

TERMS OF SERVICE

By submitting the online order form or by using Endsofttech Web Solutions service, Customer hereby agrees to Endsofttech Web Solutions's Terms of Service (TOS), the Acceptable Use Policy (AUP), and the Privacy Policy (collectively referred to as the "Agreements").

Unless otherwise specified in the Agreements, the usage of "us", "we" and "our" shall refer to Endsofttech Web Solutions and all its parents, subsidiaries, successors and assigns (unless otherwise specified, "Endsofttech Web Solutions" or "EWSHosting" or the "Company" shall have the same meaning and shall be interchangeable). The usage of "you", "your", "they" and "them" shall refer to the Customer of Endsofttech Web Solutions.

You hereby acknowledge that you have read the Agreements and fully understood the contents thereof. You also acknowledge that you agree to the terms and conditions of, and will comply in good faith with the Agreements.

Endsofttech Web Solutions does not tolerate pornography, spamming the internet, phishing and other illegal activities. Endsofttech Web Solutions reserves the right to terminate these kind of websites right away at our discretion to preserve the integrity of the Company and Service.

A. Agreement for Services

1. Endsofttech Web Solutions will provide, and Customer will purchase and pay for, the hosting services (the "Service" or "Services"), according to the service fees specified in the online order form ("Order Form") for the applicable Service Description. Customer acknowledges that the service fees have been communicated to the Customer, and that Customer is aware of all applicable charges as per the Agreements. Customer also understands that no promotional offers will apply to their individual service unless said promotional offers are specified in the TOS.

2. Endsofttech Web Solutions reserves the right to refuse or discontinue service to anyone at its sole discretion.

3. Endsofttech Web Solutions may modify technical specifications applicable to the Services so long as such modifications do not result in any significant changes to the features and functionalities of the Services.

B. Term.

Customer agrees to be bound by the service term selected on the Order Form or via applicable promotional codes that may require Customer to order Endsofttech Web Solutions's Service for a certain minimum period of time ("Term"). Customer agrees to pay, in advance for a one year service term, for hosting services to be rendered while Resellers can opt to pay monthly, quarterly or yearly.

C. Payment.

1. Establishment and provision of Service is contingent upon receipt of payment from Customer to Endsofttech Web Solutions. Customer must pay in full for the Services before Endsofttech Web Solutions shall begin to provide the Services to Customer.

2. Setup fees will be charged and are due at the time of the Customer's initial request of the Services requiring setup.

3. Customer agrees to pay all taxes applicable to the account, and agrees to a no-refund policy, as provided in Clause G below.

4. Renewal notice/Invoice shall be sent to the Customer five (5) days before the expiration of the Term. If prior payment was made by credit card, any renewal or recurring billings shall be charged automatically on the date the invoice is sent. Endsofttech Web Solutions may apply the amount due at any time to the credit card listed on file.

5. Unless otherwise expressly provided, all monetary amounts to which the Agreements refer shall be in Philippine Pesos.

6. Endsofttech Web Solutions payment modes are Paypal, credit cards, bank deposit, checks and cash paid in our office. Read <https://www.ewshosting.net/payment-options/> for details.

7. Except only on the ground of double payment, disputed charges to your credit card issuer, also known as chargebacks, which, in Endsofttech Web Solutions sole discretion, are invalid under the terms and conditions of this Agreement, shall result in Service

suspension or interruption, subject to reconnection fees to restore the desired service. All credit card disputes based on prior payment must be reported within sixty (60) days from the time the fees were charged to the credit card

D. Additional Terms and Conditions for Reselling Our Services.

1. Your account with us allows you to resell our services, subject to all the terms and conditions of your Agreements with us. However, please note that you do not have to resell our services. As long as you comply with all the terms and conditions of your agreement with us, you may simply use our services for your own Web sites and for any lawful purpose. Under no circumstance will you hold yourself out as our agent, employee, joint venturer, partner, or representative.

2. *No Free Services to Be Offered.* You may not use your account or our services to offer any of the following kinds of FREE services: (a) Free web hosting services; (b) Free e-mail services; (c) Free home pages; and (d) Free trial accounts. There are several reasons for these prohibitions on freeservices. If you violate this prohibition on free services, we may suspend or terminate your account immediately, with or without notice, as we in our sole discretion deem necessary to address the situation. The reasons include, but are not necessarily limited to, the following:

a. Free services generally do not require any reliable means of identifying the person who registers for them. As such, it can be practically impossible to track down persons who abuse the free services.

b. Our customers, including our resellers, are all paying for prompt, reliable service and we have built a solid reputation for delivering excellent service to them. We cannot risk having unidentified persons damage our reputation.

c. Users of free services are notorious for registering for free accounts and immediately spamming or otherwise consuming very large amounts of system resources and bandwidth before their accounts are shut down. Such abusers often register for successive or multiple accounts and cause many problems for the servers and network.

d. Spammers, operators of phishing and pharming scams, distributors of spyware, viruses, Trojan horses, worms, and other malware, operators of illegal Warez sites, operators of illegal or unauthorized file-swapping or archive sites, and hackers frequently abuse free online services. Allowing free services would expose our servers to severe abuse and could harm us, all of our Customers, and all the customers of our resellers.

e. Free services lead to various forms of abuses that may violate criminal laws or even foster terrorist activities. Because such abuses violate applicable laws as well as our policies, we must prohibit them.

3. *Resellers' Customers Must Comply with All of our Policies.* You must require your customers to comply with all applicable laws, the Agreements and all of our policies, which are deemed incorporated into your agreements with your own customers. If you fail to do so, we may suspend or terminate both the accounts of your customers and your account, as necessary to protect the security, safety, reliability, integrity, and performance of our servers, data and network.

4. *Reseller's Standards of Conduct.* You must conduct your business with high levels of integrity and fair dealing. You should maintain a reputation for fair dealing and customer service at the highest levels.

5. *Support for Resellers' Customers.* Unless you have purchased an account with us whereby we have explicitly agreed in writing to provide technical support to your customers, you are solely responsible for providing all technical support for your customers, and you agree that you will not direct your customers to contact us for technical support. However, if you have purchased an account with us and we have explicitly agreed to provide end user support to your customers, then we will provide end user support to your customers under Endsofttech Web Solutions banner. Regardless of the type of account you have purchased from us, you are solely responsible for providing your customers with all billing, customer service, sales, and general information support. If you offer training to your customers, you are solely responsible for providing the training to them. You agree that you will not direct your customers to contact us for any billing, customer service, sales, or general information support or for any training.

6. *Your liability to your own customers.* You are solely responsible for terminating or deleting any of the accounts for your customers, and for restoring those accounts when appropriate, and any assistance from us, rendered at our sole discretion, shall not be construed as an assumption of obligation or liability. If any of your customers causes harm to us or to any of our customers or the customers of any of our resellers, then you agree to be liable for that harm and all damages arising from that harm, and we shall not be liable for any mistakes, errors, downtime, or other damages caused by you or any of your customers. If you breach or default on any of your obligations to us under your Agreements with us or any policy contained in that Agreements, you understand and agree that such a breach or default may result in the suspension or termination of your account and hosting privileges with us, and you further understand and agree that you assume all responsibility for the loss of your account and hosting privileges may create negative business, economic, or legal consequences between you and your customers. Moreover, you understand that although Endsofttech

Web Solutions takes several precautions to prevent your clients from seeing our company name, we make no guarantees or warranties that your clients cannot find out about us. You agree to defend, indemnify and hold harmless Endsofttech Web Solutions, as provided in Clause J below. Should your reseller account be suspended or terminated for any reason, and should your client request that hosting be directly handled by us or through another arrangement, you agree to release us from any liability arising therefrom, without prejudice to your obligations under Clause J below.

E. Delinquent Accounts.

1. Failure to pay Invoices due on Hosting Plans and Reseller Plans shall result to the suspension of the Service three (3) days after the due date, and then termination five (5) days after the due date.
2. Endsofttech Web Solutions is not and shall not responsible for data integrity for any accounts that are suspended, interrupted, disconnected or terminated for non-payment of Services.
3. The termination or suspension of the Service shall not relieve you of responsibility for the payment of all accrued service fees, and any collection fees to which Endsofttech Web Solutions may be entitled under the Agreements or under applicable law. Overdue amounts may be turned over to an external agency for collection, in which case you agree to pay to Endsofttech Web Solutions a "Processing and Collection" Fee of not less than One Thousand Pesos (Php 1,000.00) or more than Five Thousand Pesos (Php 5,000.00). Returned checks shall be charged a service fee of Php 1,000.00

F. Account Cancellation.

1. Customers may voluntarily cancel their account at any time, with or without any reasons, subject to the following:
 - a. *Web Hosting and Reseller Plans.* Request for cancellation can be sent anytime to contactus@endsofttech.com.
 - b. *Virtual Servers and Dedicated Servers.* Request for cancellation shall be sent to contactus@endsofttech.com five (5) working days before the renewal date.
 - c. *Colocation.* Cancellation is subject to terms outlined in the colocation contract.
2. You understand and agree that EWSHosting.net does not provide any refunds, pro-rated or otherwise, in connection with cancellations, pursuant to Clause G below. No more charges shall be billed to the account upon cancellation. However, cancellations made on or after the renewal date shall be subject to renewal fees.

G. Refunds and 30-Day Guarantee.

1. Except as explicitly provided in this section, all payments to Endsofttech Web Solutions, including, but not limited to, setup fees and annual fees regardless of usage, **are non-refundable**.
2. Without waiving any of its other rights under the Agreements, Endsofttech Web Solutions offers to its Customers a one-time 30-day money-back guarantee ("30-Day Guarantee") ONLY on fees for hosting services, but NOT including any of the following fees: (a) Setup fees; (b) Fees for domain name registrations; (c) Fees charged for exceeding your allotted disk storage space or bandwidth; (d) SSL certificate fees; (e) Web design fees; (f) Web site marketing fees; (g) Any add-on services, features, software; and (h) Any other fees for services involving a third party. You may not transfer or assign the 30-Day Guarantee to any third party.
3. You are entitled to a maximum of one (1) 30-Day Guarantee. The 30-Day Guarantee applies only to your first order of Web hosting services from Endsofttech Web Solutions, Inc. Changes to your service, including, but not limited to, adding new services, removing services, or changing the type of hosting plan do NOT make you eligible for an additional 30-Day Guarantee. If you have ever previously obtained a refund under the 30-Day Guarantee, whether or not in relation to your existing account, your existing account will be canceled, but no money will be refunded to you.
4. The 30-Day Guarantee may be availed by the cancellation of account within thirty (30) days from the start of the Term, by sending a cancellation request email to contactus@endsofttech.com, as provided in Clause F above. If you do not cancel your account within thirty (30) days of the beginning of your service, your right to the 30-Day Guarantee shall expire forever and may not be revived under any circumstances, without our prior express written approval.

5. You will not be eligible for the 30-Day Guarantee if you violate any of the provisions of the Agreements. You agree that you will not circumvent the restrictions on the 30-Day Guarantee described in this document, or attempt to circumvent those restrictions by any means, including, but not limited to, the following actions:

- a. Creating multiple accounts, using the same customer name or different customer names;
- b. Canceling your account for the sole purpose of obtaining a refund and then registering for a new account;
- c. Organizing multiple business entities or using assumed business names for the purpose of circumventing these restrictions;
- d. Knowingly providing false or misleading information when you register for your account; or
- e. Requesting a refund under the 30-Day Guarantee at any time after you have already received a refund under that guarantee.

H. Violation of Laws

1. Customer represents and warrants to Endsofttech Web Solutions that it has complied, and will comply, with all applicable laws and regulations, of any applicable jurisdiction, including but not limited to the Philippines and the United States of America, and that each party has not engaged in, and shall not engage in, any illegal or improper action, and has not made, and shall not make, any improper payment to influence or effectuate any contracts regarding the Services and/or the Agreements.

2. Customer agrees not to engage in any activity that violates any international or local laws applicable to the Services described in the Agreements. Endsofttech Web Solutions reserves the right to discontinue the provision of Services to any Customer that it deems, in its sole discretion and/or upon notice by the proper party or government authority, to have violated any conditions of the Agreements or applicable laws. Endsofttech Web Solutions will cooperate with all law enforcement agencies in relation to alleged violations of laws.

I. Back-ups and Maintenance.

1. **Customers are responsible for maintaining their own set of back-up files.** Nevertheless, Endsofttech Web Solutions does back-up hosted accounts daily, but these back-ups are intended **solely** for Endsofttech Web Solutions's administrative purposes.

In the event that you need to recover data from a back-up, Endsofttech Web Solutions will use reasonable efforts to restore data to your account from the appropriate back-up. However, this service is not intended to replace or substitute for your own set of back-ups. Endsofttech Web Solutions does not guarantee the availability, completeness, currency or integrity of its back-up files. You understand and agree that Endsofttech Web Solutions's back-up policy does not create, and Endsofttech Web Solutions disclaims any warranties, expressed or implied, for which Endsofttech Web Solutions can be held liable.

Endsofttech Web Solutions does not provide compensation of any kind for lost, inaccurate, incomplete, or outdated data in the event that Endsofttech Web Solutions back-ups do not function properly, regardless of the reason(s) for any such malfunction, even if the malfunction was due to the fault or negligence of Endsofttech Web Solutions or any of its employees or agents, and regardless of whether Endsofttech Web Solutions had been informed of the possibility of such malfunction, or any fault or negligence that might cause it.

Endsofttech Web Solutions does not provide back-up on Virtual Servers, Dedicated Servers and Colocated Servers and back-up responsibility entirely rests on the Customer.

2. Endsofttech Web Solutions may, at its sole discretion, suspend the Services in cases of network or equipment modification, preventive or emergency maintenance, or as may be required under the circumstances or applicable law.

J. Indemnity.

Customer agrees to defend, indemnify and hold harmless Endsofttech Web Solutions, its parents, subsidiaries, officers, employees, agents, successors or assigns, against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which we may become subject and which Losses arise out of, or relate to the Agreements or Customer's use of the Services, and to reimburse us for all legal and other expenses, including reasonable attorneys' fees we incur in connection with investigating, defending, or settling any Losses whether or not in connection with pending or threatened litigation in which we are made a party.

K. Limitations of Liability / Disclaimer.

1. Endsofttech Web Solutions shall not be liable under any circumstances to you or any person claiming through you or any direct, indirect, incidental, special or consequential damages, punitive or exemplary damages, or for any loss of profits, loss of revenue, loss of use, or loss of data resulting from the use of Endsofttech Web Solutions's services by customer or third parties, regardless of the form of action or theory of liability, or any loss of data resulting from delays, nondeliveries, misdeliveries or service interruptions.

2. Endsofttech Web Solutions provides the services and products as is, without warranty of any kind, whether expressed or implied. Endsofttech Web Solutions disclaims all warranties of non-infringement of any third party rights, and disclaims all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Customer shall be solely responsible for the selection, use, and suitability of the services and EWSHosting.net shall have no liability thereof.

3. To the maximum extent permitted by law, Endsofttech Web Solutions disclaims all warranties, representations or other endorsements, expressed or implied, with regard to the information accessed from, or through, this services, the systems which provide it and the Internet. Endsofttech Web Solutions does not assume any liability for the completeness, accuracy, or usefulness of any information disclosed or materials accessed through its services, its systems, its networks, or the Internet.

L. Force Majeure.

Endsofttech Web Solutions shall not be liable or deemed to be in default for any delay or failure in performance of its obligations under the Agreements or other documents, or interruption of Service resulting directly or indirectly from acts of God, civil or military authority, any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority, acts of public enemy, war, terrorism, riot, civil disturbance, insurrection or other violence, explosion or other casualty or accident, fire, explosion, earthquake, flood, the elements, strike or labor dispute, shortage of suitable parts, materials, labor or transportation, magnetic interference, interruption of electrical power or other utility service, unavailability of any telecommunications or wireless service or connection to any telecommunications or wireless service, or any cause beyond the reasonable control of Endsofttech Web Solutions.

M. Abuse of Endsofttech Web Solutions Staff or Support Personnel.

1. Endsofttech Web Solutions takes pride in providing excellent service to all its Customers. It is our policy to treat our Customers with the highest level of respect and courtesy, and, in return, we expect the same respect and courtesy from you. If our staff feels that you are consistently engaging in abusive content toward them, or addressing them in a demeaning or rude manner, your account(s) may be suspended and you may be asked to take your business elsewhere. In the event that we terminate the Service for abusive conduct, customers will be given five (5) days' notice to find a new service provider. We will issue a refund only for the unused portion of pre-paid service.

2. Abusive conduct includes, but is not limited to, the following behaviors: (a) Repeatedly addressing members of our staff in a demeaning or rude manner; (b) Using profanity in any oral or written communications with our staff, by any medium of communication, including but not limited to e-mail, instant messages, chat, text messaging, fax, postal mail, telephone, voice over Internet Protocol (VoIP), or in-person communication; (c) Yelling or shouting at our staff; (d) Deliberately using all capital (uppercase) letters in any written communication to our staff; (e) Insulting our staff because of their personal characteristics, or on the basis of their race, ethnicity, national origin, sex, sexual orientation, religion, or housing or economic status; or (f) Deliberately providing false information to our staff for the purpose of harassing them or wasting their time.

N. No Waiver of Rights by Endsofttech Web Solutions.

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to Endsofttech Web Solutions under the Agreements shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence therein; nor shall the action of Endsofttech Web Solutions in respect of such default or circumstance, or any acquiescence by it thereto, affect or impair any right, power or remedy of Endsofttech Web Solutions in respect of any other default or circumstance, whether similar or not.

O. Governing Law.

The Agreements shall be governed by and construed in accordance with the laws of the Philippines, without regard to choice of law or conflicts of law provisions that would cause the application of the law of another jurisdiction.

P. Notices.

1. *From Endsofttech Web Solutions to Customer.* Endsofttech Web Solutions will notify you by e-mail of any notices that Endsofttech Web Solutions is required to provide to you under this Agreement, at the most current e-mail address you have provided to Endsofttech Web Solutions. By entering this Agreement, you consent to receive notices by e-mail. You are solely responsible for ensuring that Endsofttech Web Solutions has your most current e-mail address, and Endsofttech Web Solutions shall not be responsible for any lost, misdirected, bounced, forwarded, or undeliverable e-mail that Endsofttech Web Solutions sends to the most current email address you have provided to Endsofttech Web Solutions.

2. *From Customer to Endsofttech Web Solutions.* Unless otherwise specified in this Agreement, notices to Endsofttech Web Solutions shall be sent to the following mailing address and email:

Endsofttech Web Solutions
Unit 302 3rd Flr,
17 Vatican City Dr,
Las Pinas, Metro Manila

T: (+63)9179230473
@: contactus@endsofttech.com

Q. Entire Agreement.

1. The Agreements comprises the entire agreement between you and Endsofttech Web Solutions, and supersedes any prior or previous agreements between you and Endsofttech Web Solutions with respect to the subject matter of the Agreements; provided, however, that you agree that you shall be subject to any additional terms and conditions of which Endsofttech Web Solutions notifies you from time to time, pursuant to the Agreements.

2. The Agreements may not be modified orally.

R. Assignment.

Customer shall not assign or attempt to assign its obligations under the Agreements without Endsofttech Web Solutions's prior and express written consent to such assignment. Endsofttech Web Solutions may assign any or all of its rights and obligations under the Agreements at any time without prior notice to or consent of Customer.

S. Arbitration and Venue.

1. Any controversy or claim arising out of or relating to the Agreements or any breach thereof in excess of PhP 15,000.00 shall be settled by arbitration in any competent courts of Quezon City, Philippines.

2. Jurisdiction and venue for arbitration or litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to the Agreements, or the breach thereof, shall be proper only be in Quezon City, Philippines, to the exclusion of all other courts, venues and/or jurisdictions.

T. Severability.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties hereto, and the remainder of the provisions shall remain in full force and effect.