MASTER SERVICE AGREEMENT (MSA)

ITLDC LLC

Effective as of: November, 01 2025

This Master Service Agreement (hereinafter the **Agreement**) governs the legal relationship between **ITLDC LLC**, a Florida limited liability company with its principal place of business in Miami, Florida, together with **its Affiliates, parents, subsidiaries, related entities, successors, and assigns** (collectively, **"ITLDC"**), and the individual or legal entity that creates an Account, orders Services, or otherwise uses any Services provided by ITLDC (hereinafter the **"Customer"**).

By creating an Account, submitting an order, paying any invoice, accessing or using any ITLDC Service or infrastructure, or otherwise indicating assent electronically, the Customer **acknowledges, agrees to, and is legally bound by** all terms and conditions set forth in this Agreement.

Use of Subcontractors and Third-Party Providers
The Customer expressly acknowledges and agrees that ITLDC may, at its sole discretion and without separate notice, engage **subcontractors, subprocessors, upstream providers, datacenter operators, connectivity carriers, payment processors, verification partners, and other third-party service providers** to support, deliver, or maintain any portion of the Services.
ITLDC remains responsible for ensuring that such subcontractors perform relevant obligations in accordance with the standards specified in this Agreement. The Customer agrees that the use of subcontractors shall not constitute a breach of this Agreement.

1. Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below. Definitions apply equally to the singular and plural forms of the defined terms.

1.1. "Services"
Services means all products, technologies, and service offerings made available by ITLDC, whether directly or through its Affiliates or subcontractors, including without limitation:
a. cloud computing services,
b. virtualized environments including VDS and VPS instances,
c. bare metal dedicated servers,
d. colocation and rack space services,
e. backup, storage, and data retention services,
f. IP address allocation, routing, and network-related services, and
g. any ancillary or related services, features, or functionalities offered on **itldc.com** or through the ITLDC Portal.

1.2. "Portal"
Portal means the online customer interface operated at **my.itldc.com**, or any successor platform

designated by ITLDC, through which the Customer may order, configure, manage, renew, upgrade, or pay for Services.

1.3. "Account"
Account means the Customer's registered profile and authentication credentials used to access the Portal and any associated Services. The Account includes all sub-accounts, users, API keys, credentials, and permissions configured or authorized by the Customer.

1.4. "Content"
Content means any data, files, information, text, images, code, software, applications, scripts, digital assets, or materials of any kind that are transmitted, stored, processed, hosted, uploaded, published, or otherwise handled through the Services by or on behalf of the Customer.

1.5. "Payment Provider"
Payment Provider means any third-party payment processor, financial intermediary, card network, bank, digital wallet service, cryptocurrency gateway, or other payment service utilized by the Customer to remit payments for Services. ITLDC is not responsible for the acts, omissions, policies, or processing practices of any Payment Provider.

2. Scope of Services

2.1. Provision of Services
ITLDC shall make available to the Customer certain standardized infrastructure, cloud computing, virtualization, dedicated server, networking, and related technical services (the Services), as described in the Portal. All Service descriptions, technical specifications, performance characteristics, and pricing are incorporated herein by reference as they appear in the Portal and may be updated from time to time.

2.2. Ordering and Configuration
The Customer shall submit all Service orders exclusively through the Portal by selecting the desired configuration, service term, and any applicable addons. The Customer bears full responsibility for ensuring the accuracy of all selections, configurations, and parameters submitted through the Portal. ITLDC shall have no obligation to modify or correct orders on behalf of the Customer.

2.3. Modification or Discontinuation of Services
ITLDC reserves the right, in its sole discretion and without liability, to modify, enhance, replace, or discontinue any Service or component thereof, provided that such modification or discontinuation is commercially reasonable. ITLDC may, where practicable, offer equivalent or functionally comparable alternatives, but shall not be obligated to maintain any specific feature, configuration, or legacy component.

2.4. Service Basis and Optional Service Levels
Unless expressly provided otherwise in writing, all Services are offered on a **prepaid**, **best effort** basis and without any guarantee of uninterrupted availability, performance, or specific service levels. ITLDC may offer optional, separately priced Service Level Agreements (SLAs) for certain Services, which shall apply only if expressly purchased by the Customer and accepted by ITLDC in writing.

3. Account Registration, Legal Capacity, and Identity Verification

3.1. Legal Capacity and Eligibility
The Customer represents and warrants that they have the full legal capacity, authority, and right to enter into and be bound by this Agreement.
Where the Customer is a natural person, the Customer must be at least **eighteen (18) years of age** or the age of legal majority in their jurisdiction, whichever is higher.
Where the Customer acts on behalf of an organization, the Customer further represents and warrants that they are duly authorized to bind such organization to this Agreement.

3.2. Accuracy and Completeness of Information
The Customer shall provide complete, accurate, current, and truthful personal or organizational information when creating and maintaining their Account.
The Customer represents and warrants that all information submitted to ITLDC is true, accurate, not misleading, and kept up to date at all times.

3.3. Prohibition on False or Misleading Identities
The Customer shall not:
a. use pseudonyms, fictitious names, or proxy identities;
b. provide intentionally incomplete, inaccurate, or deceptive information;
c. impersonate any individual or entity;
d. misrepresent their affiliation, legal status, ownership, or authority.
Any such conduct constitutes a material breach of this Agreement.

3.4. Identity Verification (KYC/KYB Requirements)
ITLDC reserves the right, at any time and at its sole discretion, to verify the identity or corporate status of the Customer through Know Your Customer (KYC) or Know Your Business (KYB) processes, including the use of third-party verification systems.
Identity verification is **mandatory** in the following circumstances, without limitation:

a. payments made via cryptocurrency exceeding **EUR 100 or USD 100**, or the equivalent value in any other currency,
b. transactions, account activity, or behavioral patterns triggering internal fraud-prevention or compliance controls,
c. accounts originating from or associated with high-risk jurisdictions, elevated risk categories, or enhanced due diligence requirements,
d. any situation in which verification is required for compliance with sanctions, anti-money-laundering (AML), counter-terrorist financing (CTF), export control, or other applicable laws and regulations.

ITLDC may request identification documents, proof of address, corporate registration records, beneficial ownership information, source-of-funds documentation, or any other data deemed necessary for verification.

3.5. Consequences of Non-Verification
Failure, refusal, or inability to complete identity verification to ITLDC's satisfaction constitutes a **material breach** of this Agreement.
In such circumstances, ITLDC may, in its sole discretion and without further notice:

- suspend access to any or all Services,
- restrict functionality of the Account,
- temporarily block the Account,
- terminate any or all Services permanently,
- refuse future orders or reactivation.

No refunds, credits, chargebacks, or service continuations shall be issued for suspensions or terminations resulting from non-compliance with verification requirements.

4. Payment Terms

4.1. Pricing and Total Charges
All pricing for the Services is published in the Portal and is incorporated into this Agreement by reference.
The total amount due for each transaction shall consist of:
a. the base price of the applicable Service,
b. commissions, fees, or surcharges imposed by the selected Payment Provider,
c. any applicable currency conversion charges, and
d. any taxes, duties, levies, or regulatory fees that may apply under relevant law.

The Customer acknowledges and agrees that the final payable amount may exceed the listed base price due to such additional charges.

4.2. Currency Handling and Conversion Rates
Payments may be processed in a currency different from the currency in which the Service price is displayed. Any currency conversion shall be performed at:
a. the conversion rate applied by the Payment Provider, or
b. if applicable, the internal conversion rate used by the Portal.
ITLDC shall have no responsibility for exchange rate fluctuations or foreign transaction costs.

4.3. Acceptance of Fees and Charges
By initiating or submitting payment, the Customer irrevocably accepts all associated fees, commissions, conversion rates, and charges imposed by the Payment Provider or the Portal. Such fees are non-refundable.

4.4. Payment Provider Responsibilities and Limitations
ITLDC shall not be responsible or liable for any issues arising from or related to the Customer's chosen Payment Provider, including but not limited to:
a. delays or failures in transaction processing,
b. declined or reversed payments,
c. account restrictions, holds, or limits imposed by the Payment Provider,
d. disputes, chargebacks, or compliance reviews initiated by banks, payment processors, or e-wallet systems.

The Customer is solely responsible for resolving such matters directly with the Payment Provider.

4.5. Consequences of Non-Payment
Failure to remit full payment by the applicable due date, or maintaining an insufficient balance where required, shall result in **automatic suspension** of the affected Services.
Continued non-payment will result in **deletion of the Services and all associated data** in accordance with Section 10 of this Agreement.
ITLDC shall bear no liability for any loss or damage resulting from suspension or deletion due to non-payment.

4.6. Chargebacks and Payment Reversals

a. **Chargebacks Prohibited**
The Customer agrees not to initiate, request, or facilitate any chargeback, reversal, retrieval request, or dispute through a Payment Provider for any fees or amounts properly charged by ITLDC.

b. **Chargeback as Material Breach**
Any chargeback or attempted chargeback shall constitute a **material breach** of this Agreement.
Upon the initiation or receipt of a chargeback, ITLDC may, in its sole discretion:

- immediately suspend or terminate any or all Services,
- block or close the Customer's Account,
- assess administrative fees and liquidated damages,
- report the incident to relevant fraud-prevention databases or authorities, and
- pursue legal collection of the disputed amount and related damages.

c. **Chargeback Fees and Liability**
The Customer shall be solely responsible for all fees, penalties, administrative charges, and costs (including reasonable attorney fees) incurred by ITLDC as a result of a chargeback or payment reversal, regardless of the outcome of the dispute.

d. **Restoration Requires Full Payment**
Suspended Services shall not be reinstated until the Customer has:

- paid the full outstanding balance,
- reimbursed all chargeback-related fees and expenses,
- and provided any evidence or assurances reasonably required by ITLDC.

4.7. Refunds and Non-Refundable Items

4.7.1. General Refund Policy
Unless expressly stated otherwise, all payments made for Services are **non-refundable**.

4.7.2. Internal Account Credit Refunds
Where refunds are permitted, they shall be issued **exclusively as a credit** to the Customer's internal ITLDC account balance within the Portal.
Internal account credit:

- may be used for future Services,
- is non-transferable,
- cannot be converted to cash or paid out to external accounts.

4.7.3. Refund Method Limitations
Refunds are only possible via the **same payment method** and **same Payment Provider** used for the original transaction.
Refunds **cannot** be issued:

- to a different payment method,
- to a different Payment Provider,
- to another individual or entity,
- using wire transfers or manual payouts unless required by law.

If a Payment Provider does not support refunds, the Customer must select another payment method for future transactions where refundability is important.

4.7.4. Non-Refundable Fees and Costs
The following amounts are strictly non-refundable:

a. Payment Provider commissions, transaction fees, and processing charges,
b. currency conversion losses or exchange rate differences,
c. any banking, e-wallet, or gateway fees incurred for the transaction,
d. additional administrative expenses required to process a refund request,
e. charges for Services already provisioned, activated, or consumed.

4.7.5. Customer Responsibility for Refund Costs
The Customer shall bear **all costs associated with issuing a refund**, including but not limited to:

- payment gateway fees,
- reversal costs,
- administrative processing fees,
- currency conversion charges.

These costs may be deducted automatically from the refund amount or charged separately to the Customer's Account.

4.7.6. Refund Eligibility
Refunds shall not be issued for:

- promotional or discounted Services,
- Services purchased using coupon codes,
- Services terminated for violation of this Agreement,
- Services already suspended or deleted under Section 10,

- unused periods of prepaid Services, unless mandated by law.

4.7.7. Finality of Refund Decisions
All refund determinations made by ITLDC are **final, binding, and non-appealable**, except where prohibited by law.

5. Acceptable Use Requirements

5.1. Lawful and Responsible Use
The Customer shall use the Services in a lawful, responsible, and commercially reasonable manner, and shall not engage in any activity that could compromise, impair, or otherwise adversely affect the operation, integrity, performance, or security of the Services, the ITLDC network, or any other customer's use of the Services.

5.2. Responsibility for Account Activity
The Customer is solely and fully responsible for all actions, omissions, transmissions, and activities conducted through, originating from, or otherwise associated with the Customer's Account, credentials, or servers, whether such actions are authorized by the Customer or occur without the Customer's knowledge or consent.
Unauthorized use by third parties shall not diminish or limit the Customer's responsibility under this Agreement.

5.3. System Security and Maintenance Obligations
The Customer shall, at all times and at its own expense:
a. maintain secure and industry-standard configurations of all software, applications, and systems operating on or connected to the Services,
b. install security patches, firmware updates, and software upgrades in a timely manner,
c. implement and maintain adequate access controls, credential management policies, authentication mechanisms, and network security safeguards,
d. take all reasonable measures to prevent unauthorized access, exploitation, or compromise of the Customer's systems or the Services.

Failure to comply with the obligations in this Section constitutes a material breach of the Agreement and may result in suspension or termination of Services.

6. Prohibited Activities

The Customer shall not use, nor permit any third party to use, the Services for any unlawful, abusive, harmful, or otherwise prohibited purpose. The activities described below are strictly forbidden. This list is illustrative and not exhaustive.

6.1. Illegal Activities

The Customer shall not engage in, promote, facilitate, or permit any activity that violates applicable United States, European Union, or local laws or regulations, including but not limited to:

a. hosting, transmitting, distributing, or storing content or materials that are unlawful in any relevant jurisdiction,
b. selling, distributing, or facilitating access to controlled substances, illegal goods, or contraband,
c. hosting, transmitting, or distributing illegal, unlicensed, or prohibited adult content, including any content involving minors or otherwise deemed exploitative or unlawful.

6.2. Fraud and Deceptive Conduct

The Customer shall not engage in any fraudulent, misleading, or deceptive activity, including but not limited to:

a. phishing, impersonation, fraudulent investment schemes, or scam operations,
b. circumvention of copyright protections, licensing systems, or other intellectual property safeguards,
c. misrepresenting identity, ownership, business affiliation, or the nature of content or services provided through the Infrastructure.

6.3. Security Violations

The Customer is strictly prohibited from engaging in any activity that compromises, attempts to compromise, or may reasonably be expected to compromise the security or integrity of ITLDC's systems, the Customer's systems, or the systems of third parties. Such prohibited actions include:

a. unauthorized access, penetration, or intrusion into any system, network, account, or data,
b. scanning, probing, penetration testing, or similar security testing without ITLDC's express prior written authorization,
c. creating, transmitting, or distributing malicious code, including viruses, ransomware, trojans, spyware, adware, or any similar harmful software,
d. operating or enabling open proxies, open mail relays, anonymization gateways, Tor exit nodes, or similar technologies designed to mask identity or facilitate abusive or unlawful activities.

6.4. Network Abuse

The Customer shall not engage in conduct that disrupts, degrades, or adversely affects network performance or the use and enjoyment of the Services by ITLDC or other customers. Prohibited conduct includes:

a. initiating, participating in, or facilitating Denial of Service (DoS) or Distributed Denial of Service (DDoS) attacks,
b. generating excessive traffic, resource flooding, mail bombing, or other actions that impair network stability or performance,
c. forging or manipulating IP packet headers, email headers, or protocol identifiers, including spoofing or falsifying routing information,
d. attempting to bypass, evade, or interfere with service limitations, usage quotas, rate limits, or any technical restrictions imposed by ITLDC.

6.5. Cryptocurrency Mining

The Customer shall not perform cryptocurrency mining, blockchain hashing, proof-of-work operations, or other high-intensity computational processes on the Services unless expressly approved in writing by ITLDC. Unauthorized mining constitutes a material breach of this Agreement.

6.6. Unsolicited Communications (Anti-Spam Requirements)

The Customer shall not use the Services to send, distribute, or facilitate the transmission of unsolicited communications, including but not limited to:

a. unsolicited bulk email, SMS, instant messages, or social media messages,
b. messages or communications sent without explicit, verifiable opt-in consent from recipients,
c. use of mailing lists, contact lists, or databases that have not been validated through a confirmed opt-in process,
d. any promotional or marketing communications advertising ITLDC's Services or any third-party services through spam or other unsolicited messaging practices.

Violations of this Section may result in **immediate suspension or termination** of the affected Services and may subject the Customer to **liquidated damages** or other remedies deemed appropriate by ITLDC.

6.7. Liquidated Damages

The Customer acknowledges that certain violations of this Agreement — including but not limited to spam operations, network abuse, security incidents, and prohibited activities — may cause substantial harm to ITLDC, other customers, and upstream service providers, and that the precise amount of such harm would be difficult or impossible to quantify.

Accordingly, the Customer agrees that, **in lieu of actual damages**, ITLDC may assess **liquidated damages** as follows:

a. **For each instance of unsolicited bulk communication** (including emails, SMS, instant messages, or similar transmissions), the Customer shall be liable for **liquidated damages in the amount of EUR 5.00 per unsolicited message**;
b. **For each discrete violation** of the prohibited activities set forth in Section 6 that is not tied to a specific number of messages (including but not limited to network abuse, operation of open proxies, malware distribution, or security violations), the Customer shall be liable for **liquidated damages of EUR 500.00 per occurrence**;
c. ITLDC may impose **additional charges** if required to cover upstream penalties or fees imposed by carriers, datacenters, or anti-abuse networks as a result of the Customer's actions.

The parties agree that these liquidated damages constitute a reasonable estimate of anticipated harm, are not punitive, and shall be enforceable to the fullest extent permitted by law.
Payment of liquidated damages shall be **in addition to** any right of ITLDC to suspend or terminate Services or pursue other remedies.

6.8. Escalation Procedures and Traffic Blocking Authority

6.8.1. Immediate Protective Measures
ITLDC reserves the right, at its sole discretion and **without prior notice**, to block, filter, rate-limit, or otherwise restrict any network traffic, packets, or connections associated with the Customer's Services if ITLDC reasonably determines that such actions are necessary to:

a. prevent or mitigate network abuse,
b. contain or respond to a security incident,
c. protect ITLDC's infrastructure or other customers from harm,
d. comply with applicable laws, regulations, or requests from law enforcement or regulatory authorities,
e. address behavior that threatens network integrity or service availability.

6.8.2. Suspension of Services
If abusive, harmful, or prohibited activity persists or poses an ongoing threat, ITLDC may, in its sole discretion, immediately suspend or disable the affected Service, Account, or network resource.

6.8.3. No Liability for Protective Actions
ITLDC shall not be liable to the Customer for any loss, interruption, degradation, or inaccessibility of Services resulting from protective measures taken under this Section, including but not limited to:

- rate-limiting,
- IP blackholing,
- packet filtering,
- routing changes,
- firewall enforcement actions.

6.8.4. Restoration of Service
ITLDC may restore full functionality once it determines, in its sole discretion, that the risk or abusive activity has been mitigated or eliminated. Restoration may require the Customer to modify configurations, provide assurances, or implement remedial actions.

7. Sanctions, Export Controls, and Restricted Jurisdictions

7.1. Compliance with Applicable Sanctions and Export Control Laws
ITLDC conducts its operations in accordance with all applicable sanctions, export control, and trade compliance regulations, including without limitation:
a. the regulations administered by the United States Department of the Treasury's Office of Foreign Assets Control (OFAC),
b. the export administration regulations (EAR) administered by the United States Department of Commerce, Bureau of Industry and Security (BIS),
c. restrictive measures issued by the European Union and its Member States,

d. sanctions administered by the United Kingdom Office of Financial Sanctions Implementation (OFSI), and
e. sanctions imposed or endorsed by the United Nations Security Council.

7.2. Customer Representations and Warranties
The Customer represents, warrants, and covenants that they are **not**:
a. located in, organized under the laws of, ordinarily resident in, or accessing the Services from any jurisdiction or territory subject to comprehensive embargoes or significant sanctions restrictions, including but not limited to:
Cuba, Iran, North Korea (DPRK), Syria, Sudan (where applicable), the Crimea region of Ukraine, the Luhansk and Donetsk regions of Ukraine, or any other region designated by applicable authorities as restricted;
b. identified on, owned or controlled (directly or indirectly) by, or acting on behalf of any individual or entity identified on any applicable sanctions list, including without limitation the OFAC Specially Designated Nationals and Blocked Persons List (SDN), the OFAC Sectoral Sanctions Identifications List (SSI), the EU Consolidated Sanctions List, the UK OFSI Consolidated List, the BIS Entity List or Denied Persons List, or any United Nations sanctions list;
c. using the Services for the benefit of, or making the Services available to, any sanctioned or otherwise prohibited person, entity, or jurisdiction.

7.3. Prohibited Uses and Transfers
The Customer shall not directly or indirectly export, re-export, divert, transfer, resell, sublicense, or otherwise make the Services available, whether in whole or in part, to any jurisdiction, individual, organization, or entity for which such activity is prohibited under applicable sanctions or export control laws.
The Customer agrees to implement all necessary measures to ensure such compliance.

7.4. Right to Suspend or Terminate for Compliance Reasons
ITLDC may, in its sole discretion and without prior notice, suspend or terminate any Service, Account, or transaction if:
a. ITLDC identifies or reasonably suspects that the Customer presents a sanctions or export control compliance risk,
b. any payment or financial transaction originates from, is routed through, or otherwise involves a restricted jurisdiction or sanctioned person,
c. the Customer appears to match, or is reasonably suspected of matching, any applicable sanctions list or compliance alert.

7.5. No Refunds for Compliance-Related Actions
The Customer acknowledges and agrees that no refunds, credits, chargebacks, or service restoration shall be provided in connection with any suspension, termination, or other remedial action taken by ITLDC pursuant to sanctions or export control compliance obligations.

7.6. Circumvention Prohibited
The Customer shall not use, and shall not permit any third party to use, VPNs, proxy services, anonymization tools, routing manipulation, or any other technical means to obscure geolocation, identity, traffic source, or to otherwise evade or attempt to evade sanctions, export restrictions, or geographic access controls.
Any such conduct constitutes a **material breach** of this Agreement and may result in immediate termination of Services.

8. Cooperation, Investigation, and Abuse Handling

8.1. Duty to Cooperate
The Customer shall fully and promptly cooperate with ITLDC in connection with any investigation, inquiry, or request relating to:
a. alleged or suspected violations of this Agreement,
b. abuse reports or security incidents,
c. complaints submitted by third parties,
d. law enforcement or regulatory inquiries,
e. operational or technical incidents affecting the Services.

Such cooperation shall include providing timely and accurate information, documentation, and access reasonably requested by ITLDC.

8.2. Requests for Information
ITLDC may require the Customer to furnish logs, configuration details, records, audit trails, forensic data, or any other information reasonably necessary for ITLDC to investigate abuse, security breaches, or violations of law or policy.
Failure, refusal, or undue delay in providing requested information shall constitute a material breach of this Agreement and may result in the immediate suspension or termination of the affected Services.

8.3. Monitoring and Protective Measures
ITLDC reserves the right to monitor network traffic, metadata, system logs, and operational telemetry associated with the Customer's use of the Services to the extent reasonably necessary to:
a. protect the integrity, security, and availability of ITLDC's infrastructure,
b. detect, prevent, or respond to unlawful, abusive, or prohibited activities,
c. ensure compliance with this Agreement and with applicable laws or regulations,
d. investigate or mitigate actual or suspected incidents.

Such monitoring shall be conducted in a manner consistent with applicable law and ITLDC's security practices. ITLDC does not, however, undertake any obligation to monitor Customer Content.

9. Promotional Services and Discounts

9.1. Eligibility and Scope
Promotional offers, coupon codes, discounts, and other incentive-based pricing mechanisms made available by ITLDC (collectively Promotions) apply solely to **new Service orders** placed by the Customer. Promotions do not apply to renewals, upgrades, downgrades, service migrations, or modifications of existing Services unless expressly stated in writing by ITLDC.

9.2. Duration of Promotional Pricing
Unless explicitly specified otherwise, all promotional or discounted pricing is valid **only for the**

initial billing termselected at the time of purchase. Subsequent renewals of the Service shall be billed at the standard non-discounted rates in effect at the time of renewal.

9.3. Prohibition on Replacement of Existing Services
Promotional orders may not be used to substitute, replace, replicate, or otherwise serve as a continuation of any existing Service. If ITLDC reasonably determines that a promotional order was placed for the purpose of replacing an existing Service, ITLDC may cancel the promotional order or charge the applicable standard rate.

9.4. Finality of Promotional Transactions
All promotional Services, discounted items, and orders placed using coupon codes are considered **final and non-refundable**. Such orders may not be cancelled, credited, exchanged, or refunded, regardless of usage, performance, or subsequent changes in the Customer's requirements.

9.5. Non-Combination of Promotions
Promotions may not be combined, aggregated, stacked, or applied concurrently unless expressly permitted by ITLDC in writing. In cases where multiple promotions are available, ITLDC reserves the right to determine which promotion, if any, shall apply.

10. Suspension and Deletion of Services

10.1. Automatic Suspension for Non-Renewal
If the Customer fails to renew a Service by the applicable due date, the Service shall be automatically suspended by ITLDC's management system without further notice. Suspension includes the disabling of access and cessation of functionality of the affected Service.

10.2. Deletion Following Suspension
Following suspension due to non-payment or non-renewal, the associated Service shall be permanently deleted according to the following retention periods:
a. **Dedicated servers** shall be deleted no earlier than **seventy-two (72) hours** after the time of suspension.
b. **VDS/VPS Services** shall be deleted no earlier than **one hundred sixty-eight (168) hours** after the time of suspension.

These timeframes represent maximum retention windows, and ITLDC shall not be obligated to maintain Customer data beyond these limits.

10.3. Consequences of Deletion
Upon deletion of a Service:
a. all data stored on dedicated server storage media shall be securely wiped or otherwise rendered permanently irretrievable,
b. all VDS/VPS disk images, snapshots, and associated virtual storage shall be permanently removed,
c. any IP addresses assigned to the Customer as part of the Service shall be immediately reclaimed by ITLDC and returned to its available address pool.

10.4. Accelerated Deletion for Severe Violations
In cases involving material or severe violations of this Agreement, including but not limited to spam operations, botnet activity, hosting of illegal content, security incidents, or any prohibited activity, ITLDC may suspend and permanently delete the affected Service **within twelve (12) hours** of

suspension.
No data retention obligation shall apply in such cases.

10.5. Irreversibility of Data Deletion
All deletions performed pursuant to this Section are **permanent and irreversible**. Deleted data cannot be recovered, reconstructed, or restored under any circumstances.
The Customer acknowledges that maintaining adequate backups is their sole responsibility.

10.6. Deletion Pursuant to Legal Process
ITLDC may immediately suspend, restrict, or permanently delete any Service, including all associated data and configurations, if required to do so by:
a. a valid court order, subpoena, warrant, or other judicial directive,
b. a request or mandate from law enforcement, regulatory authorities, or governmental bodies acting within their lawful jurisdiction,
c. an internal determination that continued operation of the Service may expose ITLDC to legal liability, regulatory penalties, or compliance risks.

11. Data Protection and Privacy

11.1. Compliance with Applicable Data Protection Laws
ITLDC shall process Personal Data and Customer Content in accordance with applicable data protection and privacy laws, including relevant United States federal and state laws, the California Consumer Privacy Act (CCPA), and, where applicable, the General Data Protection Regulation (GDPR).
Nothing in this Agreement shall be construed to impose obligations on ITLDC beyond those required under applicable law or expressly agreed in writing.

11.2. Limited Access to Customer Content
ITLDC shall not access, view, or monitor Customer Content except to the extent reasonably necessary for:
a. providing technical support or maintenance services,
b. diagnosing or remediating service performance or operational issues,
c. investigating or addressing abuse, security incidents, or violations of this Agreement,
d. complying with applicable laws, regulations, subpoenas, warrants, court orders, or other lawful governmental demands.

Any such access shall be exercised in a manner consistent with ITLDC's internal security and confidentiality policies.

11.3. Customer Responsibilities for Data Security
The Customer acknowledges and agrees that they bear sole and exclusive responsibility for:
a. implementing appropriate technical and organizational measures to safeguard Customer Content, including encryption of data at rest and in transit,
b. maintaining secure, complete, and up-to-date backups stored outside of the ITLDC infrastructure,
c. configuring and managing privacy settings, access controls, authentication, logging, and security measures for applications, services, and systems deployed by the Customer,
d. ensuring compliance with all applicable data protection requirements relevant to their business operations, data flows, or regulatory obligations.

ITLDC is not responsible for the Customer's failure to implement adequate security or privacy controls.

11.4. No Guarantee of Data Restoration
ITLDC does not guarantee the recovery, restoration, or reconstruction of Customer Content that is lost, corrupted, modified, or rendered inaccessible due to:
a. Customer error or misconfiguration,
b. malicious activity, unauthorized access, or security compromise affecting Customer systems,
c. failure by the Customer to maintain adequate backups, redundancy, or fault-tolerant configurations,
d. deletion of data pursuant to this Agreement, including but not limited to after service suspension, service expiration, or termination.

The Customer acknowledges that maintaining proper backups is their sole responsibility.

12. Liability, Warranty Disclaimer, and Strict Liability Waiver

12.1. Use of Services Entirely at Customer's Own Risk
The Customer acknowledges that they use all Services entirely at their own risk. The Customer understands the technical nature of cloud computing, virtualization, networking, and remote infrastructure, and accepts all associated risks, including but not limited to service interruption, hardware failure, network issues, and data loss.

12.2. No Warranty, Express or Implied
ITLDC provides the Services strictly on an as-is, as-available, and best-effort basis.
To the fullest extent permitted by law, ITLDC expressly disclaims all warranties of any kind, including but not limited to:

- express warranties,
- implied warranties of merchantability,
- implied warranties of fitness for a particular purpose,
- warranties of non-infringement,
- warranties arising from course of dealing, usage, or trade practice.

No advice, document, communication, or representation provided by ITLDC constitutes any warranty unless expressly stated in writing and signed by an authorized ITLDC representative.

12.3. No Guarantee of Availability, Performance, or Security
ITLDC does not guarantee:

- uninterrupted or error-free operation of the Services,
- permanent or continuous availability of infrastructure,
- absolute data security,
- immunity from cyberattacks, data breaches, hardware malfunctions, or external network failures,

- successful restoration of corrupted or deleted data.

12.4. Customer Sole Responsibility for Data and Backups
The Customer expressly agrees that they are exclusively responsible for:

- the security, encryption, integrity, and confidentiality of their data,
- maintaining adequate and tested backup copies outside the ITLDC infrastructure,
- redundancy, availability, and disaster recovery planning,
- access controls, firewall rules, and credential management,
- software updates, patches, and application security.

ITLDC bears no responsibility for data loss or corruption under any circumstances.

12.5. Waiver of Strict Liability
The Customer expressly waives any right to assert strict liability, absolute liability, or no-fault liability against ITLDC, regardless of the nature of the claim.
This applies to all claims arising from:

- hardware defects,
- software bugs,
- network failures,
- downtime,
- security incidents,
- operational issues,
- actions or omissions of third-party providers,
- service outages of upstream carriers or global internet infrastructure.

The Customer agrees that ITLDC shall not be held strictly liable under any legal theory, including tort, negligence, product liability, or statutory liability.

12.6. No Liability for Indirect, Incidental, or Consequential Damages
Under no circumstances shall ITLDC be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to:

- loss of profits,
- loss of revenue,
- loss of business opportunity,
- loss of anticipated savings,
- loss of data,

- loss of goodwill or reputation,
- business interruption,
- replacement or recovery costs.

This limitation applies whether the claim arises out of contract, tort, negligence, strict liability, warranty, or any other legal theory, even if ITLDC has been advised of the possibility of such damages.

12.7. Absolute Exclusion for Customer Errors and Misuse
ITLDC has no liability whatsoever for damages or losses arising from:

- Customer misconfiguration or negligence,
- insecure code, applications, or system setup,
- lack of backups or redundancy,
- compromised credentials or unauthorized access,
- customer-initiated server actions or deletions,
- usage of prohibited software or activities,
- violations of this Agreement.

12.8. Maximum Liability Cap
Regardless of the type, cause, or basis of the claim, ITLDC's total combined liability to the Customer shall not exceed the total amount actually paid by the Customer to ITLDC for the affected Service during the 30 calendar days preceding the event giving rise to the claim.
This cap applies even in cases of negligence by ITLDC and is the sole and exclusive remedy available to the Customer.

12.9. Force Majeure
ITLDC is not liable for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, fires, floods, pandemics, war, civil unrest, insurrections, governmental actions, power grid failures, supply chain disruptions, labor disputes, or major global internet outages.

12.10. Customer Indemnification
The Customer agrees to indemnify, defend, and hold harmless ITLDC, its employees, officers, contractors, and affiliates from any claims, liabilities, damages, losses, or expenses (including attorney fees) arising from:

- misuse of the Services,
- violations of this Agreement,
- illegal or harmful content,
- intellectual property disputes involving the Customer's content,
- regulatory or sanctions violations,

- actions of third parties using the Customer's systems or credentials.

12.11. Survival
All limitations, waivers, and indemnities in this Section survive termination of the Agreement and continue in full force and effect.

13. Term and Termination

13.1. Term of the Agreement
This Agreement shall commence on the date the Customer first creates an Account, orders Services, or otherwise uses any ITLDC infrastructure, and shall remain in full force and effect **until terminated** by either party in accordance with this Section 13.

13.2. Termination or Suspension by ITLDC
ITLDC may, in its sole discretion and without liability, suspend or terminate the Customer's access to any or all Services, or terminate this Agreement in its entirety, immediately or upon notice, if:

a. the Customer fails to pay any amount when due,
b. the Customer breaches or violates any provision of this Agreement,
c. ITLDC determines that continued provision of the Services would violate applicable law, sanctions, regulatory obligations, or governmental orders,
d. the Customer engages in, or ITLDC reasonably suspects the Customer of engaging in, fraudulent, abusive, or harmful activities,
e. suspension or termination is necessary to protect ITLDC's infrastructure, other customers, or the public,
f. the Customer fails to complete required identity verification under Section 3.

Suspension or termination shall not relieve the Customer of its obligation to pay all outstanding amounts owed to ITLDC.

13.3. Termination by the Customer
The Customer may terminate one or more Services at any time through the Portal, subject to any applicable cancellation rules, minimum terms, service-specific requirements, and the non-refundability provisions set forth in Section 9 and Section 4.7 of this Agreement.

13.4. Effect of Termination
Upon termination of any Service or this Agreement:

a. all rights granted to the Customer under this Agreement shall immediately cease,
b. ITLDC may permanently delete all Customer data and Content associated with the terminated Service in accordance with Section 10,
c. all fees incurred prior to the effective date of termination shall remain due and payable,
d. termination shall not affect any rights, obligations, or liabilities of either party that accrued prior to termination.

13.5. Survival
Sections that by their nature should survive termination shall survive, including but not limited to: Liability and indemnification provisions, Privacy and Data Protection, Sanctions, Payment Obligations, and any other provisions intended to remain in effect after termination.

14. Governing Law, Jurisdiction, and Mandatory Mediation

14.1. Governing Law
This Agreement, and any dispute, claim, or controversy arising out of or relating to it, the Services, or the relationship between the parties, shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to conflict-of-laws principles or any choice-of-law rules that would require application of the laws of another jurisdiction.

14.2. Mandatory Mediation Prior to Litigation
Except where immediate injunctive or equitable relief is reasonably necessary to prevent irreparable harm, the parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement or the Services shall first be submitted to **non-binding mediation** as a mandatory condition precedent to initiating litigation.

a. Mediation shall be conducted in **Miami-Dade County, Florida**, before a mutually agreed-upon mediator or, if the parties cannot agree, a mediator appointed by the American Arbitration Association (AAA).
b. Each party shall bear its own costs associated with the mediation, and the mediator's fees shall be shared equally.
c. If the dispute is not resolved within **ninety (90) days** after the initiation of mediation, either party may commence litigation as permitted under Section 14.3.
d. Participation in mediation shall not preclude either party from seeking immediate injunctive relief when necessary.

14.3. Exclusive Jurisdiction and Venue
Following completion or expiration of the mediation period described in Section 14.2, any legal action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in **Miami-Dade County, Florida**, or the federal courts of the **Southern District of Florida**.
The Customer irrevocably submits to the personal jurisdiction of such courts and waives any objection as to venue or forum.

15. Amendments

15.1. Right to Amend
ITLDC reserves the right, in its sole discretion, to modify, amend, update, or replace any provision of this Agreement at any time. Any such amendment shall become effective upon its posting or publication within the ITLDC customer Portal or upon other written notice provided to the Customer, unless a later effective date is expressly stated.

15.2. Acceptance of Amendments
The Customer's continued access to or use of the Services after the effective date of any amendment constitutes the Customer's full and irrevocable acceptance of the updated Agreement. If the Customer does not agree to the amended terms, the Customer must discontinue use of the Services and terminate the affected Services before the amendment becomes effective.

15.3. No Retroactive Amendments
No amendment, modification, or update to this Agreement shall apply retroactively. All amendments shall operate solely on a prospective basis and shall not alter rights, obligations, liabilities, events, or Service usage that occurred prior to the effective date of the amendment.

15.4. Regulatory and Legal Compliance Carve-Out
Notwithstanding Sections 15.1 through 15.3, ITLDC may implement amendments, revisions, or modifications to this Agreement with immediate effect, without prior notice, to the extent such changes are reasonably necessary to comply with:
a. applicable laws, regulations, court orders, or governmental directives,
b. data protection or privacy legislation, including but not limited to GDPR, CCPA, and similar statutes,
c. international sanctions or export control requirements, including OFAC, BIS, EU, and UK measures,
d. industry standards or security requirements intended to prevent material risk or harm.

Any amendments implemented pursuant to this Section 15.4 shall be limited strictly to those required for legal or regulatory compliance and shall not expand ITLDC's rights or reduce the Customer's rights beyond what is reasonably necessary to satisfy such obligations.

16. Entire Agreement and Communications

16.1. Entire Agreement
This Agreement constitutes the entire and exclusive agreement between ITLDC and the Customer with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, proposals, negotiations, understandings, representations, statements, or commitments, whether written or oral, relating to the Services.

No statement or representation not expressly included in this Agreement shall be binding upon ITLDC.

16.2. No Reliance on Prior Representations
The Customer acknowledges that in entering into this Agreement, it has not relied on any promises, representations, warranties, or statements other than those expressly set forth herein.

16.3. Official Contact Information
The Customer acknowledges that ITLDC's official contact details, including mailing addresses, support channels, and corporate communication information, are published on ITLDC's official website at **itldc.com** and may be updated from time to time.

16.4. Required Method of Communication
Except where otherwise required by law or explicitly permitted by ITLDC in writing, all operational, administrative, and support-related communications between the Customer and ITLDC shall be conducted exclusively through the **ITLDC Portal ticketing system**.

Communications sent via any other medium, including email, social media, or third-party messaging platforms, shall not constitute official notice to ITLDC unless specifically acknowledged by ITLDC in writing.

16.5. Notices
Formal legal notices, when required under this Agreement, shall be delivered in accordance with the

contact details posted on ITLDC's official website. ITLDC may provide notices to the Customer through the Portal, email, or any other method reasonably calculated to provide actual notice.