Distance contract and the right of withdrawal

This agreement is made between Mozello SIA (registration number: 40203002519), legal address - Mezsargu 33, Jurmala, LV-2008, Latvia, a business formed and operating under laws of Latvia, hereinafter referred to as ("Provider") and a person or entity that orders web services ("Service") via Mozello website and has accepted the terms of this agreement, hereinafter referred to as ("Customer").

Subject to this agreement, Provider agrees to provide the Service that Customer has ordered electronically via Mozello website.

1. Delivery and payment terms

a. Customer selects from the available service subscription packages and places an electronic order via Mozello website.

b. The applicable Service charges including taxes are shown in the online payment form or on the invoice, before Customer makes the payment.

c. The accepted methods of payment are credit card and PayPal. EU residents can pay also by wire transfer. Customer is responsible for any additional transaction fees that coincide with any payment methods.

d. The Service is billed in advance on a quarterly or annual basis.

e. Service is priced according to price list that is published on Mozello website. Provider may change prices at any time with 30 days prior notice by e-mail.

f. The Service is **non-refundable**, except for the cases, if any, that are explicitly outlined in this agreement. There will be no refunds or credits for partial months of service, no cancellation refunds, no upgrade/downgrade refunds and refunds for time unused with an open account.

g. An upgrade from the free service plan to any paying plan will end free Customer's free account. Customer is billed for the first payment period immediately upon upgrading.

h. For any upgrade or downgrade in service level, Customer's credit card or PayPal account associated with the Service will automatically be charged the new rate on the next billing cycle. If Customer chooses to pay by wire transfer, the upgrade or downgrade will be executed within 2 business days after the receipt of the payment.

i. Service will be interrupted on paid accounts that reach 7 days past due.

j. For EU residents a VAT tax is added to the total order amount and it is clearly shown in the online payment form and on the invoice. For the residents of other countries, all fees are exclusive of all taxes, levies, or duties imposed by taxing

authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties.

Online payment

k. If Customer chooses to pay online, the Service is activated immediately upon successful completion of online payment procedure. Domain name registration and activation is an exception to this and it may take up to 2 business days to complete.

Recurring payments

l. If Customer chooses to pay online on the first step of placing order (as opposed to making payment after advance invoice is created), recurring payments hereinafter referred to as ("Recurring Payments") are automatically activated.

m. For Recurring Payments, customers may access and download their invoices via the corresponding Mozello user interface section.

n. Recurring Payments are received and handled by FastSpring Inc., an U.S. based online payment processing company. The contractual partner of the Customer is the Provider.

o. If Customer has not proactively canceled the Service subscription and the Provider is ready to continue the Service, then Customer's subscription is renewed automatically upon expiration and this agreement is extended to the next period of the same length.

p. Recurring Payments are charged automatically.

q. Customer may switch to another payment type for future payments by contacting Provider at least 3 business days prior to the next scheduled payment date.

Wire transfers and payments based on advance invoice

r. If Customer chooses to pay by wire transfer, the Provider automatically generates an advance invoice hereinafter referred to as ("Invoice") and sends it to Customer's e-mail address. Invoice is prepared electronically and is valid without a signature.

s. Provider activates the Service within 2 business days after the payment is received.

t. Invoice payment signifies Customer's acceptance of the terms of this agreement and will to receive the Service.

u. After the payment is received, an EU-VAT compliant accounting invoice is sent to the Customer's e-mail address.

v. Before the expiration of Customer's Service subscription period, the Provider prepares an Invoice for the next subscription period and sends it to the Customer's e-mail address. If such invoice is paid, then this agreement is extended and the Service is continued. If such Invoice is not paid in a timely fashion, the Service is stopped and this agreement ends automatically.

2. Information about the right of withdrawal

The right of withdrawal

a. If Customer is consumer (a natural person, who is acting outside the scope of an economic activity such as trade, business, craft or liberal profession), hereinafter referred to as ("Consumer") then the following terms regarding the right of withdrawal apply.

b. Consumer has the right to withdraw from this agreement **within 14 days** without giving any reason. All rights to withdraw from the agreement will be lost if the customer does not exercise the right within 14 days of entering this agreement.

c. To withdraw from the agreement the Consumer must give a clear electronic or written notice of the withdrawal. Such notice must include Consumer's full name, address, phone and e-mail address.

d. It is sufficient that the Consumer sends out the notice of withdrawal within the time specified above.

e. The right to withdraw from the contract is limited if the customer explicitly requires the immediate execution of the Service (e.g. domain registration, subscription activation) prior to the two weeks period or if the customer has initiated the Service himself. The Consumer expressly consents that the Provider immediately fulfills its obligations regarding service contracts for domain names.

Effects of withdrawal

f. If Consumer uses the right of withdrawal, the Provider ends the Service to Customer and Consumer pays the Provider reasonable compensation that is proportional to the amount of the Service received before the notice of the withdrawal was sent.

g. If the Service ordered by the Consumer includes a domain name registration, then upon withdrawal Customer also compensates the domain name registration cost of 15 euros or an equivalent amount in other currency (per each domain name) that the Provider has incurred. The Consumer keeps the ownership of such domain name(s).

The refund procedure

h. Within 14 days after a valid notice of the withdrawal is received, the Provider refunds the Customer by paying back the order amount after any deductions provisioned under this agreement. The refund is made by the same payment method which was used to receive the payment.

3. Termination of the agreement

a. Apart from the abovementioned right of withdrawal, this agreement can be terminated by the Customer at any time from the corresponding Mozello user interface section. No refund is provided upon such termination of the agreement and no data can be recovered.
b. If the Service is stopped by the Provider (with an exception of temporary downtime for technical reasons or suspension for violation of the Terms of Service), the Provider pays Customer a compensation that is proportional to the amount of the Service that the Customer has paid for, but the Provider has not delivered. This excludes any domain name registration fees as the Customer keeps the ownership of its domain names.

4. Other terms

a. In addition to the terms above, the Customer agrees to Mozello Terms of Service and domain name policy, which are published on Mozello website.
b. This agreement after review by the Customer, was accepted in the Republic of Latvia and shall be interpreted and construed under the laws thereof, which laws shall prevail in the event of any conflict of laws.

5. Provider's contact info

Provider's contact information is available on this web page: http://www.mozello.com/contact/

This distance contract can be downloaded in PDF format: http://www.mozello.com/distance-contract.pdf