# General Terms and Conditions

Effective date: 1 January 2017

Last updated: 1 January 2017

1. Definitions used in this General Terms and Conditions

    1. General Terms and Conditions (GTC): this main Agreement applicable to the services provided by the Service Provider.

    2. Service Provider:

        Company name: DAYS GONE BY, LLC

        Principal address: 3719 W Quail Heights Ct, Boise, ID 83703

    3. Service Provider website: https://hello.website

    4. Client: a private individual or a business entity contractually or implicitly using any of the services provided by the Service Provider.

    5. Individual Subscription Agreement: The agreement entered into between the Client and the Service Provider, including specific provisions, which shall be interpreted jointly with this GTC.

    6. Registry: The central manager of the domains (who safeguards, maintains, and provides access to the data related to the domains, delegated under top level domains (hereinafter TLD)).

    7. Registrar: Any service provider authorised by the Registry, taking care of the domain delegation, registration and maintenance tasks, under a contractual relationship with the Client, based on the sole discretion and being mandated by the Client, who has applied for a domain or uses a domain.

2. Scope and system of the GTC

    1. This GTC shall apply to all services marked with the "hello.website" trademark, provided by the Service Provider. The word "hello.website" is registered and protected trademark.

    2. This GTC shall be interpreted in conjunction with the Individual Subscription Agreement signed with the Client, unless the Individual Subscription Agreement and the GTC include conflicting or altering provisions. In such case, the provisions of the Individual Subscription Agreement shall apply.

3. Given the constant changes seen in the conditions of the service environment, the Service Provider is only able to undertake an on-going provision of the Services by retaining the right to unilaterally modify this GTC.

4. The Service Provider shall notify the Clients on any modification to the GTC, on its website.

3. Basic services provided by the Service Provider

   1. Domain Registration Services

   2. Hosting Services

   3. Website Builder Services

4. Domain Registration Services – Detailed rules

   1. Under the scope of Domain Registration Services, the Service Provider registers and procures registration of international and various national domain names, as an accredited Registrar, or as an intermediary agent acting on behalf of other Registrars, as a distributor.

   2. The Service Provider is taking care of the domain delegation, registration and maintenance tasks, as a service provider accredited by various Registries, based on the sole discretion of and being mandated by the Client, who has applied for or uses the domain. The Service Provider provides information about its accreditations on its website.

   3. The rules applicable to various country code endings of the domain names are defined by the Registry of the given domain, and such rules are published and available at all times at the respective Registry's website. In case the registration request submitted by the Client is not in compliance with such policy, the Registrar or the Registry has the right to refuse the domain request.

   4. In case of TLDs supervised by ICANN, it is of essential importance for the applicant and user of the domain, to be aware of and undertake the attached responsibilities. By applying for and using the Service Provider's services, the Client agrees to be bound by such rules at all times. Detailed information on such rules can be found on the ICANN website: http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm

   5. The Domain Registration Services shall be deemed to be contractually performed upon a successful registration of the new domain, upon successful maintenance of a previously registered domain, upon registration of the requested modifications, or upon a successful transfer of the registration of a previously registered domain to the Service Provider.

   6. The Service Provider enables Clients to check the domain status on its website. This allows the Clients to check if a domain is available for registration or not. This checking facility is only for information purposes, and shall not qualify as an official status report. An official status report on the various domain names shall be available on the website of the various Registries.

   7. The domain name applicant and the domain name user shall be solely liable for choosing a given domain name, for its meaning, its use, and for the consequences of the same, for the name selection and use being lawful, and for any damage caused to any third party due to the selection and use of the given name.

   8. A prior checking of the availability of the domain for registration shall be the task of the Client. The Client shall be fully and solely responsible for such prior checking.

   9. If the domain is indicated to be still available, it does not automatically mean that it can be registered. For example, in case of a trademark, company name, name of a private individual, an artist name, or any other legal reason, there may be an obstacle to effectively register a domain name. The applicant submitting a request for a specific domain name shall be solely responsible to obtain prior information on whether the specific domain name can be registered or not, based on the relevant trademark registries, company registries, or other registries supervising the entitlement to use various other names.

10. When checking whether a domain name is available for registration or not, the results of such check is only valid for the given moment. It may happen that someone else registers the domain name after the Client checked its availability and tried to reserve it. In case the domain name was available at the time when the Client submitted an application for registration, however, while trying to meet the conditions for a commencement of the registration, and during the processing of such registration request, the domain name is successfully registered by another person, the Client shall not be entitled to submit any claim for damages caused towards the Service Provider. The Service Provider shall have no liability whatsoever in such case.

11. Pre-conditions to start the Domain Registration:

    1. All data required for the domain registration has been supplied by the Client without fault or error, and in compliance with the domain registration policy of the domain Register in charge of the given domain ending, and in certain cases, a request form was properly completed, and sent with all of its required attachments and documents, by the Client to the Service Provider, in case it is stipulated by the relevant Registry, as being mandatory.

    2. The Client has paid the prevailing Registration Fee for the Domain Registration Services in full, and in advance.

    3. The Client has made all technical adjustments necessary for the domain name applied for.

12. Upon all pre-conditions to start the Domain Registration are met, the Service Provider shall process the request received within 3 business days, and shall start the domain registration.

13. The time requirement for domain registration varies, and depends on the specific procedures applied by the various Registries of the given domains. The Service Provider shall have no liability whatsoever towards the Client for the duration required for a domain registration, or whether the domain registration will be successful or not.

14. Registered domain names are valid for yearly periods. If the Client wishes to maintain the domain name for additional time periods, which also means that the right to use the domain is extended accordingly, the Client shall notify the Service Provider by not later than 3 business days prior to the expiry of the registration, making sure that the maintenance fee stipulated by the prevailing price list published on the Service Provider's website, has been credited on the Service Provider's bank account.

15. The Service Provider may, at its sole discretion, warn the Client about the expiry date approaching. This is done by sending an email reminder to the Client's email address provided at the Service Provider's website at the time of opening the user account. The Client shall be solely responsible to make sure that the e-mail address provided is still valid and operational, therefore the Client shall be solely responsible for receiving such notification, and the Service Provider hereby highlights the importance of making sure that the e-mail address provided is valid.

16. The Service Provider will also indicate the expiry date of the various domain names on its website, when the Client logs into the client account.

17. In case the Client failed to renew the domain registration by the expiry deadline, by making sure that the applicable renewal fee has been credited on the Service Provider's bank account, the Service Provider shall deem the domain name being terminated, and shall terminate the provision of all related services. The Client shall be solely liable for the consequences of such termination.

18. The possibility to re-register after a termination, or to renew or delete a domain with permanent effect, is regulated by the respective Registry, at its sole discretion. The Client is obliged to learn such rules published by the Registries, and act in compliance with such rules. Therefore, the Service Provider shall have no liability whatsoever in this relation.

19. The Client shall be solely liable to act in accordance with the rules defined by the various Registries for domain name termination, domain maintenance/renewal or cancelation. This also applies in case the Client explicitly wishes to delete the domain from the Registry's database upon termination or even prior to that.

In such case, the Client shall be responsible to inform the Service Provider about such deletion request, in a concise and timely manner, at least 3 business days in advance.

20. Upon registration, the Client requests registration and maintenance of the domain for a specific number of years, selected out of the options provided by the Registry. In case the Client requests a transfer of the domain to another service provider within such time period, the Client's contractual relationship with the Service Provider will terminate. When such transfer is requested, it shall be deemed that the Client terminated the services with an immediate effect, and that the Client waived all rights to submit any claim towards the Service Provider. This includes all maintenance fees previously paid to the Service Provider.

21. The Client acknowledges and agrees to the fact that a pre-paid maintenance fee will only be enforced if the Registry provides an option to pre-set the number of maintenance years required. The Client shall be fully liable for that, and for all related consequences.

22. The Service Provider shall have no liability towards the Client for a failure to register a domain name. The Client shall be obliged to pay the fee to the Service Provider even in case the registration failed, for reasons related to registry policies, laws or other reasons. The Client shall also be obliged to pay all procedural, assessment, or other related fees incurred, in full.

23. The Client shall have the right to withdraw the registration request prior to starting the registration process. In such case, the Service Provider shall refund the registration fee minus an administrative fee to the Client.

24. The domain registration shall be deemed to be started when the domain registration request has been submitted to the Registry. Once the request has been submitted to the Registry, there is no possibility to refund the registration fee.

25. The Registries/Registrars shall be entitled to refuse a registration request when the applicant has failed to check whether the domain is available for registration or not.

26. An applicant for Domain Registration Services, the contact person, whose name was provided as a condition to a domain name registration, the account payer, or any person acting in any related role, can only be a person of 18 years of age or older.

27. The Client acknowledges and agrees to the fact that any data supplied by the Client during the process of the Domain Registration Services, will be treated by the Registries and Registrars as a public information, in line with the general registration rules of the internet, and the Client hereby states that the Client holds an approval to the same fact, obtained from all other persons named in relation to the domain.

28. The Client shall inform the Service Provider on any change to its data provided during the Domain Registration Services, in writing, within 8 calendar days upon such change occurring.

29. The Service Provider shall treat all requests submitted by Clients bearing in mind the Client's interests. In case the Service Provider can foresee any difficulty or obstacle relating to the registration, the Service Provider will suggest to the Client to cancel its request, or if possible, to chose another domain.

30. The Service Provider retains the right to refuse a domain request, or to refuse providing the Domain Registration Services, at its sole discretion, in case such request would violate its own business interests, goodwill or other rights.

31. The Client states that it has read and understood the registration/delegation policies, relating to the various domain names, and accepts them as binding upon itself.

32. The Client shall be entitled to use, optionally, and free-of-charge, at its own risk, certain limited hosting type services linked to the domain name registered with the Service Provider, which services are published by the Service Provider on its website at all times (hereinafter Optional Services). Such Optional Services would be for example: free hosting starting package, free email aliases, free name server, free web forwarding, etc.

33. The Optional Services are not part of the services defined as Hosting Services in this GTC.

34. The Optional Services can be used by the Client at the Client's sole risk and liability. The Service Provider will not provide any support services or availability to the Optional Services, or any data backup or other type of supervision.

35. The Service Provider retains the right to modify, restrict or terminate the Optional Services any time, without any prior notification. Any damage or liability arising in relation to the Optional Services shall be the sole responsibility of the Client. The Client shall be solely responsible to arrange for support services in relation to the Optional Services, including data backup and recovery. The Client shall be solely responsible for any service disruption, data loss or malfunction.

5. Hosting Services – Detailed rules

   1. The Service Provider provides hosting services (hereinafter Hosting) in the following forms:

      1. Shared Hosting

      2. Virtual Private Server (VPS)

      3. Dedicated Servers.

   2. The Client shall be entitled to utilize resources shared or dedicated by the system, which could be memory (RAM), processor capacity (CPU), or hosting (webhosting, email hosting, database, data storage etc.).

   3. Shared Hosting means that the Service Provider shares its server resources between multiple users. The Client can use the services as of the multiple users.

   4. As part of Hosting, the Client is entitled to use other related services provided by the Service Provider, such as DNS (Domain Name Server), email and related server side virus and spam blocking, to run certain programs written in various server side programming languages, to use databases, scheduled program runs, etc.

   5. The Service Provider shall publish the contents, prices and other details of the Hosting Services on its website.

   6. Published Hosting Services are provided with the technical parameters indicated by the Service Provider. The Client shall pay the fees due to the Service Provider for making the services available, not based on the actual use of such services by the Client. The Client shall not be entitled to ask for a refund of the fees paid to the Service Provider, in full or in part, in case the Client uses only part of the services, or uses none of them.

   7. When the quota dedicated to the Hosting package subscribed for is reached, one day corresponding to the quota overrun will be kept being automatically deducted from the subscription period. For such deductions, the Service Provider will take into account the next available hosting size, and the number of days to be deducted will be rounded up. In case of an unreasonable quota overrun, the Service Provider will make a decision, at its sole discretion, to potentially restrict or terminate the Hosting Services provided to the Client, with an immediate effect.

   8. The primary and key principle of Hosting, requested to be complied with by the Service Provider (and enforced, if necessary) is Fair Use Policy. Under the Hosting Services provided, if necessary, the Service Provider may decide to restrict the resources available to the Client. An example for such case would be when the Client puts an undue burden or overloads the servers, creating an obstacle in their optimal functioning, or when the Client overburdens the servers' network traffic.

   9. In case of Hosting, the Client has the chance to request for larger dedicated resources from the Service Provider, based on a prior agreement with the Service Provider. In case the Client overloads the Service Provider's servers without a prior agreement with the Service Provider, the Service Provider shall be entitled to take immediate measures to terminate the Client's access to its server resources.

   10. The Client shall do its best to ensure a safe operation of the type of Hosting Services subscribed for.

11. In case of a server attack, or when the data stored on the servers represents a threat to network safety or server safety for whatever reason, the Service Provider shall be entitled to restrict their operation or disconnect them.

12. In case of VPS services, the Client acknowledges and accepts the fact that the Client shall be solely responsible for the services operated by the Client and for their safety (including data safety), and for the VPS network safety. The Client shall be solely responsible for any damage caused by the use of the Client's equipment or services, and shall indemnify the Service Provider for any related claims potentially submitted against the Service Provider.

13. In case the VPS requires an enhanced, beyond average level utilization of the master server capacities, the Service Provider shall be entitled to suggest the application of a higher fee, even in case the VPS use is seemingly within the technical parameters. In case of an overload, the Service Provider shall be entitled to restrict or disconnect the VPS, or to terminate the agreement with an immediate effect.

14. The Service Provider states that the guaranteed annual level of availability is 95%. In case of a downtime exceeding 5%, due to reasons the Service Provider is accountable for, and which is evidenced, and which does not fall under the scope of Force Majeure events (described under the General Rules) or under generally accepted failures, the Client shall not be obliged to pay fee for such downtime, and the corresponding time period shall be added to the subscription period.

15. The Service Provider retains the right to restrict the services provided to the Client with an immediate effect, or to terminate the agreement signed with the Client with an immediate effect, in case the Client uses the services provided by the Service Provider not in alignment with their intended use. A few examples for such case would be primarily the following:

    1. Uploading any illegal data/contents in any form (to the server, database or into email, such as illegal adult material, pornographic, indecent, obscene contents, or messages inciting hatred or violence, or discriminatory remarks based on religious, political or ideological beliefs).

    2. Conducting illegal activities, spamming, a violation of electronic advertising laws, uploading malevolent or unsafe codes or programs on the server, creating a website which generates unreasonably high traffic, uploading or running backdoor, or data phishing codes or programs.

    3. Operating contents or services that violate the Service Provider's economic interests.

    4. Operating contents or services that violate the Service Provider's goodwill or reputation.

    5. Uploading and displaying any data that violates any law.

16. During the time of restriction or suspension imposed by the Service Provider, the Client shall be obliged to keep paying the fee. The Client shall not be entitled to any refund or fee offsetting for the time of such restriction.

17. The Service Provider hereby states that it cannot provide an on-going monitoring of the data and its contents uploaded by the Clients to its servers. The Client shall be responsible to check such data at all times, even in case the data and contents stored at the server have been modified by third parties. The Client acknowledges and accepts the fact that the Client shall take full and sole responsibility for any legal dispute arising in relation to any illegal data storage, data disclosure or data streaming, and that the Service Provider shall have no liability whatsoever for the same.

18. The Service Provider shall create a security backup on the files, data and adjustments stored on its servers, at pre-determined intervals, and shall do its best to protect the Client's data. However, the Service Provider is not able to guarantee full safety of the data stored on its servers. The Service Provider refuses any liability for any potential damage caused by data loss, and hereby warns the Client that it is of critical importance for the Client to regularly save the data stored on the servers, on the Client's own devices.

19. The Service Provider will store the security backups made as it seems fit. Security backups are made maximum one time per day, or less frequently. Such security backups always reflect the status prevailing when saved, and do not reflect the changes made between two backups being made.

20. If requested by the Client, the Service Provider may provide a security backup made at a specified date and available at the Service Provider to the Client, at its sole discretion. Recovery of the data from the security backup and re-uploading them onto the server, shall be the Client's sole responsibility.

21. The Service Provider shall have no responsibility if the Client, or the Client's employees or representatives manage the services provided or made available for use by the Service Provider, in an unprofessional manner, or not in line with the technical or professional requirements.

6. Website Builder Services – Detailed Rules

    1. The Service Provider provides a Website Builder function to its Clients.

    2. The Service Provider only provides a right of use for the Clients to the Website Builder Services, and retains all rights to the Website Builder Services. The underlying software program, with all of its design elements, picture library, components, background applications, promotional and marketing materials, principle of operation and logic, are the property of the Service Provider and are copyright protected. The Client explicitly acknowledges such fact and agrees to be bound by the same.

    3. The use of the services is subject to the Client creating a client account. The Client is able to build, save and publish a website on the internet once the service is ordered, during the subscription period.

    4. The prevailing service prices are published by the Service Provider on its website. The Service Provider retains the right to revise prices, however the revised prices shall not apply to the subscription agreements already in place.

    5. After creating a user account, the Client can try the Website Builder function. However, websites already created but remaining unpublished for a period of over 30 days, due to the fact that the Client failed to subscribe to the services, will be deleted by the Service Provider, and the Service Provider will not make a security backup of the same during this time period.

    6. The Client is renting the Website Builder Services. During the rental period, the Client receives a usage right to the service. The Client can only use the website built or under construction, solely within the Service Provider's system, i.e. it cannot be downloaded from the system, and it shall not be used for any other purposes. An exception to this rule may be when the Service Provider has provided an approval to do so, via a written statement, duly signed by the Service Provider.

    7. The Client shall pay the fees due to the Service Provider for making the services available, not based on the actual use of such services by the Client. The Client shall not be entitled to ask for a refund of the fees paid to the Service Provider, in full or in part, in case the Client uses only part of the services, or uses none of them.

    8. The service fee shall be paid upfront, in all cases. The service or service component ordered will be activated by the Service Provider and made available for use by the Client, once the service fee has been credited on the Service Provider's bank account.

    9. The Service Provider shall be obliged to provide on-going maintenance for the services provided. The Service Provider shall start fixing any potential error occurring within the shortest possible time, or not later than within 72 hours.

    10. If a downtime occurs due to reasons the Service Provider is accountable for, which is evidenced, and which does not fall under the scope of Force Majeure events (described under the General Rules) or under generally accepted failures, the Client shall not be obliged to pay fee for such downtime, and the corresponding time period shall be added to the subscription period.

    11. The Client shall be responsible to check the legal situation of all data, information, file, picture, video, or audio recordings, etc. uploaded by the Client, prior to publishing them, in order to avoid unauthorised publishing. The Client shall be solely and fully liable for any consequences of unauthorised publishing.

    12. The Client shall operate its website, blog or online shop in full compliance with the governing laws, with special attention to the privacy laws and consumer protection laws. The Service Provider will make the

contents required by mandatory disclosure obligations relating to the operation of the modules, components or extra applications used by the Service Provider, available for the Client, within the Website Builder function. The Client shall be obliged to add its own data, and comply with the additional mandatory disclosure obligations defined by law, in relation to the Client's services and products. The Client shall be solely responsible for any damage (material, intellectual, privacy rights, legal liability, etc.) arising out of non-compliance with the laws. The Client explicitly acknowledges and agrees to be bound by this rule.

13. The Service Provider retains the right to restrict the services provided to the Client with an immediate effect, or to terminate the agreement signed with the Client with an immediate effect, in case the Client uses the services provided by the Service Provider not in alignment with their intended use. A few examples for such case would be primarily the following:

    1. Uploading any illegal data/contents in any form (to the server, database or into email, such as illegal adult material, pornographic, indecent, obscene, messages inciting hatred or violence, or discriminatory remarks based on religious, political or ideological beliefs).

    2. Conducting illegal activities, spamming, a violation of electronic advertising laws, uploading malevolent or unsafe codes or programs on the server, creating a website which generates unreasonably high traffic, uploading or running backdoor, or data phishing codes or programs.

    3. Operating contents or services that violate the Service Provider's economic interests.

    4. Operating contents or services that violate the Service Provider's goodwill or reputation.

    5. Uploading and displaying any data that violates any law.

14. During the time of restriction or suspension imposed by the Service Provider, the Client shall be obliged to keep paying the fee. The Client shall not be entitled to any refund or fee offsetting for the time of such restriction.

15. The Service Provider hereby states that it cannot provide an on-going monitoring of the data and its contents uploaded by the Clients to its servers. The Client shall be responsible to check such data at all times, even in case the data and contents stored at the server have been modified by third parties. The Client acknowledges and accepts the fact that the Client shall take full and sole responsibility for any legal dispute arising in relation to any illegal data storage, data disclosure or data streaming.

7. General Rules

    1. The Client shall keep all IDs and codes required for the use of the services confidential. The Client shall be solely responsible for any damage arising out of an unauthorized use of the same.

    2. The Client acknowledges and agrees to the Service Provider to manage and archive all personal and other data provided to the Service Provider during the use of the services, and in case it is absolutely necessary for the use of the services, to transfer the same to a third party, to a so called compliance assistant.

    3. In relation to its data processing, the Service Provider is acting in full alignment and complies with the applicable laws and regulations, as well as the operational, ethical and procedural rules applicable to content provision, as well as the Online Privacy Alliance guidelines: http://www.privacyalliance.org/

    4. The Client shall be obliged to fully warrant that the data required for the use of the services is authentic, and to provide additional data, if requested by the Service Provider. The Service Provider shall be entitled to request the Client to verify the authenticity of the data supplied, any time during the term of the services.

    5. The Client shall be obliged to inform the Service Provider on any change occurring to its data provided when signing the agreement. The Service Provider shall have no liability for a failure to do so by the Client.

6. The Service Provider will only verify the authenticity of the data provided within its online system, as well as compliance of the requests filed with the law and regulations, up to a level reasonably expected from the Service Provider. In case the Service Provider believes that the data supplied is not authentic, the Service Provider shall have the right to terminate the agreement with an immediate effect, without prior notification, or to restrict or terminate the services. The Service Provider shall have no obligation to provide any reasoning in such case.

7. Neither of the Parties shall be entitled to publish or to disclose to any third party the contents of any communication made between the Parties – including any forms of customer service communication – during the term of the agreement, and for a period of 2 years upon its termination. A breach of this obligation constitutes a serious breach of confidentiality, and shall trigger a damage compensation liability at the offending Party. The only exception to this rule shall be official bodies involved in official authority procedures.

8. In case of a Force Majeure event, the Party impacted by such event beyond its own control, shall be exempted from compliance with its contractual obligations. Possible Force Majeure events could be:

   1. Generally accepted, unavoidable Force Majeure events

   2. When the operation of the Service Provider's server equipment is being hampered or restricted by a third party. Such event could be for example a permanent power blackout, which exceeds the capacity of the uninterruptible power supply equipment, or any event impeding or restricting the physical infrastructure required for the provision of the services, any service disruption or restrictions at the internet or telecom services provider, accountable to such provider, or a seizure of the Service Provider's equipment by official authorities, for the purposes of investigation.

9. Force Majeure events, however, shall not exempt the Client from paying the service fees.

10. The Service Provider shall have the right to modify the system's technical parameters any time, or to carry out justified upgrades, in order to improve and retain the quality of the services. In case a downtime is foreseen in addition to the usual annual downtime, the Service Provider shall inform the Client in advance about such expected downtime.

11. The use of the services shall always be subject to the service fee being paid in advance. However, in exceptional cases, the Service Provider may, at its sole discretion, and only in justified cases, issue an invoice to the Client, indicating a specific payment deadline. In case the Client is in delay with paying the service fees as becoming due, over 30 days or more, upon the indicated performance date, the Service Provider shall be entitled to terminate the services. A termination of the services for this reason shall not exempt the Client from paying the service fees due for the services already used prior to the termination date. Further, the Service Provider shall be entitled to charge the prevailing service fees for the time of suspension, and the Client shall be obliged to pay such fees.

12. A service agreement is generally entered into when its form and contents are accepted, approved and signed by both Parties. However, when the Client has provided all data required to enter into an agreement via the Service Provider's online system, via an implicit conduct, and has paid the service fees online (e.g. by credit card) or via bank transfer, it shall be deemed that the form and contents of the agreement have been accepted, approved and signed by the Parties. All cases of a service being performed, after being ordered via the Service Provider's online system, and paid for by the Client online when such order is placed, or via bank transfer, shall qualify as if the Parties entered into an agreement with full force.

13. In case the agreement is for a definite time period, it can only be terminated via ordinary termination if the Client has paid in full all service fees due until the normal expiry date of the agreement. An agreement made for an indefinite time period can be terminated any time, however, in this case, the Service Provider shall be entitled to charge the service fees due until the end of the invoicing period to the Client, and the Service Provider shall not be obliged to provide a refund to the Client for any service fee already paid in advance.

14. The Client shall only be entitled to resell the services provided by the Service Provider to third parties, subject to the Service Provider's written approval.

15. The Service Provider operates a Customer Service to handle Client statements, reporting, complaints, and error reporting.

16. Clients can report an error detected in the services to the Customer Service. All errors reported will be logged and registered by the Service Provider during Customer Service opening hours. When reporting an error, the following information shall be provided by the Client to the Service Provider:

    1. The Client's notification address and phone number

    2. The Client ID/Partner ID of the Client and Service ID, as stated in the Individual Subscription Agreement

    3. A detailed and precise description of what the Client has experienced when detecting the error.

17. After an error has been logged, the Service Provider shall promptly start troubleshooting, and inform the Client about the outcome.

18. The Parties shall try to make a mutual agreement when a complaint is filed about the services.

19. When calculating the guaranteed level of availability, the total annual operating hours and the total annual downtime shall be used, expressed as a percentage. The level of availability is always calculated on a calendar year basis, and not for part of the year.

20. When calculating the target guaranteed level of availability, the Service Provider will use historic statistics. The time elapsed between the error reporting timestamp, and the error fixing timestamp, shall be aggregated to calculate the total downtime (in case of errors for which the Service Provider is accountable). The total number of downtime hours shall equal the total number of hours calculated based on the error reporting logbook.

21. When calculating the guaranteed level of availability, the following shall be disregarded:

    1. Downtime due to a lawful suspension or restriction of the services, or

    2. Regular maintenance works carried out to ensure proper environmental conditions, and requiring a temporary suspension of the services, and

    3. Any downtime for which the Client is accountable, or which is due to a breach of obligation by the Client.

22. For any dispute potentially arising between the Client and the Service Provider, in relation to the subject matter of this Agreement, the Parties agree to start amicable negotiations to settle the case.