

Terms of Service

1. General

7.1. The following Terms of Service apply to all business relationships between the **person placing the order**, hereinafter called the Customer, and the company **Î.C.S. Trabia-Network S.R.L.**, hereinafter called Trabia-Network, located in the Republic of Moldova, registered with the Chamber of Commerce in Chişinău under number 1005600060224.

7.2. An up to date copy of the Terms of Service can be obtained via Internet on Trabia-Network's Websites, request to be sent by E-Mail or taken as a hard copy at Trabia-Network's office located in Chişinău, Republic of Moldova.

7.3. Trabia-Network reserves the right to add, delete or modify any provision of its Terms of Service at any time. If Trabia-Network has changed its Terms of Service, Trabia-Network shall immediately inform its Customers by e-mail about such change and publish the new version on its Websites. The new Terms of Service are considered accepted by the Customer if they don't explicitly disagree with them in written form within a timeframe of 30 days after the changes have been announced and published. A disagreement with the new Terms of Service shall result in termination of all current business relations between Trabia-Network and the Customer.

2. Conclusion of the contract

2.1. Upon ordering, the Customer is bound to the tentative offer. Trabia-Network will confirm receipt of the Customer order immediately by e-mail. The confirmation shall not be contractually binding. The confirmation and acceptance of the contract may be incorporated together.

2.2. Trabia-Network reserves the right to accept or reject the order within a period of seven (7) days after receipt. Trabia-Network further reserves the right to refuse any order by any person at any time without specifying any reason whatsoever.

3. Subject of the contract

3.1. Trabia-Network offers its Customers different kinds of data center related solutions and services.

3.2. Services provided within Trabia-Network's data center facility include features, such as guaranteed power through multiple phases, UPS and Diesel Generator; industrial air conditioning system with a guaranteed room temperature below 20 degree Celsius within the server areas; 24/7 security on-site; anti-fire systems within the server areas.

3.3. Trabia-Network guarantees its Customers an annual average network availability of 99.9% for the infrastructure of its data center facility.

3.4. Trabia-Network guarantees its Customers round-the-clock availability of technical support staff. Outside of Trabia-Network's business hours and on public holidays in the Republic of Moldova, the Customer may reach Trabia-Network's support staff using the 24-hours' Support Hotline for emergency cases.

3.5. Trabia-Network is not responsible and cannot be made liable for any service offered to its Customers that requires the involvement of a third party, including but not limited to, licensing of software, registration and maintenance of domain names and IP addresses.

3.6. Services of any kind that are provided to the Customer free of charge ("Free Services") by Trabia-Network do not constitute any commitment from Trabia-Network to the Customer. Trabia-Network reserves the right, in its sole discretion, to terminate any Free Service it provides at any time, without assigning any reason to anyone.

4. Content / Data and Transmission of Data

4.1. The Customer shall be responsible for all their data they transmit and/or store on hardware provided or co-located on Trabia-Network, and shall also be obligated to maintain and process regular backups of such data.

4.2. The Customer shall carry out an entire data backup before any changes are made.

4.3. Services of Trabia-Network may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable Moldavian and/or International law or regulation is strictly prohibited. This includes, but is not limited to:

- a) UCE (Unsolicited Commerce Email) / Spam
- b) Copyrighted Material
- c) Trade Secrets or other intellectual property rights used without proper authorization
- d) Unacceptable content or links (Pirated Software, Hacker Programs/Archives, WareZ)
- e) Software/Systems that are designed to harm other people (e.g. Scam, Phishing, Botnet, Malware, Virus)

4.4. Anything that harms the integrity of Trabia-Network's network or other networks is strictly prohibited and results in an immediate suspension of Trabia-Network services without prior notice. This includes, but is not limited to:

- a) Trying to gain unauthorized access into other systems/networks
- b) Manually changing/manipulating the devices' physical MAC address
- c) Forging of any network packet headers
- d) Denial of Service (DoS) attacks of any kind
- e) Use of probing, or scanning of systems security or authentication measures, data, or traffic interference with service to any user, host, or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system, broadcast attacks, MITM (man in the middle) attacks

4.5. In case Trabia-Network receives "Abuse Complaints" regarding the Customer, Trabia-Network shall forward these abuse complaints to the Customer and verify its validity. If it turns out to be a valid abuse case, Trabia-Network gives the Customer a 24-hour timeframe to resolve the issue. If the Customer fails to contact Trabia-Network and/or doesn't resolve the abuse issue within this given timeframe, Trabia-Network reserves the right to partially restrict or fully suspend the services provided to the Customer. Trabia-Network reserves the right, in urgent matters, to directly restrict or suspend the service and contact the Customer for afterwards.

5. Privacy and Customer particulars

5.1. Personal data of the Customer will only be collected for maintenance of the Customer's personal account within Trabia-Network's Client Area and to supply the requested services to the Customer. Personal data won't be shared with any third party if not necessary to provide the requested service.

5.2. The Customer's personal data may be submitted to public databases ("Whois Database") for domain names and IP addresses if necessary for registration and provision of services.

5.3. Trabia-Network takes data privacy very seriously and guarantees that it won't misuse or sell any Customer private data to any third party at any time.

5.4. Trabia-Network guarantees that it does not, at any time, sniff or monitor the data traffic of the Customer. Further, Trabia-Network will not access private data of the Customer if they ask Trabia-Network to access their server.

5.5. The Customer is obliged to keep their data up-to-date within their Client Area; this includes, but not limited to, the name, full address, and country of residence; phone number and e-mail address. Trabia-Network sends all important information to the Customer by e-mail. The Customer receives a password which shall be used to login to the Client Area and maintain any services provided by Trabia-Network. The Customer agrees to keep the access to their Client Area account confidential and shall be responsible for any action taken within their account, irrespective of who initiates such action.

5.6. All business relations (e.g. correspondences, requests, ordering of new services, cancellation of services) are done within the SSL secured Client Area and the account of the Customer. In case the Customer contacts Trabia-Network through another medium (e.g., e-mail, fax or phone), the Customer needs to mention his "Client ID" and "PIN Code", which can be found within their Client Area account. In case this information isn't provided, Trabia-Network reserves the right to refuse the communication, as it can't verify the authorization of the Customer. The Customer can generate multiple PIN Codes and "Sub-Accounts" within their Client Area account to give an example access to other co-workers/employees. Under all circumstances, the Customer shall be solely responsible for any action taken within their account, irrespective of who initiates such action using a generated PIN Code or Sub-Account.

6. Independent Internet Number Resources

6.1. Trabia-Network is a member of the RIPE NCC and offers to its Customers registration and maintenance services for "Independent Internet Number Resources" as "Local Internet Registry" ("LIR"). The term "End User" is an alias definition for the Customer within this Article 6 and its paragraphs.

6.2. Trabia-Network charges a yearly maintenance fee for each Independent Internet Number Resource maintained for the End User through the RIPE NCC membership of Trabia-Network. The yearly maintenance fee is payable by September 15th for the next year in advance.

6.3. In case the End User wants to request a new Independent Internet Number Resource assignment, they are required to submit to Trabia-Network the corresponding request file for this resource. For maintenance and registration, the documents required include an extract from the Commercial Trade Register or equivalent document proving the registration of the End User's business with their national authorities and a photocopy of a valid identity card or passport of the signee. In the event the End User's business has not been incorporated and not registered with the Commercial Trade Register, a copy of a valid identity card or passport is sufficient. Further information and help can be found at: <http://www.ripe.net/ripe/docs/>

6.4. The End User understands and agrees that Trabia-Network can only maintain the assignments as long as the assigned Independent Internet Number Resources are used in accordance with RIPE policies as relevant to End Users. More specifically, Trabia-Network shall maintain the assignments subject to the following conditions:

- a) The End User shall use the Independent Internet Number Resources assigned to it for internal purposes within its own network only.
- b) The End User understands and agrees that the assignment does not confer upon the End User any proprietary or transferable rights in respect of the Independent Internet Number Resources. The End User shall not assign, delegate, sub-delegate or otherwise allow third parties to use the Independent Internet Number Resources assigned to it pursuant to requests made by Trabia-Network pursuant to this Terms of Service.
- c) The End User shall use the assigned Independent Internet Number Resource solely for the purpose as specified in the request on the basis of which the Independent Internet Number Resource have been assigned.
- d) The End User shall comply with the current RIPE policies relevant to End Users, published at [www.ripe.net](http://www.ripe.net/ripe/docs/), current documents available at <http://www.ripe.net/ripe/docs/>, and as amended from time to time by the RIPE community in accordance with the RIPE policy process.
- e) The End User, during the term of the contract, shall provide Trabia-Network with correct and up-to-date information for recording the assignment in the RIPE Database (see also 5.2 and 5.5)
- f) The End User shall respond to correspondence by Trabia-Network and the RIPE NCC with regard to assignments made pursuant to requests under this contract and directed at the address last notified to Trabia-Network by the End User.

6.5. The End User understands and agrees that the RIPE NCC may revoke assignments if the End User does not use the assigned Independent Internet Number Resource in accordance with RIPE policies as relevant to End Users and as further specified in paragraph 6.4.

6.6. Liability terms in addition to Article 7 of this Terms of Service:

- a) Trabia-Network does not warrant that the requested Independent Internet Number Resources will be assigned upon request.
- b) Trabia-Network does not warrant that assigned Independent Internet Number Resources will be routable on any part of the Internet.
- c) The End User shall be liable for all aspects of the use of the Independent Internet Number Resources assigned to them and all that ensues from the use of Independent Internet Number Resources.
- d) Trabia-Network shall, in all cases, not be liable for damages caused by a failure by the RIPE NCC to make the Independent Internet Number Resources available (on time), or for damages in any way connected with the use of the Independent Internet Number Resources.

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- e) The End User shall indemnify Trabia-Network against any and all third party claims filed against Trabia-Network in relation to the End User's use of the Independent Internet Number Resources assigned to it pursuant to this Terms of Service.
- 6.7. Termination terms in addition to Article 9 of this Terms of Service:
- a) Upon termination, Trabia-Network shall ask the RIPE NCC to delete the RIPE Database record for the Independent Internet Number Resources assigned pursuant to this Terms of Service and ask the RIPE NCC to take measures to revoke the Reserve DNS for the respective Independent Internet Number Resources. The End User furthermore understands and accepts that Trabia-Network and the RIPE NCC may take any other measures necessary to enable the Independent Internet Number Resources to become eligible for re-assignment to other End Users.
- b) Upon termination, and expected for replacement of an agreement by another agreement for the same Independent Internet Number Resources as mentioned in Para 6.7, point (c), the End User shall no longer be entitled to use, and shall refrain from use of, the Independent Internet Number Resources and the Independent Internet Number Resources may be re-assigned by the RIPE NCC to other End Users. The End User understands and accepts that it has not and undertakes not to make any claim as against Trabia-Network or the RIPE NCC for the continued use of the Independent Internet Number Resources.
- c) This Terms of Service shall automatically expire for any Independent Internet Number Resources on the date at which the Standard Service Agreement between Trabia-Network and the RIPE NCC pursuant to which the RIPE NCC has assigned Independent Internet Number Resources to the End User has been terminated.
- d) In case the End User fails to pay in time, see paragraph 6.2, Trabia-Network will announce the RIPE NCC that it does not maintain these Independent Internet Number Resources anymore and terminate this contract.
- e) After termination of this Terms of Service accordance with Article 9 or expiry as specified in paragraph 6.7, point (c), the End User may seek to extend the right to use for the same Independent Internet Number Resources by entering into an End User Assignment Agreement with the RIPE NCC or by applying for Assignment pursuant to a Independent Assignment Request and Maintenance Agreement with another IIR. The End User understands and agrees that the Independent Internet Number Resources may be re-assigned by the RIPE NCC to another End User if the End User does not seek to extend the right to use within three months of the termination of this Terms of Service between Trabia-Network and the End User.
- 6.8. The rights and actions granted to the RIPE NCC under paragraphs 6.5; 6.7 points (b), (c) and (e); and 6.9 are being granted irrevocably and for the sole benefit of the RIPE NCC and without the RIPE NCC being given due any consideration.
- 6.9. Trabia-Network shall submit to the RIPE NCC copies of this Terms of Service signed by the End User and the documents stated in paragraph 6.3 submitted by the End User pursuant to this Terms of Service for the purpose of verifying the status of the Independent Internet Number Resources and compliance with the applicable RIPE policies.
- 7. Liability**
- 7.1. For direct damages, secondary damages or lost profits due to technical problems and disturbance within the Internet that are not under Trabia-Network's sphere of influence, Trabia-Network assumes no liability.
- 7.2. Trabia-Network accepts no liability for products and services provided by third parties, and assume no guarantee for their function. This includes services provided by Trabia-Network to the Customer where third parties are involved, including but not limited to, licenses, domain names and IP addresses.
- 7.3. For indirect damages and loss of profits, Trabia-Network is liable only in cases of intentional or gross negligence. In this case, Trabia-Network is liable only for the contract-typical predictable damages up to a maximum of 100% of the costs the Customer paid for the services ordered.
- 7.4. Trabia-Network cannot be held liable for loss of data in any case or any situation.
- 7.5. The Customer is obliged to report any kind of outage or problem immediately to Trabia-Network. Trabia-Network cannot be held liable for anything that hasn't been reported in time when the outage occurred.
- 7.6. The Customer shall be solely responsible and liable for all actions taken by them, their customers or anyone using the services provided to them by Trabia-Network, including all terms within this Terms of Service.
- 7.7. The Customer agrees to indemnify Trabia-Network against all claims by third parties, including without limitation liability for all legal defense costs (e.g. court and attorney fees), which may result from illegal Internet content and usage (See paragraphs 4.3, 4.4, 4.5 and 4.6).
- 8. Finances / Payments**
- 8.1. The current prices for Trabia-Network's services can be found on its websites. Custom prices and offers can be discussed verbally or in written form. The price and conditions of the custom offer are understood as accepted upon first payment of the service, first use of the service or a signed annexeure to this Terms of Service, whichever event occurs earlier.
- 8.2. All services provided by Trabia-Network have to be paid in advance.
- 8.3. The Customer will receive their invoices for the services taken by them fourteen (14) days before the actual due day of the service within their Client Area account and by E-Mail as PDF-Document attachment. Trabia-Network does not send invoices via regular postal service.
- 8.4. The payment for an invoice has to reach Trabia-Network lately on the due date mentioned in the invoice. If the payment does not reach Trabia-Network on or before this date, the invoice shall be considered over-due. In the event an invoice reaches four (4) days over-due, Trabia-Network reserves the right to suspend the services of the Customer immediately, which shall not affect the obligations for the Customer to this Terms of Service and the obligation to pay their invoices.
- 8.5. Base currency for all prices of Trabia-Network's services is Euro (EUR). All currencies other than EUR (e.g. MDL, USD) are subject to the official daily exchange rates determined by the National Bank of Moldova. In case the exchange rate of 1.0000 EUR falls below 15.0000 MDL, a minimum exchange rate of 15.0000 MDL per 1.0000 EUR shall apply.
- 8.6. Trabia-Network is bound by multi-currency business due to its international business relations, partnerships and customers. Trabia-Network reserves the right to change prices and adjust exchange rates in order to prevent losses or damages that can occur from drastic international market changes.
- 8.7. Trabia-Network accepts payments in MDL from Customers of the Republic of Moldova and payments in EUR and USD from international Customers only. The Customer shall cover all losses Trabia-Network might suffer from converting payments from a currency other than MDL, EUR or USD and understands that payments in other currencies might delay the payment realized by Trabia-Network and/or result in cancelation (refund) of payment, which obliges the Customer to pay again in a supported currency.
- 8.8. All prices for Customers within the Republic of Moldova are, for individuals and corporations, inclusive of Value Added Tax (VAT), if applicable and if not, as agreed.
- 8.9. All prices for Customers outside the Republic of Moldova are, for individuals and corporations, exclusive of Value Added Tax (VAT). Customers outside the Republic of Moldova receive their services VAT-free as described within the law of the Republic of Moldova.
- 8.10. Trabia-Network offers its new Customers that never had a business relation with it before, a 14-days' money back guarantee. From the day that Trabia-Network supplied the ordered service to the Customer, they have fourteen (14) days time to revoke their order and contractual statement without stating any reasons. In case the Customer uses their right of revocation, Trabia-Network shall be obliged to issue a refund within thirty (30) days upon receipt of the revocation by the Customer. The money back guarantee and the right to revoke excludes any services that require the involvement of a third party, including but not limited to, software licenses of third parties, domain names and Independent Internet Number Resources; custom made orders that Trabia-Network ordered specifically for the Customer; one-time setup fees; orders that exceed the amount of 499 EUR or if the Customer violated any of this Terms of Service, especially paragraph 4.
- 9. Contract duration / Cancellation / Termination**
- 9.1. Unless terminated, this contract shall remain effective for an indefinite period of time.
- 9.2. This contract may be terminated by either party without giving any reason whatsoever fifteen (15) days before its next due date. In the absence of such termination, the contract will extend automatically by the agreed minimum contract time, which is usually one (1) month, a quarter, half-year, or a year.
- 9.3. Trabia-Network may terminate this contract for any or no reason without any notice to anyone. Notwithstanding anything to the contrary contained hereinbefore, Trabia-Network will terminate this contract in case (a) the Customer is in arrears with payments over due for more than seven (7) days (See paragraph 8.4); and (b) the customer contravenes or ignores warnings about infringement of the requirements of paragraph 4 or repeatedly violates this Terms of Service, or any part thereof.
- 9.4. If the Customer intends to devolve their contractual rights to another person, they require prior written consent from the authorized personnel of Trabia-Network.
- 10. Force Majeure**
- 10.1. Force Majeure shall refer to all external causes, which were not reasonably foreseeable and as a result of which, Trabia-Network is not able to fulfill its obligations towards the Customer. These include, but not limited to, faults in connection with the Internet, faults in telecommunications infrastructure, faults in electricity infrastructure, and faults in networks.
- 10.2. Trabia-Network reserves the right to invoke Force Majeure clause if the circumstance that prevents (further) fulfillment occurs after Trabia-Network was required to fulfill its obligations towards the Customer.
- 10.3. During the period of Force Majeure, the delivery and other obligations of Trabia-Network shall remain suspended. If the period in which Trabia-Network is unable to fulfill its obligations as a result of Force Majeure lasts longer than two (2) weeks, each of the parties shall be authorized to dissolve this Terms of Service without resorting to any legal recourse and without the other party having any right to compensation.
- 11. Governing Law**
- 11.1. The main place of business for all services under this Terms of Service is Chişinău, Republic of Moldova. Jurisdiction for all disputes arising from this contract is for the relevant local Chişinău court if the Customer is a contractor, a legal entity of public law, or public legal special fund. The same applies if the Customer does not have a general jurisdiction in the Republic of Moldova or when the domicile or usual place of residence at the time when cause of action arose is not known. Trabia-Network is also entitled to take legal action in the Customer's country of residence.
- 11.2. If any provision contained in this Terms of Service is held to be invalid by a competent court of jurisdiction, this shall not in any way affect the validity of the remaining provisions.