Shared Hosting Agreement

The following terms and conditions in this Shared Hosting Agreement (the "Agreement") shall apply to you as a user (the "Client") of the Shared Hosting Services (the "Services") offered by Alert Communications Limited, a company registered under the laws of Malta with company registration number C23487 and having its registered office situated at 258 Cannon Road, Santa Venera, SVR 9034 Malta ("Alert Communications").

1. Nature

1.1 The Client agrees to use Alert Communications' Services according to the following terms and conditions, which must be accepted by the Client prior to their site going online. These terms and conditions are always available on our website, www.alert.com.mt for review, including any updates of the terms and conditions.

1.2 It is in Alert Communications' sole discretion, to transfer or otherwise assign its rights and obligations under this Agreement, provided that such shall be on the same terms, or on terms that are no less advantageous to the Client.

1.3 The Client undertakes to print, sign and send a signed original of this Agreement and a signed copy of the proposal indicating which package is being commissioned to Alert Communications in order for the Services in accordance with this Agreement to commence.

1.4 Further to Clause 1.3 above, if the Client changes any clause in this Agreement upon printing and signing without Alert Communication's prior written consent, then any such change will be deemed to be null and void.

2 Definition of Services

2.1 Alert Communications shall provide space on a server in a data centre and the necessary bandwidth to make the Client's website accessible via the World Wide Web, in accordance with the herewith attached Proposal.

2.2 In the case where a single Client is hosting multiple websites these terms and conditions will be taken as binding to all existing and subsequent accounts once the Client has provided acceptance of these terms and conditions.

3. Term of this Agreement

3.1 This Agreement will valid for a period of twelve (12) months (hereinafter referred to as the "Initial Term"), unless otherwise stated.

3.2 This Agreement will automatically be renewed at the end of the Initial Term unless terminated in accordance with this Agreement.

4. Termination of Agreement

4.1 Unless otherwise stated this Agreement may be terminated at any time by the either party on the giving of thirty (30) days written notice.

4.2 If the Client requests a copy of the site, this can be provided by Alert Communications at an extra cost.

5. Conditions of Use

5.1 In using the services provided the Client must abide by all applicable Maltese laws and regulations.

5.2 Alert Communications reserves the right to cancel this Agreement with immediate effect if it believes the material or the Web Site to be obscene, unfair, untrue or otherwise unworthy of inclusion on the internet. The discretion of Alert Communications in this respect will be absolute.

6. Shared Servers

6.1 The Client understands the Service is provided on a shared server using a shared bandwidth pool and acknowledges that its site cannot overwhelm the server through unnecessarily excessive use of CPU or bandwidth (such that other users/machine performance are/is adversely affected). If a Client is deemed to be placing excessive usage on the server or bandwidth it will be deemed by Alert Communications that shared services are no longer appropriate and the Client will need to relocate their account to a dedicated service. In such a case, if required Alert Communications will refund any unused portion or pre-paid services.

6.2 Where the website to be hosted is not a site that has been developed by Alert Communications, Alert Communications can only confirm that a site is accepted on shared servers once the Client has provided the full code of the site. Alert Communications reserves the right to ask for official documentation about testing of the actual code. If the site requires special setup, Alert Communications reserves the right to charge for the work involved.

6.3 If at any point in Alert Communications detects a possible problem with the code of the site that is affecting other sites, Alert Communications reserves the right to terminate the agreement. It is to be note that the primary scripts produced should not use the server as application server. It should be only used for displaying web content for the users.

7. Server Abuse

7.1 Any attempts to undermine or cause harm to an Alert Communications server or Client of Alert Communications is strictly prohibited including, but not limited to:

(i) Logging into a server or account that you are not authorized to access;

(ii) Accessing data or taking any action to obtain services not intended for you or your use;

(iii) Attempting to probe, scan or test the vulnerability of any system, subsystem or network;

(iv) Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;

(v) Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System;

(vi) Interfering with, intercepting or expropriating any system, data or information;

(vi) Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

(vii) The Client shall not use the service for voice or fax messaging either for itself or for its customers/Clients or any third party.

7.2 It is at Alert Communication's sole discretion to determine what constitutes a violation of this provision. Content that does not meet these standards will be removed without prior notice to the subscriber.

8. Bulk E-Mail

8.1 If the Client sends legitimate bulk emails through the website, this must be done within certain parameters. If a mailing shot of over 200K size is sent or the number of recipients is over five (500) hundred, Alert Communications reserves the right to bill the Client over and above the fee for excess bandwidth usage.

8.2 Further to Clause 9.1 above, the Client must not send unsolicited bulk email via Alert Communication's mail servers. The Clients site must not be referenced or linked to in unsolicited email.

9. Billing

9.1 The Client will be billed according to the chosen package, in accordance with the Proposal. Should the Client need and start using more space, Alert Communications will automatically upgrade the package and bill accordingly.

9.2 Further to clause 10.1 above, all Shared Hosting accounts are to be paid on an annual basis in advance unless stated otherwise, as defined in the herewith annexed Proposal.

10. Changes to Annual Fees

10.1 Alert Communications reserves the right to change the annual fees charged for the Services. Provided that, Alert Communications undertakes not to vary the price for a period of two (2) years from the date of this Agreement.

10.2 Client Services may be suspended if they are not paid within thirty (30) days of due date and prior arrangements are not made. All data contained in a suspended account will remain on the system but Clients will not be able to access it. Whilst accounts are in arrears, Clients will not have access to data stored on Alert Communications servers. Alert Communications reserves the right to delete data on cancelled accounts, after ninety (90) days of non-payment.

11. Contact after office hours

11.1 The Client can contact Alert Communications staff **during** office hours ("Office Hours" are defined as 8.30 AM through 5:00 PM local time, excluding holidays and weekends).

11.2 Further to Clause 12.1 above, if the Client requests service after Office Hours, this will be billed at the standard overtime rates.

12. Refusal of Service

12.1 Alert Communications retains the right to refuse services to the Client.

12.2 Further to Clause 13.1 above, refusal of service may result if:

(i) the Client fails to pay accounts within thirty (30) days of the due date; or

(ii) if the Agreement is terminated; or

(iii) if the Client uses the misuses the services or fails to comply with the customers obligations under the Agreement.

13. Statistics

13.1 Alert Communications will provide statistics information as part of the Service. This will be provided online and the Client will be provided with credentials to view the statistics online.

13.2 Should the Client request a different statistics package other than the one provided by Alert Communications through this hosting solution, the Client will be responsible to buy the respective package and pay the respective setup fee indicated at that point in time. Should the Client require extensive consultancy in the interpretation or analysis of traffic statistics, Alert Communications reserves the right to charge an extra fee.

14. Passwords

14.1 The Client must ensure their password is only given to people whom they give authority to access their account. Alert Communications takes no responsibility to damage or loss resulting from un-authorized access to an account where access is gained with a valid username and password.

15. Permission to Access Data.

15.1 Alert Communications does not allow the use of file transfer protocol.

15.2 In the case of Alert Web Publisher users, Clients will be able to upload files using the file manager. Furthermore, for security reasons,

16. Hosting of E-Mails

16.1 In cases where Alert Communications hosts the emails of the Client the following conditions apply:

(i) The Client is allowed a number of email addresses according to the package chosen. Additional charges will apply if the Client requests additional email accounts.

(ii) Prior to setting up the Client is responsible for passing the full list of emails that need to be setup and for collaborating with Alert Communications personnel and following their instructions during the period of setting up the emails;

(iii) Alert Communications will send an email with instructions on how to setup the accounts, the username and passwords;

(iv) The Client shall not send or enable / empower any other person to send/transmit or transit unsolicited messages and shall not send messages in a language that is prohibited, defamatory, vulgar, vituperative, or otherwise, via the facilities provided by Alert Communications.

17. Integrity

17.1 Alert Communications takes extreme steps to maintain system integrity. However, Alert Communications is not responsible for loss of data due to any cause. To ensure the highest level of data protection, Alert Communications recommends that all information be backed up by the Client. The Client agrees to take full responsibility for files and data transferred.

18. Service Level

18.1 Alert Communications guarantees ninety-five percent (99.5%) bandwidth uptime for all HTTP and HTTPS requests per calendar month.

18.2 For the purpose of this Agreement, only outages lasting a minimum of fifteen (15) consecutive minutes are considered a service outage for calculating availability. Should Web site availability drop due to the bandwidth downtime below ninety-five percent (99.5%), the Client will be able to request a credit equal to twenty per cent (20%) of the monthly fee charged for the service.

18.3 For the avoidance of any doubt, this Agreement does not apply to service outages caused by or associated with:

(i) Circumstances beyond the reasonable control of Alert Communications, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, e-commerce software, payment gateways, statistics or free scripts, Operating System, Database Systems) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services Levels; Failure of access circuits to the Alert Communications network, unless such failure is caused solely by Alert Communications;

(ii) Scheduled maintenance, including upgrades; emergency maintenance;

(iii) Domain Name Server (DNS) issues outside the direct control of Alert Communications, including, without limitation, DNS Propagation or any delays in the registration or transfer of a domain name due to domain registrar or registry issues; browser or DNS caching that may make your site appear inaccessible when others can still access it; FTP, POP, IMAP, SMTP or shell customer access issues; Outages or the Services Levels failures resulting from any act or omission by Customer or its agents, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc.); negligence, wilful misconduct; disconnections due to unpaid bills; or any use of the services in violation of the applicable Terms and Conditions.

19. Limitation of Liability

19.1 Alert Communications shall in no manner be responsible or liable for any loss or damages suffered by the Client save for any instances arising solely from direct fault of the Company.

19.2 Alert Communications' entire liability for any claims for breach of contract, tort and negligence and the Client's exclusive remedy is limited to the total fees paid by the Client over the previous twelve (12) months for this service.

THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THIS CLAUSE 21 HERE ABOVE.

20. Indemnity

20.1 The Client agrees to defend, indemnify and hold Alert Communications harmless from and against any and all claims, losses, liabilities and expenses (including legal fees) related to or arising out of the Services provided by Alert Communications to Client under this Agreement, including without limitation claims made by third parties (including customers of Client) related to any false advertising claims, liability claims for products or services sold by Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided here under, or for any content published by Client using the Services, but excluding those directly caused by the negligence of Alert Communications.

THE CLIENT'S ATTENTION IS IN PARTICULAR DRAWN TO THIS CLAUSE 22 HERE ABOVE.

21. Marketing

21.1 Alert Communications` reserves the right to use Client's company or trading name in any promotional or marketing material it deems fit. This may be in print form, TV, radio or Multimedia (including Web).

22. No Waiver

22.1 The delay or failure of Alert Communications to enforce any terms and conditions of this Agreement shall not be deemed to be a waiver of the said terms and conditions of this Agreement and shall in no way affect their validity or the right of Alert Communications thereafter to enforce all or any of such terms and conditions.

23. General

23.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors but shall not otherwise be assignable by either party without the written consent of the other which consent shall not be unreasonably withheld.

23.2 If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be excised herefrom, with effect from the date of such agreement or decision or such earlier date as the parties may hereby agree.

23.3 The headings in this Agreement are for convenience only and shall not have any legal or interpretative effect.

24. Governing Law and Disputes

24.1 The construction, validity and performance of this Agreement shall be governed in all respects by Maltese law.

24.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force. The appointing authority and administrator shall be the Malta Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Malta. The language to be used in the arbitral proceedings shall be English. Arbitration in terms of this Clause shall constitute the sole and exclusive remedy for the resolution of disputes, controversies of claims arising out of or relating to this agreement, or the breach, termination or invalidity thereof.

I HEREBY CONFIRM THAT I HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS AND ACCORDINGLY I AM FULLY AWARE OF MY OBLIGATIONS AND RESPONSIBILITIES AS A CLIENT ARISING HEREFROM, INCLUDING PROVISIONS ON LIABILITY AND INDEMNITY WHICH HAVE SPECIFICALLY BEEN BROUGHT TO MY ATTENTION.

I FURTHERMORE WARRANT TO BE DULY AUTHORISED TO ACCEPT, SIGN AND REPRESENT THE CLIENT ON THIS AGREMEENT AND CONFIRM ACCEPTANCE OF THE TERMS AND CONDITIONS SET OUT ABOVE.

Date:

Client Company Name:

Client Company Registration:

Represented by:

Position:

Signature: