

## AltaSoft/Hosting Hero – Universal Terms of Service Agreement

Last Revised: 01.05.2023

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

### 1. OVERVIEW

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between AltaSoft Software Solutions SRL ("AltaSoft") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"). Services Agreements and additional policies apply to certain Services and are in addition to (not in lieu of) this Agreement. In the event of a conflict between the provisions of a Services Agreement and the provisions of this Agreement, the provisions of the applicable Services Agreement shall control.

The terms "we", "us" or "our" shall refer to AltaSoft. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### 2. MODIFICATION OF AGREEMENT, SITE OR SERVICE

AltaSoft may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, AltaSoft may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your shopper account ("Account") information current. AltaSoft assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address. In addition, AltaSoft may terminate Your use of Services for any violation or breach of any of the terms of this Agreement by You. **ALTASOFT RESERVES THE RIGHT TO MODIFY, CHANGE, OR DISCONTINUE ANY ASPECT OF THIS SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION PRICES AND FEES FOR THE SAME, AT ANY TIME.**

### 3. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to individuals or entities ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are

not a person barred from purchasing or receiving the Services found under the laws of the Republic of Romania or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, AltaSoft finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. AltaSoft shall not be liable for any loss or damage resulting from AltaSoft's reliance on any instruction, notice, document or communication reasonably believed by AltaSoft to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, AltaSoft reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

#### 4. YOUR ACCOUNT

In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to AltaSoft that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If AltaSoft has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, AltaSoft reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your customer number/login, password, Payment Method(s) (as defined below), and shopper PIN. For security purposes, AltaSoft recommends that you change your password and shopper PIN at least once every six (6) months for each Account. You must notify AltaSoft immediately of any breach of security or unauthorized use of your Account. AltaSoft will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss AltaSoft or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

#### 5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

Your use of this Site and the Services, including any content you submit, will comply with this Agreement, any applicable Services Agreement or policy that may apply to your Services and all applicable local, state, national and international laws, rules and regulations.

You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

You will not use this Site or the Services in a manner (as determined by AltaSoft in its sole and absolute discretion) that:

Is illegal, or promotes or encourages illegal activity;

Promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM);

Promotes, encourages or engages in terrorism, violence against people, animals, or property;

Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;

Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;

Violates the Fight Online Sex Trafficking Act of 2017 or similar legislation, or promotes or facilitates prostitution and/or sex trafficking;

Infringes on the intellectual property rights of another User or any other person or entity;

Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;

Interferes with the operation of this Site or the Services found at this Site;

Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or

Contains false or deceptive language, or unsubstantiated or comparative claims, regarding AltaSoft or AltaSoft's Services.

You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;

You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by AltaSoft.

You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.

You will not access AltaSoft Content (as defined below) or User Content through any technology or means other than through this Site itself, or as AltaSoft may designate.

You agree to back-up all of your User Content so that you can access and use it when needed. AltaSoft does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.

You will not re-sell or provide the Services for a commercial purpose, including any of AltaSoft's related technologies, without AltaSoft's express prior written consent.

You will not circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any AltaSoft Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the AltaSoft Content or the User Content therein.

You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.

You are aware that AltaSoft may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you may be subject to call recording and hereby consent to the same, subject to any applicable laws and our restrictions and obligations thereunder, including, where permissible, to record the entirety of such calls regardless of whether AltaSoft asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which AltaSoft is a party. Further, by providing your telephone or mobile number, you consent to receive marketing telephone calls from or on behalf of AltaSoft that may be initiated by an automatic telephone dialing system and/or use an artificial or prerecorded voice. You understand that providing consent is not a condition of purchasing any good or service from AltaSoft. Similarly, by providing your mobile number, you consent to receive marketing text messages from or on behalf of AltaSoft that may be sent by an automatic telephone dialing system. You understand that

providing consent is not a condition of purchasing any good or service from AltaSoft. Message and data rates may apply.

Without limiting any of the rights set forth elsewhere in this Agreement, AltaSoft expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to this Site or any Services (including but not limited to the right to cancel or transfer any domain name registration) to any User (i) whose Account or Services were previously terminated or suspended, whether due to breach of this or any other Agreement or any AltaSoft policy, or (ii) who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the Site or Services (as determined by AltaSoft in its sole and absolute discretion).

If your purchase or account activity shows signs of fraud, abuse or suspicious activity, AltaSoft may cancel any service associated with your name, email address or account and close any associated AltaSoft accounts. If AltaSoft, in its sole discretion, determines that any conducted activity is fraudulent, AltaSoft reserves the right to take any necessary legal action and you may be liable for monetary losses to AltaSoft including litigation costs and damages. To contest cancellation of Services or freezing or closure of an account, please contact AltaSoft.

## 6. PROTECTION OF YOUR DATA

AltaSoft offers certain hosted Services available to you that may involve the processing of personal data about you, your customers and/or web users (“Your Data”) in the course of your use of these Services (“Covered Services”). Your Data, for the purpose of this Section, excludes any User Content. AltaSoft’s [Controller to Processor Data Processing Addendum](#) (“DPA”), which is hereby incorporated by reference and applicable to Covered Services, is meant to provide you contractual assurance that we have robust mechanisms to ensure the processing of Your Data, including transfers of Your Data from the European Economic Area to a third country, meets with compliance under applicable data privacy laws.

For the purposes of the Controller to Processor DPA and the Standard Contractual Clauses attached to the DPA (when and as applicable), you (and your applicable affiliates) are considered the Data Controller/Data Exporter, and your acceptance of the Terms of Service governing Covered Services at the time of purchase of any Covered Services will also be treated as your acknowledgement and acceptance of the Controller to Processor DPA and its appendices (including the Standard Contractual Clauses and its appendices, as applicable). If you wish to print, sign and return a physical copy of the Controller to Processor DPA, please send an email request to [privacy@altasoft-solutions.com](mailto:privacy@altasoft-solutions.com).

Covered Services, as defined in this Section and in the DPA, include hosted services that are subject to the terms and conditions of the following Agreements: (1) [Email Marketing Services](#), (2) [Hosting](#), (3) [Online Store/Quick Shopping Cart](#), (4) [Website Builder Services](#), (5) [Workspace Service](#).

## 7. USER CONTENT

Some of the features of this Site or the Services, including those Services that are hosted with AltaSoft, may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice via forum posts, content submitted in connection with a contest, product reviews or recommendations, or photos to be incorporated into a social media event or activity (“[User Submissions](#)”), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, “[User Content](#)”). All content submitted through your Account is considered User Content.

By posting or publishing User Content to this Site or to or via the Services, you represent and warrant to AltaSoft that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

User Submissions. You acknowledge and agree that your User Submissions are entirely voluntary, do not establish a confidential relationship or obligate AltaSoft to treat your User Submissions as confidential or secret, that AltaSoft has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions, and that AltaSoft may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

AltaSoft shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

User Content Other Than User Submissions. By posting or publishing User Content to this Site or through the Services, you authorize AltaSoft to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant AltaSoft a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and AltaSoft (and AltaSoft's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that AltaSoft may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, AltaSoft shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or AltaSoft's (or AltaSoft's affiliates') business(es). If you have a website or other content hosted by AltaSoft, you shall retain all of your ownership or licensed rights in User Content.

## 8. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

## 9. PRODUCT CREDITS

In the event you are provided with a product credit ("Credit"), whether for redemption of the purchase of a specific product or for free with the purchase of another product ("Purchased Product"), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account or by contacting customer service. In the event your Purchased Product includes a free domain name, if you cancel the Purchased Product, the list price for the domain name will be deducted from the refund amount. The list price is the price of the domain name listed on AltaSoft's website and is not subject to any promotion, discount, or other reduction in price. For Credits issued for free with another Purchased Product, you acknowledge and agree that we may swap your Credit for a similar product, in our sole discretion.

## 10. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

AltaSoft generally does not pre-screen User Content (whether posted to a website hosted by AltaSoft or posted to this Site). However, AltaSoft reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. AltaSoft may remove any item of User Content (whether posted to a website hosted by AltaSoft or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by AltaSoft in its sole and absolute discretion), at any time and without prior notice. AltaSoft may also terminate a User's access to this Site or the Services found at this Site if AltaSoft has reason to believe the User is a repeat offender. If AltaSoft terminates your access to this Site or the Services found at this Site, AltaSoft may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

## 11. DISCONTINUED SERVICES; END OF LIFE POLICIES

AltaSoft reserves the right to cease offering or providing any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services at any time, for any or no reason, and without prior notice. Although AltaSoft makes great effort to maximize the lifespan of all its Services and features, functionalities, or aspects of the Services, there are times when a Service or specific feature, functionality, or aspect of a Service that we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, those Services, or the specific feature, functionality, or aspect of that Service, will no longer be supported by AltaSoft, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, AltaSoft will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by AltaSoft in its sole and absolute discretion. AltaSoft may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration. In the event that a feature, functionality, or aspect of any Service we offer has reached or will reach EOL, then we will attempt to notify you thirty or more days in advance of the EOL date. However, if the Service maintains a least reasonably equivalent functionality without such feature, functionality, or aspect, as determined by AltaSoft in its sole and absolute discretion, AltaSoft will not be required to offer a comparable feature or functionality for the Service or a refund.

No Liability. AltaSoft will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the (i) Services or (ii) individual features, functionalities, or aspects of the Services we may offer, provide or facilitate access to.

## 12. BETA SERVICES

From time to time, AltaSoft may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as "Beta Services". If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions:

- (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly;
- (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures;
- (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments;
- (iv) AltaSoft reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time;
- (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases;
- (vi) AltaSoft may limit availability of customer service support time dedicated to support of the Beta Services;

- (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience;
- (viii) You acknowledge and agree that AltaSoft may track your browsing behavior, links clicked, items purchased, your device type, and to collect various data, including analytics, about how you use and interact with our Beta Services;
- (ix) You acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to AltaSoft;
- (x) The Beta Services are provided “as is”, “as available”, and “with all faults”.

You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by AltaSoft. To the fullest extent permitted by law, AltaSoft disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

### 13. FEES AND PAYMENTS

You agree that your Payment Method will be charged by AltaSoft Software Solutions SRL.

#### *(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS*

Payment Due at Time of Order; Non-Refundable. You agree to pay all amounts due for Services at the time you order them. All amounts are non-refundable unless otherwise noted in the [Refund Policy](#).

Price Changes. AltaSoft reserves the right to change its prices and fees at any time, and such changes shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Payment Types. Except as prohibited in any product-specific agreement, you may pay for Services by using any of the following “Payment Methods”:

- (i) valid credit card;
- (ii) “Good As Gold Prepaid Services” (defined below);
- (iii) electronic payment from your personal or business checking account, as appropriate (and as defined below);
- (iv) PayPal;
- (v) International Payment Option (as defined below);
- (vi) via in-store credit balances, if applicable (and as defined below); or
- (vii) any other method you use to pay for Services as determined by AltaSoft in its sole and absolute discretion, each a “Payment Method”.

The “Express Checkout” feature automatically places an order for the applicable Service and charges the default Express Checkout Payment Method for your Account. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method



on file must be kept valid if you have any active Services in your Account. In addition, you agree that the location for the processing of your payments may change for any reason, including the type of Payment Method chosen, the currency selected, or changes or updates made to your Payment Method.

Refunds Issued. You agree that where refunds are issued to your Payment Method, AltaSoft's issuance of a refund receipt is only confirmation that AltaSoft has submitted your refund to the Payment Method charged at the time of the original sale, and that AltaSoft has no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then AltaSoft, in its sole and absolute discretion, reserves the right to issue the refund either

- (i) in the form of an in-store credit;
- (ii) (ii) via issuance of a AltaSoft check, which will be sent to the mailing address on file for your Account; or
- (iii) (iii) in some jurisdictions, as a bank transfer, when the payment processor cannot refund back to the Payment Method. AltaSoft also has the right to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method.

Monthly Billing Date. If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services, unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

Auto-Renewal Terms. Other than as required by applicable law, AltaSoft does not retain hard copies or electronic versions of mandate, standing order or standing instruction forms and/or any signed consents relating to your usage of our automatic renewal services, and we are therefore unable to provide any such document upon request. You may view or change your automatic renewal settings at any time by logging into your AltaSoft account.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, ALL SERVICES ARE OFFERED ON AUTOMATIC RENEWAL UNLESS OTHERWISE SPECIFIED ON THIS SITE. EXCEPT FOR REASONS DESCRIBED BELOW IN THIS SECTION, AUTOMATIC RENEWAL AUTOMATICALLY RENEWS THE APPLICABLE SERVICE UPON EXPIRATION OF THE THEN CURRENT TERM FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD (EXCEPT FOR DOMAIN NAMES WHICH MAY RENEW FOR THE ORIGINAL SERVICE PERIOD). FOR EXAMPLE, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL TYPICALLY BE FOR ONE YEAR. HOWEVER, IN THE EVENT RENEWAL WITH THE PAYMENT METHOD ON FILE FAILS, ALTASOFT MAY ATTEMPT TO RENEW THE APPLICABLE SERVICE FOR A PERIOD LESS THAN THE ORIGINAL SUBSCRIPTION PERIOD TO THE EXTENT NECESSARY FOR THE TRANSACTION TO SUCCEED.

UNLESS YOU DISABLE THE AUTOMATIC RENEWAL OPTION, ALTASOFT WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT OR YOUR DESIGNATED BACKUP PAYMENT METHOD(S) ON FILE WITH ALTASOFT. IN AUTOMATICALLY RENEWING YOUR SERVICES, ALTASOFT WILL FIRST ATTEMPT TO CHARGE THE PAYMENT METHOD ASSOCIATED WITH THE SERVICE(S) IN YOUR ACCOUNT. IN THE EVENT ALTASOFT

CANNOT SUCCESSFULLY CHARGE THIS PAYMENT METHOD, WE WILL ATTEMPT TO CHARGE THE PAYMENT METHOD(S) DESIGNATED AS "BACKUP" IN YOUR ACCOUNT. RENEWALS WILL BE CHARGED AT ALTASOFT'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT MANAGER FROM THIS SITE AND FOLLOW THE STEPS FOUND [HERE](#). IF YOU DO NOT WISH FOR ANY SERVICE TO AUTOMATICALLY RENEW, YOU MAY ELECT TO CANCEL RENEWAL, IN WHICH CASE, YOUR SERVICES WILL TERMINATE UPON EXPIRATION OF THE THEN CURRENT TERM, UNLESS YOU MANUALLY RENEW YOUR SERVICES PRIOR TO THAT DATE. IN OTHER WORDS, SHOULD YOU ELECT TO CANCEL YOUR PRODUCT AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND ALTASOFT SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, ALTASOFT MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, ALTASOFT WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. ALTASOFT MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) CANCELLING PRODUCTS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND ALTASOFT SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason AltaSoft is unable to charge your Payment Method for the full amount owed, or if AltaSoft receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that AltaSoft may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any domain names or Services registered or renewed on your behalf. AltaSoft also reserves the right to charge you reasonable "administrative" fees" for (i) tasks AltaSoft may perform outside the normal scope of its Services, (ii) additional time and/or costs AltaSoft may incur in providing its Services, and/or (iii) your noncompliance with this Agreement (as determined by AltaSoft in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) UDRP actions(s) in connection with your domain name(s) and/or disputes that require accounting or legal services, whether performed by AltaSoft staff or by outside firms retained by AltaSoft; (iii) recouping any and all costs and fees, including the cost of Services, incurred by AltaSoft as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with AltaSoft.

AltaSoft may offer product-level pricing in various currencies. The transaction will be processed in the selected currency and the pricing displayed during the checkout process

will be the actual amount submitted for payment. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charge, which may be added to the final amount that appears on your bank statement or post as a separate amount. Please check with the issuer of your Payment Method for details. In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

**(B) REFUND POLICY**

Products and Services available for refunds are described [here](#) ("Refund Policy").

**(C) GOOD AS GOLD PREPAID SERVICES**

**Service Details.** By using Good As Gold Prepaid Services, you may transfer funds to AltaSoft to fund your Good As Gold Prepaid Services account ("Good As Gold Account"). You may then use your Good As Gold Account to purchase any Services. You may fund your Good As Gold Account by wire transfer.

You acknowledge that funds transferred to your Good As Gold Account will be held by AltaSoft and will not accrue or pay interest for your benefit. To the extent any interest may accrue, you agree that AltaSoft shall be entitled to receive and keep any such amounts to cover costs associated with Good As Gold Prepaid Services.

You agree that all transactions using Good As Gold Prepaid Services will be conducted in EURO.

Your Good As Gold Account must be funded on an initial basis with no less than funds equivalent to €1,000.00 EURO.

All payments must be for the full amount required at purchase.

**Wire Transfer Details.** Wire transfers may be initiated in foreign currency to fund your Good As Gold Account, however the natural currency of the AltaSoft bank account is EURO. Foreign currency wires will be automatically converted and deposited in EURO. Please note that exchange rate fees may apply.

You are responsible for all wire transfer fees, both incoming and outgoing, associated with your Good As Gold Account. Any non-Romanian wire transfers may be subject to fees by your bank, intermediary banks, or AltaSoft's bank, which may reduce the amount of the money received by AltaSoft's bank and subsequently funded into your Good As Gold Account. You hereby expressly authorize AltaSoft (i) to reduce your Good As Gold Account by the amount of wire transfer fees AltaSoft incurs in order to receive your funds; and/or (ii) to charge a twenty-EURO (€20.00) service fee ("Service Fee") in connection with the termination of your Good As Gold Account. All fees are subject to change at any time, and such changes shall be posted online and effective immediately without need for further notice to you.

You can verify the remaining funds in your Good As Gold Account at any time through your Account or the shopping cart. Should you decide to terminate your Good As Gold Account (or should AltaSoft opt to terminate your Good As Gold Account because you have breached an obligation under the Good As Gold Service Agreement), then the balance in your Good As Gold Account will be refunded, net the Service Fee.

Additional funds may be added to your Good As Gold Account at any time.

**Your Use of Good As Gold Prepaid Services.** Use of funds in your Good As Gold Account can only be made through the AltaSoft purchase process at AltaSoft's website. Purchases may not be made unless there are sufficient, available funds in your Good As Gold Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

#### *(E) INTERNATIONAL PAYMENT OPTIONS*

AltaSoft offers a variety of alternative international payment options through a variety of International Payment Providers (“IPP”). In the event you select an IPP, you represent that you have already agreed to any and all of the IPP’s applicable customer service agreements in advance of completing your transaction at AltaSoft. You also agree to allow the IPP to debit the full amount of your purchase from the selected account or payment method, collectively “Funding Sources”. In addition, you agree to allow the selected IPP to debit, if applicable, an “Exchange Rate Conversion Fee”, as well as any other fees or charges applicable to your agreement with the IPP (collectively, the “IPP Fees”), from your Funding Sources. You understand and agree that IPP Fees are subject to change at any time by the IPP without notice to you by AltaSoft.

It is your responsibility to keep your Funding Sources current and funded. You agree that (i) the IPP or AltaSoft reserve the right to decline a transaction for any reason and (ii) neither the IPP nor AltaSoft shall be liable to you or any third party regarding the same. You acknowledge that AltaSoft will not attempt to fulfill the Services purchased by you until AltaSoft receives confirmation of payment from the IPP through its associated payment processor. You acknowledge there may be a gap of several hours or days between the time you place an order and the time the IPP confirms payment through its associated payment processor. If AltaSoft does not receive confirmation of payment from the IPP through its associated payment processor within thirty (30) days from when the order is placed, your order may be cancelled, at which time you will need to commence the purchase process again. In the event that you would like to cancel payment for a pending transaction, you may cancel the order through your AltaSoft account. Payments received on previously cancelled orders will be automatically refunded to the original Payment Method when possible.

If, at the time AltaSoft receives confirmation of payment from the IPP (through its associated payment processor), either (i) the Services (including domain names) are no longer available for purchase; or (ii) a pending order has been cancelled in our systems; or (iii) the confirmation of payment does not match the EURO amount of the pending order, and as a result your purchase is either over-funded or under-funded, AltaSoft may automatically issue a partial refund (in the case of over-funding) or a full refund (in the case of under-funding) to your Funding Source. If the IPP (or its associated payment processor) imposes refund limitations of any kind, AltaSoft reserves the right to issue refunds to an in-store credit balance or as a bank transfer, when the payment processor cannot refund back to the Payment Method. If you receive a full refund, you will need to begin the purchase process again. You agree that the IPP reserves the right not to refund IPP Fees associated with a refunded transaction. Accordingly, any refunds issued by AltaSoft will be net of the IPP Fees unless otherwise specified.

#### *(F) IN-STORE CREDIT BALANCES*

In the event that your Account contains an in-store credit balance: (1) you may apply any available credit balance to any future purchase in your Account; and (2) you authorize AltaSoft to apply any available credit balance to any upcoming product renewals, outstanding administrative fees, chargebacks, or other fees related to your Account, including partial payments. Regardless of the amount of in-store credit available in your account, AltaSoft is not responsible for the loss of products resulting from an inability to collect funds from your Payment Methods or the in-store credit. In-store credits will be applied based on the currency selected in the shopping cart at the time of purchase (or renewal). If you have more than one in-store credit, then the credits will be processed according to the age of the credit, with the oldest in-store credit being applied first. If additional funds are required to complete the purchase or renewal, credits held in a non-selected currency will be converted using AltaSoft’s daily exchange rate based on the age of the credit (oldest to newest) until (i) enough funds are allocated to complete the transaction,

or (ii) there is no available balance left in your account. You understand and agree that at the time of conversion, AltaSoft may also impose an additional administrative fee.

You can verify your available in-store credit balance at any time through your Account on the AltaSoft website. You acknowledge that in-store credit balances are non-transferable, may only be used in the Account in which they were acquired and may expire. Complimentary in-store credits will expire two years after issuance or within any other time period AltaSoft may specify in your Account. In the event that AltaSoft terminates your Account, you acknowledge and agree that any remaining available in-store credit balance will be forfeited.

You also acknowledge that funds available in your in-store credit balance will be held by AltaSoft and will not accrue or pay interest for your behalf. To the extent any interest may accrue, you agree that AltaSoft is entitled to receive and keep any such amounts to cover costs associated with supporting the in-store credit balance functionality.

#### *(G) EXPIRED DOMAIN NAME PURCHASES*

For expired domain names purchased through your account, you agree that you are responsible for payment within forty-eight (48) hours of auction close for the successful bid amount plus the one (1) year renewal or transfer fee (from the end of the domain name's previous registration period), plus ICANN fee, if applicable, or any valid payment method associated with the account, will be charged on the third day following the auction close. If we are unable to collect payment, you may lose the rights to purchase the domain name.

## **14. ADDITIONAL RESERVATIONS OF RIGHTS**

AltaSoft expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by AltaSoft in its sole and absolute discretion), including but not limited to the following:

- (i) to correct mistakes made by AltaSoft in offering or delivering any Services (including any domain name registration)
- (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry or registrar
- (iii) to assist with our fraud and abuse detection and prevention efforts
- (iv) to comply with court orders against you and/or your domain name or website and applicable local, state, national and international laws, rules and regulations
- (v) to comply with requests of law enforcement, including subpoena requests
- (vi) to comply with any dispute resolution process
- (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit
- (viii) to avoid any civil or criminal liability on the part of AltaSoft, its officers, directors, employees and agents, as well as AltaSoft's affiliates, including, but not limited to, instances where you have sued or threatened to sue AltaSoft, or
- (ix) to respond to an excessive amount of complaints related in any way to your Account, domain name(s), or content on your website that could result in damage to AltaSoft's business, operations, reputation or shareholders.

AltaSoft expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

AltaSoft expressly reserves the right to terminate, without notice to you, any and all Services where, in AltaSoft's sole discretion, you are harassing or threatening AltaSoft and/or any of AltaSoft's employees.

AltaSoft Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("AltaSoft Content"), are owned by or licensed to AltaSoft in perpetuity, and are subject to copyright, trademark, and/or patent protection in the Republic of Romania and foreign countries, and other intellectual property rights under Romanian and foreign laws. AltaSoft Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of AltaSoft. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. AltaSoft reserves all rights not expressly granted in and to the AltaSoft Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

#### 15. NO SPAM; LIQUID DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

Email Messages

Newsgroup postings

Windows system messages

Pop-up messages (aka "adware" or "spyware" messages)

Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)

Online chat room advertisements

Guestbook or Website Forum postings

Facsimile Solicitations

Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the account, products, or services in question are being used in association with spam, we may re-direct, suspend, or cancel any account, web site hosting, domain registration, email boxes, or other applicable products or services. In such event, at our election, we may require you to respond by email to us stating that you will cease to send spam and/or have spam sent on your behalf and to require a non-refundable reactivation fee to be paid before the site, email boxes, and/or services are reactivated.

We encourage all customers and recipients of email generated from our products and services to report suspected spam. Suspected abuse can be reported by email or through our Spam Abuse Complaint Center on the Web. Web: [report\\_abuse](#).

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of € 1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

## 16. TRADEMARK AND/OR COPYRIGHT CLAIMS

AltaSoft supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please refer to AltaSoft's Trademark and/or Copyright Infringement Policy referenced above and available [here](#).

## 17. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by AltaSoft. AltaSoft assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, AltaSoft does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release AltaSoft from any and all liability arising from your use of any third-party website. Accordingly, AltaSoft encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

## 18. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". ALTASOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED

WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALTASOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND ALTASOFT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY ALTASOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## 19. LIMITATION OF LIABILITY

IN NO EVENT SHALL ALTASOFT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ALTASOFT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL ALTASOFT'S TOTAL AGGREGATE LIABILITY EXCEED €10,000.00 EURO.



THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

## 20. INDEMNITY

You agree to protect, defend, indemnify and hold harmless AltaSoft and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by AltaSoft directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

## 21. COMPLIANCE WITH LOCAL LAWS

AltaSoft makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

## 22. DISPUTES, BINDING INDIVIDUAL ARBITRATION AND WAIVERS OF CLASS ACTIONS AND CLASS ARBITRATIONS

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE PROVISIONS REQUIRING YOU TO RESOLVE DISPUTES THROUGH INDIVIDUAL ARBITRATION.

(A) *Disputes*. The terms of this Section shall apply to all Disputes between you and AltaSoft, except for disputes governed by the Uniform Domain Name Dispute Resolution Policy referenced above and available [here](#). For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and AltaSoft arising under or relating to any AltaSoft Services or Products, AltaSoft's websites, these Terms, or any other transaction involving you and AltaSoft, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND ALTASOFT AGREE THAT "DISPUTE" AS DEFINED IN THESE TERMS SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR ALTASOFT FOR (I) TRADE SECRET MISAPPROPRIATION, (II) PATENT INFRINGEMENT, (III) COPYRIGHT INFRINGEMENT OR MISUSE, AND (IV) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

(B) *Binding Arbitration*. You and AltaSoft further agree: (i) to arbitrate all Disputes between the parties pursuant to the provisions in these Terms; (ii) these Terms memorialize a

transaction in interstate commerce; (iii) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (iv) this Section shall survive termination of these Terms. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction, as limited by the Limitation of Liability set forth in Section 19 of this Agreement and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

(C) *Small Claims Court.* Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

(D) *Dispute Notice.* In the event of a Dispute, you or AltaSoft must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to AltaSoft must be addressed to: AltaSoft Software Solutions SRL, Bld. Dimitrie Pompeiu 4-6, GlobalWorth Campus A, Et.6 , Cam. 617, 020337 Bucharest, Romania, Attn.: Legal Department (the "AltaSoft Notice Address"). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If AltaSoft and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or AltaSoft may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

(E) **WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.** YOU AND ALTASOFT AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. NEITHER YOU NOR ALTASOFT WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR OTHER PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

(F) *Arbitration Procedure.* If a party elects to commence arbitration, the arbitration will be administered by the Romanian Arbitration Association ("RAA") and governed by the Consumer Arbitration Rules of the RAA ("RAA Rules") in conjunction with the rules set forth in these Terms, except that RAA may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the RAA Rules and the rules set forth in these Terms, the rules set forth in these Terms shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws, as limited by the Limitation of Liability set forth in Section 19 of this Agreement. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to, any claim that all or

any part of these Terms is void or voidable. The arbitrator shall also have exclusive authority to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (i) trade secret misappropriation, (ii) patent infringement, (iii) copyright infringement or misuse, or (iv) trademark infringement or dilution, which are excluded from the definition of “Disputes” as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence (or principal place of business if you are a small business), or in Bucharest, Romania, at your option.

(G) *Initiation of Arbitration Proceeding.* If either you or AltaSoft decide to arbitrate a Dispute, we agree to the following procedure:

- i. Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered.
- ii. Send one copy of the Demand for Arbitration to RAA by mail.
- iii. Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(H) *Hearing Format.* In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by AltaSoft or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AltaSoft is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(I) *Arbitration Fees and Payments.*

- i. Disputes involving €75,000.00 or less. AltaSoft will promptly reimburse your filing fees and pay the RAA’s and arbitrator’s fees and expenses. If you reject AltaSoft’s last written settlement offer made before the arbitrator was appointed (“AltaSoft’s last written offer”), your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than AltaSoft’s last written offer, AltaSoft will: (i) pay the greater of the award or \$1,000.00; (ii) pay your reasonable attorney’s fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and AltaSoft agree on them.
- ii. Disputes involving more than €75,000.00. The RAA rules will govern payment of filing fees and the RAA’s and arbitrator’s fees and expenses.
- iii. Disputes involving any amount. In any arbitration you commence, AltaSoft will seek its RAA or arbitrator’s fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration AltaSoft commences, AltaSoft will pay all filing, RAA, and arbitrator’s fees and expenses. AltaSoft will not seek its attorney’s fees or expenses from you in any arbitration. Fees and expenses are not included in determining the amount in dispute.

(J) *Claims or Disputes Must be Filed Within One Year.* To the extent permitted by law, any claim or dispute to which this Section applies must be filed within one year in small claims or in arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If not filed within one year, the claim or dispute will be permanently barred.

(K) *30-Day Opt-out Period.* IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISION IN THIS DISPUTES SECTION, YOU MUST NOTIFY ALTASOFT BY E-MAILING

LEGALOPTOUT@ALTASOFT-SOLUTIONS.COM WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THESE TERMS (UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW). In the e-mail, you must provide your (a) first name, (b) last name, (c) address, (d) phone number, and (e) account number(s) and state the following: "I wish to opt out of the arbitration provision contained in AltaSoft's Universal Terms of Service Agreement." By providing your information in the method above, you are opting out of the agreement to arbitrate contained in AltaSoft's Universal Terms of Service. Your opt-out request will only be valid if made within thirty (30) days of first accepting the Universal Terms of Service. In the event that you opt-out consistent with the procedure set forth above, all other terms contained herein shall continue to apply, including those related to the applicable governing law and the court(s) in which legal disputes may be brought.

(L) *Amendments to this Section.* Notwithstanding any provision in these Terms to the contrary, you and AltaSoft agree that if AltaSoft makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to AltaSoft's address) in these Terms, AltaSoft will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in these current Terms, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

(M) *Severability.* If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of these Terms.

(N) *Exclusive Venue for Other Controversies.* AltaSoft and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Section (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Bucharest, Romania, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.

### **23. UNCLAIMED PROPERTY; DORMANCY CHARGES**

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) AltaSoft is unable to issue payment to such customer or (ii) AltaSoft issued payment to such customer in the form of a paper check, but the check was never cashed, then AltaSoft shall take ownership of these funds. You acknowledge and agree that in either case (i) or (ii) above, AltaSoft may withhold a dormancy charge in an amount equal to the lesser of €25.00 or the total outstanding account balance associated with such customer.

### **24. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

## 25. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 26. U.S. and EUROPEAN EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control (“OFAC”), State Department, and other United States authorities (collectively, “U.S. Export Laws”) and the European Union. Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. and European Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. and European Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States or the European Union has embargoed trade; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. and European Union Export Laws (including “anti-boycott”, “deemed export” and “deemed re-export” regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. and European Union Export Laws. If such laws conflict with U.S. and European Union Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

## 27. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

## 28. ENGLISH LANGUAGE CONTROLS

This Agreement, along with all policies and the applicable product agreements identified above and incorporated herein by reference (collectively, the “Agreement”), is executed in the English language. To the extent any translation is provided to you, it is provided for convenience purposes only, and in the event of any conflict between the English and translated version, where permitted by law, the English version will control and prevail. Where the translated version is required to be provided to you and is to be considered binding by law (i) both language versions shall have equal validity, (ii) each party acknowledges that it has reviewed both language versions and that they are substantially the same in all material respects, and (iii) in the event of any discrepancy between these two versions, the translated version may prevail, provided that the intent of the Parties has been fully taken into consideration.

## 29. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

AltaSoft Software Solutions SRL  
Bld. Dimitrie Pompeiu No. 4-6  
Globalworth Campus A  
Et. 6, Cam. 617  
020337 Bucharest  
Romania