereby SecTelecom provides the Dedicated Server Service to the User.

These Specific Terms take precedence over the General Terms should a contradiction appear between both documents.

Article III. DEDICATED SERVER SERVICES PROVIDED BY SecTelecom

SecTelecom provides the user with a technical dedicated server infrastructure, and an Internet

connection whose technical characteristics and total monthly fees are defined on the SecTelecom Internet site at the time of the subscription.

This technical infrastructure enables the User to benefit from a high-speed, multi-purpose platform permanently connected to the Internet network.

SecTelecom proposes service options ("Additional Services") linked to making the Server available, and described online at the SecTelecom Internet Site.

Within the scope of the "Additional Server" Additional Service and at the User's request, SecTelecom can provide one or more additional server(s).

SecTelecom Dedicated Server Services do not cover the fees, subscriptions, taxes, software licenses, or other means of compensation that may be requested by the rights holders, via the use of the Services by the User, and which remain solely at the User's expense.

Article IV. AVAILABILITY OF THE DEDICATED SERVER

The Dedicated Server Services include making available a Server that remains the full and entire property of SecTelecom which grants to the User a single right for remote usage by transferring to the User the custody of the Server's software structure (Operating System, software, and backups).

As a result, the User shall under no circumstances infringe on the integrity of the Server; responsibility for risks of voluntary deterioration of the Server is transferred to the User as soon as the Server is made available.

The User undertakes to comply with all the instructions regarding the use of the Server. The User shall bear any consequences resulting from non-compliant use of the Server, notably Server malfunctions following the installation of a program or a configuration of the Server by the User.

Article V. OBLIGATIONS OF SecTelecom

Section 5.01 Delivery of the Server

Once the account creation request is approved, SecTelecom undertakes to make available to the

User a Server compliant with the User's purchase order and within the following time limits:

- Service specified as "available": Delivery within at most 0 hours and maximum 8 hours on a business day after order is approved

In the event of non-compliance with these time limits, the User may cancel its subscription without notice nor compensation by contacting SecTelecom Technical Support.

Section 5.02 Server login and password

The login and password required to access the Server are defined by the User; they may be configured initially from the Account Management Console and may be modified by the User at any time.

SecTelecom declines all responsibility concerning the choice of the logins and passwords; for basic security reasons they should be selected with care.

Section 5.03 Guarantees

In the event of non-compliance with the Server guarantees, the User may either:

- cancel its subscription without notice nor compensation by contacting SecTelecom Technical Support, or
- request from SecTelecom Technical Support the reimbursement of 5% of the leasing fee for the service in question per full hour of unavailability beyond the guaranteed delay. The reimbursement may not exceed the amount of the monthly leasing fee for the Server.

Guarantees concerning the operating status of the equipment

SecTelecom undertakes to maintain the equipment provided to the User in perfect working order for the duration of the lease.

In the event of failure of the aforementioned equipment, SecTelecom shall intervene at the User's request on its Server, following a diagnosis by Technical Support and subject to a proven and diagnosed hardware failure of the User's Server.

The guaranteed response times starting from the confirmation of a proven failure by Technical Support are specified on the SecTelecomInternet site ("Hardware GRT"), in the characteristics of the offer at the time of the subscription.

Guaranteed rate for the Internet connection

The peak rate may be reached only if the configuration of the software installed by the User on the Server enables it. Specifically, the User recognizes that any modification of the software configuration installed may alter the proposed peak rate (modification of the original parameters, installation and activation of new software or features, etc.).

The maximum guaranteed bandwidth of the IP connection made available on the User's Server is specified on the Internet Site ("Guaranteed Bandwidth"), in the characteristics of the offer at the time of the subscription.

Guaranteed availability of the Internet connection

In view of the very nature of the Internet and its operations, where data travels over heterogeneous networks with various technical capacities and responsibilities, the technical responsibility of SecTelecom is limited to its own network.

SecTelecom shall endeavor to ensure availability of Internet Access 24 hours a day, 7 days a week, subject to possible scheduled maintenance requiring a temporary technical interruption.

Internet Access is considered unavailable when one or more of the network components vital for operation of the User's Server suffer(s) a failure which is not due to scheduled maintenance and causes the total unavailability of the User's Server on the Internet.

The guaranteed availability rate of the Internet connection service ("Availability rate") is specified in the characteristics of the offer at the time of the subscription.

Article VI. OBLIGATIONS OF THE USER

Section 6.01 Compliance with current regulations

Pursuant to current regulations, the **User is reminded that it is solely responsible for the**

installation, operation, configuration, and maintenance of the Server made available to it.

The User is full responsible for all his actions made from or with or via our services!

Section 6.02 Backup of stored data

It is noted that under no circumstances shall SecTelecom be responsible for the data installed and/or used and/or published online by the User on the Server, including in the event of accidental destruction due to human error by either the User or SecTelecom.

The User recognizes it has been fully informed that the configuration may be altered by an incorrect manipulation either by the User or SecTelecom, a change to the Server, a reset of the Server's operating system, or a hardware failure of the hard disk and/or the Server.

Pursuant to basic IT security rules, note that the User is required to take all necessary precautions to protect its own data and/or software by the use of remote, secure, and duplicated backups.

SecTelecom shall not be held responsible in the event of data loss for any reason whatsoever.

Article VII. DURATION OF THE AGREEMENT

Section 7.01 Effective date

The Agreement goes into effect upon the User's subscription to the Service from the SecTelecom Internet site.

The Dedicated Servers Service is entered into for an undetermined period, with a minimum subscription of 1 month, according to the pricing offer subscribed by the User and appearing on the Internet site.

Section 7.02 Termination

The Agreement may be terminated at either the User's or SecTelecom's initiative under the terms set forth in the General Sales Terms and the Specific Terms. Termination of the Agreement makes all unpaid amounts by the User payable immediately.

The User may cancel the Dedicated Server Services from the Account Management Console.

Unless expressly requested by the User, any cancellation received by SecTelecom up to the 20th day of the month (based on the date of the acknowledgement of receipt) will take effect at the end of the month in question, while a cancellation received after the 20th day of the month will take effect at the end of the following month.

Article VIII. Payment methods

Section 8.01 Invoicing of Services

The User expressly authorizes SecTelecom to send an invoice in digital format when it is available. The invoice is accessible in the Account Management Console, following authentication.

The invoice includes the cost of the Flat Rate for the coming month and the additional services

for the previous month, as well as any fees.

The amount of the Additional Services invoiced may not be less than for 1 month; any month started is due in its entirety.

SecTelecom offers to its Users the possibility of paying via multiple methods that available to choose from user control panel when placing an order.

During registration, the initial payment method is automatically a direct debit on the current account. However, the User shall have the possibility, once it has received its login and password, to change the payment method via the Account Management Console.

Regarding automatic direct debit on a current bank or postal account, once the User subscribes to the Services it must inform the financial institution of the authorization for the automatic direct debit granted to SecTelecom.

Section 8.02 Deposit

A deposit of €10 ex-VAT may be requested from the User. Details of the deposit are specified in the General Sales Terms.

Section 8.03 Delayed payment or default by the User

Any incomplete or irregular payment shall be considered a payment default and shall result in the procedure described below.

Following any delay or default in payment, the User shall receive a formal summons to pay (by email and/or by registered letter with acknowledgement of receipt) with reminders sent as follows:

Reminder 1: 1 days after the invoice is issued

Reminder 2: 3 days after the invoice is issued

Reminder 3: 5 days after the invoice is issued

If payment is not received within 6 days after the invoice due date, Services shall be suspended until payment is received for the amounts due. If payment is not received within 6 days after the invoice is issued, the Agreement will be terminated under the terms set forth in this Agreement. There might also be added late fee!

In these 6 days all this agreement applies to user even if it was not pay for this service as it ("User") didn't canceled his service.

Furthermore, there may be special cases when server responsibilities are assigned to client and all this agreement apply! This apply when Client wants to keep the server but is unable pay in time (after those 5 days). In that case, if approved by SecTelecom, the ownership is assigned to Client for a specific interval by mutual agreement. In this case the tickets, emails, phone calls, SMS Texts are kept as a prove that in the specified interval this agreement applies. The User is reminded that it is solely responsible for the installation, operation, configuration, and maintenance of the Server made available to it.

Section 8.04 Refund policy

All the points from the general refund policy available on SecTelecom website applies here. When there are changes between these two articles, the changes from this document shall be considered as valid.

There are two cases when the user is eligible for a refund:

- We have a 5-days refund policy for the newly ordered dedicated servers. The request shall be sent to us using website contact form along with a proper justification and the reason for the request.

- It is proven that a dedicated server provided by us fail to reach the guarantees that we provide in the above article

Refunds are NOT eligible any longer in the event of one or more of the following points:

- There are clear hints that the service was abused in any way.
- Service was involved in illegal activity.
- Unresolved abuses associated with given service are in an unresolved state.

The refunds will be processed by SecTelecom within 30 days from the request and an invoice will be issued in this regard providing clear information containing the services that are refunded and canceled.