UNIVERSAL TERMS AND SERVICE AGREEMENT
11 February, 2021

PLEASE READ THESE UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

Art. 1 - General Terms

BinBox Global Services SRL, hereinafter referred to as the "Provider" or "BinBox", with VAT number: RO38305290, Trade Registry Registration no: J40/16856/2017, Headquarters: 17 C. A. Rosetti Str., 1 District, Bucharest, Romania

The Provider, through the Site, is an authorized provider of hosting, design and promotion services, generically referred to as "IT and internet services".

Purchases via the Site are made following the steps indicated for each product. The checkout is the starting point of the contractual relationship between the Provider and the Client.

Art. 2 - Service Activation

The Provider reserves the right to refuse or delay activations that are contrary to the laws or rules specific to each registrar, separately. The Clients shall be informed of such activation delays or refusals within 24 hours from the time of the regular activation time.

Virtual server, resource group, dedicated server and colocation accounts are activated within 4:00 hours from payment confirmation. Remote desktop service accounts are activated within 48 hours from payment confirmation.

The provider may refuse orders or clients as a result of outstanding payments, abusive use of the Services or other activities that are contrary to the applicable laws.

The due date or the expiry date of a Service is the day by which payment must be performed so that the Service is automatically extended.

The Provider reserves the right to discontinue the Services on the due date or the expiry date, without prior notice. The issuance of the invoice 10 days prior to expiration is considered to serve as an expiration notification. The Services are automatically discontinued on their expiration date, at 00.00 GMT+2.

To activate the Services, an email shall be sent to the indicated by the Client on the order form. The Service is considered to be activated when the e-mail is sent by the Provider.

Art. 3 - Data Confidentiality

All contact details and customer identification information of the Client which the Provider receives via the Site or in connection to the Services shall be confidential, and the Provider shall keep such information safe.

The Provider has the approval of the ANSPDCP to collect and process personal data in secure conditions. The Provider reserves the right to send the data belonging to Clients that do not honor orders, abuse the Site or conduct activities that are contrary to the effective Romanian laws etc. to joint databases

available to operators of similar services.

In case of official notices received from the authorities, under the laws of Romania or international law, the Provider shall transmit the identification details of the Clients performing abuse or conducting activities that are inconsistent with the applicable Romanian or international laws.

The Provider is obligated to keep the access date of existing Clients secure, as well as to provide such information only to the persons designated in the process of registering the account.

Placing orders, entering or modifying main contact details that are not according to reality (name, company name, personal identification number, VAT Number, Trade Registry Registration number, City, State, Country) constitute false statements and may be interpreted as attempted fraud.

The Provider reserves the right to request copies of the Clients' identity/identification documents in order to verify their compliance with the data included in the order form.

In the absence of the required identity / identification documents, the Provider reserves the right to immediately suspend any account services referred to in Art. 3 / par. g.

The Provider will not refund payments performed from the accounts covered by Art. 3 / par. f. if it is determined that false information was used in the process of completing the order form.

Orders cannot be placed by proxy or other methods of concealing one's identity. Any accounts created as such shall be immediately deleted.

The Clients who are not 16 years of age at the time of setting up their account can only operate from an account opened in the name of one of their parents or legal guardians. The accounts of children under 16 years of age will be immediately closed and services discontinued until the clarification of the legal status of the account. This entails transferring the legal liability for the actions of minors to their legal representatives.

The Provider reserves the right to suspend and notify the Clients who fail to comply with the data form.

Art. 4 - Rules regarding Pornography

Publishing and selling pornographic content by a Client through the Site can only be performed in accordance with the laws of Romania.

Any site with adult content is obliged to take protective measures to prevent minors from accessing such information.

Violation of the provisions of Art. 4 / paragraph a. and b. will lead to immediate suspension of these services without payment of damages or restitution of money by the Provider.

Art. 5 -Payment of Services

The Payment of Services is based on provisional invoices received via email by the Client. Payment confirmation is sent by email or fax.
None of the purchased Services do not require the Client to renew a subscription after the expiry of the paid interval. The Provider shall attempt to extend the collaboration period through the loyalty rewards program.

Art. 6 - Operation Guarantees

The Provider is responsible for the suitable operation of supplied Services and products. The liability for the content of the Client, stored on the equipment of BinBox, belongs entirely to them, and the Clients shall compensate and hold the Provider harmless against any damages cause by their website content.

The Provider offers a period of 5 days from service activation date, during which the Client can ask for a refund (payment was made, but for various reasons the Client does not want to continue the cooperation - the latter may seek reimbursement for any payments made). Services for which money cannot be refunded are Software Licenses, Dedicated Servers and Domain Registration.

Refunding paid amounts has certain restrictions. For payments by SMS, this refund is made only into the Client's account and the amounts can be used to pay for Services or further orders. The processing services of these payment methods do not provide a Refund service. For all of the other payment methods, the reimbursement can also be performed de facto.

For services that require software licenses and dedicated servers, the refund of paid amounts will not be processed, because these Services involve activation efforts and costs.

The Provider reserves the right to change prices and content of the Service packages offered depending on market requirements and marketing strategy chosen, without any notification and / or consent of any Client in this regard. Services already paid will be maintained as much as possible until the expiry of the contractual period or these shall be replaced by other services with similar features.

The reimbursement of amounts already paid for Services is performed only for the first order of each Client and does not apply to subsequent orders, whereas this option is interpreted as a quality test of the Provider's Services

Art. 7 - Backup Protocols

We can provide backup for our Services in another location, on demand and for a fee. In the case of virtual servers and dedicated servers, serious hardware damage that can lead to partial or total loss of data will lead to a mandatory reinstallation, by the Provider. The Provider is not liable for the contents of lost data, given the fact that providing backup is exclusively in the responsibility of the Client.

Art. 8 - Illegal Actions

The Provider reserves the right to discontinue the services to Clients who abuse allocated resources or perform unauthorized interventions that are contrary to the law. Websites, e-mails or files that contain viruses or other bugs that can endanger the proper functioning of other Clients' services

shall be immediately deleted, without prior or subsequent notice and without the obligation to reimburse any paid amount or damages.

For all of the provided, the Provider does not accept the use of illegal material and information. Illegal actions, system scans, phishing, spam or other actions that are likely to affect other users or providers shall be immediately recorded, the Services will be discontinued and the owners will be declared at the Romanian Anti-Fraud Office and the Police.

All recipients of services provided by BinBox are fully responsible for what happens on their server / account. Clients must refrain from placing orders and activating services with a content they have not sufficiently mastered and with security shields they cannot ensure.

Art. 9 - NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

1. Email Messages

2. Newsgroup postings

3. Windows system messages

4. Pop-up messages (aka "adware" or "spyware" messages)

5. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)

6. Online chat room advertisements

7. Guestbook or Website Forum postings

8. Facsimile Solicitations

9. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our e-mail products and services, you must not only abide by all applicable laws and regulations but **you must also aquire cPanel e-mail service package**. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out

method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the services in question are being used in association with spam, we will re-direct, suspend, or cancel any web site hosting, domain registration, email boxes or other applicable services until customer responds. The registrant or customer will be required to respond by email to us stating that they will cease to send spam and/or have spam sent on their behalf. In the event we determine the abuse has not stopped after services have been restored the first time, we may terminate the hosting and email boxes associated with the domain name in question.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email abuse@binbox.com

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email.

Art. 10 - Force Majeure

The Provider guarantees the security and confidentiality of the Clients' data in normal operating conditions. In case of force majeure, cyber-attacks, natural disasters or regional resource interruptions, the Provider undertakes to make all efforts to remedy the damage as soon as possible and to provide the Clients with the latest safety backups. In case of failure or loss of data from the above mentioned causes, the Provider undertakes to pursue legal action against those responsible and to provide its Clients with all of the necessary assistance to assume the legal status of injured parties to recover damages. For such events, paid amounts are not reimbursed on demand and no damages are paid to the Provider. For the avoidance of these events or the limitation of their effects, the Provider shall perform monthly safety back-ups on offline servers.

Art. 11 - Anti-Flood Protection

The Provider has protection equipment against flooding type attacks. It is well known that flooding cannot be completely removed but only detected and filtered using equipment specially configured.

When a flood-type event is detected in the network, the Provider's equipment shall trigger monitoring and filtering applications. Because of the filtering process, some valid requests will also be canceled, which can lead to a brief slowdown or discontinuation of the activity performed on the websites located on the server under attack.

Flood-type attacks are considered a case of force majeure. Disruptions caused by such incidents are not included in downtime and does not constitute grounds for termination of hosting service contracts.

The Provider reserves the right to immediately close the hosting, reseller, VPS accounts, radio or dedicated servers experiencing floor attacks of considerable intensity. Closed accounts will receive the reimbursement of the paid amount, remaining uncovered by the Service rendering.
The Provider undertakes to provide anti-flood protection in all locations and make all possible efforts to minimize their effects.

Art. 12 - Transfer of the Services

The Provider enables its customers to move their desired services from one account into another. A relocation of the domains entails, according to registrars, a change of holder and is performed subject to prior renewal. After renewal, the domain may be transferred to another owner, for the remainder of the validity period. Moving all of the other Services into a different account to another holder is free of charge. The relocation application must be submitted by the current holder, by indicating the name and email address of the future holder, subject to the above terms.

Art. 13 - Intellectual Property Rights

Subject to the restrictions and terms presented in the Contract related to each Service, the Provider offers the Client a right to non-exclusive use, and a non-transferable license to use the software, equipment or other materials provided under or in connection with the Contract exclusively for internal purposes and only in so far as it is necessary for the use of the Services provided hereunder.

All intellectual and industrial property rights for any software, equipment or other materials including documentation, provided to the Client under or in connection with the Contract, shall be owned solely by the Provider or providers / other owners of such rights. The customer will only purchase such rights, as these are granted to the Client, as per the Contract

The Provider will use reasonable efforts to ensure that the use of software, equipment and other materials made available by the Provider in connection with the Services, by the Client, will not violate the property rights or intellectual property rights of any third party.

Art. 14 - Disputes

All of the services made available by the Provider are subject to the laws of Romania.

The parties agree that all disputes regarding the validity of the agreement or arising from the interpretation, execution or termination shall be resolved amicably by their representatives.

If it is not possible to settle disputes amicably, parties will address the courts with competence over the Provider's headquarters.

The Parties' legal successors shall undertake the legal rights and obligations established by the Contract.

Art. 15 - Internet Fraud

The Provider reserves the right and undertakes to stop forthwith any fraudulent action initiated in cyberspace from or to its servers.

The generic term "fraud" includes both cyber-attacks, unlawful data mining, scans, flood-type actions and use of artistic or intellectual property without copyright, intellectual property or right of use.

The Provider's network does not accept unauthorized or illegal adult sites or content, irc, hubs, dc, bots, streams, gaming services (websites serving games or virtual servers serving or running games). In case of violation of this article, the Provider will proceed to the immediate discontinuation of the Service, without any refund or other obligations.

In the cases provided by Art. 15 / paragraph a., b., and c. the Provider shall immediately suspend the Services in question without the obligation to pay damages or refund money.

Art. 16 - European Services Web Pages

The Site Administrator is company BinBox Global Services SRL, hereinafter referred to as the "Provider" or "BinBox", with VAT number: RO38305290, Trade Registry Registration no: J40/16856/2017, Headquarters: 17 C. A. Rosetti Str., 1 District, Bucharest, Romania

By continuing the Registration process, you confirm that you have read the General Terms and Conditions and you consent to the General Terms and Conditions in which the Provider offers the Services ordered.