

# iSmarts Web Hosting Service Agreement

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iSmarts Web hosting provider will honor the terms below during the contract terms unless otherwise agreed between parties.

## Service Terms

1. iSmarts hosting service is a standard 12-month hosting contract term.
2. A full year (12-Month) Hosting Service Fee will be due (12month) in advance of any service provided.
3. Service shall begin immediately following such payment or agreement date as agreed between parties.
4. This Agreement is under automatic renewal terms and may only be cancelled with written notice no later than 30 days prior to the end of Term renewal date.
5. Renewal prices are subject to change. Service Provider will provide notice upon such change taking place.
6. In instance of any changes in pricing client signature on said renewal will constitute as agreement of said changes.
7. Renewal fees for the following term will be automatically invoiced to Client's account.
8. iSmarts Hosting Provider owns all web-server and website related code & licenses, Cpanel-WHM server licenses, Wordpress-plugins themes & Avada-Theme licenses pertaining to the running of the client's website. These licences are being provided as part of the managed-hosting service iSmarts provides and are only active and or renewed for the term of the active managed-hosting contract with iSmarts.
9. Upon termination of the managed-hosting contract all active WP-Plugin or Avada licenses will be terminated as well. All other website files can be exported or will be available to the Client as a ZIP file.

## Termination of Service

Client may terminate this Web Hosting Agreement at its sole discretion upon the occurrence of one or more of the following events:

1. Failure to comply with any and all terms listed above.
2. Bankruptcy of either party
3. Upon written agreement between both parties. 30-days prior the end of the service term.

**Abusive Activities** You acknowledge and agree that you may not use our servers and your website as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and we reserve the right to remove sites containing information about

hacking or links to such information. Use of your website as an anonymous gateway is prohibited. We prohibit the use of software or scripts run on our servers that cause the server to load beyond a reasonable level, as determined by us. You agree that we reserve the right to remove your website temporarily or permanently from our servers if you are in violation of this Agreement and/or there are activities that threaten the stability of our network. You acknowledge and agree that all websites associated with your hosting account may be removed if one website is in violation of this Agreement. In addition to the General Rules of Conduct listed in our Universal Terms of Service, you agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services to: (1) disseminate or transmit any material that, to a reasonable person may be grossly offensive, vulgar or malicious; (2) attempt to mislead any person as to the identity, source or origin of any communication; (3) interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding your authorization; (4) engage in any other activity deemed by us to be in conflict with the spirit or intent of this Agreement or any of our policies; or (5) use your server as an "open relay" or for similar purposes.

We prohibit the running of a public recursive DNS service on any of our servers. We actively scan for the presence of public DNS services and reserve the right to remove any servers from the network that violate this restriction.

### **Storage and Security.**

iSmarts's backup service runs once a week and overwrites any of our previous backups. Only two weeks of backups are stored in the remote server.

Our servers are not an archive and we shall have no liability to you or any other person for loss, damage or destruction of any of your content. The Services are not intended to provide a PCI (Payment Card Industry) or HIPAA (Health Insurance Portability and Accountability Act) compliant environment and therefore should not be used or considered as one. You shall not use iSmarts Services in any way that shall impair the functioning or operation of it or any equipment used to operate it. Included, but not limited to, you shall not use the Services as: (1) a repository or storage for files; and/or (2) a place to store material that can be downloaded through other websites. If we detect an infringement of aforementioned restrictions, you may be issued a disk space violation warning at 10GB, and will be required to reduce the number of used gigabytes in your account. We reserve the right to temporarily suspend disk write functionality, in our sole discretion, when account size reaches 10GB. You acknowledge and agree that we have the right to carry out a forensic examination in the event of a compromise to your server or account.

**You shall at all times remain data controller of any such personal data without any liability of whatsoever nature to iSmarts.**

### **Data Protection and Security**

You shall be solely responsible and liable for compliance with applicable privacy and personal data protection requirements (including, but not limited to requirements laid down by General Data

Protection Regulation (EU) 2016/679) (GDPR), which may be applicable to any personal information, data or content collect through, stored or otherwise processed in relation to Hosting Services on your website or server content.

You acknowledge that iSmarts may in certain limited cases have access to information and communications systems for the purposes set forth in this Agreement or our Terms of Service.

Without limitations to the generality of the foregoing, you shall be solely responsible for installation of organizational and technical security measures sufficiently protecting personal data stored or processed on your website or server. Consequently, you will be solely responsible for all and any data breaches, incidents and similar violations pertaining to such data, unless such data breach has occurred solely due to technical failures, malfunction or errors of the servers and resources, which iSmarts has expressly warranted to secure to You and assume liability for such failures, malfunction or errors.

In case certain limited personal data processing activities are found to be carried out by iSmarts, the following data processing clauses shall apply: (1) iSmarts shall process personal data only according to your documented written instructions or only as mandatorily required by law; (2) make best efforts to implement reasonably available technical and organisational measures in order to ensure that personal data processing carried out complies with the requirements of GDPR and personal data protection legislation as regards security of processed personal data; you understand that the fact that available technical and organisational measures will be implemented in itself does not guarantee full and complete security, safety and integrity of personal data; (3) upon your request, iSmarts will take reasonable measures to discontinue data processing after expiry of the Agreement and, if required by you and unless otherwise provided in applicable legislation, take reasonable measures to erase or in any other way make inaccessible and unusable or return to you all available personal data; (4) you shall undertake to ensure that personal data are collected and processed lawfully, are accurate, relevant and adequate, and that your instructions to iSmarts are lawful, accurate, relevant, comply with the GDPR and personal data protection legislation; you shall notify data subjects of their data processing and transfer to iSmarts in accordance with the requirements of GDPR and personal data protection legislation; (5) you grant iSmarts with a general authorisation to engage sub-processors and service providers in the processing of personal data controlled by the you; (6) overall responsibility of iSmarts hereunder shall be limited to the amount of remuneration for the last 6 (six) months paid to iSmarts for the services under the Agreement.

## **Website/Server Content and Licenses**

You shall be solely responsible for providing, updating, uploading and maintaining your website or server and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through your website.

iSmarts owns all web-server and site-hosting related code and licenses: such as Cpanel-WHM, Wordpress-plugins, themes & Avada Theme licenses pertaining to the running of the client's website. All licensing fees running the website or theme will only be active and or renewed for the term of the active hosting contract with iSmarts. You acknowledge and agree that in the course of providing you

with technical assistance, it may be necessary for our support staff to modify, alter or remove the content of your hosted product.

Your website or server content shall also include any registered domain names provided by you or registered on behalf of you in connection with the Services.