

Datur's Website Service & Legal Agreement

PLEASE REVIEW THIS AGREEMENT THOROUGHLY, AS IT HOLDS SIGNIFICANT INFORMATION CONCERNING YOUR LEGAL ENTITLEMENTS AND RESOLUTIONS

1. INTRODUCTION

The Datur Service Agreement outlines the fundamental terms and provisions governing your utilization of our datacenter services and facilities. This Datacenter Service Agreement ("Service Agreement") exclusively applies to your engagement with Datur's datacenter services, encompassing our website and website marketing-related offerings ("Website Services"). Any capitalized terms mentioned herein but not expressly defined will bear the definitions as stipulated in the Universal Terms of Service Agreement.

2. DESCRIPTION OF SERVICES

Datur offers datacenter services, including, but not limited to, consultancy, website hosting, web development, e-mail, ISP, and related services (the "Services"). A detailed description of the Services, including specifications, is provided at the website www.datur.sr.

3. ACCOUNT TERMINATION & LIMITATIONS

- 3.1 Datur reserves the right to terminate the client's account under the following circumstances:
 - a. Violation of the terms and conditions outlined in this agreement;
 - b. Non-payment of fees within the specified period;
 - c. Any other breach of applicable laws and regulations. Termination may be immediate or subject to a notice period, as determined by the Datur.
- 3.2 Datur shall not be liable for any consequential, indirect, or incidental damages arising out of the use of its datacenter services.
- 3.3 Service uptime is guaranteed at 99.85% per month, excluding scheduled maintenance, with the SLA being the primary reference.
- 3.4 Data storage limitations apply as specified in the service agreement. Any exceeding of these limitations may result in additional charges or service restrictions.

4 YOUR OBLIGATIONS; REPRESENTATIONS AND WARRANTIES

- 4.1 As the client or subscriber, you agree to the following obligations:
 - a. Ensure compliance with all applicable laws and regulations related to the use of the datacenter services;
 - b. Safeguard and regularly back up your data;
 - c. Promptly report any issues or disruptions in service to the Datur;
 - d. Abide by any usage restrictions and limitations set forth in this agreement;
 - e. Pay all fees and charges in accordance with the specified payment terms.
- 4.2 Datur represents and warrants that it has the necessary expertise and resources to provide the datacenter Website Services in a professional and competent manner.
- 4.3 The client represents and warrants that it has the authority to enter into this agreement and that the data and content it hosts on the provider's servers do not violate any third-party rights or applicable laws.

- 4.4 Datur offers no warranty regarding the suitability of the services for the client’s specific purpose and usage.
- 4.5 It is solely the client's responsibility to save and create backups for their website, as well as any User Content, and all data or information transmitted or received through the Website Services.
- 4.6 For all Website Services, “Your User Content” encompasses any domain names registered by or on behalf of the client in connection with the Services. Datur relies on the assertion of the client for appropriate content usage for any website you establish or oversee.
- 4.7 Data Storage and Security: the Client is accountable for the maintenance of their website and all of its content on Datur’s servers. It is the client's sole responsibility to take the following measures:
 - a. Prevent any loss or damage to your content.
 - b. Maintain independent archival and backup copies of your content.
 - c. Ensure the security, confidentiality, and integrity of all your content transmitted through or stored on Datur’s servers.
- 4.8 Compliance: The client agrees to comply with all applicable laws and regulations related to the use of the Services.
- 4.9 Data and Content: The client is solely responsible for the data and content stored or transmitted using the Services and ensures that such data and content do not infringe upon any third-party rights or violate any applicable laws.

5 FEES AND PAYMENT

- 5.1 Fees: The Client agrees to pay the fees as specified in the invoice.
- 5.2 Payment Terms: The Client shall adhere to the payment terms outlined in the invoice.
- 5.3 Disputed Charges: In the event that the Client has a genuine dispute with any charges for any of the Services from Datur, the Client must promptly notify Datur in writing of the contested charges on or before the Due Date. This notification should include a reasonable explanation for and the specific amount of the dispute. It is important to note that the Client remains obligated to pay the undisputed portion of the Services charges by the Due Date. Within 10 business days of receiving the dispute notice, Datur will review the contested charges.

6 SERVICE LEVEL AGREEMENT (SLA)

Additionally, it’s important to note that all clients, including those who have not specifically agreed upon a specific Service Level Agreement (SLA) with Datur, are automatically placed under our basic SLA. This ensures that every client receives a minimum level of service commitment from Datur. Below is a brief overview table outlining key metrics included in our SLAs, such as uptime percentages and response times:

Pick your SLA ¹		☐ Standard	☐ Pay As You Go ²	☐ Premium
Price per Month		[Total per Month in USD]	No additional cost	[Total per Month in USD]
Hotline Support		8/5	Not applicable	24/7/365
Service Hours		8hrs x 5days	8hrs x 5days	24hrs x 7days
Remote Hands		30 min p/m included	Additional costs	60 min p/m included
Smart Hands		30 min p/m included	Additional costs	60 min p/m included
Response Time	Low	2 hrs (Office hrs) 4 hrs (Outside office hrs)	2-4 hrs (Office hrs)	1 hr. (Office hrs) 2 hrs (Outside office hrs)
	Medium	2 hrs (Office hrs) 2-4 hrs (Outside office hrs)	2-4 hrs (Office hrs)	1 hr. (Office hrs) 2 hrs (Outside office hrs)
	High	1 hr. (Office hrs) 2 hrs (Outside office hrs)	1-2 hrs (Office hrs)	30 min (Office hrs) 1 hr. (Outside office hrs)
	Low	2 business days	Best effort	2 business days

Repair Time	Medium	2 business days	Best effort	1 business day
	High	24 business hrs	Best effort	12 business hrs
Priority in ticket support		Included	Excluded	Included
Guaranteed availability		99.75%	99.50%	99.85%

¹Customer can order customized services, the charges for the SLA Custom will be determined on request.

²Pay As You Go = Basic

7. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of any proprietary or confidential information exchanged during the provision of Services.

8. INTELLECTUAL PROPERTY

- 8.1 Ownership: Client retains ownership of all intellectual property rights associated with its data and content stored or transmitted using the Services.
- 8.2 Datur's Intellectual Property: Datur retains ownership of all intellectual property rights associated with its Services, including but not limited to software, hardware, and infrastructure.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Suriname.