

WebDeal Express SOF

WebDeal Express Items	Billing period	Per month	Per year	Installation fee
The Hosting Plan *	yearly	NOK 59 / EUR 6.99 / \$9.99 / £5.99	NOK 708 / EUR 83.88 / \$119.88 / £71.88	-
Extended Backup **	yearly	NOK 49 / EUR 4.69 / \$6.69 / £3.99	NOK 588,- / EUR 56.28 / \$80.28 / £47.88	-
Domain Management ***	yearly	-	NOK 398,- / EUR 44 / \$59 / £38	-

Prices are exclusive of VAT.

Additional contract parameters:

Service Commencement Date: *Stated in your Order Confirmation*
Contract Length: *Minimum 12 months*
Billing Period: *Stated in your Order Confirmation*
Payment Method: *Credit card*
Credit days: *Immediate withdrawal*

Each customer's Order Confirmation states currency, WebDeal's contact information, product/services purchased and the contract parameters stated above.

WebDeal Express may also be referred to as WDEx.

WebDeal AS

C.J. Hambros pl. 2A • 0164 Oslo • Norway
Phone: +47 61 13 16 50 • Fax: +47 61 13 16 51

www.webdealhosting.com

WDEx Service Order Form

Service specifications

* **The Hosting Plan**

Service hours: 24/7/365

Service level: No SLA warranty

Service Level Agreement: No SLA included in WebDeal Express services and products

Service definition: A CPANEL-compatible hosting stack, including storage, server, operating system and middleware

Storage: 10 GB

Data transfer: Unlimited

Backup: No backup warranty

Firewall: No firewall included

Current functionality is listed in the web page for WebDeal Express (same as referred to in the Order Confirmation)

** **Extended Backup**

Maximum backup pool size: 70 GB

Policy: Daily backup, 7 days retention time

Current functionality is listed in the web page for WebDeal Express (same as referred to in the Order Confirmation)

** **Domain Management**

The domain name is specified in the customer's Order Confirmation.

Domain management includes application, registration and administration of the domain name for use in connection with Internet services.

Domain registration is done by WebDeal using information provided by the Customer in the order form.

Current functionality is listed in the web page for WebDeal Express (same as referred to in the Order Confirmation)

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Legal specifications

General

The Customer hereby orders from WebDeal the Services as described above in the terms of this Service Order Form.

This Service Order Form together with the Master Services Agreement, Service Level Agreement (as specified in this SOF) and Acceptable Use Policy (found at <http://www.webdealhosting.com/legal>) forms the Customer's valid contract, when this Service Order Form has been accepted and signed by an authorised representative of the customer as well as an authorised representative of WebDeal.

The Customer confirms that he/she has read the terms and conditions of this Service Order Form and the related documents stated above as well as all the terms and conditions of use that apply to any applicable Services/Software/Hardware and agrees to be bound by and follow these terms and conditions.

This complete agreement replaces the provisions of any purchase order drafted by or for the Customer and supersedes all proposals written or oral as well as other communications between the Customer and WebDeal relating to this order.

WebDeal makes no warranties or representations of any kind, whether expressed or implied for the service it is providing.

WebDeal also disclaims any warranty of merchant-ability or suitability for a particular purpose, and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors.

Use of any information obtained by way of WebDeal is at the Customer's own risk, and WebDeal does not assume any responsibility for the accuracy or quality of information obtained through its services.

All numbers, expressions, descriptions and information stated on WebDeal's website concerning WebDeal Express, such as (but not limited to) domains, backup, webhosting package, bandwidth, storage and functionality represents "best case scenarios" and do not give any warranty of current/future WebDeal Express status, general availability or service condition.

The Customer accepts that WebDeal's services may experience unavailability due to server failure, infrastructure failure or upgrades. Such situations will not result in breach of agreement by WebDeal. It is not unthinkable that such situations may lead to loss of data on WebDeal's servers. The Customer must therefore make sure to take backup of important files, and make sure that communication with contacts, if any, is secured during downtime.

WebDeal is at all times allowed to make changes to the WebDeal Express SOF. We may add new restrictions or new services. Any such changes to the WDEx SOF will become effective either thirty (30) days after our notification of the changes to you or upon your execution of a new WDEx SOF.

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The Hosting Plan

The use of The Hosting Plan requires a certain level of knowledge and the Customer agrees that he/she has the necessary knowledge to use the service as intended and/or within The Hosting Plans natural limits.

The Customer will provide data and content which is compatible with The Hosting Plan and require no additional manipulation of the service from WebDeal. WebDeal has no obligation or responsibility to validate any data or applications used by the Customer for correctness or usability.

The server is shared with other customers and the Customer must accept that there is a significant chance that slowness and/or unavailability on the service may occur (such as, but not limited to, technical issues with CPANEL).

WebDeal may terminate and suspend the service without any given reason at any time if we feel the Customer is misusing the service. The Customer agrees to make use of WebDeal's servers only for the purpose of hosting a website and associated e-mail services. Any data uploaded must be used solely for this purpose. Our servers are not intended to be used for data backup or archiving.

WebDeal reserves the right to negotiate additional charges with the Customer and/or the discontinuation of the backup/archives at their discretion.

If the Customer exceeds the allocated transfer bandwidth for a month, he/she will be billed at the rate of USD 3,- (three U.S. Dollars) per additional 10 GB.

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Extended backup

If the Customer purchased our Extended backup service, we will take daily backup of the customer's data stored in the respective home directory on our server.

The customer agrees:

- To be willing and available to provide critical information within 2 hours of receiving a request for information from WebDeal seeking to resolve the Customer's issue on a high or urgent priority Remedy ticket.
- To notify WebDeal of any data changes greater than 1 GB per Hosting Plan within 2 (two) business days.
- Not to store individual files on 1 (one) Hosting Plan one larger than 100 MB

We do guarantee:

- that we will monitor our backup service 24/7/365
- that we will try to take backup of the data "as is" every day
- that we will start the restore process upon request (via e-mail) to our support department
- to ensure optimal efficiency of backups and restores
- to maintain appropriately trained staff

We do not guarantee any specific rollback time, and we do not guarantee that there will not be any missing backup due to problems and/or bugs that were not reported to our monitoring system.

WebDeal reserves the right to exclude files from the backup that are too large or that could contribute to unavailability or slowdown of the backup procedure.

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Domain Management

The Customer accepts that WebDeal may associate banners and/or logos or other kinds of advertisement with the Customer's domain name or IP address until this domain name or IP address is linked to a web service. This will also be the case for Customers who have ordered web solutions, but in which web pages have not yet been published.

Domain management includes application, registration and administration of the domain name for use in connection with Internet services.

Domain registration is done by WebDeal using information provided by the Customer.

The Customer is responsible for the accuracy of the information provided for domain registration. By giving out wrong contact information, or by failing to update this information – whether it be name, contact person, postal address details, or e-mail address – WebDeal may at its sole discretion terminate the order or service without warning.

When the domain is registered, the Customer will hold exclusive user rights during the service period as long as the Customer is not in violation of the Agreement.

It is the Customer's duty to comply with the prevailing domain rules upon registration, and further use of the domain will be made in accordance with the respective top level domain policy.

Eventual disputes related to registered domain names will be handled in accordance with the respective top level domain policy and Norwegian laws. WebDeal does not offer any administration or aid related to domain disputes.

The current top level domains offered are available at our website, www.wdex.com

WebDeal reserves the right to discontinue sales and administration of any top level domain at any time that we for any reason no longer wish to offer.

There is no guarantee that we will be able to register the domain name requested by the Customer.

The Customer will not hold WebDeal responsible for any mistakes or problems which may affect WebDeal's services to the Customer performed by registry companies such as, but not limited to, OnlineNIC, Norid, ASNIC, GoDaddy and so on.

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Renewal of services

The services are automatically renewed as long as the Customer is not in violation of the Agreement. Services are renewed for a period of 12 months at a time. Payment for the succeeding 12 months is due in advance of the renewal period.

If the Customer's credit card information is not valid, WebDeal has the right to terminate the Agreement. However, the Customer will still be liable to pay all Fees due for the remainder of the term.

Payment

Automatic renewal of the Customer's WebDeal subscription service. Autopay is based on an agreement between the Customer and WebDeal, and involves an automatic renewal of the subscription period.

WebDeal may debit the subscriber's credit card, PayEx account or mobile phone for the specified amount. By accepting this Agreement, the subscriber is also accepting WebDeal's subscription conditions on automatic renewal of the subscription period. This Agreement may at any time be cancelled by the subscriber in accordance with the terms of the Agreement. An agreed price on the subscription is charged the given payment type, and the Customer will be notified of the charge. The subscription will run until the agreement is cancelled by one of the involved parts. WebDeal's payment operator is PayEx.

The Customer must cancel the service with WebDeal at least 30 days before renewal in order to avoid being charged for the upcoming year.

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