

MIRholding B.V.



Kingsfordweg 151 1043GR
Amsterdam The Netherlands

Phone: +31 (0) 20 8083051

www.mirhosting.com

sales@mirhosting.com

Registration ID KVK 63945630

VAT ID NL855463600B01

IBAN NL03 INGB 0006889682

BIC INGBNL2A

Terms and conditions agreement

Published / Updated on 5, May 2023

The terms of use below constitute a legal Agreement between you (Herein referred to as "The Customer") and MIRholding B.V. (Herein referred to as "The Company"), legal owner of the domain name and web site mirhosting.com (Herein referred to as "The Website"), each referred to herein as a "Party" and collectively as the "Parties".

By using the Company Services, including but not limited to visiting the website, using its internal and external links to search for information, ordering any of The Company's services, contacting The Company's representatives or Support Services, and/or using any software made available to you by the Company, you acknowledge your agreement to be bound by these terms.

Domain and Content

In order for us to host your website, it is necessary for you to upload your content to our servers. By uploading your content, you are creating one or more copies of it on our system. By purchasing hosting services from us, you acknowledge that these copies are being made, and grant us permission (a license) to maintain these copies and make them available to Internet users. You are solely responsible for providing all of the content and other data that make up your website.

Bandwidth Usage

The Company provides Users with bandwidth, disk space, and other resources such as e-mail, MySQL databases, and/or file-transfer-protocol ("FTP") accounts. The amount of these resources is defined in The Company's web pages describing the package of Services purchased at the time of purchase. In some cases, The Company may not establish a specific amount of bandwidth, disk space, and other resources, and instead refer to them as "Unlimited". However, the Services are intended for normal use only, and any activity that results in excessive usage inconsistent with normal usage patterns is strictly prohibited. The Company reserves the right to suspend, discontinue, or delete the accounts of Users whose use of disk space, bandwidth, or other resources results in or presents a risk of service degradation to other customers, regardless of the amount of disk space, bandwidth, or other resources included in the User's plan.

Agreed Usage

The User agrees that their usage of the Services purchased from The Company will not exceed the amounts set by The Company (the "Agreed Usage") and will also be subject to normal usage guidelines established by The Company, as in effect from time to time. The User may not use 25% or more of system resources for more than 90 seconds. Numerous activities could cause such problems, including CGI scripts, FTP, PHP, HTTP, and more. Additionally, the User may not exceed the limit of 250,000 inodes on any shared account.

Accounts that exceed the inode limit will not be backed up. These allotments are optimized and dedicated to serving the User's Content and active electronic mail services solely related to the User's web hosting account(s) with The Company.

The hosting space provided by The Company is intended for normal use only and is limited to web files, active e-mail, and content of hosted websites, and is not intended for storage purposes, whether of media, e-mails, or other data. The hosting space may not be used for offsite storage of electronic files, electronic mail, or FTP hosts. You are responsible for removing any files, e-mails, or other data that do not meet these requirements, and for adhering to any usage requirements or limits allocated to your account(s). Failure to do so may result in the removal and deletion of such materials (including files and e-mails), and/or the discontinuation of your services or account, which actions we may take at our sole discretion.

The Company reserves the right to monitor the User's use of bandwidth, disk usage, and other resources. The Company, in its sole discretion, shall have the right to take corrective action if the User's utilization of bandwidth, disk usage, or other resources exceeds the Agreed Usage or is used for improper storage or usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuation of any and all Services, removal or deletion of the User's website, User Content, electronic mail and e-mail services, and/or other materials and services, or termination of the User's account and of this Agreement, which actions may be taken at The Company's sole and absolute discretion.

The Company does not make any warranties or representations that any Service will be uninterrupted or error-free. The Customer accepts all Services provided hereunder

"as is" and "as available" without any warranty of any kind. All implied conditions, warranties, and terms (whether expressed or implied by statute, common law, custom, or otherwise) - excluding those relating to the exercise of reasonable care and skill, fitness for purpose, and satisfactory quality (where applicable) - are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law.

The Company shall not be liable for any services or products supplied by any third party.

The Company shall not be liable for any loss or damage suffered by the Customer arising from any breach of this Agreement by the Customer or any act, misrepresentation, error, or omission made by or on behalf of the Customer.

The Company is not responsible for any delay, malfunction, non-performance, or degradation of performance of any of the Services caused by or resulting from any alteration, modification, or amendment due to changes and specifications requested or implemented by the Customer, whether or not beyond those already supplied.

Third Party Product Names

The Company may mention or describe various software applications and third-party products on its website or in promotional materials, but it does not claim any ownership or association with those products, unless explicitly stated. The names of those products are used only for descriptive purposes, and they are registered trademarks of their respective owners. The Company is entirely separate and independent from those third-party companies.

Acceptable Usage Policy

The Company values the trust and confidence of its customers and takes its responsibility seriously to provide high-quality services.

Therefore, we do not tolerate the misuse of our services for illegal or unethical activities, such as hacking, port scanning, stealth scanning, or fraudulent credit card "phishing". Additionally, hosting files or data that infringes on another's copyright or intellectual property rights is strictly prohibited.

We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable

indications that you are engaged in spamming of any sort including uploading or linking to any content that violates another's right of publicity or privacy.

Additionally, we prohibit the distribution of hate speech, as well as any other content that is deemed obscene, abusive, libelous, or defamatory. Hosting, storing, or distributing adult or child pornography is strictly forbidden, and if such content is found and brought to our attention, we will notify the proper law enforcement agencies and suspend your account. Hosting large amounts of data not specifically tied ("linked") to your hosting account is also prohibited, and we recommend that users needing such file storage/backup solutions to explore specialized services for this purpose.

We reserve the right to refuse or terminate service to any customer who violates these policies.

**Terms and conditions for automated card payment
processing**



By setting up automated payment processing, you authorize The Company to charge your designated payment method for any applicable fees and charges, including but not limited to recurring service fees, additional usage fees, and any other charges associated with your account. This will help ensure that your account remains in good standing and that your services are not interrupted due to payment issues.

1. Automated payment processing will top up your account's balance for a specified amount and will simultaneously apply this balance to your account.
2. A minimum balance is required to keep your balance active without restrictions.
3. A minimum sum of EUR will be charged to your card and the unused funds will be credited as a remaining balance to your account.
4. We will properly notify you about the pending charge at least 5 (five) calendar days prior to the transaction taking place with an email message. This notification will be sent to the email address registered with your account.
5. You will also be notified with an email message after a successful payment posting to your account.
6. If the funds are insufficient on your account's balance and we are unable to charge your card, your account will be suspended or limited according to your account's billing set up.
7. You may delete your card and payment details at any time from within the portal in the Manage Your Bank Cards section.
8. Additionally, you are responsible for keeping your payment information up to date and ensuring that you have sufficient funds available to cover all charges.

We understand the importance of maintaining a secure and reliable payment processing system, and we take all necessary steps to protect your payment information and prevent fraud or unauthorized use of your account. If you have any questions or concerns about the automated payment processing option or any other aspect of your account, please do not hesitate to contact us.

In order to activate your automatic card payment processing you will need to agree with the following:

- I give my full consent to store my payment card's details for automatic bill payments for all services that I subscribed for with MIRholding B.V.
- I agree that in an event of any charge dispute I will first notify MIRholding B.V. via a support portal <https://mirhosting.com/support/index> or by sending an email notification to support@mirhosting.com with clear explanation of the nature of the dispute. I understand that MIRholding B.V. will provide me with a dispute resolution within 10 working days from the moment of dispute submission.
- I agree that after deleting my card from automated payment enrollment I will no longer be able to use this service.

Returns and cancellations policy

MIRhosting offers a 30-day Money Back Guarantee policy for anyone who is not completely satisfied with our web hosting plans within the first 30 days of sign up.

- To receive a full refund (not including any setup fees or domain registrations) please contact our sales department.
- If you wish to cancel a web hosting order and receive a full refund please create a support ticket to our sales department with your specific request. This can be done from within the account management area (control panel). Please include the order number and details for the items you wish to cancel and receive a refund for. All cancellation requests must be submitted to us through our ticketing system. Before cancelling a web hosting package with us, we recommend that you have it set up and functioning elsewhere before making your request.
- If you have any web sites or emails associated with the hosting package you have requested to cancel, they will become nonfunctional and all your data will be deleted. Due to the nature of domain registrations we do not offer any returns or refunds after purchase. It is very important to double check the spelling of the domain name before you process the order. Our automated registration system will process the domain exactly as typed. Once a Domain registration has been submitted to the registry for processing we are unable to reverse the process or offer any returns or refunds of any type. If you have any questions regarding the above policies feel free to contact us.