Webrahost Contract

19.08.2016

This document represents the contract between Webrasoft SRL and the user of services described on the webrahost.com website. The customer and Webrasoft SRL agreed upon this contract at the time of the order via the order form available on the webrahost.com website.

All orders are completed by the customer by agreeing to this contract, the terms of service and the privacy and cookie policy. All these documents are available on our website, shown in the order form and liked in this document.

Revisions to this contract are published online and are considered agreed to by the customer on the date of renewal of service. The renewal of service is the date when the invoice for the next service period is paid.

Additionally, for domain registration services, the customer must accept the terms issued by the owner of corresponding top domain registry. Webrasoft SRL acts only as a 3rd party (intermediary) between the customer and the top level domain registry owner.

1. The contract is made between
- **Supplier** Webrasoft SRL, located in Oradea, 18 Alexandru Donici str. 410562, Romania, registered with the unique trade registry number: J05/2013/2005 and VAT number: RO17991374;
- **Beneficiary** registered as a customer which is identified by data provided during order. The beneficiary identification information is listed on the invoice and becomes part of the contract.
2. Contracted services

Webrasoft SRL is offering the following services on the www.webrahost.com website.

- Web hosting, Laravel Hosting and WordPress Hosting;
- Email hosting;
- Domain registration services;
- Registration and installation of SSL certificates.

Contracted services are selected by the customer on the website: www.webrahost.com and can be communicated to the supplier via email, phone, or by using the website order form.

The supplier receives the customer request, evaluates the order and issues an invoice containing the following information: list of services required by the customer, the price of these services and duration of services (where necessary).

The invoice becomes part of the contract between supplier and beneficiary.

For domain registration, Webrasoft SRL acts as a 3rd between the customer and the owner of top level domain registry. Each top level domain extension (TLD) is managed into the global domain registry by a domain extension owner. Each of these owners establishes specific registration terms for their TLDs.

Some examples:

In case of generic TLD registration – such as: .com, .org, .net, .int, .edu, .gov, .mil – the beneficiary must agree to the terms issued by ICANN: https://www.icann.org/resources/pages/responsibilities-2014-03-14-en

In case of registration of domain names using the .ro extension – which is managed by ROTLD – the beneficiary must agree to:

- the registration rules issued by ROTLD registry owner: http://rotld.ro/portal/pages/ro/2/
- and the registration contract issued by ROTLD: http://rotld.ro/portal/pages/ro/1/

3. Payment obligations

The payment is made in advance for web hosting and email hosting services. The minimum payment period may be longer than one month for small payments in order to better manage payment fees. Service can be stopped permanently if the invoice is not fully paid at the due date.

4. Return policy

Webrasoft SRL sells virtual services available online which are not shipped via post so returning the ordered items does not apply.

If you are not satisfied with the web hosting services or email hosting services you can request a refund in the first 14 days from the date of the contract. The refund must be requested in written form to our contact address.

Domain registration payments cannot be refunded. Domain registration complies with rules issue by the owners of top level domain registry. Webrasoft SRL acts as an intermediary between you and the TLD owner.

The start date of the contract is the date when the order is registered in our system.

5. Service duration

The web hosting and email hosting contracts are not limited to a fixed duration. These contracts continue indefinitely and can be interrupted by any of the parties without the need of a justification. We will process and respond to the customer request to stop the hosting services no later than three days after we received the customer request.

We issue a new invoice for the next service period if the customer does not ask for cancellation of service before that date.

The date when the access information is sent via email is considered the start date for the first service duration period. Next service period dates are computed based on this start date.

6. Beneficiary rights

The customer shall be able to use the contracted services to the full extent specified through the features selected during order under the following conditions:

- Timely payment of full amount specified on the invoice;
- And compliance with all terms of the contract.

The customer is entitled to be refunded the amount paid in advanced for un-used services if the supplier does not comply with the agreed terms of contract.

7. Beneficiary obligations

Services are offered to be used only within the limits of the law. Any abuse or potentially damaging use of services is strictly forbidden and is not tolerated.

The beneficiary:

- will not use the service and will not allow the service to be used for illegal purposes. This includes but is not limited to materials which cause copyright infringement, or can be considered threatening or harmful to others;
- will not use the service to promote illegal activities, provide information which may harm the services and infrastructure of the supplier or other parties. This includes but is not limited to pages which contain or link viruses, warez websites, pirated software, etc.

- will not store or provide pornographic content using the service.
- will not use for long periods of time more than 80% of the server's CPU load, available memory and Disk access time. A prolonged activity of high load on server resources can create problems for the supplier.
- will never send unsolicited emails (SPAM messages). Unsolicited emails are not tolerated under any circumstances.
- will not send mass emails without a prior written agreement of the supplier.
- will not use the hosting account for other purposes than hosting. Will not use the hosting accounts for prohibited usage such as proxy servers, web crawling, ports scanning.
- is responsible for keeping their account access information (username and password) private. The beneficiary is solely responsible for the activities performed via his account.

8. Supplier rights

The supplier will receive in time and in full the payment for the provided services.

The supplier can suspend or stop the service if it does not receive the payment in time or if it notices or receives complains that the service was abused or used to harm others. In such cases the supplier does not have to refund the payments made in advance.

The supplier will change the account access information in case it notices any security violations and will inform the customer about his changes.

In case of any damage caused by the customer, the supplier will ask the customer to cover all costs of damage including any additional fees.

9. Supplier obligations

The supplier guarantees the quality of provided services over the whole contract duration with the following parameters: at least 99% uptime for the duration of one month except maintenance periods announced in advance.

The supplier offers email or web based support for the whole duration of the contract.

The supplier maintains the privacy of the data stored by the beneficiary on the servers.

10. Data Protection

Your privacy is important to use this is why our website uses a SSL certificate which enables secured browsing on our website. Webrahost.com uses a secured HTTPS connection which encrypts the date exchanged between your browser and our website.

We also perform periodic backup of all data stored on our servers.

Your contact, identification and billing information is required in order to be able to run our service and in order to be able to communicate with you when necessary.

Please read fully the complete Privacy and cookie policy which is available here and which is part of this document.

11. Limitations of liability

The services described in this document are offered with limitation of liability up to the full extent permitted by the law.

The supplier cannot control and does not offer warranties for the integrity or safety of the information exchanged over the internet or stored on the servers. The supplier takes reasonable measures for maintaining the integrity and access security to this information but is not able to offer any warranties that the customer information is secured at all times.

The supplier is not responsible for the exchange of illegal information or any other kind of information because he is not responsible for controlling the information exchange.

The supplier is liable up to the amount paid in advance for the provided services. The warranty offered by the supplier is limited to the items described in this document, with the exception of warranties required by the law.

The supplier cannot be held responsible for customer actions. If Webrasoft SRL notices or receives complains that the service was abused or used to harm others it will close your account and stop your access immediately and without prior notification.

12. Other provisions

Any issue or dispute related to this contract has to be solved amiably. If such a solution is not possible then the parties can ask for arbitration conducted by the competent authorities in Romania.