

## PARTICULAR CONDITIONS OF THE MICROPLAN SERVICE

These are the particular conditions that regulate the Microplan service by 10DENCEHISPAHARD, S.L. (hereafter **cdmon**), a society of Spanish nationality, situated in Malgrat de Mar (Barcelona-08380), C/ Girona 81-83 Local 6, with Fiscal Registration (C.I.F.) number B-62844725 and registered in the Commercial Registry of Girona in volume 34.568, sheet 251.048 and page 11.

By accepting the present document, you expressly accept that the contracting parties have the legal capacity to be bound by contract.

**cdmon** commits to compliance with the obligations in compliance with the Organic Law 15/1999 on Data Protection (LOPD) and Royal Decree 1720/2007, concerning specially to the possibility of access to their personal data as processors according to Article 12 of the LOPD, governed by the privacy policy accepted at the time of registering as a user of **cdmon**.

### 1. OBJECT

Microplan consists of a free Hosting service provided by **cdmon** for the benefit of clients who register a domain through the website [www.cdmon.com](http://www.cdmon.com).

### 2. DURATION

The duration of the Microplan service shall be the same as the duration of the domain registered through the website [www.cdmon.com](http://www.cdmon.com).

As such, if upon expiration the domain is not renewed or is transferred to a different provider, **cdmon** shall delete the information contained on the Hosting server.

### 3. REQUEST FOR MICROPLAN ACTIVATION

Clients who have registered their domain through **cdmon** can request activation of the Microplan service through the Control Panel. If the Microplan service is not available for any reason when the request is made, Clients or Users may make a reservation and **cdmon** will activate this service as soon as it is available, without this entitling the Client or User to any type of compensation.

#### 4. TECHNICAL CHARACTERISTICS OF THE HOSTING SERVICE

Characteristics	Amount
Webpace	50 MB
Email accounts	1
Space per email account	100 MB
FTP accounts	1
Antivirus / Antispam	NO
Monthly recommended visits	500
Mailman	NO
Newsletter	NO
White and Black list	NO
Concurrent connections (Tsunami)	5
PHP	NO
Subdomains, Aliases, Multi-domains	NO
MySQL	NO
SSH	NO
GIT / SVN	NO
Price	Free

In addition to the above, **cdmon** shall manage and monitor the Microplan service 24 hours a day, from Monday to Sunday.

## 5. LIMITATIONS OF LIABILITY OF CDMON

**cdmon** is NOT liable for:

- Loss or deletion of data stored on the Hosting servers, even though **cdmon** makes temporary backup copies on its servers for security reasons. The Client or User is solely responsible for making periodic backup and recovery copies of the data and information stored.
- The continuous and interrupted availability of the service, which is the object of this contract, due to circumstances caused by problems with the Internet network, failures in computer devices, or other unforeseeable circumstances. As such the CLIENT agrees to tolerate such circumstances within reasonable limits and expressly waives their right to make a claim against **cdmon** asserting any contractual or extra contractual liability for possible failures, errors, and use of the contracted service.
- Incidents of hacking which may affect the information contained on the Hosting server, as well as any which may affect the file status.
- The correct functioning of the Client's website, in the case of it having its own programming.
- Incidents caused because of providers' deficiencies in the provision of internet access services.
- Any other issue which may affect the Hosting service, or the information contained thereon because of actions directly attributable to the client.
- The suitability of the technical characteristics of the Microplan service for the personal and/or commercial needs of the client. Consequently, **cdmon** is not responsible for any interruption of commercial activities or any damage arising from the incorrect or defective operation of the service due to the characteristics of the Microplan service being unsuitable for the type of activity and volume of use employed by the client and/or by third parties through their website.