

Z.com Hosting Service Order

This Z.com Hosting Service Order (hereinafter referred to as the “**Order**”) is an integral part of the Master Service Agreement (hereinafter referred to as the “**Agreement**” or “**MSA**”). The following terms and conditions shall apply to the Z.com Hosting Service (hereinafter referred to as the “**Service**”). This Order is an ‘Order’ as mentioned in the Agreement and is governed by the terms of said Agreement. The customer should read this Order in conjunction with the MSA which can be viewed at: <https://cloud.z.com/th/terms/> By registering for the Service, you are acknowledging these terms and conditions, and agree to be bound by them.

1. Definitions

Unless otherwise defined in MSA, the following terms used in this Order shall have the meanings as described herein.

- 1.1 “**Bandwidth**” means the amount of network space allocated to the Customer and is shown in the relevant Hosting Packages.
- 1.2 “**Detailed Regulations**” means any regulations, provisions, rules which form a cohesive framework and must be read in conjunction with one another, as well as with, which taken together, represent the entirety of your obligations and responsibilities with regard to the use of Services.
- 1.3 “**FTP**” means File Transfer Protocol.
- 1.4 “**Service System**” means the server, software and program operated by us for provision of Service.
- 1.5 “**Third Party Software**” means any software or application developed and owned by a third party provider, including Linax®, Microsoft®, cPanel, Magento®, WordPress®, Plesk®, Zpanel®, cloudmark® Installatron , that we may contract with from time to time.
- 1.6 “**User Data**” means any and all files, materials which posted, updated, uploaded, published or maintained and/or on, within, displayed, linked or transmitted to, from or through Service or your website.

- 1.7 “**Web Hosting Control Panel**” means a software interface provided by the Supplier and which forms part of the Registered User’s Web Hosting Space and which provides a range of web hosting functions.

2. Provisions of Services

2.1 We provide the following services to you under this Order:

- (a) Shared Web Hosting service;
- (b) Virtual Private Server Hosting service;
- (c) WordPress Hosting service ;
- (d) Email Hosting service
- (e) Private Hosting service
- (f) The provision of Third Party Software;
- (g) The provision of private IP address;
- (h) The services related to (a) to (h) above.

2.2 Detail conditions of Service shall be specified in below.

<https://cloud.z.com/th/>

<https://hosting.z.com/th/>

<https://wp.z.com/th/>

3. Exclusions from the Service

3.1 The following are specifically excluded from the Service:

- (a) The cost of Domain name registration is specifically excluded from the cost of the Service;
- (b) Advice or support for Invalid Enquiries;
- (c) Any access by the Supplier to the Customer’s Web space via FTP or other electronic means unless with prior agreement with the Registered User;
- (d) Advice or support to enquiries received from Unregistered Users

4. Customer’s Responsibilities

4.1 The Customer is responsible for ensuring that they will not display via the web space any materials which:

- (a) Break, contravene, infringe or violate the laws or regulations of Kingdom of Thailand;
 - (b) Break, contravene, infringe or violate any intellectual property rights of Z.com or any other third party;
 - (c) Are defamatory, slanderous or libelous;
 - (d) Are harassing or threatening;
 - (e) Are discriminatory based on gender, race, age or promotes hate;
 - (f) Violate any Z.com's policy posted on the Z.com's website;
 - (g) Contain viruses or other computer programming defects which result in damage to Z.com or any third party.
- 4.2 The Customer accepts that it may only utilize the Bandwidth allocated to them in the relevant Hosting Package.
- 4.3 The Customer accepts that they will use only properly licensed third party software in relation to the Service.
- 4.4 The Customer is responsible for ensuring that they have made back-up files using the Back-up facility provided as part of the Service via Control Panel and the others.
- 4.5 The Customer further acknowledges and agrees that it:
- (a) Will not use the Services in any way which violates or may violate a right of us or any third party;
 - (b) Will not use the Services in irrelevant way, which includes, without limitation;
 - (1) Interfere, disrupt or attempt to gain unauthorized access to any computer system, network or account for which you do not have authorization to access;
 - (2) Shall impair operation of provision of Services or operating of Service System.
 - (c) Retain sole contractual and any other legal or fiduciary responsibilities related to your User Data. In the event that any dispute in relation to your use of the Service arise, we shall not be liable for any of such dispute in any manner;
 - (d) Will not post, update, upload, publish or maintain and/or on, within, display, link or transmit any of the following content;
 - (i) Image hosting scripts that allow an anonymous user to upload an image for display on another website (similar to Photobucket or Tinypic);

- (ii) Banner ad services for display on other websites or devices (commercial banner ad rotation);
- (iii) File dump/mirror scripts that allow an anonymous user to upload a file for other to download (similar to rapidshare);
- (iv) Commercial audio streaming (more than one or two streams);
- (v) Push button mail scripts that allow the user to specify recipient email addresses;
- (vi) Anonymous or bulk SMS gateways;
- (vii) Backups of content from another computer or website;
- (viii) Bittorrent trackers; or
- (ix) Any script that causes a degradation in the performance of our server or network environment.

5. Compliance with Laws and Regulations

- 5.1 You acknowledge and agree that by using the Service, you shall be deemed to have accepted and agreed to and is bound by MSA, this Order, Detailed Regulations and the laws of Kingdom of Thailand.
- 5.2 We reserve the right to impose Additional Detailed Regulations applying to you.
- 5.3 In the event of any inconsistency between this Order and Detailed Regulations, the terms of Detailed Regulations shall prevail over the terms of this Order, to the extent of the inconsistency.

6. Service Registration Information

- 6.1 The Customer agrees to provide the Supplier with the following information in order to process your registration:
 - Customer name,
 - Company name (if applicable)
 - Company registration number (if applicable)
 - Email address,
 - Mailing address,
 - Telephone number and Mobile number
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- 6.2 If the Customer is registering the Service on behalf of a third party, the Customer hereby confirms that they have received their prior written consent to do so and their agreement to these terms and conditions. The Customer hereby indemnifies the Z.com against any actions or legal proceedings from any third

parties relating to any such registrations.

7. Personal Information

- 7.1 The Customer agrees that Z.com shall handle your personal information in accordance with the laws of Kingdom of Thailand and Z.com Privacy Policy.
- 7.2 Z.com will not process any data about any identification natural person that we obtain from the Customer in a way incompatible with the purpose and limitations described in this Agreement. Z.com will take reasonable precautions to protect the information Z.com obtain from the Customer from Z.com's loss, misuse, unauthorized access or disclosure, alteration or destruction of that information.
- 7.3 This agreement authorizes the Z.com to use any information provided to them as required for the purpose of providing the Service.
- 7.4 The Customer hereby irrevocably waives any and all claims and causes of action that the Customer may have arising from such disclosure or use of the Service registration information.
- 7.5 Z.com agrees that any information received from the Customer will not be used in any way except for the purposes stated in this agreement.
- 7.6 Z.com will take reasonable precautions to ensure that any information provided by the Customer is protected against loss, misuse, unauthorized access or disclosure, alteration or destruction.

8. Term

- 8.1 This Order shall commence on the date as of the Customer first use of the Service and shall remain in effect for a period of months the Customer may select.

9. Termination and Suspension

- 9.1 The Customer may terminate this Order without any reason upon 90 days prior written notice to Z.com.
- 9.2 Z.com may, in its sole discretion, suspend, modify or cancel this Order and/or remove the Customer's User Data from Service System without notice, if;

- (a) Customer fails to comply with any term of this Order, Detailed Regulations and all other applicable rules and laws;
- (b) Customer's use of the Service causes or is likely to cause immediate harm to the public interest or us, or which violates or is likely to violate the laws of Kingdom of Thailand;
- (c) There are activities that threaten the stability of Z.com's Service System;
- (d) Customer's use of the Service is found to constitute an infringement or other violation of a third party's rights;
- (e) The Service violates any laws, Internet conventions and any other regulations of corporations engaged in the Internet business or Internet users on a voluntary basis;
- (f) Z.com need to comply with any applicable laws, government rules or requirements, court orders or requests of law enforcement;
- (g) Any dispute in relation to the Customer's use of the Service arises between third-party and Z.com or the Customer.

10. Effect of Termination

- 10.1 In the event of termination of this Order, Z.com reserves the right to delete the Customer's User Data immediately.
- 10.2 Termination of this Order for any reason does not affect the rights and obligations of either party arising prior to termination. Clauses 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, and 17 shall survive termination of this Order.

11. Service Use by a Third Party

- 11.1 In the event that the Customer permits a third party to use the Service, the Customer agrees to directly assume any and all obligations based on this Order.

12. Third Party Software

- 12.1 Z.com may grant the Customer to use the Third Party Software as part of the Service subject to this Order, Detailed Regulations, and any other the third party provider's policies. The Customer may not disassemble, and reverse engineer the Third-Party Software.
- 12.2 The Customer acknowledges and agrees that;
 - (a) if Z.com modify, or terminate any of Third-Party Software, Customer shall cooperate in performing such steps.
 - (b) Z.com may provide the Customer's personal information to third-party

providers as required to provide the Third-Party Software.

- (c) the third-party providers make no representations or warranties about any Third-Party Software, and expressly disclaim any liability arising of the Customer's use of the Third-Party Software.

12.3 Z.com reserves the right to provide, modify, or terminate any of Third-Party Software at any time.

13. Fees

13.1 As consideration for Z.com providing hosting services to the Customer, Customer agrees to pay Z.com the amounts set forth in the Fee Table hereunder, as amended from time to time.

13.2 Z.com shall not be bound to provide any Service until such Fee is paid.

13.3 All fees must be prepaid and are non-refundable, in whole or in part, even if the service is suspended or terminated.

13.4 Payment must be made by the methods Z.com indicates in application or renewal form. Z.com will renew the Customer's name for Customer provided Customer's billing information is available and up to date. If Customer's billing information is not accurate and Customer wishes to renew his information, Z.com will contact Customer to update this information and charge accordingly.

14. Intellectual Property

14.1 Z.com, or its suppliers and/or licensees, shall own all right, title and interest in and to the Service System, as well as all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property.

15. Dispute Policy

15.1 The Customer agrees to be bound by the Z.com's Dispute Policy which can be found on MSA.

15.2 The Customer also agrees that in the event that a dispute arises with any third party, the Customer shall indemnify and hold the Z.com harmless pursuant to the terms and conditions contained in the Dispute Policy.

16. Disclaimer and limitation of liability

16.1 IN NO EVENT SHALL Z.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS,

BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHICH IS SUFFERED OR INCURRED IN CONNECTION WITH OR RELATING TO THIS ORDER OTHERWISE ARISING OUT OF THE RELATIONSHIP BETWEEN THE CUSTOMER AND Z.COM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT Z.COM WERE AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 16.2 THE CUSTOMER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY LAWS, Z.COM'S TOTAL AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY AND ALL LOSS IS LIMITED TO THE FEES (LESS ANY TAXES) PAID TO Z.COM BY THE CUSTOMER UNDER THE APPLICABLE ORDER IN THE 12 MONTHS PRIOR TO THE LOSS OCCURRING (LESS ANY OTHER CLAIMS PAID BY WE IN CONNECTION WITH OR RELATING TO THAT ORDER IN THAT PERIOD.)
- 16.3 Z.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, DO NOT MAKE ANY GUARANTEE REGARDING THE AVAILABILITY, POSSIBILITY, OR TIME REQUIRED TO PROVIDE THE SERVICE NOR WILL NOT PERFORM USER DATA BACKUPS OR ARCHIVES.

17. Modification

- 17.1 Z.com may, in its sole and absolute discretion, change or modify this Order, Detailed Regulations and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to our Site or upon notice. The Customer's use of the Services after such changes or modifications have been made shall constitute the Customer's acceptance of this Order as last revised. If the Customer does not agree to be bound by this Order as last revised, do not use (or continue to use) Services.

18. Contact with Z.com

18.1 The Customer acknowledges and recognizes that all contact with the Supplier in the first instance should be made via Live Help, the Helpdesk or via e-mail to