Shared Web Hosting Conditions

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Art 1: Object

The purpose of these specific conditions is to define the technical and financial conditions under which **xervers** undertakes to host the Customer's Internet service on its platform.

The specific conditions detail the different subscription options with a view to the preparation by **xervers** of the platform space reserved for the Client.

The Client expressly acknowledges that **xervers** does not participate in any way whatsoever in the sense of those present to the design, development, realization and installation of the Client's Internet site and its computer tools for management and administration.

Art 2: Means - Conditions of Operation

The **xervers** platform is accessible to the general public over the Internet network through stations connected to the Internet network.

xervers guarantees access to the Internet site under reasonable visitation conditions and access to e-mail boxes under reasonable use conditions.

In the event that access to the Service cannot be maintained due to traffic exceeding its capacities, the parties will consult in order to study technical and financial modifications to the customer's hosting conditions.

Art 3: Conditions for Performance and Invoicing of Benefits

xervers sends the Customer an account opening confirmation email, making available to the Customer the codes that allow him/her to access the space reserved for his/her Website on the **xervers** Service.

The date on which the Customer's website hosting codes are sent shall determine the start date for which billing shall take effect.

Art 4: Obligations of xervers

xervers undertakes to provide with all due care and diligence a quality service in accordance with the usages of the profession and the state of the art. It only meets an obligation of means.

xervers undertakes to:

Art 4.1: Ensure access to the service 24/24h every day of the year.

xervers will inform the Customer as far as possible, within a reasonable time, by e-mail or through the website https://xervers.pt/serverstatus.php of a possible interruption of service, so that the Client can make the necessary arrangements.

Art 4.2: Intervene quickly in case of an accident.

Art 4.3: Ensure that your tools are maintained at the best level.

Art 4.4: Make available to the Client the possibility of restricting access to its site (or part of it).

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Art 4.5: Protect its platform as much as possible.

Art 5: Responsibility of xervers

xervers reserves the right to interrupt the Service, particularly if such Service constitutes a danger to the maintenance of the security of the **xervers** hosting platform, following an act of piracy of the Service. Or, following the non-installation of the application update resulting in the detection of a flaw in the system security. **xervers** agrees to re-establish the connection at the Customer's request, provided that corrective actions have been taken by the Customer.

xervers may not be held responsible for the content of the information, sound, text, images, form elements, data accessible on the sites hosted by the Customer Service, transmitted or put online by the Customer in any way.

xervers may not be held liable for the total or partial non-fulfillment of an obligation and/or failure of the operators of the transport network for the Internet universe and in particular of its access provider(s).

xervers may not be held liable towards the Customer for the introduction of a computer virus into the Customer Service.

xervers may not be held liable to the Customer for failure arising from the Customer's misuse of the Service.

Consequently, **xervers** recommends the Customer to take safeguard measures made on its own initiative.

Art 6: Obligations and Liability of the Client

Art 6.1: The Client is committed to not hosting pornographic, racist or illegal charlatan sites, and those with links to these sites are forbidden.

Likewise, you may not host sites on pages related to any proselytism relating to sectarian movements or considered to represent a sectarian risk for the services of the State, or recognized as such by a final court decision. It also undertakes not to redirect to such sites.

The Client is responsible for respecting the volume of traffic and storage space authorized by the hosting formula and options to which he/she has subscribed.

The Customer is informed that the publications constitute in particular works of the mind protected by copyright in the sense of the subparagraphs a) and b) of paragraph 1 of art.2 of the Copyright and Neighboring Rights Code (Approved by Decree-Law no. 63/85, of March 14, and amended by Laws no. 45/85, of September 17, and 114/91, of September 3, and Decree-Laws nºs 332/97 e 334/97, both of November 27, by Law no. 50/2004, of August 24 and Law 24/2006 of June 30th).

The Client is informed that sound, video or other files (MP3, DIVX, ISO, etc.) are subject to copyright and intellectual property rights.

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The Client assures **xervers** that he/she is the owner of all intellectual property rights over all of the pages and data that he/she hosts, i.e., the rights of reproduction, representation and diffusion relative to the Internet medium, for a previously determined duration.

The Client hereby declares to fully accept all legal obligations arising from ownership of its services, and **xervers** may not be sued or in any way inconvenienced in this regard for any reason whatsoever, particularly in the event of violation of laws or regulations applicable to the Client's services. The Client declares to have obtained all necessary authorizations regarding copyright, namely from the Portuguese Authors Society that may be required. The Customer undertakes to make the identity and address of the owner or author of the web pages appear on the web pages of his website and to make all necessary requests for the creation of his website in accordance with current Portuguese Law.

Failure by the Customer to comply with the aforementioned points - whether the website is hosted on **xervers'** platform or by redirecting its domain to such websites - and notably any activity specifically prohibited on **xervers'** Service and/or likely to result in civil and/or criminal liability and/or likely to affect the rights of third parties will entitle **xervers** to disconnect and/or interrupt the Customer's services without prior notice and to immediately and fully terminate the contract, without prejudice to the right to all damages to which **xervers** may be entitled. In such cases, the Client will not have any right to a refund of amounts already paid to **xervers**. The Client undertakes to pay directly to the claimant any amount that the claimant may demand from **xervers**. Furthermore, the Client undertakes to intervene, at **xervers'** request, in any legal or non-legal action brought against it, as well as to guarantee **xervers** any convictions that may be handed down against it. Consequently, the Client undertakes to treat as its own any claim and/or lawsuit, whatever the form, object or nature of the claim against **xervers**, possibly linked to obligations borne by the Client under this contract.

The Client, who is solely responsible for the content of the Website, undertakes to defend **xervers** at his own expense in the event that **xervers** is the subject of a claim relating to the data, information, messages, etc. that he disseminates, and to pay any compensation that may be due to him to repair any damage he may have suffered, provided that he is free to settle and conduct the proceedings.

The Client undertakes to implement the necessary safeguards to ensure the continuity of his business.

Art 6.2: Using CGI/PHP/MYSQL SCRIPTS

xervers provides hosting that allows the use of GGI scripts, PHP, MYSQL and other executable programs. These scripts use much more system resources than simple pages, so the restrictions below apply to the use of these features.

The customer has the ability to create and execute their own CGI, PHP or/and SQL scripts on their own account. This use must be reasonable. However, in order to provide a good quality service, **xervers** reserves the right to stop the execution of certain CGI, PHP, SQL and/or the site if these require too much server power and endanger the proper functioning of the **xervers** shared hosting platform, regardless of the five restrictions below.

xervers will do its best to warn customers who use scripts that require too high a percentage of system resources before suspending them.

On the other hand, if scripts cause problems for other customers or use too many resources they may be stopped without notice.

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The Customer is warned that use that does not respect the above may render the site's operation incompatible on the **xervers** shared platform, exposing it to suspension without notice in order to guarantee an acceptable quality of service to all of the platform's customers. The Customer will then be offered the option of a dedicated hosting contract.

The scripts must not in any case interact with the configuration of the Service or the material. The execution of scripts of this type may lead to the immediate cancellation of the Customer account. Consequently, to assess the reasonableness of the use of scripts in view of the shared hosting platform, the following criteria will be used:

- daily traffic.
- number of web requests per day (html, php, cgi, jpg, gif and others);
- machine processor ("CPU") utilization.
- RAM usage.
- access to a sql server limited in number of simultaneous requests (**xervers** recommends that the Client establish short connections, closing them after use).
- for other reasons not defined in these conditions, but which, in **xervers**' judgment, would put the **xervers** computer system at risk. It shall be up to the Customer to make known the exact reason why he uses such scripts.

Alerts are sent automatically when one of the criteria is met, and the Client must then validate that this alert has been properly received by means of a reply e-mail and that **xervers** has understood the request made.

If the Client does not validate this e-mail within 12 hours, **xervers** reserves the right to close the site without notice.

Downloading must be done by the anonymous FTP server, if available.

Art 6.3: The use of SPAM is strictly prohibited

The Customer undertakes not to use the Service features to send messages in large numbers (SPAM) or to people who do not wish to receive them or to the wrong addresses. In this regard, **xervers** reserves the right to suspend the customer's messaging services without notice, when massive email deliveries affect the integrity and/or security of the **xervers** network.

On the other hand, in case of any complaint (whether customer or not) regarding a sent e-mail:

- from the facilities hosted at **xervers**
- or holding the URLs of sites hosted on **xervers**

In case of non-compliance with this commitment, the Customer acknowledges that **xervers** has the right to limit, restrict, interrupt or permanently suspend, in whole or in part, the service in question for a minimum duration of five days without notice, and even to permanently terminate the contract in case of non-compliance with warnings regarding spamming sent by e-mail to the Customer.

Art 6.4: The Client undertakes to keep a copy of the transmitted data.

Art 6.5: File hosting platforms are prohibited in **xervers** shared hosting offers.

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This includes all sites destined for storage, exchange, downloading, streaming, ... This prohibition applies to all types of files such as images, videos, music, files, etc. **xervers** reserves the possibility to suspend without notice any site used for this purpose and hosted on a shared hosting offer.

Art 7: Domain Name

The Customer is informed that a domain name can be connected preferentially to the Hosting Service. Therefore, depending on the situation, it may be necessary to change the domain name previously defined.

The Customer is informed that he/she must be the owner of the domain names in question or have the owner's agreement for the duration foreseen in the contract.

If, after reading these particular hosting conditions, the Client has any questions, he/she should contact **xervers** through the means placed at its disposal.

 The simple fact of booking online will correspond to full and complete acceptance of these contractual conditions.

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