

This Terms of Service (the "Agreement") is a legally binding contract between MyExHost Solutions (the "Company") and you (the "Customer") that shall govern the purchase and use, in any manner, of services provided by the Company to the Customer (collectively, the "Services").

By purchasing or using the Services in any manner, the Customer represents that he has read, understand, and agrees to all terms and conditions set forth in the Agreement, and that he is at least eighteen (18) years old and has the legal ability to engage in a contract in the State of New York. If the Customer does not accept the Agreement and all terms and conditions set forth within, he should not purchase or use, in any manner, Services from the Company or, if he has already purchased Services, he should contact the Company immediately to terminate the Agreement. It is further understood that the Agreement is subject to change from time-to-time, in whole or in part, without prior notice.

Term of Agreement

The Agreement becomes effective immediately upon submission of an order by the Customer for a period of time as specified on the original order form (the "Billing Term"). Following the expiration of any Billing Term, the Agreement shall automatically renew for an equivalent period of time unless terminated by either party as outlined below.

Payment and Fees

All fees are billed in United States Dollars ("USD") or Ringgit Malaysia ("RM") and are subject to change at anytime with thirty (30) days prior notice to the Customer. Any account not paid in full by the end of the first day of the Billing Term will be suspended and a "Late Penalty" of \$10.00 USD or RM 35 will be applied to the account. Following seven (7) days of non-payment, the Company reserves the right to terminate Services. The Company is not responsible for any damages or losses (including, but not limited to, loss of profit and loss of data) as a result of such suspension or termination.

Refund Policy

The Company offers a thirty (30) days money back guarantee on shared web hosting. No refunds are offered on reseller hosting and dedicated server and accounts. Additionally, no refunds will be issued for setup fees, domain registration, SSL certificates, dedicated IP addresses, or software licenses. Refunds are not offered for accounts that are suspended or terminated for violating the Agreement. Refunds are only available for new accounts. If the Customer previously had Services with the Company, whether or not a refund was received, the Customer would not be eligible for a refund. The Company reserves the right to refuse a refund at anytime and for any reason. Refunds will be issued only to bank account that the original payment was sent from.

The Company does not issue refunds via check, alternate credit cards, or other payment methods. In any event, no refunds are offered after the first 30 (30) days of Service.

Cancellation of Services

The Customer may cancel service by providing no less than three (3) days prior notice by sending an Email to our Customer Support department at email: myexhost@myexhost.com.

Suspension or Termination of Services

The Company reserves the right to suspend or terminate the Agreement and all associated Services at anytime without notice and for any reason including, but not limited to, breach of any provision of the Agreement. The Company is not responsible for any damages or losses (including, but not limited to, loss of profit and loss of data) resulting from such suspension or termination.

Resource Usage

The Customer understands that Services are operated using shared resources and that excessive consumption of server and/or network resources can have a detrimental impact on other users. The Company reserves the right to suspend or terminate Services that are found to be consuming excessive server and/or network resources. All determinations as to what constitutes “excessive server and/or network resources” shall be at the Company's sole discretion.

Uptime Guarantee

The Company guarantees to have your website accessible 99 % of the time excluding scheduled maintenance, DDOS, and routine reboots. If the Company fails to meet its guarantee, the Customer will be entitled receive a refund for any downtime beyond 1%. This policy applies only to Customer utilizing shared hosting.

Support Policy

The Company agrees to provide 24/7/365 technical support to the Customer. Support will be limited to the Company's primary area of expertise. The Customer understands that the Company does not provide support for 3rd party software, coding or programming issues, building websites, etc. The final decision as to what is or is not covered by this Agreement is at the Company's sole discretion. All official support requests must be make via the Customer Service Email at email: myexhost@myexhost.com.

Emergency Support

The Company offers an “Emergency” support status that should be used only in the event that core services (such as HTTP, MySQL, SSH, or Email) are

down, unresponsive, or non-functional. "Emergency" support does **not** constitute non-critical server issues, requests for minor changes, account suspensions, or other issues. The Customer understands that misuse of the Emergency ticket status will result in an "Emergency Fee" of \$25.00 USD or RM 80.00 per incident.

Support Fair Use Policy

The Company does not limit or restrict the amount of tickets or administration time that the Customer may use. The Company kindly asks that the Customer respects others by not abusing support resources. If the Customer is abusing support resources by submitting incessant tickets, requesting support for menial tasks that do not require support intervention, or constantly demanding immediate and "on the spot" support, the Company reserves the right to limit and/or deny support usage to the Customer.

Support Abuse

If the Customer directs any foul language, threats, or abuse in any form towards the Company or its staff, the Company reserves the right to terminate this Agreement and all associated Services without notice and without refund.

Acceptable Use Policy

The Customer understands that acceptance of this Agreement constitutes further acceptance of the "Acceptable Usage Policy" located at <http://www.myexhost.com/aup.pdf> and all terms and conditions set forth therein. Customer agrees to pay an "Abuse Penalty" of \$25.00 USD or RM 80.00 per violation of the "Acceptable Usage Policy".

No Warranty

Customer expressly agrees that use of MyExHost Solutions Services is at the Customer's sole risk. Neither MyExHost Solutions, its employees, agents, resellers, third party information providers, merchants licensors or the like, warrant that the Company's Services will not be interrupted or be error-free; nor do they make any warranty as to the results that might be obtained from the use of the Services or as to the accuracy, or reliability of any information service or merchandise contained in or provided through our network, unless otherwise expressly stated in this Agreement. Customer also acknowledges and accepts that any damages will be limited to no more than 100% of the previous month's invoice.

Limitation of Liability

Under no circumstances, including negligence, shall MyExHost Solutions, its officers, agents or any one else be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use our service; or that results from mistakes, omissions, interruptions, deletion of

files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to MyExHost Solutions records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all contents on all servers.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold MyExHost Solutions harmless from any demands, liabilities, losses, costs and claims, including reasonable attorneys fees ("Liabilities"), asserted against the Company, its agents, its customers, servants officers and employees, that may arise or result from any Services provided, or performed, or agreed to be performed; or any product sold by the Customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless MyExHost Solutions against Liabilities arising out of (i) any injury to person or property caused by any products sold or otherwise distributed in connection with our servers; (ii) any material supplied by the customer infringing or allegedly infringing on the proprietary rights of a third party; (iii) copyright infringement and (iv) any defective product which customer sold on MyExHost Solutions servers.

Governing Law and Disputes

The Agreement shall be governed by the laws of the Malaysia, exclusive of its choice of law principles, and the laws of the Malaysia, as applicable. By using Services provided by MyExHost Solutions, you agree to binding arbitration. Disputes will be resolved by an independent, certified arbitrator, determined by MyExHost Solutions. Decisions issued by that arbitrator are legally binding and final. All fees associated with the arbitration are the responsibility of the filing party. There are no exceptions to this agreement of arbitration.

Partial Invalidity

If any provision of this agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect. The Company and the Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitute provision.

Transfer of Rights

The Customer may not, under any circumstances, transfer this Agreement to any other party without prior written consent of the Company. The Company reserves the right to levy a fee prior to any such transfer. The Company further reserves the right to deny any transfer.

Updates to This Agreement

MyExHost Solutions may modify, in whole or in part, this Agreement by providing you written notice of such change. Any updated Agreement shall take effect immediately upon the Company posting the change on the company forums as outlined in this clause.