



General Hosting Terms of Service

This Cloud 360 Terms of Service (the "Agreement") contains the terms and conditions that govern. Your access to and use of the Product and Service Offerings ("Services") and is an agreement between Three Sixty Interactive ("360") and you or the entity you represent ("Customer or You"). This agreement takes effect when you click an "I Accept" button or checkbox presented with these terms, or when you click on "Order" button, or when you use any of the Services (the "Effective Date"). You represent to us that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity. You acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the 360 Website.

This agreement subject to change without notice at any time.

Overview of the Agreement

- A. 360 does not allow pornographic material.
- B. 360 does not allow unsolicited email and requires opt-in list managers to include at least one single action method of unsubscribing in each email. We reserve the right to limit incoming or outgoing email at any time.
- C. 360 reserves the right to terminate your account at any time without a refund. Reasons for termination include, but are not limited to:
 - i. Abuse of the machines - either intentional or due to improper coding
 - ii. Committing or Promoting any type of illegal activity including fraud, mail bombing, denial of service attacks, storing and/or housing and/or linking to illegal content, including but not limited to, "warez", "hacking"/"cracking"/"key generators".
 - iii. Use of 360 Services in any manner in violation of any state, local or international law, rule or regulation for illegal drugs, gambling, loan and/or obscene materials.
 - iv. The Services to misappropriate or infringe the patents, copyrights, trademarks or other intellectual property rights of any third party.
 - v. If found at any time your site has pornography and/or nudity of any kind, including but not limited to, adult pornography, Anime, child pornography, "adult content" and/or the written word of a sexual nature.
 - vi. Use of ad-servers attempts to circumvent quota system owned by 'nobody', certain podcasting sites, and use of torrent software, proxies, excessive resource usage or 'core dumping'.
 - vii. Attempts to circumvent any of our security policies, procedures or systems.

1. Term of Agreement; Modification

You agree that 360 may modify this Agreement and the Services it offers to you from time to time. You agree to be bound by any changes 360 may reasonably make to this Agreement when such changes are made. If you have purchased Services from 360, the terms and conditions of this Agreement shall continue in full force and effect as long as you take advantage of and use the Services. By continuing to use the Services after any revision to this Agreement or change in services, you agree to abide by and be bound by any such revisions or changes.



Unless sooner terminated pursuant to other terms of this Agreement, and except as otherwise provided in this Agreement or other Supplemental Agreement, this Agreement shall be for an initial term of one month and shall be automatically renewed each month for additional one month period.

A. Special Promotion Terms

If you have subscribed to the Services via special campaigns or promotions, the special Terms and conditions of the respective campaigns or promotions (“Campaign Terms & Conditions”) shall prevail in the event of conflict between the terms and conditions of this Agreement and the Campaign Terms & Conditions, unless expressly provided in the Campaign Terms & Conditions.

2. Accepted Use Policy

360’s Accepted Use Policy (“AUP”), which is incorporated herein by reference, is applicable to all Services. You should use all Services for lawful purposes only. You agree to maintain Your Website in full compliance with the terms and conditions set forth in the AUP. By using any Services, you agree:

- A. Not to violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
- B. Not to transmit any unsolicited commercial or bulk email, not to be engaged in any activity known or considered to be spamming or Mail Bombing.
- C. Not to make any inappropriate communication to any Newsgroup, Mailing List, Chat Facility, or another Internet Forum.
- D. Not to make, attempt or allow any unauthorized access to 360 website, servers, your own hosting account or the account of any other customers of 360.
- E. Not to allow any remote code execution of malicious software through the hosting account provided by 360.
- F. Not resell the Services or otherwise provide the Services to anyone unless permitted by 360.
- G. Not to cause a denial of service attacks, port scans or other endangering and invasive procedures against 360 servers and facilities or the servers and facilities of other network hosts or Internet users.
- H. Not to forge the signature or other identifying mark or code of any other person or engage in any activity to attempt to deceive other persons regarding the true identity of the User.
- I. Not to use 360 services to host any website, other content, links or advertisements of websites that: infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party information; contain nudity, pornography or other content deemed adult related; profess hatred for particular social, ethnical, religious or other group; contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of a computer or a person's property; contain warez; contain any kind of proxy server or other traffic relaying programs; promote money making schemes, multi-level marketing or similar activities; contain lottery, gambling, casino; contain torrent trackers, torrent Portals or similar software; violent or encouraging violence.
- J. not to upload unacceptable material which include: IRC bots, warez, image, file storage, mirror, or banner-ad services, top sites, streaming, Escrow, misleading advertisement, High Yield Interest Programs (HYIP) or related sites, investment sites (FOREX, E-Gold Exchange, etc.), bitcoin miners, a sale of any controlled substances without providing proof of appropriate permit(s) in advance, Auto Surf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rig’s, hate sites, hacking focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts.



- K. Not to engage in or to instigate actions that cause harm to 360 or other customers. Such actions include, but are not limited to, actions resulting in blacklisting any of Our IPs by any online spam database, actions resulting in DDOS attacks for any servers, etc. 360 reserves the right to refuse service to anyone upon our discretion. Any material that in 360 judgment, is either obscene or threatening is strictly prohibited and will be removed from 360 servers immediately with or without prior notice and may lead to a possible warning, suspension or immediate account termination with no refund. You agree that we have the sole right to decide what constitutes a violation of the acceptable policy use described above as well as what is the appropriate severity of any corrective action to be applied. In the event that a violation of Our AUP is found, 360 will take corrective action at our own discretion and will notify you. 360 decision in such case is binding and final, and cannot be a subject of a further change. 360 cannot and shall not be liable for any loss or damage arising from our measures against actions causing harm to 360 or any other third party. We have the right to terminate each and any hosting account that has been suspended for any reason for more than 14 calendar days after the suspension date unless You has taken corrective measures to remove the initial suspension threat or violation. Any backup copies of the hosting account will be permanently deleted upon termination and no refund will be due. 360 will not be liable for any loss or damages in such cases.

At its discretion, 360 can remove any content we determine to be prohibited by this agreement or our Terms and Conditions. No backups will be kept of removed content.

3. Customer's Representations and Warranties

- A. Customer hereby represents and warrants to 360, and agrees that Customer will ensure that:
- i. You maintain accurate information by providing updates to 360, as needed, while you are using the services. You agree you will notify 360 within five (5) business days when any change of the information you provided as part of the application and/or registration Process changes. Failure by you, for whatever reason, to respond within five (5) Business days to any inquiries made by 360 to determine the validity of the information provided by you will constitute a material breach of this agreement. If you provide any Information that is inaccurate, not current, false, misleading or incomplete, or if 360 has Reasonable grounds to suspect that your information is inaccurate, not current, false, Misleading or incomplete, 360 has the absolute right, in its sole discretion, to terminate Its Services and close your account.
 - ii. Customer is the owner or valid licensee of the Customer Content and each element
 - iii. Thereof, and Customer has secured all necessary licenses, consents, permissions,
 - iv. Waivers and releases for the use of the Customer Content and each element thereof,
 - v. Including without limitation, all trademarks, logos, names and likenesses contained Therein, without any obligation by 360 to pay any fees, residuals, guild payments or other Compensation of any kind to any Person;
 - vi. Customer's use, publication and display of the Customer Content will not infringe any Copyright, patent, trademark, trade secret or other proprietary or intellectual property The right of any person, or constitute a defamation, invasion of privacy or violation of any A right of publicity or any other right of any person, including, without limitation, any Contractual, statutory or common law right or any "moral right" or similar right however Denominated;
 - vii. Customer will comply with all applicable laws, rules and regulations regarding the Customer Content and the Customer Web site and will use the Customer Website only for lawful purposes; and
 - viii. Customer has used its best efforts to ensure that the Customer Content is and will at all Times remain free of all computer viruses, worms, Trojan horses and other malicious Code.
- B. Customer shall be solely responsible for the development, operation, maintenance and support of Customer's web site, online store and electronic commerce activities, for all products and



- services offered by Customer or appearing online and for all contents and materials appearing online or on Customer's products, including, without limitation
- i. the accuracy and appropriateness of the Customer Content and content and material appearing in its store or on its products,
 - ii. Ensuring that the Customer Content and content and materials appearing in its store or On its products do not violate or infringe upon the rights of any person, and
 - iii. Ensuring that the Customer Content and the content and materials appearing in its store or on its products are not defamatory or otherwise illegal. Customer shall be solely responsible for accepting, processing and filling customer orders and for handling Customer inquiries or complaints. Customer shall be solely responsible for the payment or satisfaction of any and all taxes associated with its website and online store.
- C. Customer grants 360 the right to reproduce, copy, use and distribute all and any portion of the customer Content to the extent needed to provide and operate the Services.
- D. In addition to transactions entered into by Customer on Your behalf, Customer also agrees To be bound by the terms of this Agreement for transactions entered into on Customer's Behalf of anyone acting as Customer's agent and transactions entered into by anyone who Uses Customer's account, whether or not the transactions were on Customer's behalf.
- E. Customer is solely responsible for making backup copies of the Customer Web site and Customer Content.
- F. 360 exercises and accepts no responsibility for, User Content or the content of any Information passing through 360's computers, network hubs and points of presence or the Internet. 360 does not monitor user Content. However, you acknowledge and agree that 360 may, but is not obligated to, immediately take any corrective action in 360's sole Discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the Terms of this Agreement. You hereby agree that 360 shall have no liability due to any corrective action that 360 may take.
- G. Customer shall, prior to reporting a Service failure or problem, carry out all necessary steps to determine the cause of the Service failure or problem.
- H. 360 and its affiliates are not responsible for unauthorized access to your account. You shall Contact us immediately if you believe an unauthorized third party may be using your Account or if your account information is lost or stolen.
- I. 360 may offer certain in-house or third party products and services, and 360 does not make Any representations or warranties regarding, and is not liable for, the quality, availability, or Timeliness of goods or services provided by a third-party provider. You undertake all Transactions with these third-party providers at your own risk. We do not warrant the Accuracy or completeness of any information regarding third party providers. 360 is not an Agent, representative, trustee or fiduciary of you or the third party provider in any Transaction.
- J. You agree to not alter or modify the software. You agree you are not authorized to combine the software with any other software program, create derivative works based upon the Software, nor are you authorized to integrate any plug-in or enhancement which uses or relies upon the software. You further agree not to reverse engineer, decompile or otherwise Attempt to uncover the source code. 360 reserves all rights to the software. The software and any copies you are authorized to make are the intellectual property of 360. The source Code and its organization are the exclusive property of 360 and the software is protected by Copyright law. Except as expressly provided for in this section, this agreement does not Grant You any rights in the software and all rights are reserved by 360.



4. Storage and Security

- A. At all times, Customer shall bear the full risk of loss and damage to your server and all of your Server content. You are entirely responsible for maintaining the confidentiality of your Password and account information. You acknowledge and agree that you are solely responsible for all acts, omissions and use under and charges incurred with your account or Password or in connection with the server or any of your server content displayed, linked, Transmitted through or stored on the server. Customer shall be solely responsible for Undertaking measures to:
- i. prevent any loss or damage to your server content;
 - ii. Maintain independent archival and backup copies of your server content;
 - iii. Ensure the security, confidentiality and integrity of your server content transmitted Through or stored on 360 servers; and
 - iv. Ensure the confidentiality of your password. 360's servers are not an archive and 360 shall have no liability to you or any other person for loss, damage or destruction of any Of Your content. The Services offered by 360 is not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be utilized as Such without further compliance activity. 360 shall have no liability to you or any other Person for Your use of 360 Services in violation of these terms.

B. Large Disk Usage Account

360 reserves the right to remove shared hosting accounts that exceed Fifty (50) GB disk Usages of our backup system.

C. Unlimited

360 does not set a limit or cap on the number of resources a single Customer can use. In Good faith and subject to these Terms, 360 makes every commercially reasonable effort to Provide its Customers with all the resources needed to power their websites successfully. 360's offering of "unlimited" services is not intended to allow the actions of a single or few Customers to unfairly or adversely impact the experience of other Customers.

In a shared hosting server, multiple Customer websites are hosted on the same server and share server resources. 360's service is designed to meet the typical needs of small Business and home business website. It is NOT intended to support the sustained demand Of large enterprises, internationally based businesses, or non-typical applications better Suited to a dedicated server.

360 will make every commercially reasonable effort to provide additional resources to Customers who are using their website(s) consistent with these Terms, including moving Customers to newer and bigger shared servers as necessary. However, in order to ensure a Consistent and quality experience for all Customers, Shinjiru does place automated Safeguards to protect against any one site growing too quickly and adversely impacting the System until 360 can evaluate said sites resource needs. Accounts with a large number of Files (inode count in excess of 100,000) can have an adverse effect on server performance. Similarly, accounts with an excessive number of MySQL/PostgreSQL tables (i.e., in excess Of 1000 database tables) or of database size (i.e., in excess of 3GB total MySQL/ PostgreSQL usage per account or 2GB MySQL/PostgreSQL usage in a single database) Negatively affect the performance of the server. 360 may request that the number of files/ Inodes, database tables, or total database usage be reduced to ensure proper performance or may terminate the Subscriber's account, with or without notice. Apart from this, all shared Hosting plans are set with an hourly sending limit of not more than 200 emails within a given hour. This policy is important to prevent spamming activities either deliberate or through poorly secured computers that are hacked for sending spamming emails.

Unlimited Domain Hosting. 360 does not set arbitrary limits on the number of domain names



A Customer can associate with the Customer's web hosting account. However, 360 reserves The right to limit processor time, bandwidth, processes, or memory in cases where it is Necessary to prevent negatively impacting other Customers.

D. Inodes

Maximum Inodes limitation as below:

FREE Account: 50,000

Share Hosting Account: 100,000

Cloud Hosting Account: 200,000

Accounts found to be exceeding 80% of inodes limitation will automatically be sent a Reminder. If the account hit 100% of the inodes limitation on above-mentioned hosting Account, an auto suspension will be imposed.

E. On Board Backup

On Dedicated Servers with the onboard backup option, you are paying for the additional Disk drive only. 360 will provide and install the backup script for you upon request, but the Running of con jobs and services is your responsibility. The backup script can be set up to Generate a daily email with results to assist you in monitoring. For mission-critical data, 360 Highly recommends higher quality off-server backup services than what an onboard backup Drive can provide. Doing periodic local backups is also highly recommended and a prudent Business practice.

F. Fully Managed Backup

You may choose to subscribe to additional fully managed Backup Service provided by 360. The specific terms and prices are as per described on 360 Website.

G. Other Backup

You are responsible for properly configuring and using the Services and taking your own Steps to maintain appropriate backup of your content.

5. Billing and Payment

A. General

Upon submission of the Order and acceptance by 360, you shall pay to 360 a refundable Deposit and other charges, fees and rentals for the Services and/or equipment, as the case Maybe, which shall be at the rates prescribed on the 360 website from time to time and Payable in advance or at such other time in accordance with 360's policy or requirements. The said charges, fees and rentals shall commence from the Effective Date.

B. Service Fees

Company may increase the Service Fees

- i. in the manner permitted in the service description and
- ii. At any time on or after the expiration of the Initial Term.

C. Prepayment

It is your responsibility to ensure that your payment information is up to date and that all Invoices are paid on time. You agree to pay for the Services in advance of the time period During which such Services are provided. Subject to applicable laws, rules, and regulations, Payments received will be first applied to the oldest outstanding invoice in your billing Account.



D. Auto Renewal

Unless otherwise provided, you agree that until and unless you notify 360 of your desire to Cancel the Services, you will be billed on an automatically recurring basis to prevent any Disruption to your Services, using your credit card or other billing information on file with us.

E. Taxes

Listed fees for the Services include all applicable sales, use, revenue, excise or other Taxes imposed by any taxing authority. Any applicable taxes will be added to 360's invoice As a separate charge to be paid by you. All fees are non-refundable when paid unless Otherwise stated.

F. Monthly Service Fees

Fees for service ordered by you shall begin on the date of the initial order and that date Shall serve as the monthly anniversary date ("Anniversary Billing Date") for all future billings Including one time fees, upgrades, additional services, cancellations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary Date of each month.

G. Upgrade Fees

Upgrades ordered on the Anniversary Billing Date will be billed for a full month service and Will continue each month on the Anniversary Billing Date. Upgrades ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as one Time pro-rata charge. Future charges will appear as full monthly fees added to your existing Anniversary Billing Date.

H. Hourly Service Fees

For any services offered by 360 on an hourly basis ("Hourly Services"), you shall specify the Period of time for which the Hourly Services are requested, or cancel at any time. The Minimum period of time for which Hourly Services may be requested is one ("1") hour and Customer will be billed in full hourly increments, and no breakdown by minutes shall be Permitted. Unless otherwise specifically stated in the Terms, Customers who request Hourly Services agree to all terms and conditions in 360 Terms, including but not limited to these Terms and the AUP. You will be billed for Hourly Services and receive any SLA credits, if Applicable, on the Anniversary Billing Date.

I. Additional Service Fees

Additional services, not including Hourly Services, ordered on the Anniversary Billing Date Will be billed for the full month service and will continue each month on the Anniversary Billing Date. Additional services ordered after the normal Anniversary Billing Date will be Pro-rated to the next anniversary date and billed as one time pro-rata charge. Future Charges will appear as full monthly fees added to your existing Anniversary Billing Date.

J. One Time Fees

One time fees, such as setup fees, administrative fees and late fees are due and payable at The time they are incurred, and/or agreed upon in writing or via a ticket with 360's approval. One time fees, such as bandwidth overages and 360 overages are due and payable upon An invoice following the billing cycle in which they are incurred, and are based on standard Rates, or as otherwise agreed upon in writing or via a ticket with 360's approval.

K. Late Payment

All invoices must be paid within fourteen (14) days of the invoice due date. Any invoice that



Is outstanding for more than fourteen (14) days may result in the suspension or termination Of Services. Access to the account will not be restored until payment has been received. If You fail to pay the fees as specified herein, 360 may suspend or terminate your account and Pursue the collection costs incurred by 360, including without limitation, any arbitration and Legal fees, and reasonable attorneys' fees. 360 will not activate new orders or activate new Packages for customers who have an outstanding balance on their account. Dedicated servers are subject to being reclaimed and all content deleted if you fail to make A timely payment. If you make a late payment we do not automatically reactivate the Dedicated servers. Contact 360 directly after you make a late payment to reactivate the Dedicated server.

L. Domain Payments

i. **Domain Registration**

If you choose to register a domain name(s) through 360, you acknowledge and agree That:

- a. You will pay a registration fee(s) to register the domain name(s) with the applicable Domain name registrar.
- b. 360 does not offer refund(s) for domain name registration(s) for any reason, including a misspelling of the domain name.

ii. **None Guaranteed Domain Registration**

360 does not guarantee that it will be successful in its application for the Requested Domain Name.

iii. **Domain Renewal**

360 will renew Your Domain provided that:-

- a) 360 is the delegated domain name administrator, or the appointed reseller or the Invoicing party of Your Domain Name at the scheduled time of expiry; and
- b) You are, at that time, the owner of the Domain Name; and
- c) You request 360 to renew the Domain Name; and
- d) You have paid for the domain name renewal fee to 360.

iv. **Domain Expiration**

Your Domain Name will become expired and may cause your website to become Inaccessible on and after the expiry date if the Domain Name is not renewed on or before the expiry date. You shall renew the domain name at your own cost and Expense. In the event, you failed to renew the domain name and caused the domain Name to be expired or not being able to renew, you shall not make any claim or Compensation from 360.

v. **Domain Redemption Period**

Domain Redemption Period is an extra grace period hold by the registrar. It is imposed By the Registry and was instigated by ICANN in order to allow you a little more time to Renew their domain name(s). To renew a Domain Name that falls under Domain Redemption Period, a Domain Redemption Fee may apply.

vi. **None Guaranteed Renewal**

360 does not guarantee that it will be successful in its application for the Requested Domain Name Renewal of Domain Name that is expired or falls under Domain Redemption Period.

M. Fraud

It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge Cards, electronic funds transfers, electronic checks, or any other payment method. 360 may Report any such misuse or fraudulent use, as determined in 360's sole discretion, to Governmental and law enforcement authorities, credit reporting services, financial Institutions and/or credit card companies.



N. Money Back Guarantee

Your Services may be eligible for the 360's Money Back Guarantee and subject to the Terms Of 360's Money Back Guarantee Policy as published on 360 Website.

O. Transfer of Credit

360 may, at its absolute discretion and at any time, set off, consolidate or combine accounts Or transfer any monies outstanding to the credit of your account with 360 or any of its Related companies of whatever description towards the reduction or discharge of any sum Due to 360 by You under this Agreement.

6. Temporary Suspension

A. 360 may suspend your or any End User's right to access or use any portion or all of the Services immediately upon notice to you if we determine:

- I. You or an End User's use of the Services
 - a. Poses a security risk to the Services or any third party,
 - b. May adversely impact the Services or the systems or Content of any other 360 Customer, or
 - c. May subject us, our affiliates, or any third party to liability;
- II. You are, or any End User is, in breach of this Agreement,
- III. You are delinquent on your payment obligations for more than three (3) days; or
- IV. You have ceased to operate in the ordinary course, made an assignment for the benefit Of creditors or similar disposition of your assets, or become the subject of any Bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

B. Effect of Suspension

If 360 suspends your right to access or use any portion or all of the Services:

- I. you remain responsible for all fees and charges you have incurred through the date of Suspension;
- II. You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as well as application data storage fees and charges, and Fees and charges for in-process tasks completed after the date of suspension;
- III. You will not be entitled to any service credits under the Service Level Agreements for Any period of suspension; and
- IV. 360 will not erase any of Your Content as a result of your suspension, except as Specified elsewhere in this Agreement.
- V. Any such suspension shall not be a breach by 360 of this Agreement.

C. Effect of Suspension

If 360 suspends your right to access or use any portion or all of the Services:

- I. you remain responsible for all fees and charges you have incurred through the date of Suspension;
- II. You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as well as application data storage fees and charges, and Fees and charges for in-process tasks completed after the date of suspension;
- III. You will not be entitled to any service credits under the Service Level Agreements for Any period of suspension; and
- IV. 360 will not erase any of Your Content as a result of your suspension, except as Specified elsewhere in this Agreement.
- V. Any such suspension shall not be a breach by 360 of this Agreement.

D. Post-Suspension Assistance



Unless 360 suspends your use of the Services pursuant to Section 2 (AUP), during the 30 Days following suspension:

- I. 360 will not erase any of Your Content as a result of the suspension.
- II. You may retrieve Your Content from the Services only if you have paid any charges for Any post suspension use of Services and all other amounts due; and
- III. 360 will provide you with the same post-suspension assistance that generally makes Available to all customers. Any additional post-suspension assistance from 360 is Subject to mutual agreement by you and 360 and additional Service Fee may apply.

E. Re-activation Fee

In the event of a suspension, 360 reserves the right to charge you a fee for the Reactivation Of the Services.

7 Third Party Policy

360 does not make any representations or warranties regarding third party software, be it's the quality, availability, or timeliness of goods or services provided by a third party provider. Any transactions or association with the third party is conducted at your own risk. 360 is not an agent, liaison, trustee or fiduciary of you or the third party provider in any transaction.

If by any chance 360 agrees to provide services that are not subscribed by the customer, this is regarded as courtesy service and cannot be construed as corroboration that 360 must commit to provide free support services to a customer. 360 reserves the right to deny providing services requested by the customer with or without providing any reasons to do so, and if any issue occurs directly or indirectly upon the support given, 360 will not be held responsible for the matter.

8. Business Class Plan SLA

After your purchase of a Business Class Plan Account, you may contact Customer Support to Have your physical uptime checked no more than once within a 30-day period. If you're Business Class Plan Server has a physical downtime that is not within the 99.9% uptime you may receive One month of credit on your account. Approval of the credit is at the discretion of 360, Dependent upon the results of the check performed by 360 Customer Support. Third-party Monitoring service reports may not be used for justification, due to a variety of factors, including The monitor's network capacity and reliability. The uptime of the server is defined as the reported Uptime from the operating system and the Apache Web Server which may differ from the uptime Reported by other individual services. If an approved downtime event is reported following a Check your request, you must request your credit within one (1) week of receiving notification of Such a report.

Scheduled downtime for server maintenance is not regarded as downtime for purposes of Relevance for this credit, nor is downtime caused by unavoidable acts of God, nor by third-party Digital or physical attacks on 360 servers and data Centre's, such as direct denial of service (DDoS) attacks, or other forms of hacking. Interruptions in service caused by you from custom Scripting, coding or the installation of third-party applications are likewise not eligible to be Counted against downtime. 360 reserves the right to measure uptime on its own at any time. To request a credit, please create a ticket to our support department or email support@360.my with justification. Uptime guarantees only apply to Business Class Plan Accounts. Dedicated Servers are covered by a network guarantee in which the credit is prorated For the amount of time, the server is down and are not related to our uptime guarantee.



9. Limitation of Liability

EXCLUDING LIABILITY FOR INFRINGEMENT CLAIMS AS DISCUSSED IN SECTION 9 OF THIS AGREEMENT, IN NO EVENT, SHALL CORPORATION BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR BE LIABLE TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, EVEN IF CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Corporation's entire liability under this Agreement for any damages from any cause whatsoever, Regardless of form or action, whether in contract, negligence or otherwise, shall in no event Exceed an amount equal to the price paid for the Services out of which the claim arose.

360 does not guarantee or warrant the availability of the Services or continuous, uninterrupted Or secure access to the Internet.

10. Termination and Cancellation Policy

- A. The initial term of your agreement with 360 shall be as set forth on Your Order Form. The Initial Term shall begin upon commencement of the Services in the Order Form. After the Initial Term, your agreement with 360 shall automatically renew for successive terms of Equal length as the Initial Term unless terminated or cancelled by either party as provided in this section.
- B. This Agreement may be terminated
- i. by either party by giving the other party thirty (30) days prior written a notice
 - ii. By either party is insolvent or takes any corporate action, or other steps are taken or Legal proceedings are commenced for its winding up, liquidation or dissolution (other Than for the purposes of solvent reconstruction on terms approved by the party Proposing to terminate this Agreement) or for the appointment of a receiver, receiver and Manager, official manager, liquidation, provisional liquidator, trustee or similar officer of it Or of any or all of its revenues and assets, or
 - iii. In the event any equipment or combination thereof, including hardware and software Used by 360 in the offering of its Services, become affected in their performance and/or Functionality so as to render it impossible for 360 to continue to provide the Services. In Such event the sole extent of 360 liability shall be the refund of any advance Subscription Fees paid by you for the duration of the interruption prior to termination.
 - iv. By 360 in the event of nonpayment by Customer,
 - v. By 360, at any time, without notice, if, in 360's sole and absolute discretion and/or Judgment, Customer is in violation of any term or condition of this Agreement and Related agreements, AUP, or Customer's use of the Services disrupts or, in 360's sole And absolute discretion and/or judgment, could disrupt, 360's business operations and/or
 - vi. By 360 as provided herein.
- C. If You cancel this Agreement, upon proper notice to 360, prior to the end of the Initial Term Or any Term thereafter,
- i. you shall be obligated to pay all fees and charges accrued prior to the effectiveness of Such cancellation;
 - ii. 360 may (but is not obligated to) refund to you all pre-paid fees for basic hosting Services for the full months remaining after effectiveness of cancellation (i.e., no partial Month fees shall be



- refunded), less any setup fees and any discount applied for Prepayment provided that, you are not in breach of any terms and conditions of this AUP, User Agreement, Spamming Policy or Domain Policy; and/or
- iii. You shall be obligated to pay one hundred percent (100%) of all charges for all Services For each month remaining in the Term (other than basic hosting fees as provided in (ii) above). Any cancellation request shall be effective thirty (30) days after receipt by 360, unless a later date is specified in such request.
- D. 360 may terminate this Agreement, without penalty,
- i. if the Services are prohibited by applicable law, or become impractical or unfeasible for Any technical, legal or regulatory reason, by giving 360 as much prior notice as Reasonably practicable;
 - ii. If 360's relationship with a third party partner who provides software or other technology 360 use to provide the Services expires, terminates or requires 360 to change the way 360 provide the software or other technology as part of the Services,
 - iii. Immediately if 360 determines that Customer's use of the Services, the Website or the Customer Content violates any 360 terms or condition, including this AUP, User an agreement, Spamming Policy, or Domain Policy. If 360 cancels this Agreement prior to The end of the Term for Your breach of this Agreement and related agreements, Including the AUP, User Agreement, Spamming Policy, or Domain Policy or Customer's Use of the Services disrupts our network, 360 shall not refund to you any fees paid in An advance of such cancellation and you shall be obligated to pay all fees and charges Accrued prior to the effectiveness of such cancellation; further, you shall be obligated to Pay 100% of all charges for all Services for each month remaining in the Term and 360 Shall have the right to charge you an administrative fee of a minimum of RM150.00.
 - iv. If 360 believes providing the Services could create a substantial economic or technical Burden or material security risk for 360,
 - v. Without having to give any reason.
- E. On termination of this Agreement, You shall pay 360:
- i. all amounts invoiced to you in accordance with this Agreement and unpaid as at the Termination date together with the interest charged on those amounts; and
 - ii. All amounts incurred by you but not invoiced to you as at the termination date
- F. Upon termination of this Agreement or account termination by you, 360 will de-activate the Server/account on the day you specify the account is cancelled. 360 will not maintain an Archival copy of your Website(s) or files. It is your responsibility to remove any data from the Server prior to the date provided in their cancellation notice

11. Dedicated Servers

- A. 360 reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is your Responsibility to ensure that there is a valid email address and current root password on file for your dedicated server to prevent downtime from forced password resets.
- B. Dedicated servers are NOT backed up by us. It is your responsibility to maintain backups.
- C. Dedicated servers that have invoices outstanding for more than ten (10) days may be Subject to deletion which will result in the loss of all data on the server. 360 will not be liable for any loss of data resulting from such deletion.



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WI No: WI-BS-01.01
Name: Working Instruction Template

12. Law and Jurisdiction

This Agreement shall be governed and construed in all respects in accordance with the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Courts of Malaysia.

13. Force Majeure.

We will not be liable for any delay or failure to perform any obligation under this Agreement Where the delay or failure results from any cause beyond our reasonable control, including acts Of God, fire, flood, theft, labour disputes or other industrial disturbances, systemic electrical, Telecommunications, or other utility failures, earthquake, storms or other elements of nature, Blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.