

Silicium Network Ltd.
HU-1135-Budapest, Lehel str. 61.

General Terms and Conditions

for having resort to domain and hosting service

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Terminology:

Supplier: Silicium Network Ltd.

Client: Party to the contract, who having resort to domain or/and hosting service from Supplier

Service: domain or/and hosting service according to itemization at paragraphs 1. and 2.

ISZT: Council of Hungarian Internet Providers

1. Specification of domain registration service

Supplier registers for Clients Hungarian public domains, international domains and domains handling by different countries in the scope of domain registration service. In case of Hungarian domains Supplier is doing an accredited registration as long as at registration of given international domains Supplier is providing service as a partner of accredited registrar.

1.1

In case of Hungarian domains relating to general rules of registration are specified by ISZT. Detailed content of these rules are available on:

<http://www.domain.hu/domain/English/szabalyzat/szabalyzat.html> .

Only persons of age 18 or more are authorized to proceed with and resort to our services. Also, only persons of age 18 or more are authorized to be administrative and technical contact persons. The structure of service contract is inviolable. Modification of the structure on client's page is prohibited. In case of filling the contract out is possible at the ad hoc reserved fields or choosing a rehearsed content only.

Claims are processed – if demand is filled entirely out and attached with necessary files - within 48 hours. The condition of domain registration actuation, that the Client pays the registration fee for Supplier. The processing time of claims transmitting on weekends or on holidays is 48 hours from the first working day following the passing day. Starting the domain registration does not mean the successful registration on the part of Client. Since the delegation organizations may refuse the claim for domain booking, and also may require supplementary files or may express other reserves connected to domain registration. In that case Supplier reaches Client due to discussing occurred events. In view of domain registration failure Supplier does not bear the responsibility toward Client. Supplier does not examine domain names in a way of unengaged registration; this is Client's charge before the registration. Client can have some information about the functional requirements of given domain registration at ISZT's relevant regulation.

Client also can get a line on domain names – is it a trademark already or is it still free for registration – at Hungarian and international open-up databases:

www.domain.hu/domain/domainsearch , www.eurodns.hu , www.mszh.hu , http://oami.europa.eu/CTMOnline/RequestManager/en_DetailCTM_NoReg .

If an actuated registration would failed (for reasons beyond Supplier's control) Supplier repays the registration fee to Client after deduction of administration fee (in case of Hungarian domains 1 000 HUF +VAT - gross price: 1 250 HUF, and at international domains 2 000 HUF +VAT – gross price: 2 500 HUF). Client may refuse the claim of registration until occurrence of domain registration. In that case Client ought to pay the administration fee only (in case of Hungarian domains 1 000 HUF+VAT - gross price: 1 250 HUF, and at international domains 2 000 HUF + VAT – gross price: 2 500 HUF). If domain gets into registered status Client does not exempted already from the registration fee.

1.2

At the same time of domain registration the domain maintenance fee will always charge and bill together with administration fee. If Client imparts the domain to another supplier in the one year paid out maintenance period, Supplier would not be compelled to refund for the remanded period. About the domain name prolonging for another year Client will get a prompt-note/an invoice of transfer or a petition fee (depends on registration type) 2 month before the expiration date. Only the prolonging of new domain is billing from the expiration date, the prompt-note and finance settlement precedes the expiry date 2 month earlier. Authoritative rules about observing the expiration date of these invoices, petition fee and other finance settlements are written at paragraph 3.6.

1.3

Applicability of domains set before registration:

Domain names delegated under the Hungarian (.hu) primary level public domain get into a “waiting status” after the registration. After that – if nobody denoted more legal claim for registration that domain – the domain get into the “booking status” for 1-2 days, following that is registered for Client (Claimant). Delegation of secondary level public domains runs without “waiting status”. The registration time of these domains is 2-4 days. After the setting domain registration off the domain's status would be followed up on <http://www.domain.hu/domain/English/domainsearch/> . In case of international domains the domain get into registry in 2-4 days after the setting the registration up. The registration time of other (scope of different countries' authorities) domains is different, mainly 1-5 days, but can be 1-2 hours occasionally. Supplier is not responsible for registration process, time and successfulness in case of domains handling by different countries.

1.4

Comment of Supplier's responsibility-exception:

At Hungarian just as International domain registration is running by several registrars. A domain could be at “free” or “before admission” status at the check-point, but following that nobody can guarantee the success of domain registration. Since

someone else also can demand for the same domain within the registration request process and can ask the register earlier. Supplier is not responsible for failure of registration arisen from reasons detailed above.

1.5

Supplier handling all requests accordingly the interest of Client. If Supplier notices any issue related to the domain registration, will suggest for Client to choose another domain name or cancel the registration request.

2. Description of hosting service:

Supplier provides for Clients web hosting service and services related to web pages, online applications, e-mailing with domain name, etc. Web hosting services are affording on servers, which are at a special environment, set physically apart from Supplier's seat. Servers are disposed with large internal and external Internet bandwidth. Supplier may relocate Client's hosting (depends on their utilization) between servers, by reason of Client shall receive the best service. In case of pages with lesser attendance Client's hosting are located on servers with 100 Mbps bandwidth. While at larger requisition and usage the availability of hosting is assured by 1Gbps bandwidth servers. Examine this reasonableness and the classification concern exclusively at Supplier's competence. Technical parameters of servers are available at menu F.A.Q. Supplier all rights reserved for changing the bandwidth or technical parameters. Supplier ought to dispose changes to this effect without previous notice of Client, certainly if does not affect Client's service requisition. Client is entitled to change the hosting package on anniversary only (never within this period).

If Client insists on hosting package modification within the 1 year extant paid out period, it actually means starting a new service from that time. Supplier would not be compelled to refund for the remanded period (Client's previous hosting package - 1 year paid out/extant period). No possibility for modification the hosting package to smaller dimension within 1year extant contract time. Periodical (daily, monthly) data saving (mail, back up, DB back up, web back up) do not mean free admittance for data saving services at any time. Saving data within the scope of service means, Supplier is doing archives and saving data within the given packages. If Client asks for reconstruction the data saving belonging to service from Supplier, it costs 10 000 HUF – 30 000 HUF / occasion (depends on amount of data), which is Client's debit. Beyond that Supplier may charge the fee of data medium, whereon Client can obtain saved data or archives. Client is bound to retain services' access and passwords, furthermore making changes if necessary on client-administration surface maintenances for that purpose. Supplier does not bear the responsibility of any inconvenience or losses suffering from missing passwords/codes. During the requisition of domain registration and administration services Client will hold several login names/passwords, with which would have resort to, operate and manage the subject matter of services. These passwords behoove exclusively for Client and the administrative / technical contact person. Individuals referred above bound to handle these passwords with serious regards, and would not open up for any other person. Client is responsible for damages ensued from login names/passwords conveyance for somebody else or any other inconvenience, misuse and losses originated from negligent treatment. If any suspicion or opportunity has arisen about the misuse of codes/passwords, Client is bound to inform Supplier without fail. If codes and/or

passwords were forgotten or lost, Client can demand for modification or replacement for attainment the services. If Client asks for the modification of codes/passwords, Supplier is entitled to charge 2 500 HUF + VAT (gross price: 3 125 HUF) / occasion. Clients may send Newsletter by keeping of strict rules concerning to this. If Client reckons that sending e-mails can burden Supplier's servers, is bound to prearrange the timing with Supplier. If Supplier observes that servers are overloaded without prior notice, can suspend sending newsletter immediately. Clients need to acknowledge that within one hosting package is usable one domain name only. Additional domain names are serviceable with a turning on, but not with a different content.

2.1.

Prices of hosting packages means the availability of technical parameters indicated at the contract. Client pays for availability of service in all case, and not for use. If Client does not use the service at all or uses partially only, is not entitled to ask the value (or part of value) of service from Supplier.

2.2.

Supplier does not consent to reselling the whole or partial service by Client. Client is ought not to advertise or compete trough resorting the service in line with service. In that case is bound to happen the immediate and extreme terminating of the contract. The only exception is, if exists a wholesale or middleman contract between Supplier and Client.

2.3.

Supplier's servers' availability is 99.6% yearly. At a greater service intermission Supplier is bound to pay penalty if Client requires it. The rate of the penalty is 250 Ft + VAT (gross price: 313 Ft)/hour, but the fee could be at most up to 80% of the year claimed service in a month.

If Client claims for penalty, needs to put it in writing and send it to Supplier. Supplier pays the legal claim out until the last day of the next month. Supplier is could not been obligated to pay penalty, bore the responsibility and made any amends if can not provide service due to occurrence described at paragraph 5.

2.4.

Content and parameters of services can be found at service contracts. Supplier can not make changes at content of services before the expiry of contract or becoming to undetermined time. After the expiry or becoming to undetermined time of contract, Supplier is authorized to change the content of services if previously was pre-arranged with Client. If Client does not agree with changes, is entitled to terminate the contract with immediate effect.

3. Common orders in connection with domain and hosting services

3.1.

Client's data management:

Supplier takes on, that having resort in connection with services, will handle Client's data confidentially and give them to executive assistant the essentially necessary

data to carrying out the service. Client is bound to give personal and other data in according with reality. If any changes ensue at Client's data during having resort to service; it is Client's duty to inform Supplier of changes. In case of online registration Client need to up to date at data sheets of registration. Supplier is not responsible for damages issued from neglecting of these duties (inaccessibility, unsuccessful contacting).

3.2.

Client acknowledges and assents that having resort in connection with services, Supplier will manage, store and retain Client's personal and other data and also handling these data over a third person (executive assistant), who is indispensable necessary during requisition of service. Client is aware of during resort to services a part of Client's data get into Hungarian and external data bases and in this way are available for anyone by data base query.

3.3.

Client is full of knowledge of the facts and also accept, that Supplier is bound to give all data, all electronic activity diary (e.g. placing illegal materials, log files proving illegal activity) according to official request of investigation organs if necessary. Be qualified as an especially illegal activity:

- fulfillment of "hacker law" inhere at Btk. 58.§ and 300/E. §

- breach of regulations apply to electronic advertisement (XLVIII. law from the year 2008)

- allocation of illegal content (obscene, indecent, pornographic pictures, text or audio materials, religious, political, gentilitia, ideological offensive, instigate, exhaustive utterance or forbidden activity regulated by another rules) at web hosting, connected database or e-mail Client notes that during resort to services, every activity or behavior which can endanger Supplier's technical equipment (allocation files or applications infected by viruses at hosting, spamming, running harmful or insecure codes, operate web pages without password or with find easily out password) respectively Supplier can be misjudged if Client publishes illegally materials (author's or other materials under protection etc.). Events mentioned above, induce terminate of service contract with immediate effect.

3.4

Coming into existence and termination of contracts:

The service contract comes to existence between the Provider and the Client if, according to the format of the contract, after reading and accepting its content, both parties sign it with their approval. The acceptance of the content and signing of the contract is also meant by ordering the service through the Provider's online system with full specification of every necessary data, and by paying for the service with a credit card through the system. (Implied conduct.) In this case the text of the contract is sent to the Client in PDF format (Portable Document Format) to the e-mail address given during the registration process, and thus it can be re-read and printed any time. Therefore the accomplishments ordered online and paid with credit card or money transfer are regarded as full-value contracts.

3.4.1

Termination of contracts can happen with:

- Expiration time, when a definite duration contract's period expires. The extension of contracts in case of definite duration contracts and other service contracts, which upon expiration don't become indefinite, has to be initiated by the Parties in writing 30 days prior to the expiration.

- 30-day term of notice when one of the Parties terminates the contract with a 30-day deadline. This can be done by any contracting Party without further justification. If the Client terminates the contract, the Provider cannot be bound to pay back the remaining service fee. If the contract is terminated by the Provider without any further justification, then the broken-period service fee has to be paid for the Client.

- Special, immediate effect termination if one of the Parties does not fulfill its commitments and thus breaks the terms of the contract. In such cases either Party can terminate the contract with immediate effect, which results in immediate termination of the service.

- Automatically, if the Client registers the domain name at a different provider, or in case of hosting service if a DNA setting change is required or initiated which implies that the Client wants to take the hosting service at a different provider.

3.5

Service fees:

If the service contract does not stipulate otherwise the fees of the services are the following:

Fully Comprehensive .hu Domain Service:

| Domain service | Setup fee | Annual fee |
|---|------------------------------|------------------------------|
| .hu Domain registration and 1 year maintenance price | 1 500 HUF+VAT (1 875 HUF) | 1 200 HUF+VAT (1 500 HUF) |
| .hu Domain transfer and 1 year maintenance price | 1 000 HUF+VAT (1 250 HUF) | 1 200 HUF+VAT (1 500 HUF) |
| 1 year renewal price | - | 1 200 HUF+VAT (1 500 HUF) |
| Price of data modifications / changes | 1 000 HUF+VAT (1 250 HUF) | - |

Fully Comprehensive .eu Domain Service:

| Domain service | Prices |
|---|------------------------------|
| .eu domain registration and 1 year maintenance price | 2 990 HUF+VAT (3 738 HUF) |
| .eu domain transfer and 1 year maintenance price | 2 600 HUF+VAT (3 250 HUF) |

| | |
|--|-------------------------------|
| 1 year renewal price | 2 990 HUF+VAT (3 738 HUF) |
| Price of owner or contact data modifications / changes | 3 300 HUF+VAT (4 125 HUF) |
| Reactivate a deleted domain | 8 500 HUF+VAT (10 625 HUF) |
| Reactivate a quarantined domain with 1 year maintenance | 8 500 HUF+VAT (10 625 HUF) |
| Price of data modifications / changes | 1 000 HUF+VAT (1 250 HUF) |

Fully Comprehensive general TLD's Domain Service:

| Domain service | Prices |
|---|------------------------------|
| .com, .net, .org, .biz, .info Domain registration and 1 year maintenance price | 4 990 HUF+VAT (6 238 HUF) |
| .com, .net, .org, .biz, transfer and 1 year maintenance price | 4 990 HUF+VAT (6 238 HUF) |
| .com, .net, .org, .biz, .info 1 year renewal price | 4 990 HUF+VAT (6 238 HUF) |
| Other TLD's Domain registration | Ask for our offer |
| Price of data modifications / changes | 1 000 HUF+VAT (1 250 HUF) |

Prices of Hosting Services:

| Hosting pack. | Web (MB) | MySQL (MB) | PHP | MySQL (piece) | Unique Ip | Mailbox (piece) | mail backup | web backup | MySql backup | HUF / year |
|---------------|----------|------------|-----|---------------|-----------|-----------------|--------------|----------------|----------------|---------------|
| 1. p. | 25 | - | - | - | - | 2 | - | - | - | 1 250 |
| 2. p. | 50 | - | - | - | - | 5 | - | - | - | 1 770 |
| 3. p. | 100 | - | ✓ | - | - | 7 | - | - | - | 1 980 |
| 4. p. | 200 | - | ✓ | - | - | 7 | - | - | - | 2 085 |
| 5. p. | 400 | - | ✓ | - | - | 7 | - | - | - | 2 605 |
| 6. p. | 600 | 50 | ✓ | 1 | - | 7 | - | monthly backup | monthly backup | 3 645 |
| 7. p. | 700 | 70 | ✓ | 1 | - | 10 | - | monthly backup | monthly backup | 5 210 |
| 8. p. | 800 | 80 | ✓ | 1 | - | 10 | - | monthly backup | monthly backup | 5 730 |
| 9. p. | 900 | 90 | ✓ | 1 | - | 10 | - | monthly backup | monthly backup | 6 250 |
| 10. p. | 2000 | 100 | ✓ | 1 | - | 10 | - | monthly backup | monthly backup | 8 335 |
| 11. p. | 1100 | 200 | ✓ | 1 | - | 15 | daily backup | monthly backup | monthly backup | 11 460 |
| 12. p. | 1200 | 300 | ✓ | 1 | - | 20 | daily backup | monthly backup | monthly backup | 12 500 |
| 13. p. | 1500 | 300 | ✓ | 3 | - | 25 | daily backup | monthly backup | monthly backup | 18 750 |
| 14. p. | 2000 | 400 | ✓ | 3 | ✓ | 30 | daily backup | monthly backup | monthly backup | 29 170 |
| 15. p. | 5000 | 500 | ✓ | 5 | ✓ | 100 | daily backup | monthly backup | monthly backup | 44 790 |

3.5.1

We reserve the right to change our prices! The Provider can validate the changes in prices in case of existing Clients from the annual extensions on, and is obliged to inform the Client about it in time – along with the notice about the fact of the expiration of the service.

3.6

Payment of service fees, late payments:

If the service contracts do not stipulate otherwise, the Client has the following possibilities to pay for the services:

- per cash at the customer service
- with “yellow postal cheque”
- per wire transfer
- per online credit card payment
- per wire transfer based on pro form invoice or collector.

The monthly invoice is issued in advance at the beginning of the month containing the service related to the actual month. After expiration of this the Provider counts the 2/365 part of the current base rate of the bank of issue after every delayed day. The Client has the possibility to make complaints about the invoice prior to its expiration. If the Client makes the complaint in writing prior to the expiration of the invoice, then the deadline for the payment is extended till the settling of the complaint. In case of monthly invoices the Client is obliged to indicate if an invoice does not arrive in the usual time. The belated receipt of the invoice does not exempt the Client from keeping the payment deadline. In case the invoice is not paid for the Provider sends out a letter of warning to the Client on the 15th day after issuing the invoice. If the Client does not fulfill the invoice within 5 days upon receipt of the letter then the Provider has the right to restrict or suspend the service. Warnings not taken over or sent back with the notice “not looked for” are regarded as delivered.

3.7

Other provisions

The Client is obliged to announce the changes in personal or contact data which were registered in the contract. The Provider does not take any responsibility for the disadvantages and expenses as a result of missing this. The Provider announces the changes in its data on its web page at www.silicium.eu in the Announcements menu.

3.8

Technological-technical support:

The Client can ask from the Provider for technical or administrative changes or information affecting the service only in writing. These requests are received by the Provider at support@silicium.eu. It's highly important that the request of the Client should arrive to the Provider from an e-mail address registered during the order of the service or in the online system of the Provider. If it happens otherwise or the Provider cannot be assured that the request arrived from the contact person of the given service, then the Provider disregards the e-mail.

4. Mutual secrecy and classified data management

The Provider takes on to confidentially manage the personal and other data given by the Client during resorting to the service and utilizes these only insomuch as inevitably needed to deliver the service. The Provider hands over only the inevitably needed client-data for the contracted assistant fulfilling the service which may be necessary for delivering the service.

The Provider takes on to warily and safely handle the data carriers of the savings and archives occasionally happening during the client-data savings and archiving. The content of any kind of communication between the contracted Client and Provider, including the oral, telephone, e-mail or letter communication, cannot be publicized and made known to a third party during the existence of the contract and within 24 months after its expiration. The violation of this means serious betrayal of secret for which the perpetrator party has to pay indemnification. The value of the indemnification is the value of the damage that can be attested, and a minimum of HUF 300.000. This is valid with the exception of the representatives of authorities proceeding in case of strong suspicion of a crime, and the authorities and other bodies drawn into possible litigations between the contracted Client and Provider, who can certainly get to know the content of these documents and communications.

5. FORCE MAJEURE

The Party is acquitted from accomplishing the terms of the service contract without the obligation of paying indemnification which is affected by a "force majeure" situation setting back the accomplishment of the contract. Besides the generally accepted "force majeure" situations the following situations are also regarded as "force majeure" cases for the Provider: if there is a power-cut in the server room of the Provider longer than the capacity of the uninterruptible power supplies; if there are extensive cable thefts or cable splits which thwart communication to and from the server room of the Provider; and if the telecommunication provider suspends the service for the Provider for reasons not imputable for the Provider. The Provider also lists the events in the "force majeure" category which are more common nowadays, when a client is suspected with proceeding with illegal activities and therefore the servers of the Provider are arrested by an authority (the Police and its special organizations (NNI, NBSZ etc.).

If there are differences among the present contracting conditions and the service contracts in a given topic, then the ones in the service contract are authoritative.

The Provider has the right to modify the present General Contracting Conditions any time. According to the General Contracting Conditions it is the responsibility of the Client to have an up-to-date knowledge of and keep the regulations announced hereby.