

ServerFloor Terms of Service

1. Acknowledgement and Acceptance of Terms of Service

ServerFloor ("Service"), which is owned and operated by dotBlue ("Company") registered in The Netherlands, is provided to you ("Customer") under the terms and conditions described in this document ("ServerFloor TOS") and/or any other rules or policies in effect by Company. ServerFloor TOS supersedes all prior agreements between Company and Customer regarding the subject matter contained in the ServerFloor TOS. ServerFloor TOS may be changed at any time by Company without prior notice. The latest version of ServerFloor TOS is available for reading and downloading at <http://www.serverfloor.com/termservice/>. BY USING OUR SERVICE YOU AGREE WITH AND ARE BOUND BY ALL THE TERMS AND CONDITIONS OF THE SERVERFLOOR TOS. Failure to comply with the terms and conditions described in the ServerFloor TOS may result in the cancellation of your subscription, effective immediately.

2. Description of Service

Service, owned and operated by Company, consists of a periodic monitoring of one or more Internet servers or domains ("Infrastructure") owned by Customer and notifies Customer of certain events occurring in the monitored Infrastructure. Events may include, but are not limited to, failure or recovery of Infrastructure, changes to Infrastructure and listings of Infrastructure in public Internet resources. Events are defined by Customer in his/her account. Notifications ("Alerts") are sent through e-mail and SMS (Mobile Text Messaging). Customer must correctly provide all required account information to use Service. Customer must immediately inform Company of any changes to his/her account information when applicable.

3. Modifications to Service

Company reserves the right to modify or discontinue the Service (including all of its parts and pricing) either temporarily or permanently at any time with or without notice. Company is not liable to Customer or any other third party for any of these modifications to Service.

4. Account and Security

Customer is entirely responsible to maintain the confidentiality of their account and the password belonging to the account. If Customer learns that the password has been compromised, notify Company immediately at [security \[at\] serverfloor \[dot\] com](mailto:security@serverfloor.com).

5. Termination of your account

Company may terminate Customer's account at any time for any reason, including but not limited to, violation of the letter or spirit of the ServerFloor TOS. Company reserves the right to bar Customer from any access to Service. Company is not liable to Customer or any other third party for termination of your service. Customer may terminate his/her account at any time, account will be terminated at the end of the current month. Termination of the account is

accomplished by sending a signed termination letter to dotBlue at info@dotblue.nl or by fax at +31 (0)84 8382042.

6. Payment and Billing

The cost of using Service depends on the Service features chosen by Customer during registration. Internet access is required to use Service but is not included in its services offering. Service features may be listed as packages or as add-ons on packages. Payment is due within 14 days after registration. Payment may be done through using the PayPal Inc. services (full payment processing, including payment by CreditCard), iDeal or wire transfer (last 2 options only available to customers with a bank account located in The Netherlands which supports the use of iDeal or wire transfer). A small fee may be charged for payment processing but will be shown to Customer before subscribing if applicable.

7. Use of Customer's Company Name in marketing communications

Company has the right to use the company name of Customer as a reference in marketing communications. Customer may decline this right by opting-out through an e-mail sent to info[at] serverfloor [dot] com.

8. DISCLAIMER

CUSTOMER AGREES THAT USE OF SERVICE IS AT THE CUSTOMER'S SOLE RISK. SERVICE IS PROVIDED ON AN "AS AVAILABLE" BASIS. COMPANY MAKES, WITHOUT LIMITATION, NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE, SECURE, ACCURATE OR RELIABLE AND/OR WILL MEET YOUR EXPECTATIONS.

COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED.

9. INDEMNITY

CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS FROM ANY CLAIM OR DEMAND: COMPANY AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, RESELLERS OR ANY OTHER PARTNERS. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL HIS/HER ACTIONS WHILE USING SERVICE.

10. LIMITATION OF LIABILITY

CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT AND INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE USE OR INABILITY TO USE SERVICE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR FROM UNAUTHORIZED USE OF CUSTOMER'S ACCOUNT OR DATA.

11. Dispute

The ServerFloor TOS shall be governed by the substantive law of The Netherlands. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be solved in the court of Haarlem in The Netherlands within 2 months after the dispute, controversy or claim, otherwise it is agreed that such cause of action is permanently waived and the parties charged shall be forever released of all liability.

The ServerFloor TOS should be read to the spirit of the ServerFloor TOS and not to the letter of the ServerFloor TOS.