

Terms and conditions

This document describes the terms and conditions applicable to the use of the services offered by CYBERFUEL S.A., incorporated under the laws of the Republic of Costa Rica, legal entity number 3-101-246627, domiciled in Santa Ana, Parque Empresarial FORUM I, Edificio E, Piso 2 ("CYBERFUEL").

GENERAL DESCRIPTION OF THE SERVICE

Cyberfuel S.A. offers you a wide experience and a robust platform to provide you the web hosting service, where you will be able to host your internet site "Web Page" and you can use e-mail accounts with the same domain.
(Example: user@yourdomain.com)

This service is configured with "control panel" (web administration) where each client under the "Do it yourself" philosophy will have absolute control of their service, with the support of our Technical Support Department which has a 24 hour attention.

Our service is fully compatible with any computer (MS-Windows, MAC, among others), for administration or reading your email requires a Browser, you can also use any program to read email on your computer, such as: Mail, Outlook, Thunderbird, among others. This Web Hosting service has options to stop VIRUS and SPAM.

The features and options of each of the WEB hosting plans are published on our web site <https://www.cyberfuel.com/web-hosting>

You will be able to enjoy our service after adhering to the terms and conditions. From that moment on, you will be considered as a CLIENT of the Platform, as long as the commercial relationship is in force and your membership remains active.

INTELLECTUAL PROPERTY RIGHTS

CYBERFUEL is the owner of all copyrights, trademarks, intellectual property rights, know-how and any other rights related to the Platform and the contracted service; as well as the software necessary for its implementation.

The data and content transmitted by the User through its messages shall be the exclusive property of the User.

Distribution, modification, alteration, transfer, public communication and any other act not expressly authorized by CYBERFUEL is strictly prohibited.

TIPOS DE PAQUETES Y FORMAS DE PAGO

At www.cyberfuel.com you will find the different Web hosting plans with different features and additional options that you can purchase.

Payment methods:

CYBERFUEL offers the CUSTOMER the following payment options:

- The platform: By using a credit or debit card VISA, American Express, Master Card.
- Deposit in CYBERFUEL's bank accounts, duly indicated in the invoices or provided at the CUSTOMER's request.
- Payment by PAYPAL, in CYBERFUEL's payment gateway.

CUSTOMER OBLIGATIONS

The CLIENT shall have these obligations:

- To be the sole and exclusive responsible for the USER data (username and password) that have been given to him/her to enjoy the contracted service.
- Pay in due time and form the amounts for the contracted service.
- Respect intellectual property rights of **CYBERFUEL** and third parties.
- Comply with **CYBERFUEL**'s rules and policies, without incurring in illicit activities or activities contrary to good faith and public order.
- In the event that the **CUSTOMER** no longer requires the service provided by **CYBERFUEL**, he/she must back up his/her Web Hosting (Web Page, e-mails, database, among others), before the expiration date of the service.
- In case the **CUSTOMER** exceeds the disk space limit of the contracted Web Hosting, he/she will be notified by e-mail by our Technical Support Department and will have a period of 15 calendar days for the responsible to proceed to

review his/her web hosting and make the corresponding corrections.

- In case the **CUSTOMER** exceeds the monthly transfer limit of the contracted Web Hosting, at the end of the month we will send an email from our Technical Support Department with the amount to be billed \$1.00 for each additional GB per month.
- In case the **CUSTOMER** does not proceed with the release of disk space in its Web Hosting, **CYBERFUEL** will be free to proceed with the following billing procedures:
 - **Personal Web Hosting** (Linux-Windows) An Add-on (additional space) of 5 GB will be added. The client will be able to exceed the contracted space by 5GB, and will be billed an additional \$10(+IVA) per month until the client reports that he/she has managed to free up the space. The size and price of the Add-on is unique and not modifiable. In case the service exceeds the allocated space (plan space + add-on), it will be automatically suspended by the server.
 - **Hosting Web Pymes** (Linux-Windows) An Add-on (additional space) of 10 GB will be added. The client will be able to exceed in 10GB over the contracted space, being billed an additional \$20(+IVA) per month until the client informs that he/she managed to free up. The size and price of the Add-on is unique and not modifiable. In case the service exceeds the allocated space (plan space + add-on), it will be automatically suspended by the server.
 - **Enterprise Web Hosting** (Linux-Windows) An Add-on (additional space) of 20 GB will be added. The client will be able to exceed the contracted space by 20GB, and will be billed an additional \$40(+IVA) per month until the client reports that he/she has managed to free up the space. The size and price of the Add-on is unique and not modifiable. In case the service exceeds the allocated space (plan space + add-on), it will be automatically suspended by the server.
- **CYBERFUEL** reserves the right to notify (via mail) through our technical support department only once when the hosting is over disk and when the Add-on is enabled. The **CUSTOMER** takes the responsibility to maintain proper use and control of the space of his service.
- **CYBERFUEL** will be automatically generating notifications (by the server) to the email (administrator role) registered in the CLIENT's hosting when the usage of the allocated space (plan space + add-on) reaches 90%.
- In case there is a superior service, the Sales Department will contact the CUSTOMER after 15 days after the first email notification sent by the Technical Support Department, to provide the recommendation to move to another Web Hosting plan or Flex Server that fits your needs. If the move to a Flex Server must be coordinated in conjunction with the Technical Support Department the migration of their services with the following conditions:

- Must have a previous web hosting contract with a minimum of 1 year.
 - Applies only if you hire a new Flex server, does not apply to an existing one.
 - Does not apply to resellers or third party services.
 - The attention is centralized only by authorized contacts and by means of these contacts the follow-up is given.
 - Technical assistance only by mail, by phone only applies for consultations (not direct attention).
 - The same Plesk/CPanel terms and conditions will be used.
 - Any additional support outside of this would have a cost of \$60 (+IVA).
 - The customer would have a contract of 4 hours per month, the excess at the level of hours of attention is applicable under the same terms and conditions policies.
- In the event that the CUSTOMER fails to pay such invoice or fails to comply with the above points, CYBERFUEL shall be at liberty to suspend the service offered due to non-compliance with such obligations.

LIABILITY RELEASE FOR CYBERFUEL

CYBERFUEL does not assume and disclaims all liability for:

- Damages caused by the User to third parties or their property, due to invoice shipments and/or their content.
- Non-delivery of the electronic document to the Ministerio de Hacienda, due to: saturations in the Hacienda system.
- Failure to perform or delay of the contracted service due to unforeseen circumstances or force majeure.
- Non-compliance with national or foreign regulations, such as personal data protection, by the User.
- The reasons indicated in the contract signed with CYBERFUEL (if applicable)
- Backup of the information sent and received to the DGT, in case the client suspends the provision of the service on a continuous basis.

LABOR RELATIONSHIP

There does not exist, nor will exist any labor relationship between **CYBERFUEL** personnel and the **CUSTOMER** or vice versa; therefore, each of the Parties shall

maintain the character of employer towards its personnel and shall fully assume the responsibility derived from such relationship and the risks related to their respective work, without any type of employer substitution.

CONFIDENTIALITY

The Parties agree to keep this agreement confidential and undertake not to disclose to third parties any of its contents without the express consent of both parties.

CYBERFUEL recognizes the confidential nature of all **CUSTOMER** information received on its Platform and undertakes not to disclose such information or the nature of such information to third parties, except with the prior authorization of the **CUSTOMER**.

For its part, the **CUSTOMER** guarantees the confidentiality of all information it may know regarding the Service, infrastructures, systems and other technical and human resources of **CYBERFUEL**, and undertakes not to disclose such information or the nature of such information to third parties, except with the prior authorization of **CYBERFUEL**.

CYBERFUEL's compliance with the obligation to withhold connection and traffic data at the disposal of judges, courts and/or the Public Prosecutor's Office shall not be considered an act of violation of the secrecy of communications and/or the duty of confidentiality, as long as the respective order is issued in accordance with the regulations in force and comes from a competent authority for such purpose, such as those mentioned above.

The Parties shall take all necessary measures so that their officers, suppliers and other agents personally assume the confidentiality and security obligations detailed herein, so that such information is not stored, nor can it be accessed by unauthorized persons and/or persons who have not signed the pertinent confidentiality agreements.

The Parties understand and accept that the confidentiality obligations they assume bind them and their affiliated, subsidiary, related, proprietary and/or subordinate companies, as well as their partners, agents, representatives, directors, agencies and employees.

Neither Party shall acquire any rights to the confidential information or proprietary rights of the other Party as a result of this Agreement.

The Parties agree that they may disclose confidential information to the competent public authorities, when expressly requested to do so. In this case, it is the obligation of the requested Party to expressly qualify the information as confidential, and to request the respective authority to treat and file it as such.

Neither Party shall use the name of the other Party in advertising, promotional or

similar activities without the prior consent of the other Party.

These confidentiality obligations for both Parties shall persist for 5 years following the termination of the agreement and its extensions.

In reliance on the confidentiality obligations contained herein, both Parties agree to provide each other with the information required to successfully carry out the purpose of this agreement.

PROTECTION OF PERSONAL DATA

CYBERFUEL guarantees full compliance with the obligations set forth in the Law for the Protection of Individuals with Respect to the Processing of Personal Data No. 8968 and its regulations. In accordance with the current regulations on personal data protection, **CYBERFUEL** will act as a technological intermediary during the term of this agreement.

The **CLIENT** understands and accepts that it must adapt its commercial operation to such regulations and, if applicable, register the databases subject to registration before the Data Protection Agency (Prodhab), in case the database is registrable according to Costa Rican regulations.

CYBERFUEL shall not be held responsible for any non-compliance that the **CLIENT** incurs with respect to Prodhab and/or third parties, with respect to the obligations contained in national or international personal data protection regulations, in the corresponding part or activity.

The **CUSTOMER** will be responsible, if he/she wishes to share his/her information for the tax identity, so that this tool will allow him/her to register as a customer in the different stores or suppliers, so that the invoice or ticket arrives in a faster way.

ALTERNATIVE DISPUTE RESOLUTION

Any controversies, differences, disputes or claims that may arise from the use of the Platform by the User shall be submitted in the first instance to **CYBERFUEL**'s Assistance Center, in the second instance to a conciliation procedure, and in the third instance to legal arbitration, both at the Conciliation and Arbitration Center of the Costa Rican Chamber of Commerce, according to the terms provided in due course by **CYBERFUEL**.

SUPPORT CENTER

The Platform shall remain active, with 99% availability, 24 hours a day, 365 days a year, except for interruptions or suspensions due to acts of God or force majeure.

In case of incidents, queries or specific requests, the User may contact the CYBERFUEL Help Desk available on the Platform.

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Access to the Platform implies acceptance by the User of the contents of these Terms & Conditions, and his commitment to respect them.

CYBERFUEL reserves the right to modify, update or delete any content of the Platform, at any time and without prior notice, unless otherwise provided for in contracts signed by CYBERFUEL and the CUSTOMER or USER.

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