



## Terms and Conditions

The Client acknowledges that the hosting service is being offered by Hosting Stak by **MAKE BS LTD** (hereinafter Hosting Stak) on the internet and then using online methods as described, under the following conditions:

### 1) Conditions

#### 1.1 Introduction

These general conditions have as their object the rules for the hosting service offered by Hosting Stak.

The online transmission to Hosting Stak of the module for the service activation request and payment of the required fee shall constitute full acceptance of the general conditions of this contract, drafted and compiled in compliance with the provisions of the Italian Legislative Decree 206/2005 (Italian Consumer Code) and the Italian Legislative Decree of the 31st January 2007, no. 7 (Urgent measures for the protection of the consumer, the promotion of competition, the development of economic activities and the creation of new companies).

Any additional service other than those provided for in the offer will be performed only after specific request of the Client according to procedures to be determined from time to time.

#### 1.2 Characteristics of the service

The Hosting service consists in the provision of web space. The provision may also include the execution of the practices necessary for the registration of a domain name by the Italian or foreign Registration Authorities and the bandwidth required for the visibility of the site; in this regard, the Client acknowledges and agrees that, being the bandwidth shared between many users, Hosting Stak reserves the right to limit the availability of the bandwidth in case of continuous use of the same or network congestions.

The characteristics of the services are reported in detail at the following links:

Basic Hosting - <https://www.hostingstak.com/it/landing/vps-forex-landing.php>

Professional Hosting – <https://www.Hosting Stak.com/hosting/professional-hosting.php>

Business Hosting – <https://www.Hosting Stak.com/hosting/business-hosting.php>

WPSTAK Wordpress Hosting – <https://www.hostingstak.com/it/landing/hosting-wordpress-landing.php>

Windows VPS - <https://www.hostingstak.com/it/vps/vps-windows.php>

Linux VPS - <https://www.hostingstak.com/it/vps/vps-linux.php>

FOREXSTAK VPS Forex - <https://www.hostingstak.com/it/landing/vps-forex-landing.php>

and other services, thereof the Customer, by accepting these General Terms and Conditions, declare to have read and accepted. The annual prices for these services are reported in the homepage of the website <https://www.hostingstak.com>

It is understood, and that the Client acknowledges and accepts, that the e-mail service provided by Hosting Stak doesn't include the storage of messages stored or passed in the Client mailbox. For this reason, the Client shall take care of the back up the same at its own expense.

### **1.3 Peculiarities of the extensions**

The Client further acknowledges and agrees that:

- the .us domains can be registered exclusively by American citizens; residents in the United States of America or domiciled in that Country; companies registered in the states of the Territory of the United States of America; companies or persons with regular legal business commitments (sale of goods or services or of other commercial and non-commercial companies including not-for-profit relations in the United States of America); legal persons who own offices or other facilities in America;
- .de domains can only be registered by persons who are domiciled in Germany;
- .eu and .com domains can be registered exclusively by natural or legal persons resident or having their headquarters in the European Union;
- for .es domains there is no restriction with regard to persons who intend to request their registration; however, it is not possible to change the domain ownership or make requests for transferring a domain from another maintainer to Hosting Stak.

### **1.4 Additional Services**

The Client will have the option to install one or more applications using the Script Softaculous software directly from its control panel.

The Client further acknowledges and agrees that:

a) the applications put at its disposal by Hosting Stak may not be compatible with other applications already installed by the Client and/or may not be suitable and appropriate for the purposes that it intends to pursue with them; therefore, the Client exempts Hosting Stak from any liability in this regard;

b) the responsibility for the selection, use, and any incompatibility of the applications provided by Hosting Stak shall be and remain responsibility of the sole Client itself, who declares, as of now, to exempt Hosting Stak from any liability in this regard;

c) the updates of the applications chosen by the Client will be communicated via e-mail from Hosting Stak to the Client itself, who shall use the link therein and provide for their installation independently and, therefore, without the Hosting Stak support. It is understood, and thereof the Client acknowledges and agrees, that Hosting Stak shall not be held liable for any failure in communicating the updates of the applications or for any failing and/or incorrect updating of the same by the Client.

d) applications, regardless of the date of their activation, have the same duration of the hosting package purchased;

e) the backup service, that can be used through the Client's own control panel, has the same duration of the hosting package itself; therefore, it expires at the same date;

f) at the expiration of the contract, if there is no renewal, the backup service will be deactivated and the Client will no longer have the possibility to access it. In this case, the Client shall not claim anything as compensation and/or reimbursement for the non-availability and the lack of the use of the backup service. The Client acknowledges and agrees that, even if the use of the backup service reduces the risk of data loss and makes it easier for the Client to have the copy of the same, it is not excluded the possibility that the backup can be incomplete and/or missing, so the Client shall anyway periodically and independently provide for a backup copy of the entire contents published within the hosting space purchased and the database, and shall not claim anything against Hosting Stak as compensation and/or reimbursement.

### **1.5 Rules for the registration/migration of the domain name**

Hosting Stak shall register domain names in strict chronological order of requests received, provided that Hosting Stak also receives the confirmation regarding the payment of the cost of the service, issued by the Authority considered as competent to carry out the operation, and the documentation required by these General Conditions of Contract. It shall be understood that:

- Hosting Stak assumes an obligation regarding means but not results, therefore the registration success is subject to the acceptance by the competent Registration Authorities;
- domain names which appear to be available may not be available in reality, as they are being recorded but they are not yet included in the database of the Authorities,

therefore the Client accepts, as of now, to indemnify Hosting Stak from any liability and/or damages request for such circumstances;

- Hosting Stak is not responsible for and can't under any circumstance take responsibility for the resolution of disputes concerning the assignment of a domain name, as well as concerning any change made by the Authorities to the registration procedures or to the relevant Naming regulations;
- Hosting Stak is not required to know or check the existence of any copyright, trademark etc. on the domain name whose registration or transfer is requested by the Client, which, as of now, indemnifies Hosting Stak from any involvement and/or responsibility in this regard.

## **1.6 Obligations of the Client**

In order for the registration process or domain transfer to be successful, the Client must perform the following procedures:

provide correct and true data and produce the necessary documents, including but not limited to:

- in the case of a registration request for a .it domain, the Client is required to send the Letter of Assumption of Responsibility (LAR) to the "it" ccTLD Register, with data identical to those provided when filling out the online request form; in particular, the Client is required to send the LAR specific to its respective category ( "Natural persons not equipped with VAT" or "Other entities other than natural persons"). For further details and to download the forms, please refer to the page [http://www.nic.it/domini/lettere\\_ar.html](http://www.nic.it/domini/lettere_ar.html);
- in the case of a transfer request of a .it domain, the Client must send the Provider/Maintainer Change Letter to the "it" ccTLD Register, with data identical to those provided when filling out the online request form. For further details and to download the forms, please refer to the page <http://www.nic.it/operazioni/opRegistrante.html>;
- in the case of ownership change request of a .it domain, the Parties (Transferor and Transferee) shall send to the "it" ccTLD Register the edit form of the Registrant signed by both Parties; the new owner shall, also, send a new LAR to the "it" ccTLD Register. For further details and to download the forms, please refer to the page <http://www.nic.it/operazioni/opRegistrante.html>;
- in the case of a domain transfer request with an extension other than ".it", the Client is required to respond to e-mail confirming the transfer that is sent by the competent Registration Authority to the e-mail address given in the information of the administrative contact of the domain. If the Client doesn't remember this e-mail address, it can still get it by searching via the Whois service of the competent Registration Authority on the domain name data.

In the event that the registration or transfer or renewal process is not successful due to reasons not imputable to Hosting Stak (by way of example but not of limitation: because the data supplied by the Client are not accurate or are discrepant from those sent to Hosting Stak, or the Client fails to send the documents required by the competent Authority, or Hosting Stak is not able to charge a service fee since it is not specified in the purpose of the payment), Hosting Stak, in the exclusive interest of the Client, reserves the right to repeat the register or transfer or renewal operation.

Notwithstanding the foregoing, after 12 (twelve) months from the date of payment, if the conditions that caused the blockage of the procedure are unchanged, the procedure itself shall be considered expired and Hosting Stak will withhold the amount of the deposit as reimbursement for the expenses incurred.

After the successful outcome of the aforesaid procedure, the Client will be the legitimate owner of the chosen domain name, and will also hold the sole and exclusive responsibility for its use and its content: the Client, however, will be required to check within 15 days from the date of activation of the web space the accuracy of its data in the Authority database competent for the chosen extension; if, within that period, the Client doesn't raise any objection as to the correctness of its data, these will be deemed correct.

### **1.7 Service with web space and discipline of Backup**

In the event that the Client has purchased a service with web space, the Client acknowledges and agrees:

- a) to be the only person to have access to the security settings of its site;
- b) that its site is hosted, or allocated, on the computer system owned or rented by Hosting Stak;
- c) that the data published on its website in order to spread them on the internet are copies of the original data that are in its possession and under its exclusive control;
- d) that it is its exclusive responsibility to make, at its own expense, the backups of the same.

The backup copies will be available to the Client at anytime, except for possible technical disruptions due to failures, malfunctions or maintenance of the machines and/or software. In this case, the Client shall not claim anything as compensation for the non-use of the backup service.

The Client acknowledges and agrees that, even if the use of the backup service reduces the risk of data loss and makes it easier for the Client to have the copy of the same, it is not excluded the possibility that the backup can be incomplete and/or missing, so the Client shall anyway periodically and independently provide for a backup copy of the entire content of the web space to be stored in a place other than its web space.

The Client further acknowledges and agrees that:

during the web space transfer from one server to another, which may be necessary for any reason, the backup service may not be available for a limited time, which can vary due to technical reasons; in this case, the Client shall not claim anything as compensation for the non-use of the backup service.

### **1.8 Right to unilateral modification by Hosting Stak**

Hosting Stak reserves the right to modify the service and change the conditions of the offer at any time without notice; in this regard, it is understood that the contracts concluded before the modifications or changes will be accepted and respected under the agreed conditions.

The Client acknowledges and agrees that Hosting Stak, saved for the case indicated in the art. 4.1 letter E), reserves the right to periodically change the access codes related to the domain (login and password) and the new data will be sent to the reference email indicated during the order phase.

## **2) Duration of the Contract**

### **2.1 Execution of Contract**

The contract is concluded only when Hosting Stak receives from the Client the service activation request form, filled in and accepted in its entirety with the procedures laid down for the conclusion of contracts online, together with the payment confirmation of the fee for the type of service selected, released by the Authority identified as competent to carry out the operation. Hosting Stak will begin to undertake the operations required by the Client from the date of conclusion of the contract.

The contract thus concluded lasts one year from the date of activation of the service, saved for the provisions under the art. 2.3.

In the event that the payment is not valid, the domain can be disabled by Hosting Stak and/or transferred to another person, and the person who ordered the registration is still bound to pay the fees and the interests for the delay.

### **2.2 Maturity/Renewal of Contract**

At the deadline set for the chosen service, this contract shall cease to be effective, unless it is renewed at least 15 days before the deadline through the payment of the sum due (the charges which will apply at renewal); in this case, the contract will be renewed for an additional annuity, except as provided in the following articles 2.3 and 2.4.

The Client further acknowledges and agrees that:

a) As the expected date of maturity approaches, Hosting Stak reserves the right to send to the reference electronic mailbox and/or to the domain e-mail accounts notices of the coming expiration in case of non-renewal and that

b) after the expiration date Hosting Stak reserves the right to insert in place of the home page the notice "expired domain", except as provided in art. 2.4.

### **2.3 Termination of Contract in case of transfer of the domain**

In the case of domain transfer to another provider/maintainer, the contract will cease its effectiveness at the end of the transfer process; any web space and in any case all the services associated with the domain name will be deactivated and deleted, and any repayments by Hosting Stak to the Client for the non-used period shall be explicitly excluded.

### **2.4 Maintenance of the domain name after the expiration**

The Client acknowledges and accepts that, without renewal (as indicated under art. 2.2), Hosting Stak reserves the right, at its discretion, to renew the domain maintenance for one or more annuities keeping unchanged the registration data present. It is understood that in such a case, however, all the services associated with the domain will be disabled (including but not limited to: hosting, email, any additional services) and in place of the domain home page a web page containing advertisements will be inserted. The Client may request to regain the ownership of the domain and related services, by contacting via email through the link <http://www.hostingstak.com/contact.php> Hosting Stak, which will assess each case individually. Hosting Stak will check that all the conditions to regain the dominion and related services are valid. In this case, the contract will always have the duration selected in the order process, but, in any case, the first year will be equal to the period remaining until the expiration date of the domain by the Registration Authority. In this case, the Client acknowledges and agrees that Hosting Stak doesn't guarantee the conservation of the content of the web space, so the Client indemnifies Hosting Stak, as of now, from all direct and indirect liabilities for the possible partial or total loss of data, information and content allocated, at the time of the contract expiration, on the site corresponding to the domain name in question. However, the Client reserves the right to request the cancellation of the domain name at any time, by sending an explicit written communication to the Hosting Stak address: Hosting Stak by MAKE BS LTD, City of London, 88 Wood Street-10th floor, EC2V 7RS, London, via registered letter with attached copy of an identity document and all documents necessary for the cancellation of the domain by the Registration Authority competent according to the extension selected; in case of .it domains, the Client is required to send such documents directly to the competent Registration Authority.

### **3) Services offered by Hosting Stak**

The Hosting Stak services are delivered in the manner and under the conditions foreseen at the service activation request date as well as published on the website <http://www.hostingstak.com> that the Client, by accepting these general conditions, expressly acknowledges to know and accept.

Any form of explicit or implicit guarantee is expressly excluded, insofar as this doesn't conflict with existing provisions. It should also be noted that neither Hosting Stak nor any of its licensees, employees, contractors or agents guarantee the appropriateness of the service, object of this contract, to any specific function. Hosting Stak or anyone who has participated in the creation and provision of the services in question, can not be held liable for any damage (direct or indirect) associated with the use of the services offered or to the interruption of the working of the same.

#### **4) Obligations of the Client**

##### **4.1 Obligations related to the use of the Service**

The Client commits to use the Service in accordance to what is stated in the Contract and on the website, under the law, the current regulations of morality and public order.

By way of example only, the Client agrees:

a) To ensure that any material which it publishes on Internet, also through the services offered by Hosting Stak, is under its legitimate and complete control, doesn't conflict with mandatory rules, doesn't infringe any copyright, trademark, patent or other third party or Hosting Stak rights protected by law or by contract. Any copyrighted material can be injected into the web only if the Client has obtained the rights to use from the actual holder of the relevant copyright and cites the source thereof;

b) Not to use or have third parties use the Hosting Stak services against moral and public order, in order to disturb the public or private peace, cause offense, or direct or indirect damage to anyone (by way of mere example and without limitation: it is prohibited to include on the web page dialers or material or material extracts dealing with pedophilia or fanatical or racist apologies, while pornographic material may be possibly inserted only in compliance with the current regulations, e.g. in special reserved areas created by the owner of the site and accessible only to adults through a special password given by the owner of the site after a careful checking of the age of the applicant);

c) To keep in strict confidence and not to transfer to third parties the management codes related to the domain (login and password), thus to be responsible of their custody;

d) To change the password at least every three months, indemnifying and holding Hosting Stak harmless from any liability in case of whatsoever legal suit, loss or damage (including legal costs and fees) arising from the failure in respecting the provisions regarding the preservation, modification and custody of the above-mentioned passwords;

e) To use the web space potentially purchased and made available by Hosting Stak exclusively to publish the website and not as a repository, that is, as a tool for simply storing files and/or material downloaded from other websites;

f) Not to engage in acts intended to breach or try to breach the confidentiality of private messages, to damage the integrity of others' resources or to cause direct or indirect harm to



anyone (by way of example only, by using pirate software, cracks, key generators, serials, cyberattacks of all types including DOS attacks, viruses or other harmful components);

g) Not to be active part in attempts to breach the computer systems and the network security of Hosting Stak or third parties through the service provided by Hosting Stak, that might lead to civil and/or criminal liability;

h) Not to access systems, networks, and/or information of third parties who have not given explicit permission, using scanning/probing tools, vulnerability tests, attempts to breach the security;

i) Not to lead to dangerous situations and/or instability and/or other technical problems as a result of programming and/or mode of use which could affect the quality service offered to the Client or other clients as well as cause damage to them, to Hosting Stak and/or third parties;

l) Not to publish websites with content like gambling, online casinos or other content which doesn't comply with the provisions of the Italian Law 401/1989 and subsequent amendments and additions, without the necessary authorizations required by law. In this case, the Client is required to send to the writer, before the publication of such content, a copy of the concession, authorization, license or other proof of authorization. It is understood that if it becomes aware of websites or links (hyperlinks) to other websites for which a copy of such authorization has not been given in advance, Hosting Stak reserves the right to suspend the service until the provision of the required documents, and no reimbursement and/or compensation for the unused service may be claimed;

m) Not to provide, through the services made available, (textual or graphical) information to the public which can damage the image of Hosting Stak;

n) Not to carry out spamming or equivalent actions (for a definition of spam see A Set of Guidelines for Mass Unsolicited Mailings and Postings (spam\*) <ftp://ftp.nic.it/rfc/rfc2635.txt>) and not to introduce or send programs (virus, trojan horses etc) affecting the operation of the network;

o) Not to carry out phishing or other equivalent actions of illicit nature, meant to steal personal data or other confidential information of users (by way of example only: access codes, passwords, userID);

p) Not to use not allowed applications and/or scripts. It is understood that, if Hosting Stak detects an application and/or scripts that affect the working of the server, Hosting Stak has the right to do whatever is necessary in order to solve the malfunctioning;

q) Not to store on the site sensitive data and/or judicial data;

r) To take care of protection of the entered data;

s) Not to publish websites containing newspaper publications and not to consider and/or indicate Hosting Stak as editor and/or printer without any estimate and written consent by the same;

t) To view and observe the rules of good use of the network resources, contained in the "Netiquette" document, published on the website of the Italian Naming Authority (<http://www.nic.it/NA/netiquette.txt>), of which the Client declares to be aware of.

u) To review and agree to all the rules contained in the Hosting Stak policy, which can be consulted at <http://www.hostingstak.com/policy.pdf>

v) Not to use or make a third party use the Service so as to cause damage or harm, in any way and form, to the image and brands owned by Hosting Stak. In case of violation of one or more of the above obligations, Hosting Stak will have the right to remove any not permitted material and to immediately terminate without notice the service, reserving also the right to terminate the contract under art. 6 and retain the amount paid by the Client as a penalty, keeping the right for compensation for additional damages. The Client acknowledges and accepts that nothing shall be claimed to Hosting Stak by way of reimbursement, compensation or damages for the measures that the Company has deemed necessary. In any case, the Client assumes, as of now, any liability for the penalties mentioned above and agrees to indemnify and hold Hosting Stak harmless from any prejudicial consequences.

The Client acknowledges and accepts that, in case of dispute with third parties relating the registered domain name, the website content and/or the related e-mail boxes, Hosting Stak reserves the right to suspend the service and/or remove all or part of the material, until resolution of the dispute, being explicitly excluded any reimbursement or compensation or liability of Hosting Stak for the unused service during the period of suspension and/or for the removal of the material.

z) The Client acts as an independent subject and therefore assumes its own risks and dangers for its activities. The Client is the solely responsible for the services and websites on its hosting, virtual server (VPS) or semi-dedicated server, the content of the information transmitted, distributed or collected, their exploitation and their updating, as well as for all the files, in particular those of the addresses database.

The Client commits to respect the rights of third parties, in particular the personal rights, the intellectual property rights of third parties as well as copyrights, patent rights and trademarks. Consequently, Hosting Stak shall not be held liable or responsible for the content of the information transmitted, distributed or collected, their use and their updating, as well as for all files, especially those of the addresses databases. Hosting Stak can only warn the Client about the legal consequences that may derive from carrying out illegal activities on the server, and disclaims any joint and several liability for the use of the data made available to Internet users by the Client.

The same can be applied where it is established that the Client uses the technique of spamming on the Internet; that will lead without notice to the interruption of the service and the termination of the contract.

The Client also agrees not to engage in any activity of intrusion or attempted intrusion from the server (but not limited to: spoofing, sniffing, port scanning). In these cases, the Client can not claim from Hosting Stak the reimbursement of the sums already paid.

The Client is the only to suffer the consequences of the failure of the server as a result of any operation implemented by its staff members or any other person to whom the Client has given its password/s. In the same way, the Client will be the only one to suffer the consequences of the loss of the above passwords.

In the case Hosting Stak detects that a Client machine has been compromised, an e-mail communication will be sent to the Client, indicating that a reinstallation is needed to maintain the integrity of the server and the infrastructure.

The Client can then ask Hosting Stak for such intervention, after having done so to preserve its data.

Hosting Stak reserves the right to terminate the server connection to the Internet pending the re-installation of the machine. Hosting Stak is not required to make the transfer of data from the compromised system to the new system, being such activity completely on the Client.

Hosting Stak engages and limits its intervention only to the installation of the new system.

#### **4.2 Requirements for the disclosure of data**

The Client acknowledges and accepts that the registration of the domain name involves the insertion of its personal data in a publicly accessible register, maintained by the Authority competent for the chosen extension.

The Client guarantees that the personal data provided to Hosting Stak for the execution and proper performance of the contract are correct, current and truthful; if, following a specific request by Hosting Stak, the Client doesn't give adequate proof of the veracity of the data, or doesn't communicate the actual data, Hosting Stak reserves the right to:

- reject the registration request;
- suspend the services;
- cancel any data modification operations, properties changes, etc.;
- terminate the contract, under art. 6, retaining as a penalty the amount paid by the Client, without prejudice to compensation for further damages.

The Client acknowledges and accepts that in the case that Hosting Stak, at its sole discretion, has reason to doubt the veracity of the data provided by the Client and/or associated with the domain, it reserves, as of now, the right to suspend the service indefinitely, with immediate effect and without notice. It shall be understood that the Client can't demand to Hosting Stak any reimbursement, compensation and/or damage for the time of non-usage of the service.

Notwithstanding the above, the Client is required to communicate to Hosting Stak every variation of the data provided no later than 7 (seven) days of the occurrence thereof, by sending explicit communication to Hosting Stak, Hosting Stak by MAKE BS LTD, City of London, 88 Wood Street-10th floor, EC2V 7RS, London, via registered mail with an attached

copy of an identity document. Upon receipt of such notice, Hosting Stak may request additional documentation to prove the changes notified. In case of non-communication by the Client, the Company reserves the right to suspend, with immediate effect and without notice, the service.

## **5) Intellectual property and industrial rights.**

Hosting Stak authorizes the Client to view and download the material available on the site <https://www.hostingstak.com>, only for personal and not for commercial purposes, since Hosting Stak is the exclusive owner of all intellectual and industrial property rights, both Italian and international, of any kind. However, it is forbidden to the Client to use the material on this site for purposes other than those above indicated.

## **6) Resolution and termination.**

### **6.1 Express termination clause**

This agreement shall be terminated by law, under the previously art. 1456 of the Italian Civil Code, authorizing Hosting Stak to stop the service without notice, if the Client:

- a) transfers all or part of the contract to third parties, without the prior written consent of Hosting Stak;
- b) fails to pay the required fee;
- c) acts as or pretends to be a Hosting Stak agent;
- d) is submitted to or involved in insolvency proceedings;
- e) uses the services in ways other than those stated by Hosting Stak;
- f) violates the clauses 4.1 and 4.2.

In such cases, Hosting Stak will communicate the contract termination by law via registered mail and will keep as a penalty any sum paid by the Client, without prejudice to compensation for further damages.

### **6.2 Termination by Hosting Stak**

Notwithstanding the above-said, Hosting Stak has the right to terminate this contract at any time and without stating reasons, with a 10-day notice sent via registered mail. Expired the deadline indicated above, if the service has not already been suspended under the art. 4.1, Hosting Stak may at any time deactivate, disable, shut down and otherwise make unusable the website and/or the email accounts. It is understood that the Client is required to make copies of the content entered in its own space since Hosting Stak, after the notice period,

doesn't guarantee the recovery of the same. Moreover, in case of termination, Hosting Stak shall be required to return to the Client the relevant part of the purchase price of the service corresponding to the number of the unused days until the next natural expiration date of the agreement, being any other refund or compensation or liability of Hosting Stak for the unused part of the service by the Client in the remaining period explicitly excluded.

### **6.3 Termination by the Client**

The Client, who qualifies as a "consumer" and is identified, in accordance with the art. 3 of the Italian Legislative Decree 206/2005 (so called "Consumer Code"), as a natural person acting for purposes unrelated to its business or professional activity, shall have the right to terminate this Contract at any time, without penalty and without giving any reason, by sending the relevant notice, with a copy of a valid identity document attached, via registered letter to Hosting Stak by MAKE BS LTD, City of London, 88 Wood Street-10th floor, EC2V 7RS, London. The termination shall come into effect after 30 (thirty) days from the date of receipt by Hosting Stak of the above-said notice and Hosting Stak will disable all services. In case of a transfer request, Hosting Stak will communicate any authorization code to the reference email address.

In the event that the Client requests the refund of the price for the unused days until the next natural expiration of the relationship, Hosting Stak shall make the refund with the exception of the costs incurred and/or to be incurred (including but not limited to, the costs already incurred for the registration of the domain name to the competent Registration Authority, for the activation of licenses used for the provision of additional services, etc.), in accordance with the provisions under the art. 1 paragraph 3 of the Italian Law 40/2007. The Client acknowledges and accepts that the above right of termination is recognized, in accordance with the Italian Legislative Decree 206/2005 and the Law 40/2007, only to Clients that qualify as consumers. In the event of unlawful cancellation or termination by the Client, Hosting Stak is as of now permitted to retain the amount paid by the Client by way of penalty, saved for additional damages to be claimed.

It is understood that the Client is required to make copies of the content entered in its own space since Hosting Stak doesn't guarantee the recovery of the same.

## **7) Liability**

### **7.1 Waivers of liability of Hosting Stak**

Hosting Stak waives any liability both towards its clients and towards third parties for delays, malfunction, suspension and/or interruption of the service due to:

- a) force majeure and/or unforeseeable circumstances;
- b) third party's fault (including but not limited to: unauthorized publication by third parties of the texts entered by the Client in any public or private message area);

- c) malfunction or noncompliance of the connection systems which the Client is provided with.
- d) failures and malfunctions of the machines and software, whether owned by Hosting Stak or its suppliers.

In such cases, the Client acknowledges and accepts that nothing may be claimed from Hosting Stak as compensation.

The Client must notify any irregularity in service to Hosting Stak immediately or no later than 24 calendar hours from the occurrence thereof. Any damage caused by a little diligent communication will be considered responsibility of the Client.

## **7.2 Responsibilities of Hosting Stak**

In case of failure in renewing the registration of the domain name for reasons ascribed to Hosting Stak, the latter undertakes to pay the Client a penalty equal to twice the amount paid by the Client for the renewal request of the domain name. The Client agrees thereby to waive any further claim and/or compensation for damages.

## **7.3 Liability of the Parties**

Hosting Stak and the Client commit mutually to consider as confidential all the data or information known or managed in relation to the activities for the performance of the service provided by Hosting Stak.

## **8) Payments**

To conclude the contract, the Client is required to pay to Hosting Stak the amount fixed for the service requested plus VAT and all other applicable legal charges. The Client can not claim rights or raise objections of any kind, unless it has first proceeded to make the payments foreseen under this contract.

The Client acknowledges and agrees that, under art. 52 paragraph 1 letter. e) of the Italian Legislative Decree 206/2005, the payment of the service must be made through one of the procedures indicated on the online form, in particular through bank transfer or credit card/paypal.

If paying by bank transfer, the Client is required to indicate the domain name and the references necessary to identify the order placed.

With the acceptance of these General Conditions of Contract the Client explicitly agrees that the invoice will be sent by email in electronic format, to the email address indicated by the Client during the registration process.

Any credit which may exist in favour of the Client due to the failure in the activation of the Service for whatever reason, shall be used by the Client to purchase or renew any Hosting Stak Service no later than twelve months from the date of payment. If the above-mentioned period of time has passed without the Client having used such credit, this will be considered finally acquired and collected by the Suppliers, and the Client shall neither claim them back nor use them.

## **9) Documentation.**

The Client acknowledges and accepts, expressly, the existence of the Links Register (LOG - data concerning the telematic traffic), compiled and maintained by Hosting Stak under the terms and manners established by law. The aforementioned register constitutes full and indisputable proof of the facts and the acts performed by the Client itself in relation to Hosting Stak and/or third parties; it guarantees absolute confidentiality and can be produced and/or provided for exclusively on request of the competent authority. Hosting Stak takes all the necessary technical and organizational measures to ensure the confidentiality of the Links Registers.

The Client acknowledges and agrees that Hosting Stak reserves the right to store the "Access Logs" (so called LOG FTP), generated by the Client at the time of the access to the domain management panel, for a period of time equal to or longer than the duration of the contractual relationship.

## **10) Features and functionality of the system**

The Client acknowledges and agrees that Hosting Stak doesn't guarantee that the Service fits to particular purposes. Furthermore, considering the nature of Internet services themselves, where many users are involved, no guarantee can be given about the constant availability of the service.

The Client indemnifies, as of now, Hosting Stak from any liability in case of inaccessibility of the websites around the world, impossibility in transmitting or receiving information due to any cause.

The Client acknowledges and accepts that the use of the services provided in collaboration with other infrastructure (national and international) is limited by the boundaries and the rules established by the operators of such services, as well as by local legislation in the Countries that host these services and the international legislation in the field.

11) Reports about Italian former art. 52, 53, 64 et seq. and 5 Legislative Decree 206/2005 and art. 7 Legislative Decree no. 70/2003.

Under art. 52, 53 and 64 et seq. Legislative Decree 206/2005 the Client acknowledges that:

the provider of the service is the company Hosting Stak by MAKE BS LTD City of London, 88 Wood Street-10th floor, EC2V 7RS, London;

pursuant to art. 3 of the Italian Legislative Decree no. 206/2005, a consumer is a natural person who acts for purposes unrelated to its entrepreneurial or professional activity and (consumer associations and users) whose sole statutory purpose is to protect the rights and interests of consumers or users; these subjects will be entitled to terminate, under art. 1 paragraph 3 of the Italian Law 40/2007, the contract without having to give reasons and at any time, with a notice sent to Hosting Stak by registered letter to the following address: Hosting Stak by MAKE BS LTD, City of London, 88 Wood Street-10th floor, EC2V 7RS, London, via registered mail with an attached copy of an identity document. After 30 days from the receipt, by Hosting Stak, of the notice, the termination will be effective and Hosting Stak will stop all services and communicate to the reference email address the authorizing codes related to the domain name. Hosting Stak will make the refund in accordance with law with the exception of costs already incurred and the price of the already used services (including but not limited to: the costs already incurred for the registration of the domain name by the competent Registration Authority, for the activation of licenses used for the provision of additional services etc.); any complaint may be sent to the headquarters of Hosting Stak - City of London, 88 Wood Street-10th floor, EC2V 7RS, London; the technical support for the Hosting Stak services/products will be carried out exclusively via email <https://www.hostingstak.com/supporttickets.php>

## **12) Final provisions and communications.**

- a) The relations between Hosting Stak and the Client established under these terms and conditions shall never be understood as a mandate, representation, partnership or association contract or other similar or equivalent contracts.
- b) It is forbidden to the Client, unless it is specifically approved in writing by Hosting Stak, to insert additional clauses or footnotes and/or to alter this Contract in any way.
- c) The possible nullity, voidability or unenforceability of one or more provisions of these General Terms and Conditions will not affect the remaining provisions.
- d) For all matters not contemplated in these General Conditions of Contract, the Parties shall refer to the provisions of law.
- e) All communications to the Client relating to this agreement shall be carried out by Hosting Stak by hand, by e-mail, by registered mail, by ordinary mail. Any change in the customer's address not communicated to Hosting Stak may not be invoked against the latter.