

# Terms & Conditions

## Lemonsurf Co. Ltd. / TERMS AND CONDITIONS

1. Lemonsurf Co. Ltd. ("Lemonsurf Co. Ltd.") is a company providing access to its network on which facilitates a subscribers use of the world wide web ("WWW"), electronic mail ("E-mail"), and FTP, via different types of connection and access including a Narrowband Access and Broadband Access by the subscriber keying in a valid log-in ID. It also provide a web hosting service to companies and individuals wishing to have their own websites or e-commerce presence ("web site hosting and URL registration service").
2. Lemonsurf Co. Ltd. will issue a log-in ID to the subscriber if chosen a non managed hosting and registration service. By using the log-in ID or the managed web site hosting and URL registration service, to access the Services, the subscriber will be signifying his/her acceptance of these terms and conditions.
3. The subscriber is required to adhere to these subscriber terms and conditions of use as well as Lemonsurf Co. Ltd.'s website terms and conditions of use and privacy policy.

#### 4. Definitions

**"the/this agreement"** - means these terms and conditions and Lemonsurf Co. Ltd.'s website and subscription collection process terms and conditions of use as amended and updated from time to time;

**"effective date"** - means the date when the subscriber receives his/her log-in ID or agreed verbal or in any written form to a service contract with Lemonsurf Co. Ltd.;

**"log-in ID"** - means a valid log-in ID and password specifically granted to a subscriber;

**"password"** - means the word or device or sign given by Lemonsurf Co. Ltd. to the subscriber that will entitle the subscriber to gain access to Lemonsurf Co. Ltd.'s computer network;

**"Service" or "Services"** - means any service that may be provided by Lemonsurf Co. Ltd. from time to time;

**"subscription"** - means any amount payable to Lemonsurf Co. Ltd. as stated in this agreement and, where applicable, includes the monthly connection fee, usage fees, and other fees that have been levied for any of the Services, any interest outstanding, all current amounts due and amounts that must still become due.

#### 5. Subscription Agreement

1. Lemonsurf Co. Ltd., with effect from the effective date, hereby grants to the subscriber the use of its computer network to gain access on the terms and conditions on this agreement.
2. The subscriber hereby acknowledges receipt of such access and agrees:
  - that the log-in ID will be used for his/her personal use only;
  - "not to give or make available in any way his/her personal log-in ID and password to any other person for such persons use and undertakes to maintain the confidentiality of such log-in ID and password and at no time shall the subscriber permit and/or initiate a simultaneous network log-in at any time ("unauthorized use)"
  - not to circumvent Lemonsurf Co. Ltd.'s user authentication processes or engage in

attempts to access Lemonsurf Co. Ltd.'s computer network where not expressly authorized to do so;

- that in the event that the subscribers password is compromised, the subscriber shall immediately notify Lemonsurf Co. Ltd. and change his password; and
- that in the event that any unauthorized use takes place, to pay immediately, on demand made by Lemonsurf Co. Ltd., all costs, loss and/or damage (including both direct and consequential loss or damage) incurred or suffered by Lemonsurf Co. Ltd. arising out of the use of such subscriber log-in ID or wrong doing.

#### 6. Issue password (If not chosen a managed hosting service)

Lemonsurf Co. Ltd. will issue a password to a subscriber when registration and in no event Lemonsurf Co. Ltd. shall must keep password by any means. The subscriber must keep his/her password in confidential and must not give or make available in any way his/her password to any other person to engage in attempts to access Lemonsurf Co. Ltd.'s computer network and/or to do and act which unlawful.

Lemonsurf Co. Ltd. shall not be liable in respect of any loss or damage caused by or arising from using the subscriber's password by any other person. The subscriber shall be entitled to change his/her password through online systems, which is provided by Lemonsurf Co. Ltd.. In case the password is changed and/or the subscriber could not recognize his/her password, the subscriber may request Lemonsurf Co. Ltd. to set up new password, and Lemonsurf Co. Ltd. reserves the right to adjust the fees of such service.

#### 7. Lemonsurf Co. Ltd. reserves the right to approve login name requested by the subscriber, which will be as a part of the subscriber's e-mail address, as it deems appropriate for protection of the issuance login-name in duplicate.

If the subscriber requests to change his/her login-name after the first login-name registration, Lemonsurf Co. Ltd. is entitled to change the service fees of such change as it think fit.

#### 8. Cancellation Policy

Your hosting and registration services can be canceled any time. The cancellation of the service (s) must be received at least 5 weeks prior to the end of the service year. You will be fully charged for the yearly hosting and register Fee and any Extra Charge of your last billing period if the cancellation is not received within the cancellation time named above. Lemonsurf Co.Ltd. gives you an unconditional 30 day money back guarantee on managed shared hosting, for any customer who paid the first invoice. **There are no refunds on administrative fees, install fees for custom software, or domain name purchases!** The company will not be responsible for any damage that may be occurred from this cancellation.

\*\* In the event that the customer wishes to cancel subscription prior to the expiry date, the company reserves the right to retain any remaining balances in subscription and / or rental fees.

#### 9. System Availability

1. Lemonsurf Co. Ltd. will use reasonable endeavors to make the service available to the subscribers. However, you agree that Lemonsurf Co. Ltd. shall not be liable in respect of any loss or damage caused by or arising from the unavailability of, any interruption in or

the use of the service for any reason whatsoever. This exclusion of liability of Lemonsurf Co. Ltd. for loss or damage will include (but not limited to):

1. losses caused by negligent acts of Lemonsurf Co. Ltd. and any acts of Lemonsurf Co. Ltd.'s employees;
  2. any direct, consequential, incidental, indirect or special loss or damage flowing from business interruption, loss of business information, loss of data or any other cause;
  3. any loss regardless of whether a claim for such loss is based on breach of contract, tort, breach of implied warranties or otherwise; and
  4. any loss whether it could have been foreseen or not.
2. Lemonsurf Co. Ltd. will notify you of any maintenance and repairs which may result in the service being unavailable, but does not warrant or otherwise contractually undertake that such notice will be given.
3. Payment of Charges
1. The subscriber shall pay the subscription, charges and charge rates applicable as at the effective date subject to any increases or decreases as may be effected from time to time.
  2. The subscriber shall be invoiced for the yearly [service] fee as agreed in advance 4 weeks before the yearly service term runs out, and for service fees as agreed on a monthly basis on the last day of the month or after receiving the service.
  3. The following payment terms apply (unless otherwise agreed in writing or via a confirmed email with Lemonsurf Co. Ltd.).  
All packages and programming jobs require 50% initial payment before any work can be done by Lemonsurf Co. Ltd..  
For website add-ins such as domain name and domain hosting, payment of the total amount one year in advance is required. For equipment that will be used together with our system, 80% initial payment is required.  
The remaining balance must be paid upon completion of work.
  4. In the event that the subscriber fails to pay any amount which may become due by the subscriber to Lemonsurf Co. Ltd. in terms hereof on the due date for such payment, then, without prejudice to any of the rights granted to Lemonsurf Co. Ltd. in terms hereof:
    1. any such amount not paid on due date shall bear interest at the rate of 5% above MOR rate of the Ayudhya Bank Plc., calculated daily in advance as from the due date (both dates inclusive);
    2. Lemonsurf Co. Ltd. shall be entitled to take all such further steps, without notice, as may be necessary to recover such monies from the subscriber, and/or to suspend the service to the subscriber until such time that the subscriber has fulfilled his/her obligations in terms hereof, or to terminate this agreement. The subscriber agrees that he/she shall pay all costs associated with the recovery of monies including legal fees on an attorney and own client basis.
    3. Lemonsurf Co. Ltd. shall give the subscriber 30 days written notice of any increase or decrease in the rates should Lemonsurf Co. Ltd. in its sole discretion elect to increase or decrease such rates, and the subscriber

shall be bound to such adjustments.

10. Security

1. In order to ensure the security and reliable operation of Lemonsurf Co. Ltd.'s network to all subscribers, Lemonsurf Co. Ltd. hereby reserves the right to take whatever action Lemonsurf Co. Ltd. finds necessary to preserve the security and reliability of its server network.
2. The subscriber acknowledges that he/she is prohibited from utilizing Lemonsurf Co. Ltd. services to compromise the security or tamper with system resources or account(s) on computer(s) at Lemonsurf Co. Ltd., or at any other site.

11. User Etiquette and Abusive Behavior

1. The subscribers shall not engage in any abuse of e-mail or spamming, and which shall include, but not be limited to, the posting or cross-posting of unsolicited articles with the same message (or substantially the same message) to e-mail and newsgroup recipients that did not request to receive such messages;
2. The subscribers shall not add, remove or modify identifying network header information in an effort to deceive or mislead or attempt to impersonate any person by using forged headers or other identifying information of any other person;
3. The subscribers shall not post or transmit any message, data, image or program which is defamatory, or violates any other personality rights;
4. The subscribers shall not post or transmit any message, data, image or program which is illegal, offensive, threatening, abusive, harassing, harmful or hateful data, image or program;
5. The subscribers shall not post or transmit any message, data, image or program which violates the intellectual property rights of others;
6. The subscribers shall not interfere with use of the Internet by any other Lemonsurf Co. Ltd. subscribers or other users;
7. The subscribers shall not post or transmit any file which contains viruses or any other destructive features, regardless of whether or not damage is intended by the subscriber;
8. The subscriber shall not violate the privacy of any person, which shall include but not limited to, hacking. In the event that the subscriber engage in any one or more of the above prohibited practices, which shall be determined in Lemonsurf Co. Ltd.'s sole discretion and which decision shall be final, then Lemonsurf Co. Ltd. shall be entitled to:
  1. terminate, without notice, the subscriber's account and/or access to Lemonsurf Co. Ltd. services, including but not limited to web hosting services, URL register service and e-commerce services;
  2. bill the subscriber for any costs incurred by Lemonsurf Co. Ltd., including, but not limited to, bandwidth, administration costs, downtime, usage of Lemonsurf Co. Ltd.'s name or registered domain names, and CPU cycles; and
  3. notify all those persons who received the offending spam of the personal and public information of the subscriber.

12. Indemnity

The subscriber hereby indemnifies and holds Lemonsurf Co. Ltd. and any other person free from liability for loss or damage of whatever nature and howsoever arising from the subscriber's use of the service and/or failure to perform its obligations in terms of this agreement, including but not limited to its failure to comply with these Terms and Conditions of use, and with any other requirements of Lemonsurf Co. Ltd. as may be imposed from time to time.

13. Breach

If the subscriber be in default of any payment due in terms of this agreement or fail to observe and perform any of the other terms, conditions or obligations of this agreement, then Lemonsurf Co. Ltd. shall be entitled, but not obliged, in its sole discretion and without prejudice to any of its rights that it may have in law, including the right to claim damages, without notice, to do the following:

1. claim immediate payment of all amounts payable in terms of this agreement, whether or not such amounts are due; and/or
2. immediately suspend the services provided for in this agreement until such time that all such outstanding amounts have been paid; and/or
3. immediately terminate this agreement, retain all monies already paid by the subscriber and to recover all legal costs, including costs on the attorney and own client scale.

14. Cession and Delegation

Lemonsurf Co. Ltd. shall be entitled to cede and transfer or delegate to any third party at its absolute discretion all or any of its rights or obligations under this agreement.

15. Jurisdiction

The subscriber hereby irrevocably consents to the jurisdiction of the Court of justice in Thailand in respect of any proceedings that may be initiated by Lemonsurf Co. Ltd. arising out of this agreement.

16. General

1. The parties acknowledge and agree that this agreement sets out the whole of the agreement between them and that there are no other agreements, guarantees or representations, either verbal or in writing, in regard thereto upon which any party is relying in concluding this agreement.
2. No variation of this agreement unless (i) carried out unilaterally by Lemonsurf Co. Ltd. or (ii) recorded in writing and signed by the parties, shall be binding on Lemonsurf Co. Ltd..

17. Mailing Address for the Purpose of Giving or Serving any Notice

1. Lemonsurf Co. Ltd., 124/461 , Moo 5, T. Rassada, A.Muang, Phuket 83000 Thailand

18. The subscriber acknowledges that as at the effective date, all the details furnished by it to Lemonsurf Co. Ltd. are true and correct.

19. Lemonsurf Co. Ltd. reserves the right to amend these Terms and Conditions as it deems appropriate.