

## 1 - Subjects and Object:

1.1 - These general conditions, hereinafter GC, are legally intended to govern the terms and conditions under which the provision of internet services occurs by Strong Answer, Lda, with headquarters Cercas de São José Bloco 9A, Loja 1, 8400-314 Lagoa, with Tax ID no.: 510 413 277, hereinafter referred to by PThost4u, and subscriber to the services, hereinafter called the CONTRACTING PARTY.

1.2 - Attached, the CONTRACTING PARTY will have access to the specific Conditions of service to which they wish to subscribe.

1.3 - With the confirmation of the subscription form, the CONTRACTING PARTY expressly accepts, without reservation or qualification, any and all of these clauses, or attached clauses mentioned, specifically, the services subscribed to.

1.4 - Payment for subscription to a new service or renewal of an existing service, shall also be considered acceptance, without reservations or qualifications, of these clauses, and the clauses attached where required for the service.

**myPThost4u** - An online area for the exclusive use of PThost4u customers, with access restricted by login and password, and which allows the CONTRACTING PARTY to manage their service(s), change those already subscribed to and/or subscribe to new ones, having access to renewal dates and other important information. It also allows the editing and modification of contact and invoicing details and contact emails, whereby for these changes to be effected, the stipulations in these GC must be met.

**Backups - Security Copies.**

**Code or Service ID** - Alphanumeric code assigned by PThost4u to the CONTRACTING PARTY in order to allow their rapid and efficient identification. This code is composed by joining two invariant letters - PT - and variable numbers, resulting in something similar to PT-12345.

**Payment or IP Code** - Alphanumeric code assigned by PThost4u to payment order(s) effected by the CONTRACTING PARTY. This code exists in order to allow the rapid and efficient identification of payments themselves and the service(s) to which they relate. This code is composed by joining two invariant letters - PI - and variable numbers, resulting in something similar to PI-12345. Every payment order corresponds to a different and unique IP. The IP is generated by the payment order and not by the payment itself, whereby if an IP is not paid within fifteen days, it will be automatically cancelled, so if the CONTRACTING PARTY wants to effect payment, a new IP will have to be generated.

**Support Code or Support PIN** - The PIN is an identification code generated in the customer area, by the CONTRACTING PARTY, or others with legitimate access, which, when entered, will allow access to our services, by any means, requiring confidential data. For the CONTRACTING PARTY's security, the duration of use of the PIN code is reduced to 45 minutes, and whenever a new PIN is generated, the previous one, if still in use, will be automatically deleted.

**Authorised Email** - Authorised and primary email that the CONTRACTING PARTY provides as a contact email at the time of subscription, and which may be changed by the CONTRACTING PARTY at any time by notifying PThost4u of the modification, or requesting that this be done by PThost4u. All information and notifications that PThost4u is obliged to send, and others, are sent to this email address, even though they may also be sent to another authorised email address (2.1 and 2.2). All changes and confidential and basic service delivery requests should be sent from this email address, or another for the intended purpose, except where PIN support (2.1 and 2.2) is indicated.

**Financial Email** - The email address that the CONTRACTING PARTY may enter in the contact area or request to be added as an address to which PThost4u will be authorised to provide all data about financial issues.

**Technical Email** - Like the Financial Mail, this will be the email address to which PThost4u may send all technical data, including confidential service access data. **Hostname IP Address** - the address PThost4u provides to the CONTRACTING PARTY so that the latter may access and manage its service.

**IP adress /Hostname** - Address the PThost4u provides the CONTRACTING so that the second can access and manage your service.

**Application Form** - online registration form on the PThost4u web page which refers to a service which allows the CONTRACTING PARTY to subscribe to the service, with the data provided on this form being used to complete the data in the customer area.

**Parties** - parties shall mean those involved in the agreement, PThost4u and the Contracting Party.

**Procedure for Changing Authorised Email** - Where the CONTRACTING PARTY loses, for some reason, access to the authorised email address, they should fill out the authorised email alteration form, a draft of which is attached to these GC, including the mandatory accompanying documents indicated.

**Service Proposal** - What PThost4u undertakes to provide upon subscription to a particular service, which may be presented in a proposal forwarded by email or by that stipulated on PThost4u's web page in relation to the service in question.

**AUP – Acceptable use policy** - Acceptable use policy available for viewing and download, which should be regarded as an integral annex of these GC.

**PP - Privacy policy** - Privacy policy governs how the PThost4u stands and processes regarding the collection, recording, deletion and correction of data, and the safety and the use of contractor information, the conservation of personal information, payment data and the cookie policy.

**Titular pays** - Subject on whose behalf it is carried out the act to provide for payment service subscription or renewal.

**CONTRACTING reseller**- CONTRACTING that acquisition reseller account, server, or massive number of services, is engaged in retail, with or without added value, the PThost4u services.

**SLA - Service Level Agreement** - Agreement on the level of service.

**Third Party Complainant** - Subject who claims to PThost4u to be the legitimate owner of a service, through presentation of valid proof of ownership, despite not being registered in the customer area.

**Username** - Identity code used by the CONTRACTING PARTY to access services provided by PThost4u. This code is provided to the CONTRACTING PARTY by PThost4u.

**Password** - Code for accessing services that is initially provided by PThost4u, but must be changed and closely guarded by the CONTRACTING PARTY.

## 2 - Subjects and Object:

### 2.1 - Restrictions:

- a) - PThost4u servers cannot be the source, intermediary, or destination address involved in the transmission of "Spam", with "spam" being considered as all unsolicited email targeting newsgroups, faxes, and emails.
- b) - The CONTRACTING PARTY is prohibited from using any program/file that consumes too many resources on the server or disrupts to the proper functioning of the same or those of third parties.
- c) - Any attempt by any means to destroy or cause damage to servers is prohibited.
- d) - Any material related to the sex trade and prostitution, pornography, paedophilia, xenophobia, racism and warez, and any other content deemed illegal and punishable under Portuguese law, is forbidden on PThost4u servers.
- e) - Sites that point to sites with content referred to in subparagraph d) shall also be considered prohibited.
- f) - All activities prohibited under the AUP shall be considered prohibited.
- g) - Should the CONTRACTING PARTY violate, in some way stipulated in the above subparagraphs: a, b, c, d and e, PThost4u reserves the right to immediately disable the service in question without any obligation to provide notice or a refund.
- h) - In addition to the legally recognised authorities, between the parties, PThost4u shall be considered the sole arbitrator, responsible for evaluating what is or is not considered a violation of that stipulated as prohibited in the GC.

i) - Under the law, PThost4u may require compensation from the CONTRACTING PARTY for damage(s) caused by the violation(s) of the GC, where so warranted.

## 2.2 - Obligations:

a) - To make the payments to which it shall be bound after subscription in a timely fashion.

b) - To provide PThost4u with all information, even confidential, as may be reasonably necessary to ensure the maintenance and proper provision of the service.

c) - Refrain from any conduct that may go against that stated as forbidden in 2.1.

d) - Keep duly updated all contact details, especially those used for billing purposes, being bound to inform PThost4u via email where such data has changed.

e) - The email stated in the customer area as the primary contact email - the authorised email - may not be changed without prior notice/request to PThost4u provided for this purpose, along with the tax identification number.

f) - If the CONTRACTING PARTY for some reason loses access to the authorised email address, it will have to undergo the procedure for amending the authorised email.

g) - The CONTRACTING PARTY shall ensure and protect, under all circumstances, the confidentiality of the username and password that are provided by PThost4u, specifically refraining from disclosing them to third parties and not operating under conditions that allow their decoding and copying.

h) - It is incumbent upon the CONTRACTING PARTY to specify the conditions of access and use of the username and passwords provided by PThost4u to the CONTRACTING PARTY by users other than the same.

i) - In the cases mentioned in the preceding paragraph, the CONTRACTING PARTY shall be responsible for ensuring compliance with these GC, for this purpose being responsible to PThost4u and third parties.

j) - The CONTRACTING PARTY undertakes to identify itself whenever accessing PThost4u services, using the identifiers assigned by PThost4u, specifically the PT; PG; IP and PIN

k) - The CONTRACTING PARTY undertakes not to use the identifiers assigned to another CONTRACTING PARTY under any circumstances.

### 3 - Obligations Incumbent upon PThost4u

3.1 - After the service is has been subscribed to by the CONTRACTING PARTY, PThost4u will, in a short time, send an email with the service data and payment information, which shall be construed as a declaration of acceptance of the CONTRACTING PARTY's subscription.

3.2 - After the creation of the PThost4u client form will send the CLIENT data access reserved area myPThost4u, being always equal login to the email indicated by the contractor, then:

a) - The CONTRACTING must enter in your reserved area to check the details of your customer form proceeding if these may be due, the necessary changes.

b) - Three days ware on sending / receiving email indicating the data access myPThost4u, the data of the client plug consider will be confirmed and will become effective for the purposes of billing, title and authorized email addresses.

3.3 - PThost4u undertakes to activate the service contracted within some hours (usually 24 working hours) of full compliance with the formalities required in relation to payments (cf. Articles 6.14; 6.15 and 6.16), unless prevented by force majeure or any circumstances beyond PThost4u's control.

3.4 - The PThost4u gives the contractor a username and password for access to the subscribed service, which will be sent by email to the primary email address at the time of commencement of the service.

3.5 - To promote the connection of their servers to the Internet as a way to operationalize the display of the CONTRACTING PARTY's content. Or, in the case of other services, to act accordingly in order to allow normal use of the service contracted by the CONTRACTING PARTY.

3.6 - To manage the environment in which the server is located that hosts the CONTRACTING PARTY's content, as well as any other equipment in accordance with the procedure for the service in question.

3.7 - In the case of hosting services, to identify any problems causing interruption in data communication, over TCP/IP, between the PThost4u server that hosts the CONTRACTING PARTY's content and the Internet.

3.8 - In the case of hosting services, to provide an IP address or hostname that allows 24/7 connection to the server that hosts the CONTRACTING PARTY's content.

3.9 - When it happens that a server is unable to operate because of the need for technical servicing, and this may disrupt the services currently contracted, PThost4u undertakes to carry this out as soon as possible, minimising service downtime.

3.10 - In the cases outlined in 3.8, PThost4u undertakes to notify the CONTRACTING PARTY, by email, to the authorised email, within a reasonable time, except for reasons of force majeure or justified emergency.

3.11 - When so agreed, PThost4u undertakes to operate the Backup procedure for the last ten days in order to be able to provide updated security copies, unless prevented from doing so by force majeure or any circumstances beyond PThost4u's control.

3.12 - O employ its best efforts to enable the system to block unauthorised and harmful access to the server on which the CONTRACTING PARTY's Content is hosted.

3.13 - To provide the CONTRACTING PARTY with adequate technical assistance to respond swiftly to any requests or queries. Provided that the request for assistance is reasonable, and to the extent that it is possible to provide.

#### 4 - Responsibilities:

4.1 - The CONTRACTING PARTY Acknowledges and Accepts:

a) - The privacy policy that is published on PThost4u page.

b) - The impossibility of ensuring continuous use without interruption and completely free from unauthorised use.

c) - It may happen that the server is unable to operate and that this may lead to a breakdown of services and loss of or damage to content.

4.2 - Whereby, as far as the cases referred to in subparagraphs a and b of paragraph 5.1 are concerned, to the extent permitted by law, PThost4u limits its liability.

4.3 - PThost4u is not required to configure or provide any service not expressly provided for in the service proposal.

4.4 - PThost4u may not be held liable for any losses (direct, indirect or consequential) or damage arising from the assistance required by 3.12, either due to the way in which it was provided, recommended or not provided, except as laid down by law.

4.5 - PThost4u shall not be liable for any loss or damage caused by misuse of usernames and passwords, which, once provided to the CONTRACTING PARTY, become its full responsibility, as stipulated in 2.2 g), h) and i).

4.6 - PThost4u disclaims any obligation to provide assistance or any kind of technical support and clarification to customers of reseller CONTRACTING PARTIES, since the service is provided to the CONTRACTING PARTY and not the end consumer.

4.7 - Any kind of damages, losses or loss of future earnings that may result from defective service delivery, even if PThost4u's responsibility, are not reimbursable to the reseller CONTRACTING PARTY's customer.

4.8 - PThost4u shall not be liable for any dispute in which the CONTRACTING PARTY is a party against any third party due to the direct or indirect use of the Service. In particular, it shall accept no liability for any irregularities arising from the use of the name(s) of the domain(s).

4.9 - PThost4u shall not be liable for any claims made by third parties that the domain names registered (or the registration of which has been requested) by PThost4u violate or breach any rules or restrictions imposed by law regarding the registration of brands and companies.

4.10 - PThost4u disclaims any liability if at any time, at its discretion, it discloses information necessary to comply with any law, regulation, court order or public order and, in whole or in part, edits, refuses to put online or removes the CONTRACTING PARTY's information or content.

4.11 - PThost4u shall not be liable under these GC, or in extra-contractual terms, for any loss or damage (including loss or damage arising naturally in the course of events) including, without limitation, loss of future earnings, loss of reputation, or any other financial loss or damage arising out of or related to:

a) Any acts, omissions, failures or delays occurring without negligence or wilful misconduct on the part of PThost4u, or when the good provision of the service is subject to influence by external circumstances beyond PThost4u's control;

b) Failure of a Registration or failure of servers for reasons of force majeure.

4.12 - With these GC, PThost4u does not limit the liabilities imposed on it by Law No. 24/96, or any other liability which under law cannot be limited.

4.13 - PThost4u shall be liable for any loss and damages arising from defective provision of its services or breach of duties undertaken in these GC and measures stipulated by law.

## SLA - Monthly availability - Connectivity and power

Availability objective: 99.90%

Latency - monthly averages:			Punishment about monthly	
Local	Round Trip max.	Packet loss max.	Availability	Credit
Portugal (via Giga PIX)	10ms	0,5%	< 99,9% a 99,50%	5%
Portugal (PT)	10ms	0,5%	99,49% a 99,00%	10%
Western Europe	40ms	0,5%	98,99% a 98,00%	15%
Europe	60ms	0,5%	97,99% a 95,00%	30%
EUA	130ms	0,5%	94,99% a 90,00%	50%
-	-	-	89,99% a 80,00%	75%
-	-	-	< 79,99	100%

## 5 - Costs and Payment Methods:

5.1 - The price of the services covered in these GC are specified in the price lists shown on PThost4u's page for each subscribable service respectively.

a) Following the precepts by law, PThost4u enables the possibility of CONTRACTOR view all inclusive of VAT, for that this will only have to trigger this display option on the PThost4u site footer.

b) Under the law, VAT will be applied to the legal rate, to all residents CONTRACTING in Portugal and fiscal data issued by the Portuguese government, as well as to all residents end users in the EU space, and payment advices and invoices are issued in Euros.

5.2 - PThost4u reserves the right to reasonably update the prices referred to in the preceding subparagraph, sending fifteen days' advance notice about the amendment to the primary email address.

5.3 - Should the CONTRACTING PARTY not accept the price amendments, it may use its right of termination pursuant to item 2.2 k).



5.4 - The time of service provision begins to run from the time of activation by PThost4u and ends on the date specified respectively in the CONTRACTING PARTY's customer area.

5.5 - PThost4u undertakes to send payment reminders by email to the authorised/primary email, duly in advance of the expiry date indicated in the CONTRACTING PARTY's customer area (cf. 5.4).

5.6 - Payments must be made before the expiry date indicated in the CONTRACTING PARTY's customer area (cf. 5.4).

5.7 - After the deadline of the contractor's client area for the respective payment of the grant PThost4u service within 48 hours, elapsed which will be sent a final warning to inform that the service is suspended or suspension.

5.8 - After sending the notice referred to in paragraph 5.7, without the contractor proceed with payment, the service will be suspended.

5.9 - Predicting the cases in which the CONTRACTING intends to reactivate the service, PThost4u maintain the suspension for as long as the service type allow, that before being given their final order cancellation, preventing, thereafter, its reactivation. In the case of dedicated servers, vps, cloud servers and services are permanently removed eight days after the expiration date.

5.10 - If the CONTRACTING requires the PThost4u the reactivation of the suspended service payment is related to the date that should have been initially provided and not the date of application for its reactivation.

5.11 - Once elapsed time mentioned in section 5.9, the PThost4u reserves the right to cancel the service and disposal of the contents.

5.12 - After payment by the CONTRACTING of the service contracted, the PThost4u available to the CONTRACTING the respective Invoice. The PThost4u will be pleased still, in extraordinary and duly justified cases, do it in advance in the invoice payment that will also be valid as a receipt upon receipt and join the respective proof of payment.

5.13 - The PThost4u send the CONTRACTING a warning email to the email address authorized as soon as the accounting document is available.

5.14 - For the PThost4u to fulfill the points 5.12 and 5.13, the Contractor shall keep your data contact and billing duly and properly updated and as 2.2 point d).

5.15 - For PThost4u the holder of the service is registered in myPThost4u.

5.16 - The invoice will be issued to the holder of the service, according to the enrolled in myPThost4u, and now so the contractor assumes responsibility for checking the consistency of this data and its conformity with the truth.

5.17 - PThost4u exempt from the obligation to cancellation / re-issuance of tax documents if they have been issued within the law and have not been claimed within a maximum period of 15 continuous days after the date of issue.

5.18 - In cases where the service is billed in several name of the payment holder, but as inscribed in the client area, under 5:17, the PThost4u reserves the right not to refuse the cancellation of the tax document as not to recognize the holder pays any right of ownership of the service.

5.19 - When occurs the provisions of 5.18, from the paying holder claim management services, PThost4u, reserves the right to grant, once notified the contractor to the authorized / home email, this does not make it valid and reasoned opposition within five business days.

5.20 - When the third plaintiff will claim legitimate ownership of a service upon presentation of proof that the PThost4u understand enough, this ownership, the PThost4u reserves the right to grant the management and / or right to renew the service once notified the contractor for the authorized / home email, this does not make you valid and reasoned opposition in five working days.

5.21 - Ended the 5 working days provided to the contractor of the opposition in 5.19 and 5.20, the PThost4u, reserves the right to grant the management of the service and / or right to renew the third claimant if the opposition is not properly grounded and valid, or the CONTRACTING does not respond.

5.22 - When PThost4u is notified or realize a payment for renewal or subscription to a service will accept it regardless of the holder of the payment or may not correspond with the holder entered in the customer area as CONTRACTING.

5.23 - The application or changing action of CONTRACTING data in the customer area for providing services to third person, means the reading and acceptance of CG and special gifts by accepting this assignment.

5.24 - As provided in 5.33 there will be no rectification of previously issued tax documents on behalf of the transferor CONTRACTING.

5.25 - In cases where there is the transfer provided for by the transferor 5:23 CONTRACTOR, by changing the client file data will lose any right or ownership of the service from the PThost4u.

5.26 - To CONTRACTING dealers who choose to transfer their customers directly to PThost4u, it will be done by passing the registered ownership in customer records to the very end of the reseller client.

5.27 - Under 5.26, this transfer is made in accordance with established private agreements, and regardless of the agreed PThost4u is not responsible for:

a) - Damages, losses, or resolution of preexisting problems, or for unforeseen, arising from the provision of contractor dealer service, well founded.

b) - Renewal of services that were not paid before the due date or in advance.

c) - Ensure special treatment or individualized previously provided by the contractor reseller to end customer dealer.

5.28 - When there is transfer under 5:26, the PThost4u can not be triggered in court by any breach of contract arising from the previous relationship between CONTRACTING dealer and end customer dealer, as well as for any damage, loss or lost profits that may arise from this failure.

5.29 - The reseller CONTRACTING understand and accept that the act of transfer as 5.26, is obliged to give expressly to meet their end customers the terms do 5.26, 5.27 a), b) and c), 5.28, 5.29, 5.30, 5.31, 5.32 and 5.33.

5.30 - The reseller CONTRACTING assumes responsibility for its end customers assigned under 5:26, read and accept these CG and other compulsory supplementary annexes as well as the dates and renewal values of the assigned services.

5.31 - For creating the client file under 5:26 and subsequent notification of the final customer dealer about this, it is understood that he read and accept our CG and other attachments Additional mandatory.

5.32 - Under 5.26, truth fulness, compliance and availability of data for creation of the given customer record is the sole responsibility of the contractor dealer. Since the end customer assigned, you will be notified of the creation of this form and in accordance with 3.2.

5.33 - So under 3.2 a) and b) the end customer will have given regulation time to make changes or corrections to the data provided by the contractor retailer, after which the data will be considered confirmed.

5.34 - Having the contractor any amount available in your current account, and has not disabled the option to renew for current account, all services will be charged directly renew the current account over the value available.

## 6 - Law and Jurisdiction:

### 6.1 - ommunications:

a) - For purposes of citation in legal action, specifically designed to fulfil financial obligations arising from the subscription to this service, the parties agree the address indicated on the online/customer area application form.

b) - For purposes of citation in legal action, specifically designed to fulfil financial obligations arising from the subscription to this service, the parties agree the address indicated on the online/customer area application form.

c) - The CONTRACTING PARTY may desist from the service for any reason, provided that this is done in the terms set forth in 3.2 d). Except in legally safeguarded circumstances, the law governing which expressly provides otherwise.

d) - Where the CONTRACTING PARTY effects the respective payment for the service, this is deemed to be automatically renewed for the time corresponding to the amount provided

e) - PThost4u may refuse any subscription to a service without being obliged to justify such refusal.

f) - PThost4u reserves the right to submit changes to these conditions at any time, notifying the CONTRACTING PARTY by email.

g) - The amendments referred to in 7.1 f) shall only take effect for services subscribed to or renewed after its publication on PThost4u's page.

## 6.2 – Law and Jurisdiction:

a) - PThost4u shall not be subject to any obligation to monitor the information that the CONTRACTING PARTY transmits or stores through its intermediation, nor can it be liable for it, pursuant to Decree Law No. 7/2004 of 7 January.

b) - In accordance with Decree Law 143/2001, the CONTRACTING PARTY may exercise the right of cancellation up to 14 days after commencement of the provision of the service.

c) - In the case referred to in 6.2 b), maintenance of the contract in relation to the defective part shall be subject to the supplementary rules applicable, using, if necessary, the rules of legal business integration, as stipulated in article 16/2 of Decree No. 446/85 of 25 October.

d) - Where use is not made of the provisions of 4.2 b), or where their use results in an imbalance of benefits seriously damaging to good faith, pursuant to article 14 of Decree Law No. 446/85, 25 October, the regime of the reduction of legal transactions shall take effect.

e) - To settle any dispute so provided, the interim solution to disputes laid down in article 16 of Decree Law 7/2004 of January 7 should be respected.

f) - For the resolution of disputes entres the parts that can not be resolved according to 6.2 d) should be considered only as a competent court of the district of Faro.

g) - The provision of the service is governed by these GC and other applicable Portuguese law.