

CONTRACTING PARTIES:

**GAMA Electronics**, Mišarska 11, Belgrade,  
represented by Nenad Ćosić (hereinafter referred to as **GAMA**), and

the **USER**,

in Belgrade, on the date \_\_\_\_\_, conclude this

## **SERVER HOUSING AGREEMENT**

### **General Terms & Conditions**

#### **CONTRACTUAL TERMS AND SUBJECT**

##### **Article 1.**

Subject of this Agreement (hereinafter referred to as General Terms & Conditions or GTC) is to enable the User to rent a server from GAMA and/or to authorize GAMA to manage and connect the User's server to GAMA equipment, providing permanent connection to the Internet via GAMA TCP/IP network. GAMA shall charge the User with the appropriate fee for this type of service as specified by the GTC.

User's server computer is a computer with an integrated network interface and pre-installed software intended for use with the User's server.

The Internet is a computer-based global information system.

GAMA Electronics TCP/IP network refers to that part of the Internet controlled and maintained by GAMA.

Username is the User's username for connecting to the Internet with their account.

Password is a string of letters, numbers and characters allocated to the User by GAMA, used for logging in into User's account for the purpose of connecting to the Internet. The User is allowed to change the password at their own discretion.

Login refers to the process of user identification.

A business day is every official working day of the week. GAMA workdays are Monday to Friday from 9:00 to 17:00.

#### **GENERAL OBLIGATIONS OF GAMA ELECTRONICS**

##### **Article 2.**

GAMA shall enable the User to have a direct permanent connection (24/7) to the Internet via GAMA network using bitsyu.net TCP/IP protocol, within agreed limits and according to their capabilities and technical requirements.

GAMA shall fulfill their obligations towards the User upon receiving payment for establishing initial connection and the regular fee for the first month of using the services subject to these General Terms & Conditions as according to the applicable pricelist.

## **OTHER OBLIGATIONS OF GAMA ELECTRONICS**

### **Article 3.**

In addition to general obligations, GAMA also agrees to:

1. Perform technical preparation for providing services guaranteed by the Agreement;
2. Inform the User about the conventions and provisions of the Telecommunications Law and the Internet Code of Conduct, especially in relation to permitted content for User's Internet presentation, available at <http://www.ripe.net>, <http://www.internic.net>, et al.;
3. Promptly notify the User of server malfunctions or any problems with GAMA network/hub if it prevents GAMA partially or completely from providing the services guaranteed by the GTC;
4. Not violate the right to protect confidential data stored on the User's server of which they are aware, except when specifically permitted by law or by General Terms & Conditions;
5. Keep the NOC network infrastructure and the Internet link fully functional during the duration of the Agreement, with the exception of announced and planned works or interruptions to services;
6. Approve a fee reduction for provided services for the period of unavailability if any of the sites located on the rented server are unavailable (i.e. server can neither receive nor send data to the Internet) for more than 60 minutes (one hour) per month, even when it is within the scheduled and announced dates for system maintenance or repair;
7. Provide the User adheres to the provisions of General Terms & Conditions, as well as ensure the User is aware about the special circumstances, such as that the network will be considered functional if one or more network services and/or software on client server are inoperable, or that packet loss caused by problems with the Internet traffic may severely degrade service quality;
8. Provide the User with full (root) access to the server via network, without allowing them direct access to the server;
9. Enable the User to subscribe to GAMA notification system;
10. Provide that GAMA commercial service responds to any formal Request for Offer within one business day;
11. Assess setup time and deadlines for finalizing the configuration for each configuration they offer, in case server requires additional components which are not included in the standard configuration.

## **GENERAL OBLIGATIONS OF THE USER**

### **Article 4.**

As defined by the General Terms & Conditions, the USER agrees to pay compensation for services, including:

- One-time payment for the installation service, with price depending on the server model;
- Monthly payment: Fees for monthly bandwidth (depends on the server model), maintenance, and hardware;
- Additional costs for extra bandwidth.

It is the responsibility of the User to provide adequate equipment if they choose to use their own server, in which case the server will be placed at GAMA communications center and connected to GAMA network and equipment.

## **COMPENSATION FOR SERVICES**

### **Article 5.**

Installation costs include the following services provided by GAMA:

- Installation of the operating system;
- Initial firewall configuration;
- Server Rack installation/setup;
- Connection to the Internet.

Monthly fees include the following services provided by GAMA:

- Prompt assistance in case of hardware failure, 24 hours a day;
- Special username and password, with access to the server monitoring system;
- Basic device monitoring;
- Email technical support;
- Phone technical support for emergency phone consulting;
- Monthly bandwidth (depends on the server model);
- UPS and the redundant power supply.

Additional charges may include other server-oriented services provided by GAMA, such as:

- Firewall configuration (does not apply to initial firewall configuration, which is included in the installation price);
- Monthly server maintenance;
- Server maintenance on demand (charged by the hour);
- System backup;
- Server monitoring.

Current fees for GAMA services are included in the pricelist which is an integral part of the User Agreement, available at [www.bitsyu.net](http://www.bitsyu.net).

## **PAYMENT METHODS AND DEADLINES**

### **Article 6.**

User agrees to pay for the initial setup immediately upon concluding the User Agreement.

At the end of the current accounting period, the User shall settle their monthly/annual bills for the use of services defined by the GTC in advance for the next accounting period.

In order to fulfill their obligations as defined in Article 2 of this Agreement, GAMA shall ensure that the invoice/payment bill is delivered to the User in a timely manner.

If the User misses the deadline as specified in Article 2 of this Agreement, GAMA shall first deliver a written warning to the User, after which they will suspend all their services until the User makes the payment or unilaterally terminates the Agreement and ceases to meet the obligations that are subject to General Terms & Conditions at the end of the current accounting period.

In the event of early termination of the Agreement as defined in Article 4, reactivation/setup fees would have to be settled by the User for subsequent renewal of the Agreement.

## **CHANGES TO THE PRICELIST**

### **Article 7.**

GAMA retains the right to unilaterally change the pricelist which determines the fees for services provided. A fundamental obligation of the User is paying for said services according to the applicable pricelist and as defined by the GTC.

GAMA shall notify the User either by email/regular mail or via notice made available at the Provider's website about any changes to the pricelist at least seven (7) days prior to applying the new pricelist. Changes to the pricelist do not apply to time spent online in service mode, already settled by the User in previous payments.

If the User does not agree to the new pricelist despite being notified about changes in a timely manner, they shall inform the Provider in writing within three (3) days of receiving the notice. This Agreement shall thenceforth terminate and cease to have effect at the end of the current accounting period. If the User does not notify GAMA in the period specified above, they will be deemed to have accepted the changes.

## **ADDITIONAL OBLIGATIONS OF GAMA ELECTRONICS**

### **Article 8.**

The User agrees to:

1. Accept the fact that updating the content on the User's server located at GAMA communications center is only possible via an Internet connection;
2. Promptly inform GAMA about any changes to user data entered in the Application Form, if they occur after the conclusion of this Agreement;
3. Promptly inform GAMA in writing within three (3) days about any changes to their street address, telephone number, email address, and other important information that are necessary for effective communication between GAMA and the User and an effective provision of services within the jurisdiction of GAMA. Otherwise, GAMA shall not be held responsible for any resulting damage to the User;
4. Refrain from illegal or unethical use of the Internet as defined by General Terms & Conditions.

## **USER'S RIGHT TO CHOOSE A SPECIFIC HARDWARE SOLUTION**

### **Article 9.**

If the User feels that GAMA equipment cannot meet their demands, they may send a written request to the Provider for the purchase of specified equipment.

The User should specify in detail the desired hardware solution. GAMA will answer every request in writing within fifteen (15) days from receiving the request. Please note that the control panel cannot be added later if the User selects an operating system which does not support the control panel.

If such is the case, GAMA can offer the User to switch to a new server and perform data transfer to the new server, in which case the User shall pay the sum specified by GAMA for server installation.

Application software installed by the User is not subject to maintenance by GAMA included in the price.

In the event of failure or damage to the equipment due to User's misoperation or negligence, GAMA shall repair damage per request by User and charge them additional fees for the service. The maximum amount of the fee will be no more than the amount of installation fees.

## **USE OF DEDICATED SERVERS**

### **Article 10.**

The User shall independently determine server use and select software contents to be installed on the User's server (such as web presentations, databases, FTP servers, interactive applications, etc.), while conforming to the rules and restrictions regulated by law and as defined by the GTC.

## **PROHIBITED USE OF SERVICE**

### **Article 11.**

The User hereby declares that, when using the service and/or selecting and using software and data on the User's server, they shall act in accordance with international and laws regulations of the Republic of Serbia, as well as agreements, conventions, and codes of conduct adopted by GAMA.

Prohibited conduct includes the following acts:

1. Criminal or civil offense;
2. Breach of copyright and industrial property rights;
3. Acts of unfair competition;
4. Violation of personal rights;
5. Unfair business practices and breach of consumer rights;
6. Breach of agreements, conventions, and provisions of the telecommunications law and the Internet Code of Conduct, adopted by GAMA during or prior to conclusion of this Agreement, with which the User was already familiar.

Prohibited conduct as defined in clause 6. above includes the following acts:

1. Distribution of unsolicited email messages, either via email or Usenet conferences;
2. Using the service to obtain unauthorized access or control over other Internet systems;
3. Spamming GAMA server by sending unsolicited email messages to a large number of addresses on the Internet;
4. Violation of service by causing disturbance to other users of the service; disturbing smooth functioning of GAMA or other network environment, or any other part of the Internet;

5. Sending or forwarding charity requests, petitions, chain letters, advertisements, and promotional materials for products and services, except to designated places;
6. Distribution of viruses and other malware.

## **GAMA RIGHTS WHEN THE USER IS ACTING IN A PROHIBITED MANNER**

### **Article 12.**

If it is assessed that the User is using the service in a manner which violates user policy, GAMA shall send the User a written warning specifying the prohibited acts. User shall cease engaging in prohibited activities and their Agreement shall be suspended for a period of up to ten (10) days.

In addition, in this case, GAMA has the right to disclose user information and the information on user misconduct to authorized persons.

If the User continues with their actions despite the written warning, GAMA has the right to terminate the Agreement with notice to User. In this case, the User will lose the right to a refund of fees for services they have not used prior to the termination of the agreement, and will also be held responsible for any damages.

GAMA assessment regarding User misconduct shall be reviewed when there is reasonable suspicion as to user misconduct as defined in Article 11 of the GTC.

## **GAMA LIMITED LIABILITY**

### **Article 13.**

The provider is not responsible for Internet traffic congestion, slowdown, or errors which they cannot influence, as well as errors caused by force majeure and software problems.

GAMA is not responsible for the proper functioning of telephone lines provided by the PTT, in case of problems with said lines which GAMA cannot influence (such as those caused force majeure or are the sole responsibility of PTT, etc.).

GAMA is not responsible for any damages to the third parties caused by improper user behaviour.

GAMA is not responsible for any violation of user Internet privacy and security made by a third party.

GAMA is not responsible for the safety and accuracy of information exchanged between the User and other Internet users.

GAMA is not responsible for any damages to User or third party caused by violation of User's obligation to maintain confidentiality of information in their user account.

GAMA is not responsible for any damages to the server caused by force majeure.

GAMA is not responsible in any way for the manner in which the User is using the dedicated server, and neither for business results and other consequences of using the service, or the accuracy, currentness, and completeness of the information and other material received or sent by User to third parties that they connect with via said service.

GAMA is not responsible if the User uses the information or any other material/data obtained by using this service in a manner that violates applicable national or international law regulations and conventions, to the detriment of third parties.

GAMA is not responsible for the accuracy, completeness, and timeliness of submitted offers and letters, and neither for the formation and validity of agreements concluded between the user and third parties through this service.

All the information or any other material/data obtained by using the service is used at User's own sole risk.

GAMA is not responsible for server security on the Internet in terms of data integrity protection from third parties on the Internet, and neither for any damages to the User caused by third parties, or the possible loss of data.

## **SERVICE INTERRUPTION DUE TO GAMA NETWORK MAINTENANCE**

### **Article 14.**

GAMA is not responsible for possible disruptions in the connection between GAMA server and the Internet, provided that it occurs as a result of maintenance works on GAMA network/hub infrastructure, under the following conditions: GAMA has notified the User at least three (3) days prior to scheduled start time; and the disruption lasts for no longer than 24 consecutive hours.

Whenever possible, GAMA will carry out planned maintenance works in off-peak (low traffic) periods.

In the event of hardware failure of the rented server (e.g. disk/memory/processor/power supply failure, etc.), GAMA shall replace the damaged or faulty equipment or the server in entirety within four (4) hours, without additional charges.

In the event specified in section 1 above, GAMA shall not be held responsible for possible loss of data due to hardware malfunction.

If GAMA does not resolve the problem within four (4) hours, the User will be charged a reduced fee for the damage suffered with the reduction rate of 0.5% for each additional hour, with the maximum amount equal to the regular monthly fee.

## **FEE REDUCTIONS**

### **Article 15.**

Any reductions in service fees will be clearly indicated on the invoice sent to the User.

Reductions shall be granted in the event of service interruption, starting from the moment the User or GAMIN monitoring and reporting system report an error in some service functions, to the moment of removing the error and continuing normal operation.

Reductions shall not be approved in the event of degraded service quality due to large-scale IP packet loss or similar reasons that may relate to the current overall state of the Internet.

Fee reductions shall not be applied in the event of full or partial service interruptions due to scheduled maintenance or repair works.

## **SOLE RESPONSIBILITY OF THE USER FOR USING THE SERVICE**

### **Article 16.**

User is solely responsible for all use of the service and is aware that prohibited use of service may result in criminal and civil liability.

User is responsible for any damages that result from prohibited use of service or are due to technical problems with the User's server.

## **COMMUNICATION BETWEEN GAMA AND THE USER**

### **Article 17.**

Communication between the Parties and notices concerning relevant issues and provisions of the General Terms & Conditions shall be made in written form and sent by regular mail, email, or fax.

All email notifications shall be considered delivered on the day they were delivered to User's GAMA inbox.

## **CHANGES TO GENERAL TERMS & CONDITIONS**

### **Article 18.**

GAMA retains the right to change any or all of the provisions of General Terms & Conditions without prior notice. User shall be notified immediately upon any such change.

Any changes to the GTC shall be applied starting with the expiration of paid period, if the User decides to accept said changes.

User shall inform GAMA within three (3) days if they do not accept changes to the General Terms & Conditions, with which this Agreement shall be deemed terminated. If the User does not notify GAMA about their non-acceptance of changes in the GTC within the agreed period, they will be deemed to have accepted said changes.

## **PROHIBITION OF THIRD-PARTY ACCESS AND TRANSFER**

### **Article 19.**

GAMA and User cannot transfer their rights and obligations as defined by the GTC to third parties, and neither can third parties access this Agreement without prior written consent from the Contracting Parties.



## **AGREEMENT TERMINATION**

### **Article 20.**

If the daily information flow between GAMA and User becomes such as to interfere with network operation and disturb the work of other GAMA users, GAMA shall unilaterally and with prior notice suspend their obligations towards the User as defined in General Terms & Conditions, after which GAMA can unilaterally terminate the Agreement without termination period.

GAMA has the right to terminate the Agreement for any reason with a thirty (30) day notice and a prior written notice to the User.

User has the right to terminate the Agreement for any reason with a thirty (30) day notice and a prior written notice to GAMA.

In the event of termination, regardless of cause, the Agreement shall be terminated at the end of the current accounting period.

In the event of termination, regardless of cause, User shall settle all their unpaid debts in accordance with the provisions of the GTC.

## **THE APPLICABLE LAW & JURISDICTION CLAUSE**

### **Article 21.**

All disputes between the Parties shall be settled through mutual agreement if possible. In other cases, court in Belgrade selected through procedural and substantive law will have jurisdiction over the disputes arising out of this Agreement.

In the event User is a foreign citizen and the Agreement has been concluded in the language of said foreign entity in addition to the Serbian language, the original document in Serbian shall be considered valid for all interpretations of the Agreement.

## **CONSTITUENT PARTS OF THE AGREEMENT**

### **Article 22.**

The Agreement between GAMA and User consists of the General Terms & Conditions, the Pricelist, and the Application Form.

The Application Form can be completed and sent electronically.

The Agreement shall be considered valid upon User's completing and signing the Application Form, by which the User accepts the General Terms & Conditions and the Pricelist.

Upon signing the Application Form, the User shall be granted a copy of the applicable pricelist and any other documents mentioned in the GTC, and/or they will be instructed to find all the relevant information at the Provider's website ([www.bitsyu.net](http://www.bitsyu.net)).

## **VALIDITY OF AGREEMENT**

### **Article 23.**

Agreement shall enter into force upon service activation and payment.

This Agreement is concluded for an indefinite period of time.

**USER**

**GAMA**

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Nenad Ćosić, Managing Director