

TERMS OF SERVICE

1. GENERAL

1.1 These Terms of Service ("Agreement") governs the use of the services ("Service") that are made available by Rabbit Company LLC ("we" or "us"). These Terms of Service represent the whole agreement and understanding between Rabbit Company LLC and the individual or entity who subscribes to our service ("Subscriber" or "you").

1.2 PLEASE READ THIS AGREEMENT CAREFULLY. By submitting your application and by your use of the Service, you agree to comply with all of the terms of service set out in this Agreement. Rabbit Company LLC may terminate your account at any time, with or without notice, for conduct that is in breach of this Agreement, for conduct that Rabbit Company LLC believes is harmful to its business, or for conduct where the use of the Service is harmful to any other party.

1.3 Rabbit Company LLC may, in its sole discretion, change or modify this Agreement at any time, with or without notice. Such changes or modifications shall be made effective for all Subscribers upon posting of the modified Agreement to this web address (URL): <https://rabbit-hosting.com>. You are responsible to read this document from time to time to ensure that your use of the Service remains in compliance with this Agreement.

2. SERVICES

2.1 Rabbit Company LLC offers Subscribers hosting services ranging from hosting games, websites, databases, VPS etc. for the duration of the service term purchased from Rabbit Company LLC.

2.2 Services are provided on the basis of facility and equipment availability. Rabbit Company LLC reserves the right to modify, change, or discontinue any aspect of the Services at any time.

3. DEFINITION OF UNLIMITED USAGE

3.1 What "Unlimited" means: Rabbit Company LLC does not set an arbitrary limit on the amount of resources an account can use. Unlimited resources are intended to meet the typical needs of an average small business or home business.

3.2 What "Unlimited" DOES NOT mean: The accounts are not intended to support the greater web hosting needs of large enterprises, to be used as an online storage warehouse to store backups, archiving of electronic files or emails, documents, log files, etc., to be used as a media file streaming/sharing

hub, or used for any practices deemed unreasonable at the sole discretion of Rabbit Company LLC.

3.3 Reselling any of the Service's resources is strictly prohibited. Any accounts found to be reselling resources will immediately be suspended, with or without notice.

4. SERVICE FEES / PAYMENTS / INVOICES

4.1 Rabbit Company LLC uses an automated payment processing system and only accepts credit card or PayPal payments at this time. All Subscribers are required to maintain valid payment information on file for the processing of any applicable service fees. At its sole discretion, Rabbit Company LLC may use credit card issuer-approved services to acquire updated payment information for the purpose of processing outstanding payments that are on your account.

4.2 Rabbit Company LLC may take any reasonable action to validate your payment and registration information, and collect all payments due. You agree to pay all attorney and collection fees arising from any efforts to collect any past due amounts from you, to the extent allowed by law.

4.3 Service fees are due at the time of order or on the day of renewal. All fees must be paid in full.

4.4 Invoices for all Rabbit Company LLC services can be found by logging into your account control panel.

4.5 Billing inquiries and disputes should be brought to Rabbit Company LLC's attention within 30 days of the invoice date. Failure to do so will be deemed to be an admission that the invoice and charges are accurate.

4.6 If any chargeback or charge dispute notices are received for your account, services provided to you may be immediately suspended pending investigation, and you will be subject to chargeback service charges.

4.7 Accounts will be suspended if its service renewal fees are not paid within 72 hours of the due date.

5. TERMINATION / PLAN CHANGE / REFUND POLICY

5.1 Rabbit Company LLC may terminate your Service under the following circumstances (non-exclusive list):

- ❖ Non-payment of fees
- ❖ You are in breach of any terms of this Agreement
- ❖ Your use of the Service disrupts Rabbit Company LLC business operations or affects any other party

- ❖ All Subscriber data is removed from Rabbit Company LLC servers for such terminations.

5.2 You may request account termination or hosting plan changes at any time by contacting our Customer Service team either through phone or case ticket.

5.3 When submitting your cancellation request, you must provide the correct username and password for your account for verification. Incomplete cancellation requests will be deemed invalid and will not be processed. You will be responsible for any service fees that arise from your failure to cancel your account.

5.4 Refunds will not be given for services that are billed monthly or for one-time service fees. You are eligible for a refund on hosting services that are not billed monthly under the following circumstances:

- ❖ If you cancel your account within 30 days of sign-up, you will, upon request, receive a full refund on the hosting fees paid, less any setup fees or one-time service fees.
- ❖ If you cancel your account within 45 days of a hosting service renewal, you will, upon request, receive a full refund on the hosting fees paid on your most recent renewal. You will be subject to a Refund Processing Fee for this refund.
- ❖ If you cancel your account within 14 days of a hosting plan change, you will, upon request, receive a full refund on the hosting fees paid on your most recent hosting plan change, less any setup fees or one-time service fees. You will be subject to a Refund Processing Fee for this refund.

6. SUBSCRIBER RESPONSIBILITY

6.1 When you apply to use Rabbit Company LLC services, you will be asked to select an ID and Password. The ID and Password are the means through which you access certain services. You acknowledge and agree that it is your responsibility to safeguard the ID and Password you select from any unauthorized use. IN NO EVENT WILL RABBIT COMPANY LLC BE LIABLE FOR THE UNAUTHORIZED USE OR MISUSE OF YOUR ID OR PASSWORD.

6.2 Subscribers are responsible for maintaining accurate account information at all times, including credit card and contact information. This information can be updated in your account control panel.

7. LIMITATION OF LIABILITY

7.1 The Service is provided on an "as is" and "as available" basis and the use of the Service is at your own risk. Rabbit Company LLC makes no representations or warranties, either expressed or implied, with respect to the Service, or any service or information provided through the Service. Rabbit Company LLC is not responsible for any damages, injury or economic loss arising from the use of the content or Service provided by Rabbit Company LLC.

7.2 In no event will Rabbit Company LLC be liable to you for any direct, indirect, incidental or consequential damages or economic loss arising out of the Service or in connection with your website or any other services or products provided to you.

7.3 Rabbit Company LLC, its officers, directors, owners, agents and employees shall in no way be liable to you or anyone else for any loss or injury resulting from the use of the Service or of your website.

7.4 In no event shall Rabbit Company LLC be held liable for any damages or economic loss, whatsoever, as a result of notifying any official of potentially illegal content on your website, or for providing copies of your data files to the appropriate authorities or cooperating with law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct.

8. INDEMNIFICATION

You agree to indemnify and hold Rabbit Company LLC, its affiliates, sponsors, partners, directors, officers and employees harmless from and against, and to reimburse Rabbit Company LLC with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees, costs of investigation) arising out of or relating to your breach of this Agreement or use by you or any third party of the Services.

9. FORCE MAJEURE

Rabbit Company LLC will not be liable for any delay, interruption or failure in the provisioning of services if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labor disputes, or other similar events beyond our control that may prevent or delay service provisioning.