



[www.vistnet.com](http://www.vistnet.com)  
DDoS Protection Company

General Conditions &  
Service Level Agreement

for the use of

DDoS Mitigation Solutions

Provided by

Vistnet Corporation Limited

# Contents

GENERAL	3
TERM AND TERMINATION	3
PRICE AND PAYMENT	4
CONFIDENTIALITY AND DATA PROTECTION	5
PROVIDER'S RIGHTS AND OBLIGATIONS	6
CUSTOMER'S RIGHTS AND OBLIGATIONS	8
SERVICE CREDITS AND GUARANTEE	9
FREE TEST OPTION	10
LIMITATION OF, AND EXEMPTION FROM LIABILITY	11
RESTRICTION AND LICENSE	12
FINAL PROVISIONS	13

## 1. General

These General Conditions and Service Level Agreement (“Agreement”) is entered between VISTNET CORPORATION LIMITED (“Provider”) with legal address at 60 Market Square, PO Box 364, Belize City, Belize

and

Everyone, inclusive but not limited to all legal entities and natural persons (“Customer”) using any services made available by the Provider.

The Provider is committed to providing service (“Service”) that is designed, qualified and intended to meaningfully reduce/mitigate or eliminate the “Denial of Service” traffic type to Customer’s website(s) in consideration for payment. This Agreement remains valid during the entire subscription period. The Subscription period starts with Customer’s acceptance of this Agreement, effected by placing an order for the Service; and terminates 1 (one) calendar month after its start. The Subscription period coincides with the term as set forth in this Agreement.

## 2. Term and Termination

2.1. The term of this Agreement commences from the day of sign-up and continues for 1 (one) calendar month, unless earlier terminated as provided herein. This Agreement shall renew automatically for additional periods of the same duration on the same terms and conditions, unless and until either party provides written notice of its intent not to renew at least 7 (seven) days prior to expiry.

2.2. Either party may terminate this Agreement by a written notice of termination to the other party in the following circumstances:

2.2.1 when the other party materially breaches any of its obligations under this Agreement;

2.2.2 when the other party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver, administrator, trustee in bankruptcy or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into a voluntary arrangement or an agreement for the composition, extension, reorganization or readjustment of all or substantially all of its obligations;

2.2.3 when the other party is revoked of or otherwise terminated of, whether temporarily or permanently, any of its permissions, licenses, approvals or other legal authorizations required by applicable law to conduct its business or to perform its obligations under this Agreement; or

- 2.2.4 when there is a change in the control or management of the other party, so as to materially and adversely affect its ability to perform its obligations under this Agreement.
- 2.3. Notwithstanding anything to the contrary herein, the parties may terminate this Agreement upon mutual agreement.
- 2.4. Upon termination or expiration, this Agreement shall have no further force except that neither party shall be relieved or released from any accrued rights or obligations prior to the effective termination or expiration of this Agreement, or those intended to be of a continuing nature or to come into force upon termination or expiration, or any liability arising from its breach of this Agreement. The obligation of confidentiality shall survive the expiration or termination of this Agreement for a period of two (2) years from the date of receipt of the Confidential Information.
- 2.5. Upon termination of this Agreement by either party for any reason, all services granted herein terminate immediately.

### 3. Price and Payment

- 3.1. The Customer is charged a service provision fee on a monthly basis. Said fee is in accordance with chosen by Customer service package as advertised on Provider's website. Additional fees may be charged in accordance with Customer's need for increased traffic. The Customer is informed of reaching package traffic level limits in due time and advised to subscribe for additional traffic provision at said additional fees.
- 3.2. Prices for service packages are changed and updated from time to time at Provider's discretion. The Provider shall notify the Customer of any price changes at least 7 (seven) days prior to this Agreement's expiration date.
- 3.3. The Provider reserves the right to change service package components and to introduce new packages as well as to discontinue existing packages. The Customer shall be duly notified by Provider as these changes occur, and said changes shall be clearly announced, as they happen, on Provider's website.
- 3.4. The Customer is obliged to make continued payment of the ordinary and usual compensation for the continued use of the Service in time, including such obligations as are detailed in a separate annex where applicable. Payments due on invoices issued by Provider must be made by Customer within 5 working days following this Agreement's conclusion date.
- 3.5. The Customer agrees to pay all fees, payables and payments charged for the Services. The Customer must inform the Provider within 3 days of due payment of any objections against unreasonably high fees or payments.
- 3.6. Unless otherwise specified in credit terms extended by Provider, Customers must pay for all services in advance. If due payment is not received prior to and/or on the date specified in the invoice (if the payment is related to an invoice) or up to 5 days following the start of the next following reporting period, the Provider shall have the right to discontinue the provision of the Services and demand payment of the amounts payable. The discontinuation of the services does not release Customer from the obligation to pay for Services used until the date of discontinuation.

## 4. Confidentiality and Data Protection

- 4.1. The parties agree that any information exchanged between the Provider and the Customer and created in the course of cooperation will be kept strictly confidential.
- 4.2. Confidential Information shall mean any non-public or other proprietary information received by a party (“Receiving Party”) from the other party (“Disclosing Party”) in the course of negotiation for or during the Term of this Agreement that the Disclosing Party desires to protect as confidential, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, samples, software, specifications, drawings, blueprints, computer programs and documentation, proposals, patent applications, business information, strategic and development plans, employee lists, business manuals, marketing plans, work flows of web services, software components, technical or financial information whether conveyed as communications or data in oral, written, graphic, or electromagnetic form or otherwise, and all other information which may be disclosed by the Disclosing Party or to which the Receiving Party may be provided access by the Disclosing Party or others in accordance with this Agreement, which is not generally available to the public.
- 4.3. Confidential Information, which is orally disclosed, may only be protected under this Agreement, if it is identified as confidential or proprietary at the time of disclosure and is subsequently confirmed in writing no later than thirty (30) days after such oral transmission.
- 4.4. Each party shall maintain in confidence any Confidential Information disclosed hereunder by the other party whether orally or in writing and use reasonable measures to restrict disclosure of the Confidential Information during the Term of this Agreement. Without limiting the generality of the foregoing, the Receiving Party shall:
  - 4.4.1 protect and safeguard the Confidential Information by using at least the same degree of care, against unauthorized use, publication, or disclosure of Confidential Information as it uses to protect its own comparable confidential information but no less than a reasonable standard of care;
  - 4.4.2 not use the Confidential Information for any purpose other than the Purpose and the performance of its obligations under this Agreement;
  - 4.4.3 not, directly or indirectly, in any way, reveal, reverse engineer, de-compile, disassemble, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Agreement;
  - 4.4.4 not use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis the Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the Parties in connection with the Purpose; and
  - 4.4.5 not disclose the Confidential Information to any person or entity, except in accordance with this Agreement, without the prior written consent of the Disclosing Party.
- 4.5. Unless otherwise agreed, any and all samples, drawings and other documents supplied, furnished or otherwise made by the Disclosing Party shall remain the property of that party and shall be returned promptly or proof of destruction of such Confidential Information to the satisfaction of the Disclosing Party shall be provided by the Receiving Party upon

receipt of the written request of the Disclosing Party or upon termination or expiration of this Agreement.

- 4.6. Neither party shall be liable for disclosure or use of Confidential Information provided by the other party, in so far as said Information:
- 4.6.1 is or becomes available to the public at any time from a source other than the Disclosing Party; or
  - 4.6.2 is released for disclosure by the Disclosing Party; or
  - 4.6.3 is lawfully received from third party or parties; or
  - 4.6.4 is, at any time, developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or
  - 4.6.5 is disclosed to comply with the law or legal process to which the Receiving Party is subject without breach of this Agreement.
- 4.7. A party shall be liable for the disclosure of Confidential Information except where such party establishes that such disclosure is covered by the provisions of Clause 4.5. above.
- 4.8. Each party shall promptly advise the other in writing of any disclosure, misappropriation or misuse by any person of Information as soon as practicable after it becomes aware of such disclosure, misappropriation or misuse.
- 4.9. No act or acts hereunder shall be construed as, or in any manner result in, conveying any license to the Receiving Party or to any third party. Furthermore, no disclosure of Information shall be construed as, or in any manner result in, any representation, warranty assurance, guarantee or inducement for any purpose whatsoever.
- 4.10. Neither party shall utilize any Information of the other party in the provision of services to any third party, other than in co-operation with the Disclosing Party, without the prior written consent of the Disclosing Party.

## 5. Provider's Rights and Obligations

- 5.1. The Provider takes the obligation to maintain 24 hours a day, 7 days a week, 365 days per year (24x7x365) acceptable performance parameters with applicable metrics as described in this Agreement and/or its private annexes.
- 5.2. The Provider reserves the right, from time to time or on a regular basis, to perform planned maintenance in order to upgrade, perfect or maintain the Service.
- 5.2.1 The Customer shall be notified by Provider of any such occurrence in due time, during which time the Provider may temporarily suspend provision of specified Services.
  - 5.2.2 The Customer will receive the notification provided through the Customer Portal (or by a notice delivered through e-mail or a phone call). As a sign of good will, the Provider shall use its best efforts always to notify the Customer.

- 5.2.3 The Provider shall not owe a refund of the amount paid by the Customer that constitutes payment of the price for the Service for the duration of the planned maintenance.
- 5.2.4 The Provider shall not owe a refund of amounts for past periods, regardless of whether the Customer used the Service. The Provider shall not owe a refund, if the Service Suspension was brought about through the Customer's fault.
- 5.3. The Provider and its providers do not represent the complete and sole responsibility that the services are free of errors, uninterrupted and fail-safe, nor do they guarantee that the services lead to certain results. Any advice or information provided by the Provider or its providers or agents cannot represent guarantees.
- 5.4. All Services can be suspended or immediately terminated by the Provider, if the Customer should violate stipulated obligations or in those cases when the Provider considers it wise to do so in order to prevent damages or problems which might result from the Customer's prolonged use of Services.
- 5.5. The Provider has the right to withhold the amount paid by the Customer as compensation for the moral, material and non-material damages incurred when it finds a breach of these General Conditions.
- 5.6. The Provider shall not be liable to the Customer in those cases when:
- 5.6.1 the Customer does not fulfill its payment obligation to the Provider;
  - 5.6.2 there is no Internet connection due to local problems with the Internet network or resources outside the Provider's network or when the malfunctioning of the Internet network, the carriage medium or the equipment between the Provider and the Customer is not caused by the former;
  - 5.6.3 the Customer does not comply with the Provider's instructions and requirements pertaining to the Service;
  - 5.6.4 the Customer uses equipment or software that has not been approved by the Provider or uses the equipment or software incorrectly;
  - 5.6.5 the Service is not being provided or is being provided with impaired quality due to regular or accidental tests performed by the Provider for the purpose of optimizing the Service;
- 5.7. The Provider shall uphold and fulfill the service credits promises, as specified in Section 7, limited to provision of the Service which has a capacity to effectively mitigate the effects of a DDoS attack that is within the bounds of 3 Mpps (three million packets per second).
- 5.8. The Provider reserves the right to provide protection for attacks that are over 3 Mpps (three million packets per second) under a special Enterprise Package, which is subject to requirements assessment, mutual negotiations and bespoke pricing.
- 5.9. Upon its own discretion, and related to but not limited to any risk factors involved as well as site or content focus and protection requirements, the Provider has the right to propose to Customer a more suitable protection package than the one already chosen by Customer.

## 6. Customer's Rights and Obligations

- 6.1. The Customer shall notify the Provider immediately in the event of a problem or disruption, but not later than 24 hours after the event.
- 6.2. When using the Service, the Customer is obliged to observe the established standards of ethical conduct and not in any form violate the rights, laws and interests of the Provider or third parties. The Customer agrees not to join any actions capable of being performed through the Service which are in violation of any applicable local, provincial, state, national or international law, statute, ordinance, rule or regulation.
- 6.3. The Service shall be provided through common and shared infrastructure and the Customer accepts and agrees to that. The Customer's access to the relevant Services shall be terminated in the event of expiry or termination of the specific Service. The Provider shall not be responsible for any assistance whatsoever related to the Customer's migration to an alternative provider.
- 6.4. The Customer agrees on its own behalf and on behalf of its representatives to use the Services for legal purposes only. The items below shall be regarded as inadmissible use of the Services ("abuse") without excluding the afore-said, and each and every one of them shall be regarded as violation of this Agreement by the Customer:
  - 6.4.1 the causing, assisting, abetting or use of a domain or URL hosted by the Provider for the Customer or the Customer's end user for the purpose of directing or redirecting traffic to any material violating any applicable and statutory provisions or laws;
  - 6.4.2 the abetting by the Customer or a representative of the Customer of the use of the above, the assisting or abetting of the use of Services (including by redirecting to web sites or a certain space) for the purpose of creating, transmitting, distributing or storing materials which: infringe the trade marks, patents, copyright laws, business secret or other intellectual property-related laws; violation of the confidentiality of personal information, public or other personal rights of third parties; the use of tools designed to compromise security (including password recovery programs, breakthrough tools or other network probing tools); the violation of international export control regulations, information protection or antiterrorist laws; violation of the secrecy of communication connections, whether by vulgar content, threats, blackmail, discrimination, abuse or by abetting hatred against an identified group; use of tools for the purpose of slander, use of content known to contain viruses or content which constitutes a criminal attack or gives rise to civil riots;
  - 6.4.3 any attempt by the Customer or a representative of the Customer to break through, manipulate, abet, assist in or facilitate the breakthrough or manipulation of the security modules of the Provider's network or any other system (including unauthorized access to information or use of information, systems or networks; probing, scanning or testing for weaknesses in the system or network; violation of the security measures; unauthorized monitoring of information or traffic; interference in the use of the Services of any Customer, host or network in any way; falsifying any titles of TCP/IP packages and any part of a message heading);
  - 6.4.4 using a domain hosted by the Provider or the service provided by the Provider to spread a large number of articles with the exact same content by sending them to newsgroups for the purpose of spamming;
  - 6.4.5 the sending of large numbers of emails not requested by the recipient, regardless of whether such activities



give rise to complaints from recipients (the Provider subscribes to a policy that does not tolerate the sending of SPAM, unintelligible emails or commercial emails not requested by the recipients. Not all afore-said emails necessarily have falsified headings or contain untrue contact information);

6.4.6 the violation of any other provision of this Agreement.

- 6.5. If the Provider at its own discretion considers that an abuse has been or is being carried out, the same reserves the right to discontinue or immediately terminate the provision of the Services after notifying the Customer. Termination of the Service means that the Customer shall not have the possibility to gain access to or use any of the Services provided to him/her until the Provider's investigation for an activity in violation of this Contract is complete. The Provider shall use its best efforts to complete all such investigations in time, because it considers that prolonged delays during investigations can be harmful. The Customer agrees to use reasonable efforts to cooperate with the Provider in the solving of all kinds of abuse.
- 6.6. The Customer acknowledges that the Provider shall not exercise any control on content or information provided directly or indirectly or passing through the Provider's network. The Provider shall not be responsible for such content or information. When using the Service, the Customer is obliged not to install software applications on its server which might render difficult or hinder the normal functioning of the equipment used by the Provider for the provision of the Service.
- 6.7. The Customer is obliged to protect the Provider's good name and business reputation for the term of validity of the Contract as well as after its expiry. The Customer agrees to provide complete, accurate and up-to-date information required by the Provider. In order for the information to be accurate, the Customer agrees to update it for the term of validity of these General Conditions. The Customer agrees that the Provider may contact him/her regarding information that the Provider considers to be in the Customer's best interest. Such notices may contain: commercial emails, mails sent directly to the Customer regarding changes in the Services, information for the upgrading of the Services or products, new services or products or any other information related to the above. The Customer agrees that the Provider may use the Customer's name in its marketing lists for the respective marketing purposes.

## 7. Service Credits and Guarantee

- 7.1. The Customer does purchase the Provider's reliable service in the form, type, functionality and other parameters as announced herein and the Customer agrees to use the service only as designed, respectively as adapted to be used.
- 7.2. The Customer is entitled to service credit whether the use of the service was hindered by a Service Downtime, defined hereby as full inaccessibility to Customer's site or service subject to service provision by the Provider; or note ascertained by the Provider only, with the best intentions and as discreetly as possible. The evidence supporting such a confirmation shall be recorded in an archive containing data, information and other evidence materials.
- 7.3. In the event of a Service Downtime and if the Customer has notified the Provider, as stipulated in section 6.1. the Customer may dissolve this contract and demand a full or partial refund of the amount paid for the relevant reporting period, unless the Customer received a service credit and the provision of the service was resumed within a reasonable period of time.

- 7.4. The Customer agrees that a refund of amounts paid shall be subject to the following rules, conditions and time frames: The Customer shall receive the Service directly from the Provider and must have a good balance of payments with the Provider. The Provider shall not provide credits to persons who purchased or acquired the Service through re-sellers, distributors or indirectly from another person. Credits shall apply for the services covered by the relevant Monthly Service Package fees and/or covered by a Monthly Overtime Service Package and they shall not apply for any other services, including, without limitation, any other professional or specifically designed services offered by the Provider.
- 7.5. A full refund shall be made within 1 month of terminating the provision of the Service, but only if the Service Downtime lasted for more than 12 hours during the first 5 days of using the Service (within the aggregate number of 5 days) and the Provider was immediately informed thereof.
- 7.6. A partial refund (i.e. a refund of the amount corresponding to the time left of the relevant reporting period) shall be made within 1 month of terminating the provision of the Service, but only if:
- 7.6.1 the Service Downtime lasted for more than 12 consecutive hours per 24-hour period and the Provider was immediately notified thereof;
  - 7.6.2 the Service Downtime lasted for more than 5 days per 30-day period and the Provider was immediately notified thereof.
- 7.7. The Customer is also entitled to a service credit in those cases when he/she notified the Provider of the Service Downtime or during the Service Downtime. In those cases the Provider shall provide a credit to the Customer, as follows:
- 7.7.1 if a Service Downtime lasted for more than 10 minutes, but for less than 60 consecutive minutes during the given month, and if the Provider was immediately notified thereof, the latter shall credit the Customer's account with an amount equal to the rate for one day, calculated on the basis of the monthly fee charged for services according to the Customer's tariff plan;
  - 7.7.2 if a Service Downtime lasted for more than 1 hour, but for less than 6 consecutive hours during the given month, and if the Provider was immediately notified thereof, the latter shall credit the Customer's account (following an application filed by the Customer) with an amount equal to the rate for 3 days, calculated on the basis of the monthly fee charged for services according to the Customer's tariff plan;
  - 7.7.3 if a Service Downtime lasted for more than 6 consecutive hours during the given month, and if the Provider was immediately notified thereof, the latter shall credit the Customer's account (following an application filed by the Customer) with an amount equal to the rate for 7 days, calculated on the basis of the monthly fee charged for services according to the Customer's tariff plan.

## 8. Free Test Option

- 8.1. Hereby, the Provider grants the right to a free 24-hour (twenty-four astronomical hours) test of the service. At its discretion, the Provider reserves the right to discontinue, cancel or deny provision of the free test at any time.

- 8.2. The free test commences as soon as the Provider sends to the Customer an email of confirmation of successful setup of the Service.
- 8.3. The Provider reserves the right to notify the Customer of any remaining times left in the period of the free test as well as to invite the Customer to continue the Service by purchasing a paid subscription of choice of the Service. Such notices and invitations shall be sent, from time to time, to the Customer's registered electronic mail address (email) at the Provider's discretion.
- 8.4. The Customer is entitled to a free test of the Service made available by the Provider under the following terms and conditions:
- 8.4.1 Only new Customers are entitled to a free test of the Service;
  - 8.4.2 The right to a free test can only be exercised once per Customer;
  - 8.4.3 Repeat Customers may be granted a free test in such cases when i.) they became Customers of the Service prior to the introduction of the free test option by Provider and ii.) they wish to upgrade from an existing non-full-feature-set package to the full-feature-set protection package as offered by Provider and would like to test the capabilities of the Service in the full-feature-set package.
  - 8.4.4 The free test option is available and demonstrates the Service feature set as defined in the full-feature-set Subscription Package as defined by Provider on Provider's website or other publicly available materials.
  - 8.4.5 Af the Customer chooses to continue with paid protection after the free test, the Customer-chosen protection package shall fall within feature set description limits of advertised by Provider subscription package and the Customer may not necessarily benefit from the same feature set as offered under the free test.

## 9. Limitation of, and Exemption from Liability

The Internet consists of different independently acquired networks interacting with one another which are not being directed or monitored by the Provider. The Customer realizes that and affirms not to hold the Provider liable for any problems effected by the irreverent operating of these networks. In those cases when the Internet services provided by Internet service providers or when one of the networks composing the Internet environment malfunctions and such services and/or networks cannot work as expected, a temporary or constant whole or partial disruption in the working of the Service may occur and the Service may be unavailable throughout a certain period of time.

- 9.1. The Customer accepts the Provider's null responsibility for damages affected or charges incurred while the services do not operate or are unavailable, including due to the malfunctioning or break of Internet services from the Internet providers' network(s). Neither these, nor accidents or abuse that the Customer is guilty of are directed by the Provider.
- 9.2. The Provider cannot be held liable to the Customer or to third parties for any disruptions in the security of the Customer network, system or equipment or for any loss or theft of information transmitted over the Internet or located on computers directly connected to the Internet. Neither the Provider, not any other party related to the establishing,

production, provision, freezing or interruption of the services or any party maintaining the services shall be liable to the Customer or to third parties for any loss of revenues, loss of data, equipment, unavailability of the network or of a web site, or be held liable for any indirect accidental, special cases, or for losses of any kind whatsoever resulting from the above, or be held liable for objections relating to these General Conditions or to the provision of the services, even when the Provider advised the Customer of the possibility of such losses. The Provider shall under no circumstances be held liable for any damages caused by the Customer or for any kinds of damages resulting from the use of the services.

- 9.3. The Customer gives his/her consent to protect at its own expense and not hold liable, as well as to protect and hold harmless the Provider and its directors, managers, attorneys-in-fact, shareholders, employees, independent subcontractors, affiliates, collaborators, agents, as well as to protect them from and against all kinds of losses, costs, liabilities, judgments, damages and expenses, without limitation of any attorney fees and costs payable as a result thereof.
- 9.4. The Customer agrees to protect the Provider from risks, actions, investigations, procedures or lawsuits arising out of the Customer's own violation or out of a violation committed by the Customer's employees, customers, subscribers, business partners, agents, representatives or other end users of the Services. In that case every end user must be informed by the Customer of every obligation stipulated in these General Conditions inasmuch as such user is authorized by the Customer or by any other of the above parties to use the Services or is already using or has access to the Services through the Customer's equipment or means. The Customer must aim at preventing the violation of guarantees by its representatives and the violation of the provided agreements specified herein, as well as prevent any behaviour defined as abuse; prevent negligence or deliberate malevolent behaviour by its representatives; protect the Provider from any indictment resulting from the use of the Services by the Customer itself or by its representatives.
- 9.5. The Provider shall not be held liable for the fulfilment of its obligations, when such fulfilment is hindered or delayed by events outside its control, including, without limitation, supernatural events, wars, revolts, sabotage, terrorism, embargo, fire, floods, accidents, earthquakes, strikes or other labour-related problems, as well as interruption or delay in the transmission of telecommunication services, actions undertaken by its providers or producers, incapacity of obtaining the required materials, deliveries of electrical power required for the provision of the Services as well as any other governmental requirements ("Force Majeure events").
- 9.6. In no event shall either party be liable to the other party for any consequential, indirect, incidental, punitive or special damages of any kind or nature whatsoever, including, but not limited to, loss of business, revenue, profits, goodwill, anticipated savings, increased costs or expenses and attorney's fees, even if foreseeable, regardless of whether such damages arise out of contract, tort, strict liability or otherwise.

## 10. Restriction and License

- 10.1. All rights and interests in and with respect to the Services and the job titles, the Provider's network or any other technology used by the Provider for the provision of the Services, along with all related technologies such as computer code and all other related materials and results (including the server domain name, the proxy system, the router systems, the switches, the IP network, the software, the information and the knowledge) and all intellectual property

built into this structure or derived from it shall be regarded as the sole and sacred property of the Provider and/or its licensors.

- 10.2. The Provider shall grant the Customer restricted, completely gratuitous, completely paid for, non-transferable to third parties, non-sublicensable, revocable rights of use to the Services for the purpose of developing the Customer's own activity during the time of use of the Service only.
- 10.3. The Customer, neither any other person acting on the Customer's behalf may not modify, adapt, sublicense, assign, resell for profit, distribute or create derivative works based upon the solely owned material properties. The Provider and its licensors reserve all rights not granted herein.
- 10.4. No part of these General Conditions shall grant any rights to the Customer, and the Customer is expressly prohibited from re-selling the Services or using any component of the solely owned Services or materials, or offer versions derived from the Services used as an independent service, whether directly or through third parties, respectively market them as consumer services or products or as subscription services.

## 11. Final Provisions

- 11.1. The Provider has a right to revise and supplement this Agreement at any time. If the Provider informs the Customer in writing of such amendments through the Customer Portal and the Customer does not declare within the stipulated period (i.e. not more than five days) through the Customer Portal that he/she disagrees with them, the amendments and supplementations of this Agreement shall be in full force and effect for the Customer.
- 11.2. By accepting this Agreement, the Customer confirms that it shall voluntarily provide its personal information specified in the registration form to the Provider. The Provider acknowledges that all information provided by the Customer shall be subject to the confidentiality obligations and the Provider shall use all confidential information solely in connection with the performance of this contract for its internal business purposes. If such information is not provided, the Provider has the right to refuse to conclude the service provision contract.
- 11.3. In the absence or lack of any agreements between the Customer and the Provider, this Agreement shall be regarded as regulating the relations between them.
- 11.4. All matters not settled herein shall be governed by the provisions of the legislation in effect in Belize.
- 11.5. Any dispute arising between the parties in relation to this Agreement, including those relating to its validity, effectiveness, interpretation, performance and resolution will be the sole responsibility of the competent court in Belize.
- 11.6. The remaining portion of this page is intentionally left blank. Any considerations listed below are invalid and have no enforceable meaning to this Agreement.