

MyCODEHost LLC

Master Service Agreement

This Master Service Agreement (this “**Agreement**”) contains the terms and conditions that govern your access to and use of the Services (as defined below) and is an agreement between MyCODEHost LLC, LLC principally based in the State of Florida (“**MyCODEHost LLC,**” “**we,**” “**us,**” or “**our**”) and you or the entity you represent (“**you**”, the “**client**”).

This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Services available at our Website www.mycodehost.com (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

You acknowledge that you have read, understand and agree to be bound by all of the terms and conditions contained in this Agreement, as well as all other applicable rules or policies, terms and conditions, or service agreements that are or may be established by MyCODEHost LLC from time to time and are incorporated herein by reference.

1. Definitions

- a) “Content” means all information, data, text, sound, pictures, graphics, video, messages, advertisements, or other materials hosted on MyCODEHost LLC servers;
- b) “Current Date” means the date on which any services are hired at MyCODEHost LLC by the Client including the date which in some cases may have been recorded in our database as the date of registration for services.
- c) “Client Control Panel” refers to the set of Web-based interfaces provided by MyCODEHost LLC and its Service Providers to the Client which allows him to manage Services.
- d) “Due Date” shall mean expiry of a period of fifteen (15) days from the date of an invoice raised by MyCODEHost LLC;
- e) “Information” includes but not limited to: data, message, text, images, sound, voice, codes, computer programs, software and databases.
- f) “Order” refers to a MyCODEHost LLC Product ordered/purchased by the Client having a unique Order ID assigned to it.
- g) “Packages” means customized hosting packages made available either under Shared, Cloud or Dedicated server.
- h) “Products/Services” refer to the Web-based products/services made available by MyCODEHost LLC, including but not limited to, Domain Name Registration, Website Hosting, Website Development Services and Email Services.
- i) “Proprietary or Confidential Information” shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information;
- j) “Registration data” refers to the information provided in the Client registration form and any other information provided later;
- k) “Initial Term” shall mean the period specified on the Order, starting from the Service Commencement Date.

l) "Renewal Term" shall mean rolling periods of the same length as the Initial Term which shall automatically commence after the expiry of the Initial Term (or as the case may be a Renewal Term) unless notice is given by either Party in the manner described in this Agreement to stop the Services, at least thirty (30) days prior to expiry of Initial Term (or as the case may be a Renewal Term).

m) "Sensitive Information" or personal data of a person means such personal information which consists of information relating to password, financial information, etc as defined under Information Technology Act and Rules thereunder;

n) "Service Commencement Date" shall mean the date of acceptance by MyCODEHost LLC of the first purchase order issued by Client under this Agreement.

o) "Services" shall mean (i) services such as the hosting services, provision of servers and other devices and other services, and (ii) Supplemental Services, in all situations as set out in the written purchase order(s) raised by the Client on MyCODEHost LLC and accepted by MyCODEHost LLC.

p) "Supplemental Services" shall mean services which are requested for in writing by the Client other than those already agreed to be provided by MyCODEHost LLC, as set out in the written purchase order(s) raised by the Client on MyCODEHost LLC and accepted by MyCODEHost LLC.

q) "Site" and "website" refers to the www.mycodehost.com

r) "Term" means the Initial Term and any Renewal Term may be referred to collectively in this Agreement.

s) "Terms" and "User Agreement" refers to the Master's Service Agreement contained herein below;

2. Agreement

You agree that, by completing the purchase / registration process online or by availing of any products or services at MyCODEHost LLC and thereby accepting terms and conditions, you will be bound by the following Agreement. Further, that this agreement will be read together with the purchase order(s) for the service issued by the Client and accepted by MyCODEHost LLC. We intend this to be the legal equivalent of your signature on a written contract, and equally binding.

You further agree that:

a) You warrant that you as a Client has independently evaluated the desirability of the Services and you are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.

b) The term of this Agreement for renewable services shall be the Initial Term specified in the Order, beginning from the Effective Date and will automatically renew for successive Renewal Term. The Term shall continue until the earlier to occur of the following:

- 1) The Agreement is terminated as provided under Termination clause; and
- 2) The Client elects not to renew at the end of the Initial Term or any Renewal Term.

3. Modifications

a) We reserve the right to modify this Agreement at any time by posting a new agreement on our site, you should always review them prior to using the Site.

b) In case, any modification to the agreement is unacceptable to you, your only recourse will be to terminate this agreement. In case you continue to access any of our services after that time you will be deemed to have accepted such modification(s).

c) Further, we reserve the right to change or discontinue sale of specific products or services or revise its prices, from time to time, which will be posted on the website.

4. Services

a) The Client shall raise purchase order online on MyCODEHost LLC for provision of Services. Subject to Subsection 4(c) herein below. MyCODEHost LLC agrees to provide Services, as set out in the purchase Orders issued by Client, from the Service Commencement Date till the end of the Initial Term, in accordance with the terms of this Agreement.

b) MyCODEHost LLC may also provide Supplemental Services as and when requested for by the Client and accepted by MyCODEHost LLC. Fees for such Supplemental Services may be fixed and mutually agreed between the Parties in advance.

c) MyCODEHost LLC shall be entitled to refuse to accept purchase orders (i) that are not in accordance with this Agreement, or (ii) that are issued for services not offered by MyCODEHost LLC (c) that contain terms and conditions or prices that are contrary to the understanding of the Parties or (d) at its sole discretion.

5. Initial Term

a) The Initial Term for the Services shall commence on the Service Commencement Date. Client acknowledges and accepts that the provision of Services (except for Web Development Services) by MyCODEHost LLC shall be subject to a minimum service period of 3 months from the Service Commencement Date ("Minimum Service Period").

b) The Client shall not be entitled to terminate this Agreement during the Minimum Service Period for any reasons whatsoever except for the sole reason as specified in this agreement. Notwithstanding anything contained herein, if the Client terminates this Agreement before the expiry of Minimum Service Period, then the Client undertakes and agrees to pay MyCODEHost LLC, on or before the effective date of termination of this Agreement, an early termination compensation of an amount equivalent to the fee payable for the balance period of the Minimum Service Period, calculated from the effective date of termination of this Agreement.

c) Except for Web Development Services, on expiration of the Initial Term, the Renewal Term shall automatically commence upon the same terms and conditions mentioned in this Agreement, as may be amended as on date.

d) In the event a Party does not wish to extend/renew this Agreement after the expiry of the Initial Term or as the case may be a Renewal Term, that Party shall send a written notice of at least thirty (30) days prior to the expiry of the Initial Term or the Renewal Term as the case may be, to the other Party. Upon receipt of such notice by the other Party and expiry of the Initial Term or a Renewal Term (as the case may be), the Agreement shall be deemed to have expired.

6. Changes:

a) If the Client makes requests for any change in the Services, and such change results in increased cost of any nature to MyCODEHost LLC, or will require additional time for performance of MyCODEHost LLC's obligations, or if MyCODEHost LLC is otherwise adversely affected by such change, the schedule, warranty, price and other terms and conditions of the purchase order and Agreement may be equitably adjusted by agreement of the Parties. In no event shall MyCODEHost LLC be obligated to proceed with any change unless the foregoing adjustments have been agreed upon in writing by the Parties.

b) Notwithstanding the above, at any time and with prior consent of the Client in case of material changes, MyCODEHost LLC reserves the right to make changes in design, construction, arrangement and provision of the Services; provided such changes do not result in any increase in the price or time for performance or alter any performance guarantees or warranty obligations set forth herein. Client shall not unreasonably withhold its consent in case of material changes.

7. Available Services

The following more applies to specific services, offered by MyCODEHost LLC:

7.1 Website Hosting

a) MyCODEHost LLC aims to achieve 99% service availability of its Hosting Services for all Clients.

b) Clients are advised to maintain their own data backups on their home computers to ensure that they have ready access to their data, as a precautionary measure in case of any server breakdown. However, such cases are rarely happening, but cannot be avoided sometimes. This is why we recommend all our clients to take regular backups for all their important data.

c) Upgrades and other changes in MyCODEHost LLC's network, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Client's hosted content and/or applications. MyCODEHost LLC reserves the right to change its network in its commercially reasonable discretion, and MyCODEHost LLC shall not be liable for any resulting harm to Client.

d) The Client, or its contractors, employees, directors, officers, representatives, agents and affiliates, either directly or indirectly, shall not use or permit use of the Hosting Order, in violation of this Agreement, and for any of the activities described below -

- 1) As a backup/storage device.
- 2) For any unacceptable or inappropriate material as determined by Parent in its sole discretion, including but not limited to Topsites, IRC Scripts/Bots, Proxy Scripts/Anonymizers, Pirated Software/Warez, Image Hosting Scripts, AutoSurf/PTC/PTS/PPC sites, IP Scanners, Bruteforce Programs/Scripts/Applications, Mail Bombers/Spam Scripts, Banner-Ad services, File Dump/Mirror Scripts, Commercial Audio Streaming, Escrow/Bank Debentures, Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme), Sale of any controlled substance without prior proof of appropriate permit(s), Lottery Sites, MUDs/RPGs/PPBGs, Hateful/Racist/Harassment oriented sites, Hacker focused sites/archives/programs, Sites promoting illegal activities, Forums and/or websites that distribute or link to warez/pirated/illegal content, Bank Debentures/Bank Debenture Trading Programs, Fraudulent Sites etc.
- 3) Use over 50% of system resources, including but not limited to Memory, CPU, Disk, Network, and Bandwidth capacity, for longer than 90 seconds in any consecutive 6 hour period.
- 4) Execute long-running, stand-alone, unattended server-side processes, bots or daemons.
- 5) Run any type of web spiders or indexers.
- 6) Run, host, or store any P2P client, tracker, software, server, files, content or application, including bittorrent.
- 7) Participate in any P2P or file-sharing networks.
- 8) Run any gaming servers.
- 9) Constantly create and delete large numbers of files on a regular basis, or cause file system damage.

- 10) Divide Multi-Domain Hosting Orders into smaller packages to resell. Multi-Domain Hosting Orders may be used by only one company/Client to host multiple domain names/websites.
- 11) Store a large number of media files (audio, video, etc.), wherein the limit is at our sole discretion.
- 12) Use the email service for sending or receiving unsolicited emails.
- 13) Use the email service for sending or receiving emails through automated scripts hosted on your website. Upon detection of such mails going through the regular mailing system, such mails will get classified as spam even though the recipient might have opted in for receiving such mails. This would lead to immediate cessation of mail sending capabilities for the user or the domain name. Frequent violation would lead to permanent suspension of the domain name.
- 14) Sending mails to invalid recipient email addresses. On receipt of too many bounce back messages due to invalid recipient email addresses, the user sending such mails would get blocked. Frequent violation would lead to permanent suspension of the domain name.
- 15) Send emails with malicious content. Such emails could be emanating from user(s) whose machine(s) are infected with a virus or malware and such activity could be happening without the user(s) knowledge or user(s) could be unknowingly sending out emails whose receivers may deem them as unsolicited.

e) You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

f) Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.

7.2 Domain Names and Registration

a) MyCODEHost LLC is not a domain registrar but an Enom reseller.

b) All Clients who purchase a domain or transfer a domain to us are bound by some additional terms and conditions as provided during Domain Registration process. Domain purchases as well as domain transfers are billed at different prices as may be applicable to respective extensions. You will receive notice from MyCODEHost LLC, once your domain is registered or comes up for renewal. If you do not renew your domain by the expiration date you run the risk of losing your domain.

c) If you have registered a Domain name at MyCODEHost LLC with a hosting package and later choose to cancel your hosting plan with MyCODEHost LLC or fail to pay your renewal, we will not be renewing your domain past the cancellation date of your hosting plan. We are not responsible for domains that expire if you no longer have an active hosting plan. Furthermore,

d) You are required to provide correct and maintain up-to-date registrant information for the registered Domain Names, which is also made available as WHO-IS information under ICANN policy. Providing any false WHOIS information can lead to suspension and later cancellation of Domain Registration, as per the ICANN rules.

e) Clients have the option though to choose Privacy Protect option and hide the WHOIS information, with some specific details made available by privacy services. Note, this feature is available for specific TLDs only like .Com, .Net, .Org etc.

f) Once a Domain Name is ordered for registration online at MyCODEHost LLC and the time taken for the payment to be credited at our end, the Domain remains available to public for registration globally. Therefore, we suggest you to select an online payment method through a secured payment gateway, for the purchase order to be completed as quickly as possible.

g) Once a Domain Name goes into the Deletion process, after its expiration, MyCODEHost LLC makes no guarantee about the number of days, after deletion of an Order, after which the same Domain will once again become available for purchase. This is governed by respective Domain Deletion Cycle policies, as may be applicable to different Domain Name extensions.

7.3 Other Services

Other services we offer include: Website Design, Website Development, Managed Backups, Managed System Administration and Email Services, which would be subject to the following additional terms:

a) The charges for these services would depend upon the nature of the work and effort required. An estimate is made available to the Client on knowing of exact requirements, which can be a specific fixed amount or we can also provide you with services on per hour basis.

b) The charges are to be paid as per the schedule made available to you, as the time of entering into the agreement for the required service, which includes an up to 50% partial payment of the total invoiced amount settled for the work to begin. Thereafter, you are required to settle the remaining balance before the completed product becomes available at your end or for public viewing.

c) Please note, advance payments are nonrefundable once the project has started or is in progress.

8. Pricing, Refunds and Renewals

The various Products and Services rendered through MyCODEHost LLC, are subject to prices as indicated against them on respective product/service pages or purchase order. Furthermore, the following applies to you, as a Client:

a) The Client shall pay all applicable fees/advances as per the Payment Terms and Conditions set out along with respective products and services. Please note, the payments are to be paid in advance for renewable services such as Domain Names, Website Hosting, etc.

b) MyCODEHost LLC offers a thirty (30) day money-back guarantee for MyCODEHost LLC's Shared Hosting, Cloud Hosting and Dedicated Servers as well. If you are not completely satisfied with these hosting services and you terminate your account within thirty (30) days of signing up for the Services, you will be given a full refund of the unused and prorated amount paid for hosting. This money-back guarantee only applies to fees paid for hosting services and does not apply to administrative fees, install fees for custom software or other setup fees, or to any fees for any other additional services.

c) Accounts cancelled/terminated by MyCODEHost LLC do not qualify for the 30 day money back guarantee. This includes accounts suspended for TOS violations, in which the Client decides not to fix the violation. Please note, only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund; the aforementioned applies to if you have opened a second account with us.

d) MyCODEHost LLC will, subject to the above, charge a non-refundable fee for an Order unless stated otherwise in any Specific Product/Service Agreement. The applicable fees will

be displayed in the Client Control Panel or on the MyCODEHost LLC Website and during the Ordering Process.

e) MyCODEHost LLC has the right to revise this pricing at any time. Any such revision or change will be binding and effective immediately on posting of the revision in the Client Control Panel or on the MyCODEHost LLC Website or on notification to the Client via email to the Client.

f) The Client acknowledges that it is the Client's responsibility to keep records and maintain reminders regarding the expiry of any Order. Though as per policy, we do issue reminders to the Client of any expiring Orders in advance, via an email message sent to the contact information associated with the Client in our database.

g) You agree that until and unless you notify MyCODEHost LLC of your desire to cancel any or all services received, those services will be billed on a recurring basis. MyCODEHost LLC reserves the right to change the monthly payment amount and any other charges at any time.

h) You agree that after expiration of the term of an Order, you will have no rights on such Order, or any information associated with such Order, and that ownership of such Order now passes on to MyCODEHost LLC. MyCODEHost LLC and Service Providers may make any modifications to said Order or any information associated with said Order and may choose to monetize such requests in any fashion at their sole discretion. Furthermore, MyCODEHost LLC may choose to delete or transfer said Order at any time after expiry upon their sole discretion. You acknowledge that MyCODEHost LLC and/or Service Providers shall not be liable to Client or any third party for any action performed under this clause.

i) MyCODEHost LLC at its sole discretion may allow the renewal of the Order after Order expiry, and such renewal term will start as on the date of expiry of the Order, unless otherwise specified. Such process may be charged separately. Such renewal after the expiry of the Order may not result in exact reinstatement of the Order in the same form as it was prior to expiry.

j) All invoices must be paid within seven (7) days of the invoice creation date. Any invoice that is overdue for more than seven (7) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, MyCODEHost LLC may suspend or terminate your account and pursue the interest thereon, collection costs incurred by MyCODEHost LLC, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. MyCODEHost LLC will not activate new orders or activate new packages for Clients who have an outstanding balance on their account.

k) Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. If you make a late payment, we do not automatically reactivate the dedicated servers. Contact MyCODEHost LLC directly after you make a late payment to reactivate the dedicated server.

l) You have thirty (30) days to dispute any charge or payment processed by MyCODEHost LLC. If you have any questions concerning a charge on your account, please contact us for assistance.

m) Furthermore, please note that all dedicated and cloud machines provisioned as a service to you by MyCODEHost LLC are subject to a 12 month contract. Upon completing your first 30 days of service with one of the aforementioned products; you have knowingly accepted this binding contractual agreement and understand in order to cancel the specified contract upon its renewal, you will need to provide written notice 30 days prior to the contract's renewal date.

9. Suspension of Services

9.1 Temporary Suspension of Services Without Prior Notice:

a) The Client agrees and accepts that MyCODEHost LLC shall be entitled to suspend Services without prior notice in circumstances such as:

- 1) MyCODEHost LLC or Service Provider's data center's being affected by viruses/malware;
- 2) "Network flooding" or "DDOS" attacks at MyCODEHost LLC premises;
- 3) Faulty hardware at MyCODEHost LLC's or Service Provider's data center;
- 4) Services being used by the Client in violation of the terms and conditions mentioned in the AUP or this Agreement;
- 5) To protect the servers maintained by MyCODEHost LLC in the event of a threat of breakdown or where there is a valid reason to believe that not suspending the Services would cause loss to the other Clients of MyCODEHost LLC;
- 6) In cases where suspension is required by law; and
- 7) In such other circumstances as MyCODEHost LLC may reasonably determine.

b) MyCODEHost LLC shall inform Client as soon as possible of such suspension.

c) Subject to Clause 8.1 above, the Client agrees that the Services may be suspended by giving at least Seven (7) days prior notice, with an opportunity for Client to remedy a situation under circumstances such as the following:

- 1) MyCODEHost LLC has reason to believe that Services are being used by the Client in violation of the terms and conditions mentioned in the Agreement.
- 2) MyCODEHost LLC believes that the Services provided by MyCODEHost LLC to Client are being used by non-authorized persons without the consent of MyCODEHost LLC;
- 3) In situations where there is no cooperation from the Client during investigation of suspected violation of the Agreement; and
- 4) In such other circumstances as MyCODEHost LLC may reasonably determine.

d) Without prejudice to MyCODEHost LLC's rights of termination clause, if the Client fails to fulfill its payment obligations, MyCODEHost LLC may at its discretion (i) suspend performance of Services, or (ii) continue performance of Services if MyCODEHost LLC deems such continuance to be appropriate.

e) In the event, suspension of Services is required:

- 1) other than as provided in clauses above, and
- 2) as a result of MyCODEHost LLC being unable to provide Services due to reasons not attributable to Client.

f) The Client agrees and acknowledges that in the event of suspension of Services for the reasons as specified in Clauses above, Client shall be responsible for all fees and charges for the Services incurred through the date of suspension. Client understands that MyCODEHost LLC's aforesaid right to suspend is in addition to its right to terminate under this Agreement.

g) In the event suspension of Services is for the reasons specified in 9(e), MyCODEHost LLC will not guarantee and will not be responsible/liable for availability of the data and files of the Client after such suspension. MyCODEHost LLC shall not be held liable for any loss of data, content or files of the Client upon such suspension.

10. Retention & Backup Policy

a) The system logs of the servers hosting the client data and applications would be retained as a backup in our server for at least 3 (three) months from the date of its creation.

b) In addition, we may retain such information in our systems but for a limited period, which may help not only in complying with applicable laws but also to make sure that we maintain enough backup of user accounts, which may either be required to be restored to the server in unforeseen circumstances or to make available the information to the enforcement agencies, in case of any specific requests received in accordance with applicable laws.

c) In case of any disaster recovery situations within our network, we will have backup available with us to restore the Data to the main Server.

d) But in case of exceptional circumstances, it cannot be assured that we will always have at all times backup available with us. Further, you as a MyCODEHost LLC user agree that in no case can MyCODEHost LLC be held responsible for loss of data under any circumstances.

11. Client Obligations

a) As a registered Client you are responsible for maintaining the confidentiality of your Registered Account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur due to your use or under your account or Password.

b) Services are available to you only if you provide personal information to MyCODEHost LLC. Consequently, if you choose not to provide us with any required personal information, MyCODEHost LLC will not be able to offer you such Services.

c) Further, you agree:

- 1) To provide true, accurate, current and complete information about yourself in the registration form (such information being the "Registration Data") and regularly maintain and promptly update the Registration and also Domain WHOIS Data to keep it true, accurate, current and complete.
- 2) To use the services only for the purpose that are permitted by the aforesaid Agreement and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.
- 3) That you will be solely responsible for any breach of your obligations under the terms and for the consequence of any such breach, including any loss or damage, which we may suffer as a result and that we cannot be held responsible to you or to any third party.
- 4) That your account and the activity under it are subject to review from time to time by us. On the basis of the internal report, your account or access to any services or products may be blocked or may become subject of deletion if found to be objectionable, obscene or offensive, without any prior notice to you.
- 5) To maintain a backup copy of all content hosted by MyCODEHost LLC notwithstanding any agreement by MyCODEHost LLC to provide any backup services. You'll also need to keep up to date scripts/code for any website(s) or software hosted with MyCODEHost LLC at all times and for any exploits which occur due to your scripts, you will be solely responsible to compensate MyCODEHost LLC.
- 6) You will not solicit passwords or personal identifying information for any purposes from other accounts or try to hack into the server in any manner.
- 7) To grant all rights to us to reveal your identity (or any other related information collected on this service) if required by law or in case of any legal action or complaint arising from any situation caused by your use of our services and/or website. Further, in exercising this right, we may ask you to provide any documentary or other form of evidence supporting the Content you post on the Site. If you fail to produce such evidence, we may, in our sole discretion, terminate your services without notice.

12. Code of Conduct

You further agree not to host, display, upload, modify, publish, transmit, update or share any information that:

- 1) Belongs to another person and to which the user does not have any right to, unless you have written consent from the owner of the copyrighted material;
- 2) Is grossly harmful, harassing, blasphemous defamatory, obscene, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- 3) May harm minors in any way;
- 4) infringes any patent, trademark, copyright or other proprietary rights;
- 5) violates any law for the time said law being enforced by legal authorities of the United States of America;
- 6) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- 7) impersonate another person;
- 8) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

13. Abuse Policy

a) The Services provided to the User by MyCODEHost LLC may only be used for lawful purposes. That is, when you sign up for MyCODEHost LLC, you agree not to use the services to send spam, distribute viruses, or otherwise abuse the Services.

b) Otherwise also transmission, storage, distribution or presentation of any Content in violation of any and all applicable laws is prohibited. In case any violation of either terms or applicable law is discovered, we may suspend the service(s) and immediately initiate an investigation either internally or through any Government Agency, depending upon the circumstances of the case.

c) We may, at any and all times, in our sole and absolute discretion, during such an investigation, restrict your access in order to prevent any further possible unauthorized activity. Depending on the severity of the violation, we may, at our sole discretion, restrict, suspend, or terminate any service(s) and/or pursue other legal remedies.

d) You agree to grant all rights to us to reveal your identity (or any other related information collected on this service) if required by law or in case of any legal action or complaint arising from any situation caused by your use of this site/service. In exercising this right, we may ask you to provide any documentary or other form of evidence supporting the Content you have stored/transmitted through MyCODEHost LLC servers/service. If you fail to produce such evidence, we may, in our sole discretion, block/terminate your access without notice.

e) MyCODEHost LLC may also randomly monitor the user hosting accounts. Any such monitoring is done for evaluation purposes by supervisors and all the information is kept confidential. This is solely done to guarantee the highest level of service and to ensure accurate information is provided in a professional manner and may also help to detect any violations as stated above.

14. Monitoring and Support

a) To ensure users receive the highest possible level of service, MyCODEHost LLC may randomly monitor the client servers, applications and running services. Any such monitoring is done for evaluation purposes by supervisors and all the information is kept confidential. This is solely done to guarantee the highest level of service and to ensure accurate information is provided in a professional manner.

b) You can obtain assistance with any technical difficulty that may arise in connection with your utilization of the MyCODEHost LLC Services by requesting assistance via email at support@mycodehost.com. We reserve the right to establish limitations on the extent of such support, and the hours at which it is available.

c) You are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and for use of the MyCODEHost LLC Services and users shall be responsible for all charges related thereto.

15. Termination

Either Party may terminate this Agreement and/or any Client Product/Service Agreement Extension at any time by:

a) Providing MyCODEHost LLC with thirty (30) days written notice of termination or with or without cause to support@mycodehost.com; however please note that dedicated and cloud based machines will continue to remain the responsibility of the client until the twelve (12) month contractual agreement described in "8. Pricing, Refunds and Renewals" has been met or the account will be subject to collection of the remaining owed balance by internal and/or third party collections agencies. MyCODEHost LLC also retains the right to pursue any uncollected balances by means of arbitration; by utilizing our services you understand and agree that all owed balances must be settled prior to or after requested termination of the services you've purchased from MyCODEHost LLC.

b) With immediate effect, if the other Party is adjudged insolvent or bankrupt, or if proceedings are instituted by or against a Party seeking relief, reorganization or arrangement or compromise or settlement under any laws relating to insolvency, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of a Party's property or assets or the liquidation, dissolution or winding up of a Party's Business.

c) MyCODEHost LLC may Terminate this Agreement and/or any Client Product/Service Agreement Extension by notifying the Client in writing, as of the date specified in such notice of termination under the following circumstances:

- 1) In case of non-compliance with this Agreement and applicable law, MyCODEHost LLC reserves the right to immediately terminate the access or usage rights of the users to the services and also remove non-compliant information.
- 2) In our sole discretion, we may terminate the account/password or use of any or all of the services, for any reason, including, without limitation, for improper use of any Service or if we believe that you are not eligible to avail the Services. We may also in our sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.
- 3) If you had provided any information that is untrue, inaccurate, not current or incomplete at the time of registration, or we have a reasonable ground to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Agreement, we have the right to indefinitely suspend or terminate your services and refuse to provide you with access to the Website.
- 4) You further agree that any termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and email messages and other information relating to you and/or bar any further access to any Service or all of the services, to protect our interest as an Intermediary. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Service.

16. Governing Law

- a) The Terms of Agreement and the relationship between you and us shall be governed by and construed in accordance with the laws of the State of Florida. The Courts within the State of Florida shall have exclusive jurisdiction over any disputes arising under this agreement or other related issue arising out of the use of this site or related services.
- b) Our failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.
- c) If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of the Agreement remain in full force and effect.
- d) The Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Agreement must be filed within one (1) year after such claim or cause of action arose, or be forever barred.
- e) Clients/Visitors who choose to visit these websites from other jurisdictions do so on their own initiative. Those visitors are solely responsible for compliance with all laws, rules, and regulations, union, state, and local or foreign, applicable to the use of this website and information, content, material and services contained herein.

17. Intellectual Property

- a) Subject to the provisions of this Agreement, each Party will continue to independently own his/her/its intellectual property, including all patents, trademarks, trade names, domain names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Any improvements to existing intellectual property will continue to be owned by the Party already holding such intellectual property.
- b) Without limiting the generality of the foregoing, no commercial use rights or any licenses under any patent, patent application, copyright, trademark, know-how, trade secret, or any other intellectual proprietary rights are granted by MyCODEHost LLC to the Client, or by any disclosure of any Confidential Information to the Client under this Agreement.
- c) The Client shall further ensure that by availing of any Services, the Client is not infringing upon any intellectual property rights or other rights of any person or entity, or does not publish any content that is libelous or illegal while using services under this Agreement. Client acknowledges that MyCODEHost LLC cannot and does not check to see whether any services or the use of the services by the Reseller under this Agreement, infringes legal rights of others.
- d) Without limiting the foregoing, copying or reproduction, for redistribution or other purpose, of the web site or any part thereof to any other server or location, including caching of any kind is expressly prohibited.
- e) Unless you have been specifically permitted to do so or have a separate agreement with us, you agree that you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.
- f) In case of any notice received under DMCA or otherwise for Intellectual Property violation. MyCODEHost LLC reserves the right to remove the content with or without issuing any notice to the Client, depending upon the seriousness of the matter.

18. Electronic Communications / Notices

a) Any notice or other communication required or permitted to be delivered to MyCODEHost LLC under this Agreement shall be in writing unless otherwise specified and shall be deemed properly delivered, when sent to our contact address specified in the Client Control Panel or on the Parent Website by registered mail or courier. Any communication shall be deemed to have been validly and effectively given, on the date of receiving such communication, if such date is a Business Day and such delivery was made prior to 18:00 hours local time, and otherwise on the next Business Day.

b) When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. And, by special permissions, you may opt for electronic communication in communicating with us by writing to support@mycodehost.com.

c) Third Party Legal Actions: It is our policy to respond with reasonable promptness to subpoenas and other legal process served on MyCODEHost LLC that seek information, documents or other business records. Third parties wishing to serve such process may do so in writing to the following address: support@mycodehost.com.

19. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, or access to the Service.

20. Entire Agreement

This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

21. No Liability

a) MyCODEHost LLC assumes no responsibility or liability from any loss incurred by any information presented upon the website, services or advise thereof rendered through it. The Clients using the services herein are solely responsible for their actions. As we do not warrant the accuracy, completeness, or usefulness of any information presented therein. The Client expressly agrees that use of the service is at user's sole risk.

b) MyCODEHost LLC shall not be responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay in operation or transmission, communications line failure, interruption or malfunction (including but not limited to any kind of technical aspects), deletion, defect of any information, reports, service stops functioning due to technical problems, certain features not functioning at any point in the web site or any part thereof. Further, you agree that any material and/or data downloaded or otherwise obtained through the use of the service is done at user's own discretion and risk and that user will be solely responsible for any damage to user's computer system or loss of data that results from the download of such material and/or data.

c) MyCODEHost LLC is not liable for any result that may arise from your contact, communication in any form, coordination, relation or transaction; either with advertisers, sponsors, other websites or any resources that may be hyperlinked or any third party, and you are liable for any contract/term that may or shall be established by you, with these third parties, advertisers, sponsors, other websites or resources that may be hyperlinked in the web site or any part thereof.

d) MyCODEHost LLC has no control over other website or resources which are provided by companies or persons and is not liable for any loss or damage which may be incurred by you or by your use of the Service to any third party as a result of the availability of any information contained on site or external sites or resources or any advertisement or hyperlinks, etc. in the web site or any part thereof.

e) We cannot guarantee that the information submitted to, maintained on, or transmitted from our systems will be completely secure and transmission of information over the Internet is susceptible to possible loss, misrouting, interception and misuse.

f) MyCODEHost LLC is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on MyCODEHost LLC servers. MyCODEHost LLC will take full backup of your Shared Hosting Account / Cloud Server/ Dedicated Server on a weekly basis and move it to our centralized backup storage repository on a good faith basis but cannot be held liable in case of any corruption of data during backup and transmission.

g) MyCODEHost LLC takes multiple precaution to prevent abuses from the weak code/scripts uploaded by the Client but if the same is still exploited, MyCODEHost LLC is not responsible for such abuses and we have the right to disable/terminate such accounts/websites, if the malware is not removed from the Client's end.

22. Disclaimer of warranties

a) The service is provided on an "as is" and "as available" basis. MyCODEHost LLC expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

b) Further:

- 1) We make no warranty on any results obtained by the use of the Services
- 2) We make no warranty on accuracy or reliability of any information obtained by the use of the Services
- 3) We make no warranty that the Services will meet your requirements.
- 4) We make no warranty on any technical defects in the website will be corrected.
- 5) We make no warranty that the Services will be persistent, timely, secure, error free.
- 6) We are neither responsible nor liable for any result that arises due to the use of the Services by any user or content posted or transmitted through the site by any user.
- 7) We do not assume any responsibility or liability for any illegal communication or Content posted or transmitted on the Site by any Client, or any third party.

c) All liability, whether civil or criminal arising out of any Content that is hosted or transmitted through the servers (including but not limited to messages / communication of electronic or any other means) will be of that Client / third party who has Hosted such Content or communicated / transmitted such content or information.

23. Limitation of Liability

You expressly understand and agree that MyCODEHost LLC, its subsidiaries and affiliates, shall not be liable to you or any third person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from, arising out of or any way related to:

- 1) The use or the inability to use the Services;
- 2) Any data, information, or services availed or messages received or transactions entered into through or from the Services;
- 3) Unauthorized access to or alteration of your transmissions or data;

- 4) Statements or conduct of any third party on the Services; or
- 5) Any other matter relating to the Services
- 6) The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services.

24. Indemnity

You agree to indemnify and hold us and (as applicable) MyCODEHost LLC, its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your breach of the Agreement or other agreements it incorporates by reference, or your violation of any law or the rights of a third party.