

Service Server	Dedicated, Virtual or Cloud Server
CG	General Conditions of PTHost4u Service
PUA	Acceptable Use Policy
PP	Privacy Policy

Documents available at: www.PTHost4u.pt/#company/legal

1 - These conditions must be attached and combined with the general conditions of service, hereinafter GC, available in <https://www.PTHost4u.pt/company/conditions>. PUA and PP.

2 - If the combination of these specific conditions, from now on CE / SD, and from GC to be contradictory, the former should prevail over the latter, thus preserving the specificity of the service.

3 - Subjects and object:

3.1 - The present EC / SD, are intended to legally govern the terms and conditions under which the provision of the respective service 1st CONTRACTOR henceforth designated PTHost4u, and the subscriber of services - 2nd CONTRACTOR, hereinafter referred to as CONTRACTING.

3.2 - Within the scope of these specific conditions, the contracted service (s) is the server service subscribed by the CONTRACTING on the online page of PTHost4u and which will be added to your listing in the customer area.

3.3 - Upon confirmation of the subscription form, the CONTRACTOR expressly accepts, without reservations or reservations, any and all of these clauses, the CG, PUA and PP.

3.4 - The payment related to the renewal of the server service is considered as acceptance, without reservations and reservations to these clauses, of the CG, PUA and PP, establishing the renewal of the same by the present special conditions and maintaining the same duration.

3.5 - By the present and in these terms, PTHost4u is obliged to provide the hired server service in a diligent and responsible manner.

4 - Service Provision

4.1 - The client will have to, in due course, create a customer card or make available an existing one where the SERVICE (s) will be added by the present contractor (s).

4.2 - Regarding the client area, the access and management processes will be those established in the CG, except in the case of some concrete specificity that should be expressly indicated to the CONTRACTING.

4.3 - The service and support to the CONTRACTOR is governed by the terms of the GC. Support is made 24/7 by helpdesk and email, as well as by telephone and online support of our website on weekdays 9am to 10pm and weekends from 10am to 1pm and 2pm to 7pm.

4.4 - A larger support can be contracted and this can be included in a maintenance plan that must be subscribed in addition to this service.

4.5 - It is not included in the server service, per se, the monitoring and maintenance of the server (s), which can be contracted as extra to the server service.

4.6 - PThost4u does not guarantee the security of the internet and does not assume any responsibility for information, software, services or any other materials that the CONTRACTOR can obtain through the internet, except for those that are contracted with PThost4u.

4.7 - It is the sole responsibility of the CONTRACTING PARTY to certify that the software, operating systems and security, as well as the respective equipment and installations are according to the established by the present CE / SD.

4.8 - The certification responsibility referred to in 4.7 is excluded from all those provided by PThost4u to the CONTRACTING and that as such are part of its listing in the clients area.

4.9 - The accesses, connections and uses of the service (s) here CONTRACTED shall be carried out in an appropriate manner in accordance with the safety and security instructions and procedures applicable to the use of the respective equipment or software.

4.10 - The CONTRACTING is fully responsible for complying with what is stated in 4.9, as well as complying with the applicable legislation regarding the use of the service and advertising of contents.

4.11 - The CONTRACTOR is also responsible for ensuring that what is described in 4.9 and 4.10 is also fulfilled by its guests, workers, employees, managers, representatives and others who access the service on their aegis or permission.

5 - The Contractor understands and accepts:

5.1 - Communications made between PThost4u and the Contractor will be carried out by email to the email address(es) provided for contact data of the customer area, safeguarding all communications that, by law, provide otherwise.

5.2 - To change or to add more email addresses to those of the customer area you must request it by email to support@PThost4u.pt from the authorized email address.

5.3 - PThost4u is only able to control the systems that are part of its network and can not guarantee at all times a service without fail or ensure the total and permanent technical quality of connection to all networks that support other equipment, programs or systems that are not under the direct control of PThost4u.

5.4 - PThost4u reserves the right to suspend any or all services hired by the present if the CONTRACTING fails to fulfill any of its obligations or responsibilities in these stipulated clauses as well as in the CG.

5.5 - PThost4u will be forced to suspend any or all of the services hired by the present if it is requested to do so by judicial process or by authority empowered to do so.

5.6 - In the cases foreseen in 5.4 and 5.5 PThost4u, before suspending the service, if this is not urgent for reasons of preventive nature, will notify the CONTRACTING via email under the terms of 5.1 and 5.2, that the service will be suspended within a 24 hours if the situation is not regularized by the CONTRACTING.

5.7 - Pursuant to 5.4, when there is a need, to a preventive measure, to immediately suspend the service in question, the CONTRACTING will be notified, by the same route, but after suspension of service and will be maintained until the situation is regularized.

5.8 - PThost4u may, if necessary and for the minimum possible time, have to interrupt the provision of the service to carry out maintenance, repair, expansion and development of services and equipment.

5.9 - In the cases foreseen in 5.6, PThost4u is obliged to notify the CONTRACTOR by email in accordance with 5.1 and 5.2.

5.10 - CONTRACTOR is only the responsible for the IP addresses assigned to it by PThost4u for the duration of this agreement;

5.11 - In compliance with stipulations in 5.8 and 5.9, PThost4u will notify via email the CONTRACTING whenever cases of abuse are detected or reported, granting a reasonable period of time to solve the problem.

5.12 - In compliance with stipulations in 5.8 and 5.9, PThost4u will notify via email the CONTRACTING whenever cases of abuse are detected or reported, granting a reasonable period of time to solve the problem.

5.13 - In the cases foreseen by 5.10, the CONTRACTOR undertakes to remedy the abuse or other problem reported within the term offered to him.

5.14 - If the CONTRACTING does not comply with 5.11, there will be a forceful intervention by PThost4u, which the CONTRACTING declares authorizes, in order to only investigate and try to resolve the situation.

5.15 - When there is a forceful intervention on the part of PThost4u to resolve a problematic situation resulting from the failure by the CONTRACTOR to comply with the stipulations regarding anti-virus security rules and those described in 5.8, 5.9 and 5.10, this intervention will be charged within the following table:

Description	Price List
Abuse related to “phishing”	50.00€
Abuse related with SPAM	50.00€
Other types of abuse	50.00€ /hour
Troubleshooting Viruses	50.00€ /hour

5.16 - In the event of a repeated breach by the CONTRACTOR of what is imposed by 5.11, PThost4u reserves the right to suspend the services contracted herein by communicating via email.

5.17 - The CONTRACTOR is responsible for controlling the variables of consumption and use, except when contracted as unlimited. When excesses are committed to the contractor PThost4u will debit the amounts, duly detailed in the next invoice.

5.18 - The CONTRACTOR is solely responsible for the management and security of the contents and information that the CONTRACTING will host on the server, except when contracted in a properly specified service.

5.19 - The CONTRACTING can not carry out deep changes in the installed system, namely in those that contend with the operation, as contracted, of the server.

5.20 - In cases where the CONTRACTING does not comply with 5.15, PThost4u is not responsible for data and content stored on the server, as well as service outages or unavailability.

6 - PThost4u support and monitoring

6.1 - PThost4u support is available 24/7 via helpdesk and email.

6.2 - Support by phone and online through the website on weekdays from 9am to 10pm and weekends from 10am to 1pm and 2pm to 7pm.

6.3 - Customer support may go beyond that indicated in 6.2 if subscribed in conjunction with this service.

6.4 - PThost4u is not bound to monitor the services of the CONTRACTING, unless the maintenance service is subscribed by itself or in conjunction with this service.

7 - Ownership rights over PThost4u and third party software:

7.1 - The programs provided by PThost4u to the contractor, in connection with the provision of the server service, regardless of whether they belong to PThost4u or to third parties, remain in the possession of the respective owner during the term of the contract.

7.2 - For the CONTRACTING to be able to enjoy the programs referred to in the previous number, the use of these will be allowed, in an untransferable form and with the duration limited to the term of provision of the server service, if another is not provided for at the time of subscription.

7.3 - The CONTRACTOR is strictly prohibited from using these programs for purposes for which their use has not been licensed.

7.4 - Partial or full copy of these programs, as well as any other form of infringement of property rights, is prohibited.

8 - Duration, change and end of server service provision:

8.1 - The provision of the server service will have the duration established by the client at the time of subscription.

8.2 - The obligation to provide the server service is renewed under the same terms, according to what is established in point 3.5 of these CE / SS if the contractor pays the price indicated in the notice e-mail.

8.3 - Once the provision of the server service has begun, there is no possibility of terminating the contract, except in case of repeated non-compliance with these conditions, the CG and the PUA, as well as the cases provided for by law.

8.4 - Pursuant to DL 82/2008, article 7 / c), the case of subscribing to a server service that has been indicated by the client or acceptance of a business proposal, personalized, customized and / or configured Serve the concrete goals of customers.

9 - Communications, Law and Forum

9.1 - Communications:

9.1.1 - For the purposes of service in court proceedings, in particular to comply with pecuniary obligations arising from the subscription of this service, the parties agree the address indicated in the act of subscription as the address for the listing of the customer area.

9.1.2 - The CONTRACTING undertakes, as already stipulated in 4.2, to notify any change of the address indicated, and for citation purposes, if he does not do so within a maximum of thirty days, he will incur the risk of being quoted in the address indicated of the client area. 9.1.3. PThost4u reserves the right at any time to present changes to these conditions, CG and PUA as long as it notifies the CONTRACTOR in advance of five days, via email.

9.1.3 - The changes referred to in 9.1.2. will only become valid for services subscribed or renewed after their publication on PThost4u's website.

9.1.4 - If the changes referred to in 9.1.2 allow the CLIENT to reason enough to desist from the server service, he may do so, but only when the changes do not result from normative impositions and it is proved that they deal with the usual way the server service is provided by PThost4u to the CONTRACTING.

9.1.5 - If the termination in terms 9.1.3 is carried out, the CONTRACTING shall be reimbursed for the time of service not taken, and for the purposes of reimbursement, the value of the day shall be recorded without taxes or charges and the value given for Licenses, IP, domains or related services.

9.2 - Law and forum:

- a) - PThost4u is not subject to an obligation to monitor the information that the CONTRACTING transmits or stores through it, nor can it be held responsible by them, pursuant to DL n° 7/2004 of January 7.
- b) - The declaration of nullity, invalidity or ineffectiveness of one of the clauses of these GC by a legally recognized court, does not affect the validity and effectiveness of the remaining and maintenance of the contract.
- c) - In the case foreseen in 9.2 b), the maintenance of the contract in relation to the infected part of vice is subject to the applicable supplementary rules, using, if necessary, the rules of integration of legal business, as provided in article 16/2 of the DL No 446/85 of 25 October.
- d) - When the use of the provisions of 9.2 b) is not used, or when its use results in an imbalance of benefits that is seriously detrimental to good faith, it shall be in force, pursuant to article 14 of DL no. 446/85, of October 25 , The regime of reduction of legal business.
- e) - In order to resolve any litigation, which is so anticipated, the provisional litigation solution provided for in article 16 DL 7/2004 of January 7 must be considered.
- f) - For the resolution of disputes between the parties that can not be resolved according to 9.2 e), only the jurisdiction of the Faro district should be considered as competent.

9.3 - The provision of the service is governed by the present CE / SD, CG, PUA, PP and other Portuguese legislation.