

----- START OF AGREEMENT -----

Terms of Service – Correct @ January 2023 – Contains Twelve (12) pages – No Hand writings.

These Terms of Service (collectively referred to as "Agreement" or "Contract") is between www.Mauritius.biz Hosting (represented by Mr Junaid Ghulam Rabbani), hereinafter known as "Provider" and You the "Customer".

The website www.mauritius.biz ('the website') is owned and operated by the Provider, and having its registered address at 2B Wakin Residence, 31 Etienne Pellereau Street, Port Louis, Republic of Mauritius.

Provider aims to provide a wide range of Internet services to Customers that include but are not limited to Linux Web Hosting, WordPress Web Hosting, Domain Name Registration, and Web Consulting / Website Development, collectively referred to as "Service" or "Services".

This Agreement shall apply to any Service whether Paid or Free provided by the Provider and sets out the terms and conditions upon which Provider will provide the Service to the Customer. This Agreement is made effective as of the Domain Name Registration Date or Account Activation Date, whichever is earlier.

Customers continued use of Providers Service means that Customer accepts and agrees to abide by all the terms set out in this Agreement.

Overview

Customer agrees that by merely placing an order either by means of online order or by submitting a written order (Email/SMS/WhatsApp) or simply verbally via phone call, and upon receipt of such order by Provider, that you are agreeing to this Service Agreement. No modifications of any part of this Agreement by Customer is allowed nor will be accepted.

This Agreement is intended to cover any and all domain name registrations, web & email hosting services, website design and maintenance services and search engine optimization service (SEO) provided by Provider and received by the Customer. This Agreement contains the entire understanding between Provider and Customer with respect to the services ("Services") described and published on Provider Website and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written, between Provider and Customer.

Customers shall at all times comply with and help ensure that their users also comply with the terms of this Agreement. Customer acknowledges and agrees that its entire right relating to Provider Services are as set forth in this Agreement and hereby waives all other rights that it may have by implication of law or otherwise.

Continued use of Provider Services (includes but not limited to Sign In to the Client Area, Hosting Control Panel, using email services or uploading files on the server, among others, constitutes acceptance and agreement to Provider Terms of Service (this Service Agreement).

This Agreement is posted online by the Provider, and reserves the exclusive right to revise, change, or amend any portion of this Agreement at any time, without advance notice to Customer. Customer understands that any changes to the Agreement by Provider shall not be grounds for early contract termination, non-payment of any outstanding dues, request of refund or for any lawsuit filed against Provider.

1.0 Services

Subject to the terms and conditions of this Agreement, Provider agrees to provide domain name registration, web & e-mail hosting and/or related services specified in the Order. Subject to Provider's & Customer's right to terminate this Agreement, as described in sections 9 & 10 of this Agreement respectively, Provider may expand or contract the scope of the Provider services by issuing to Customer a notification e-mail at least three (3) days in advance of such change.

2.0 Initial Term

The initial term is one (1) year and commences upon acceptance of the Service Request (Order) by Provider from the Customer and the setup and issuance of Sign In details by Provider to the Customer. By accepting the Sign In details, the Customer hereby acknowledges the commencement of the initial term of this Agreement.

3.0 Renewal Term

The renewal of this agreement is for one (1) year and any or all services provided by the provider will be in accordance with sections 9 or 10 of this Agreement. The services provided by the Provider under this agreement will renew only upon payment for such service received 15 clear days before their expiry.

4.0 Fees and Payment

The Customer agrees to pay Provider, without limitation, for its domain name registration and hosting and related services as specified in the Order and all other fees incurred by the Customer related to supplemental services including, but not limited to: domain name registration/renewal, professional consulting, and support services provided by Provider.

4.1 Bandwidth Usage - Provider will measure usage of the services in accordance with Provider policies and practices in effect from time to time.

4.2 Charges – All service fees will be charged in advance and will be paid yearly.

4.3 Fee Changes - Provider at any moment in time, at its own discretion may increase or amend any of the Customer Fees and such Fees changes will only be applicable for Customers next billing period/Invoice.

4.4 Hosting Renewal Payment Procedures – Customers' attention is drawn to the fact that Services do not renew automatically upon their expiry. Provider will submit Service Renewal Invoice(s) by email to the Customer, thirty (40) days in advance of the expiry of the Service period. Invoice(s) submitted by Provider to the Customer are due on the due date noted on

the Invoice(s). Provider reserves the right to disable and/or suspend services provided to the Customer if the Customer fails timely payments for Invoices duly issued by Provider.

Also refer to clause 10.2 of this agreement.

Reactivation of expired accounts will require full payment of the amount due plus a reactivation fee. Reactivation of a disabled/suspended/expired account may take up to seventy two (72) hours after payment. Provider will permanently delete delinquent accounts overdue past seven (7) days, from the system, without incurring any liability whatsoever for loss of data (any website content, databases and e-mail or any other data stored on the server).

5.0 Additional Terms for Domain Name Registration and Renewal

5.1 Registrar Services. Provider has entered into agreements with various Accredited Domain Name Registrars, ("Registrar") to provide the Customer with Internet Domain name registration services. As consideration for the Internet Domain name registration services provided by Registrar to Customer, the Customer agree to pay Provider, prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the Provider price schedule for the initial registration of the domain name and, should the Customer choose to renew the registration, subsequent renewals fees for the registration.

Customer acknowledges that Provider registers or renews domain names as a Reseller of other domain name registrars and is not a domain name registrar on its own. Hence Provider cannot be held responsible for any and all problems arising with domain name registrations or renewals (including any failures, lapses, transfer of domain name to any third party, or non-renewals of domain names) affected by Provider on behalf of the Customer under this agreement and Customer hereby irrevocably waive any and all claims and causes of action against Provider which may arise due to such problems.

All domain name registration and renewal fees are non-refundable, in whole or in part, even if Customers domain name registration is suspended, canceled or transferred prior to the end of Customers then current registration term. Provider reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customers requested domain name will not be registered unless and until Provider receives actual payment of the registration fee, and has confirmed the registration in an email from Provider to the email address indicated in Customers order.

5.2 Domain Name Intellectual Property Rights. Provider makes no representations concerning and does not guarantee that Customers domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. Customers agree to be bound by the terms of the Domain Name Registration Agreement, Domain Name Dispute Policy, and related agreements, as duly published by the appropriate domain name registrars on their respective websites.

6.0 Customer Obligations

Customers shall at all times comply with this Agreement. This Agreement recognizes the fundamental fact that no one owns or controls the Internet. Provider cannot monitor or

control all the activities of its Customers. Provider does not intend to actively screen, review, and sensor, edit or take responsibility for the activities or content of its Customers. The Customer and not the Provider, assume all responsibility relating to Customers Internet activities.

6.1 Hardware, Equipment and Software. Customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the Internet and Provider's services. Customer is responsible for all costs associated with and to be able to access the Internet and Provider's services. Provider makes no representations, warranties or assurances that Customer's equipment will be compatible with Provider's services.

6.2 Allowed Hosting Content and Activities. Provider servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation is prohibited. It is absolutely forbidden to host pornographic and adult content on Provider servers. Any Customer found hosting this material will be subject to immediate cancellation without notice or refund.

Any content that will promote or cause any of the following activities, is strictly NOT Allowed:

Any unlawful activity or is considered offensive by the web community, promotes racial hate, injury or physical harm against any group or individual, promotes or teaches illegal activities, exploits or depicts children in a negative way, infringes on copyright, patents, trademarks, trade secrets, or other intellectual property including pirated computer programs, cracker utilities, warez and software serial numbers or registration codes, violates any law, statute, ordinance or regulation governing the Customer's business or activities, including without limitation the laws and regulations governing export control, unfair competition, false advertising, consumer protection, issuance or sale of securities, trade in firearms, privacy, data transfer and telecommunications.

Gaining or attempting to gain unauthorized access to servers or services. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), phishing, password robbery, security hole scanning, port scanning, probing, monitoring or testing for system or network vulnerabilities.

Introducing viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, packet bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Running programs continuously in the background without Providers permission.

Intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return addressing information and IP addresses.

Using (fake) IP addresses which were not assigned by the Provider.

Uploading anonymous content (content without a valid contact address and telephone

numbers).

Hosting, sharing, storing and distributing any type of pornographic or any sexually explicit material including but not limited to audio or video files.

Advertising or promoting sale (for free or for whatever cost) of any products or services that are considered immoral.

Offering "Free" Email Service.

IMPORTANT NOTICE: Failing to abide to rule 6.2 will result in immediate suspension and/or deletion of the Customer account, without any prior notice and **WITHOUT ANY LIABILITY**.

6.3 Value Added Reselling. Customer is not allowed to market or resell (at a cost or for free) the web & e-mail hosting services provided by Provider to the Customer, unless expressly agreed upon "as a Reseller" in writing between Provider and Customer. This includes, but not limited to: Web Hosting Space, Sub-domains, E-mail and FTP accounts and storage of third-party data on Customer's storage area. Violations of this policy carry severe penalties, including immediate termination of service.

6.4 SPAM and Unsolicited Commercial Email (UCE). Provider takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over its network. Very simply this means that customers of Provider may not use or permit others to use Providers network to transact in UCE. Customers of Provider may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In order to prevent unnecessary blacklisting due to spam, Provider reserves the right to occasionally sample bulk email being sent from its servers.

The Customer is ultimately responsible for the actions of their users, who use Providers services. It is therefore advisable that customers develop a similar, or stricter, policy for their users.

Any websites or services on our server that support spammers or cause any of our IP addresses to be listed in any of the various Spam Databases, will have their account immediately suspended from our network. The account will not be reactivated until such time that Customer agrees to remove ANY and ALL traces of the offending material immediately upon reactivation and agree to allow us access to the account to confirm that all material has been **COMPLETELY** removed. Persistent or subsequent violations may result in immediate and permanent deletion of the account from our network without notice to the customer.

6.5 Email (including WebMail) Service and Website Contents. Customer uses Providers services at it's own risk and perils. Customer is solely responsible for safeguarding any information it stores on the Provider servers, such as Emails and Website content and data.

6.5.1 Email Retrieval. Under the terms of the Agreement, Customers are provided with the ability to create unlimited email accounts, each having a maximum storage capacity of 10GB each. Since there is a physical maximum limit of email inbox, the Customer is obligated to check their emails (via WebMail or any other suitable email application) on a regular basis.

Customers bear the burden of downloading all emails from the Provider's email servers to their local personal computers and to empty and liberate their email inbox. Customer acknowledges that the email service may be interrupted and any emails sent to them, maybe undelivered to them, once the capacity of the respective email inbox becomes full.

6.5.2 Email Password Policy. The Customer must implement a Secure Password Policy for their users. The Customer has the obligation to ensure that all passwords are Secure Passwords and it is expected that the Email passwords will be changed regularly and as per the Policy implemented by the Customer.

6.5.3 WebMail Service. Access to WebMail is provided free to the customers as an alternative means to access e-mails from the Providers Mail servers. Customers must ensure that they do not store emails on Providers servers for a long period (for both POP3 or IMAP), due to the volatile nature of the mail system. As noted in clause 6.5.1 above, Customers bear the burden of downloading all essential emails to their local personal computers at appropriate intervals. Providers mail servers must never be construed as backups of essential emails and must never be used as such.

6.5.4 Website Content (including File Transfer Protocol [FTP] storage). Customers expressly acknowledges that it will use Providers service solely as a means to publish its website and share files with users via FTP. Customers must ensure that they have local copies of all content uploaded to Providers servers and should not use Providers servers as a means of permanent storage, due to the volatile nature of the Web and FTP server system. As noted in clause 6.6 below, Customers bear the burden of downloading all essential files from the Web, Database and FTP servers to their local personal computers at appropriate intervals. Providers Web, Database and FTP servers must never be construed as backups of essential data and must never be used as such.

6.5.5 UNLIMITED Content (Disk Space). Any Hosting service sold as 'UNLIMITED' by Provider means that the Customer will be allowed to upload unlimited data for their web site only. The disk space is NOT provided to upload and store personal files/documents as offsite mass data storage. Concerning Email, the maximum email inbox size is 10GB for all hosting packages. Access to emails will be interrupted if/when the Inbox reaches the maximum capacity. Customers may purchase additional email quotas by contacting the Provider.

6.6 Backup Copy of Data. It is further expressly clear and agreed by the Customer that it is the Customers entire responsibility to maintain local backup copies of all their web content including all files, e-mails and databases stored on the Providers servers and any other information which is important to the Customer. Provider cannot guarantee that the contents of a web site will never be deleted or corrupted, or that a backup of a web site will always be available. Under any circumstances, Customer must not rely on Provider to provide backup of data to Customer.

6.7 Requests for Customer Support. Provider operates an online Client Area portal to provide Customer access and manage their services and request support. Customers are informed of the address of the online Client Area in the welcome and login details email which is sent to the Customer upon signing up. Customers are advised that they should use the Client Area Ticket system as the only proper means to request customer support from Provider.

Customers are made aware that failing to use the online Client Area Ticket system, or using other means (like telephone calls, mobile SMS, WhatsApp, emails, etc.) to request customer support may result in their requests being delayed or not processed at all.

Privacy Statement: Customer also acknowledges that by requesting customer support, Customer automatically authorizes Provider to access their account for the purpose of testing/troubleshooting and providing the necessary support.

It is further understood by Customer that Provider can only access Customers account (including email, web content, database, etc.) if Customer had initially provided the correct account username and password and authorizes Provider to reset the username and password (if needed) for the purpose of attending to customer support request.

6.8 Advertising. Customer hereby agrees and allows Provider to advertise the Customer as its Customer on its Website Portfolio, Brochures and Flyers, Billboards, Newspaper, Radio and any other suitable communications media for marketing purposes.

6.9 Service Branding. Provider services are always branded, and will bear the logo, name and other information identifying the services as being owned and provided by Mauritius.biz Hosting.

7.0 Provider Obligations

7.1 Service Origin. Providers Servers are leased from reliable Service Providers based in the United Kingdom (UK).

7.2 99.99% Network Up-time Assurance. Provider will ensure 99.99% uninterrupted access to the online Client Area to Customers who have purchased any service from Provider. Should access to the online Client Area become unavailable for a cumulative period up to one hour in any one calendar month, Customer will receive a refund equivalent to one day of Customer's pro-rated Recurring Yearly Fees for that month.

7.3 Any and all refunds to Customer will not and cannot exceed 100% of the Customer's Recurring Monthly Fees for the month in which the refund is paid. Refunds under this clause are provided only upon receiving a Request for Refund from the Customer via a Billing Ticket.

7.4 Temporary Suspension. The Customer agrees that it may be necessary for Provider to temporarily suspend its Services for technical reasons or to maintain the Provider network, any equipment or any other facilities. The timing of such suspension shall be determined by the Provider. Such suspension of the Services will not be an "interruption" of the Provider Services for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

7.5 Emergency Suspension. Provider may interrupt the Provider Services at any time for any duration of time, without penalty or liability for any claim by Customer, where necessary to prevent improper or unlawful use of the Provider Services, Provider service facilities or connections or Provider network.

7.6 Full Maintenance Suspension. It is Provider policy to perform comprehensive and full maintenance on its servers from time to time. One comprehensive or full maintenance per year will typically be performed on each hosted server, and minor maintenance may be performed more frequently. Operations that may be performed as part of full maintenance include (inter-alia) the following:

- * Installation of operating system updates and patches.
- * Updates and patches of Control Panel and other applications.
- * Software diagnostics.
- * Disk storage replacement & optimization.

A Full Maintenance on Provider Servers may require server downtime, depending on what tasks need to be performed. It is agreed, understood and accepted by the Customer that the Customer may be asked to re-initialize databases, re-upload content and re-create e-mail accounts again and from scratch on Provider servers, as a result of a full maintenance. The Customer will be informed at least 48 hours in advance of a full maintenance and that if such an action is required on behalf of the Customer. The Customer assumes full responsibility of taking any and all measures possible to reinstate its data back on the servers after the Customer is informed of the completion of the full maintenance and that the servers are ready. At no material time Provider assumes responsibility of reinstating the Customers data back on the servers, except where it was particularly and exceptionally requested by the Customer in writing and agreed by Provider in writing before the full maintenance started. Provider does not bind itself to accept such a request, without incurring any liability whatsoever. However, in exceptional circumstances the Provider may accept to reinstate data for the Customer and charge the Customer a fee.

8.0 Notifications of Violation and Account Suspension

First violation: Any Customer, which Provider determines to have violated any element of this Agreement and/or Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at Provider discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Customers that Provider determines to have committed a second violation of any element of this Agreement and/or Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

Any accounts suspended under the above clause will attract a "reactivation fee". This fee will be determined at time of reactivation.

9.0 Termination of Service by Provider

If Customer breaches any of its obligations under this Agreement, then Provider may terminate this Agreement by giving Customer a notice of termination, and termination will take effect immediately when the notice is given. No refunds of fees paid will be made if account termination is due to a violation of any of the clauses of this Agreement. Provider will not incur any liability whatsoever and no refunds will be provided for any service suspension and/or termination which arises as a result of a violation of this clause.

9.0.1 Harassment and Abuse

Provider practices zero tolerance against harassment and abuse of any kind towards its staff. This includes all verbal harassment, yelling, swearing, rudeness, threats to sue or cause legal actions, threats to report to any authority, and any intentionally disruptive behavior directed at Provider or any of its staff, resellers or agents. Client agrees to engage Provider in a professional manner whether in email, Customer Service Help Desk tickets, any form of electronic message, including WhatsApp, social media forums, or on the telephone.

Any harassment and abuse will be construed as a violation of this Terms of Service agreement and **WILL RESULT IN IMMEDIATE SUSPENSION AND/OR TERMINATION OF CUSTOMER ACCOUNT.**

Provider will not incur any liability whatsoever and no refunds will be provided for any service suspension and/or termination which arises as a result of a violation of this clause.

9.0.2 Denial of Service

Provider reserves the right to refuse service to anyone at any time **WITHOUT GIVING ANY REASON WHATSOEVER.** Provider reserves the right not to accept a new order for any of its services, from any Customer or renewal of any services from an existing Customer, should Provider feels that providing the service to that specific Customer will not be in the good interest of Provider.

10.0 Termination of Service by Customer

10.1 Cancellation Policy. If the Customer cancels the Hosting Agreement, before the expiry date of the Service, for whatsoever reasons, Provider shall not refund any fees paid in advance of such cancellation. Customers will be required to pay 100% of Provider's standard yearly charge for the period remaining in the term.

10.2 Renewal after expiry of service term. As per terms of this Agreement, services shall **NOT** renew automatically. If the Customer wishes to renew their service after the expiry of the term of their service period, the Customer must pay in full the renewal Invoice(s) due by the Customer. Should the Customer not wish to renew their service, they do not need to take any action and can let the Invoice due and associated service(s) lapse as per their normal expiry and due date(s). Non payment of Invoice(s) by Customer by the due dates will be taken as to mean Cancellation of Service by Customer.

11.0 Network Interference by Third Party

Customer acknowledges that using the Internet and any online service has its risks and accepts all such risks when using any services (including email) offered by Provider and any unauthorized or illegal use of the Provider Network or any inter-connected network by third parties. Provider will use reasonable commercial efforts to assure a reasonable level of security for its network, however it provides no warranties, makes no representations, and accepts no liability for the unauthorized or illegal access or interference with the Customer's network.

12.0 Electronic Commerce

The Customer is solely responsible for all aspects of their online store or e-business. This includes, but not limited to:

- The accuracy of statements and materials related to your products and/or services.
- The accurate calculation and application of shipping, sales/value added tax and any other applicable taxes or charges.
- Processing Customer orders, inquiries and complaints.
- Maintaining the confidentiality of your Customer's credit card numbers and private information.

13.0 IP Address Ownership

All IP addresses provided to the Customer remain the property of Provider and Provider retains the right, if necessary, to alter or altogether change IP addresses already assigned to any of Customers services. Customers shall be notified of any such change with a 24 hours notice by email or other means for the purpose of network management.

14.0 Limitation of Liability and Customer Acknowledgment

Provider is not responsible for any damages your business may suffer by subscribing to any of its services. Provider does not make implied or written warranties for any of its services. Provider denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Provider.

Online (Internet) problems occur continuously. There might come a time when the Customer cannot access their website, email, or any other service. This is not necessarily due to the fault of the Provider. Perhaps Customer's Internet Service Provider (ISP) is experiencing technical difficulties, or there might be a routing problem between Customer's ISP and Providers servers, making communication difficult or impossible. Provider cannot bear the responsibility of such problems. Provider uses specialized monitoring agents to determine the uptime of its service, and does not need to rely on Customer's experience.

Customer acknowledges and agrees neither Provider nor any of its members, shareholders, directors, officers, employees, agents, representatives or resellers will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages (including but not limited to damages for loss of profits or savings, loss of data, or loss of use) in connection with this Agreement or by virtue of clauses 6, 8 and 9 of this Agreement. If, despite the foregoing limitations, Provider or any of its members, shareholders, directors, officers, employees, agents, representatives or resellers should become liable to Customer or any other person in connection with this Agreement for ANY REASON, then the maximum aggregate liability of Provider, its members, shareholders, directors, officers, employees, agents, representatives or resellers for all such things and to all such parties will be limited to the amount payable by Customer to Provider for three (3) months of service.

14.1 No Warranty

THE PROVIDER MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION THE WEBSITE AND EMAIL HOSTING SERVICE, DOMAIN NAME REGISTRATION SERVICE, ITS ADVERTISING, THE FUNCTIONALITY, PERFORMANCE OR RESULTS AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND TITLE. PROVIDER SPECIFICALLY DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

14.2 Limitation of Damages

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE TERMS OF SERVICE, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS OF SERVICE, PROVIDERS MAXIMUM AGGREGATE LIABILITY, AND THAT OF PROVIDERS AFFILIATES, AND EACH OF THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, PARTNERS, SHAREHOLDERS AND EMPLOYEES OF PROVIDER AND OF PROVIDERS AFFILIATES, UNDER ANY THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER FOR THE SERVICES FOR THE THREE (3) MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.

14.3 Common Carrier

Provider and Customer agree that Provider is solely acting as a common carrier in its capacity of providing services hereunder, and is NOT a publisher of any material or information and has no right to edit or censor the material uploaded to Providers Servers by the Customer. Provider is not responsible nor pre-approves any of Customer's website content. All material uploaded by Customer for publication will be considered publicly accessible. Provider does not screen in advance Customer's material which they may upload for publication. Provider's hosting of material uploaded by Customer does not create any express or implied approval by Provider of such material, nor does it indicate that such material complies with the terms of this Agreement.

14.4 Force Majeure

Provider shall not be liable to Customer or any other person, firm or entity for any failure of performance under this Agreement if such failure is due to any cause or causes including, but not limited to epidemic, a government order of lockdown or confinement, work stoppages, strikes, riots, wars, vandalism, fires, inclement weather, third-party provider outages, cable-cuts, power crisis shortages, acts of terrorism, and or uncontrollable acts of God, or other similar occurrences; any law, order, regulation, direction, action or request of the Government of Mauritius, or the Government of the United Kingdom (UK).

15.0 Indemnity

Customer will indemnify and save harmless Provider and its members, shareholders, directors, officers, employees, agents, representatives or resellers from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded, asserted or claimed against Provider or any of its members, shareholders, directors, officers, employees, agents, representatives or resellers in connection with Customer's negligence, activities or omissions, or breaches of its obligations under this Agreement, including claims brought by a person using or relying upon any advice given or publication produced and distributed by Customer.

16.0 Governing Law

This Agreement shall be interpreted in accordance with and be governed in all respects by the laws of the Republic of Mauritius. The courts of the Republic of Mauritius shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this Agreement or any alleged breach of this Agreement. The parties each attorney irrevocably to the jurisdiction of such courts.

16.1 Copyright Infringement. If ANYONE is of opinion that their copyright is being infringed by a person using the Mauritius.biz Hosting network, they will be required to send a written notice of copyright infringement to:

Mauritius.biz Hosting
Attn: Mr Junaid Ghulam Rabbani
2B Wakin Residence
31 Etienne Pellereau Street
Port Louis
Republic of Mauritius

Email: jr@mauritius.biz

The notice must include the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Mauritius.biz Hosting to locate the material;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law and that the information in the notification is accurate, and under penalty of perjury that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

----- END OF AGREEMENT -----