



SERVER AGREEMENT

This Server Agreement (the "Agreement") is by and between you (the "Customer" and Middle East Infoway ("MEI"), and sets forth the terms and conditions of your use of MEI's Server Hosting service (the "Service"). You are automatically bound by this Agreement if you are using any of MEI's Services including, but not limited, to Dedicated Server Hosting and Virtual Private Server Hosting. You acknowledge that you have read, understood, and agree to be bound by all terms and conditions of this Agreement, as well as any additional rules or policies that are or may be published by MEI from time to time, including MEI's Domain Registration Agreement (the "Domain Registration Agreement"). This Agreement, as well as any additional rules and policies, together with all modifications thereto, constitute the complete and exclusive agreement between you and MEI concerning your use of the Service, and supersede and govern all prior proposals, agreements, or other communications. **IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE SERVICE LEVEL AGREEMENT, THIS AGREEMENT SHALL GOVERN.** Unless explicitly stated otherwise, any new features, updates, upgrades or versions that augment or enhance the current Service shall be subject to this Agreement. Please note that other MEI services, outside of the Service may be governed by other terms and conditions.

1. **Disclosure to Law Enforcement:**

We prohibit the use of our service for illegal activities. Therefore, Customer agrees that the Company may disclose any and all Customer information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Customer. In addition, MEI shall have the right to terminate all service set forth in this Agreement.

You understand that you are solely and fully responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content"), whether publicly posted or privately transmitted using the Service or a User Web Site. MEI does not pre-screen Content, but MEI and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is made available to others using the Service or on a User Web Site. MEI neither endorses the Content of your User Web Site nor assumes responsibility for such Content. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

The following is a non-exclusive list of activities prohibited under the terms of this Agreement:

- i. the uploading, posting or otherwise transmitting of any Content on a User Web Site that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, hateful, racially, ethnically or otherwise objectionable, or violates privacy, publicity or other personal rights of others;
- ii. sending unsolicited bulk and/or commercial messages over the Internet to a large number of recipients (known as "spamming"), or maintaining an open SMTP relay. This prohibition extends to the sending of unsolicited mass mailings from another service that in any way implicates the use of the Service, MEI's equipment or any domain name registration or electronic mail address serviced by MEI;
- iii. the forgery of any headers or other manipulation of identifiers in order to disguise the origin of any message sent in connection to a User Web Site;
- iv. using the Service to harm minors in any way, including to advertise, transmit, store, post, display, or otherwise make available child pornography. MEI is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Service;
- v. the uploading, posting or other transmittal of any Content that violates, infringes or misappropriates the intellectual property rights of others, including patents, trademarks, service marks, trade secrets, copyrights or other proprietary rights of any party;
- vi. the uploading, posting or other transmittal of any Content that you do not have a right to transmit under any law or under contractual, fiduciary or personal relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- vii. using the Service to create, upload, post or transmit any viruses, worms, Trojan horses, or for pinging, flooding, mail bombing or denial of service attacks or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- viii. vattacking or attempting to gain unauthorized access to the data, computers, accounts, systems or networks of others, or attempting to penetrate security measures of MEI or other entities' systems ("hacking"), or engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, probe, or other information gathering activity);
- ix. installation of 'auto-responders', 'cancel-bots' or similar automated or manual routines that generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others.

- x. engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment;
- xi. violating any local, state, national or international laws;
- xii. engaging in or promoting gambling
- xiii. displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or drug, where prohibited by local, state, national or international law;
- xiv. "stalking" or otherwise harassing another;
- xv. collecting or storing personal data about others without their consent;
- xvi. advocating, promoting, or providing assistance in carrying out violence or physical harm against any persons, nations, groups, entities or animals, including providing instructions on how to assemble explosive devices or other weapons, describing or displaying a weapon, parts of weapons or manuals for assembling any weapon, or promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property;
- xvii. exporting software or technical information, including encryption software, in violation of U.A.E or international export control laws;
- xviii. the use of your User Web Sites as storage for remote loading or as a door or signpost to another home page;
- xix. the impersonation of any person or entity, including, but not limited to, a MEI official, forum leader, guide or host, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- xx. removing, modifying or hiding any of the advertising banners inserted into your User Web Sites;
- xxi. any resale or any exploitation for any commercial purposes of the Service by any and all means unless approved in advance in writing by MEI; and
- xxii. Advertising, transmitting, offering for sale or otherwise making available any software, program, product, service or information that is designed to violate terms (a) through (u) above, or that MEI determines, in its sole discretion, is inappropriate for sale through the Service provided by MEI.

2. Service Rates:

Customer acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Customer. Customer is aware that the Company may prospectively change the specified rates and charges from time-to-time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.



3. Payment:

Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service.

4. Payments and Fees:

Service will be interrupted on accounts that reach 15 days past due. Service interrupted for nonpayment is subject to a AED 200 reconnect charge. Accounts not paid by due date are subject to 10% late fee. If you desire to cancel your account, please follow notify MEI by email at hosting@meinfoaway.com.

5. Refund and Disputes:

All payments to MEI for dedicated servers are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. Although, other hosting services have a provision of a 30 days money-back Guarantee. All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred.

6. Failure to Pay:

The Company may temporarily deny service or terminate this Agreement upon the failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

7. Account Cancellation:

Requests for canceling accounts may be made in writing with at least 10 days notice but not more than 30 days prior written notice and sent to hosting@meinfoaway.com.

8. Customer acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the Company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Customer agrees that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the Company. Customer further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Customer for services during the

period damages occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

9. SPAM and Unsolicited Commercial Email (UCE):

MEI takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of MEI may not use or permit others to use our network to transact in UCE. Customers of MEI may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

- i. Violation of MEI's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, MEI will initiate an immediate investigation (within 24 hours of notification). During the investigation, MEI may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, MEI may, at its sole discretion, restrict, suspend or terminate customer's account. Further, MEI reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. MEI will notify law enforcement officials if the violation is believed to be a criminal offense.
- ii. First violations of this policy will result in an "Administrative Fee" of AED 2,000 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of AED 3,000 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed AED 500 per hour that MEI personnel must spend to investigate the matter. **PLEASE, DO NOT SPAM** from your account.
- iii. As our Customers are ultimately responsible for the actions of their clients over the MEI network, it is advisable that Customers develop a similar, or stricter, policy for their clients.



10. Internet Relay Chat (IRC):

MEI does **NOT** allow IRC to be hosted or run on any servers. There are no exceptions to this policy. Violation of this policy may result in account suspension and/or termination.

11. Open or "Anonymous" Proxy:

MEI does not permit use of Open or "Anonymous" proxy servers. There are no exceptions to this policy. Violation of this policy may result in account suspension and/or termination.

IMPORTANT NOTICE:

BEGINNING IMMEDIATELY, anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation WILL be immediately and permanently removed from our network without notice.

12. 13. Network:

1. **IP Address Ownership:** If MEI assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to MEI, and Customer shall have no right to use that Internet Protocol address except as permitted by MEI in its sole discretion in connection with the Services, during the term of this Agreement. MEI shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by MEI, and MEI reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's or APINIC new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you **MUST** use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke



authorization to use those IP addresses that could be used with name-based hosting.

2. **Bandwidth and Disk Usage:** Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). MEI will monitor Customer's bandwidth and disk usage. MEI shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in MEI's sole and absolute discretion. If MEI takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. **In the event that a customer exceeds the included allocation, MEI may, at its sole discretion, collect a deposit, in an amount determined by MEI.**
3. **System and Network Security:** Users are prohibited from violating or attempting to violate the security of the MEI Network. Violations of system or network security may result in civil or criminal liability. MEI will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:
 1. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
 2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
 3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
 4. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
 5. Taking any action in order to obtain services to which such User is not entitled.

13. Notification of Violation:

1. MEI is under no duty to look at each customer's or user's activities to determine if a violation has occurred, nor do we assume any responsibility to monitor or police Internet-related activities.
2. First violation: Any User, which MEI determines to have violated any element of this Agreement, shall receive an email, warning them of the violation.



The service may be subject at MEI's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

3. Second Violation: Users that MEI determines to have committed a second violation of any element of this Agreement shall be subject to immediate suspension or termination of service without further notice
4. We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

14. **Suspension of Service or Cancellation:**

MEI reserves the right to suspend network access to any customer if in the judgment of the MEI network administrators the customer's server is the source or target of the violation of any of the other terms of this Agreement or for any other reason which MEI chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

15. MEI reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of MEI must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

Indemnification: You agree to defend, indemnify and hold harmless MEI, its suppliers, subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, damages or costs, including reasonable attorneys' fees, resulting from any claims, actions, or demands arising out of or related to: (i) your Content; (ii) your breach or violation of any term, condition, representation or warranty of this Agreement; (iii) your use of or connection to the Service; (iv) your use of or connection to a User Web Site; or (v) your violation of any rights of others



16. Miscellaneous Provisions:

You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

1. A waiver by the Company of any breach of any provision of this Agreement by Customer shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.
2. Customer shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Customer. Company reserves right to cancel customers rights under this contract at anytime without further obligation.
3. MEI takes no responsibility for any material input by others and not posted to the MEI Network by MEI. MEI is not responsible for the content of any other websites linked to the MEI Network; links are provided as Internet navigation tools only. MEI disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.
4. MEI is not responsible for any damages your business may suffer. MEI does not make implied or written warranties for any of our services. MEI denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by MEI

17. Limitation of Liability

YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE CREATION AND PUBLICATION OF USER WEB SITES, IS ENTIRELY AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, MEI OR ITS SUPPLIERS WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) TERMINATION, SUSPENSION, LOSS, OR MODIFICATION OF THE SERVICE OR A USER WEB SITE, (b) USE OF OR INABILITY TO USE THE SERVICE OR A USER WEB SITE, (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO MEI'S SITE OR TO A USER WEB SITE, (e) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (f) THE DISBURSEMENT OR NON-DISBURSEMENT OF FUNDS BY PAYMENT PROCESSORS; (g) ANY TRANSACTIONS CONDUCTED ON A USER WEB SITE, INCLUDING FRAUDULENT TRANSACTIONS; (h) ANY LOSS



INCURRED IN CONNECTION WITH THE SERVICE OR A USER WEB SITE, INCLUDING IN CONNECTION WITH E-COMMERCE TRANSACTIONS; (i) EVENTS BEYOND MEI'S (AND ITS SUBCONTRACTORS') REASONABLE CONTROL, (j) THE PROCESSING OF YOUR SERVICE APPLICATION; (k) APPLICATION OF ANY APPLICABLE LAW, REGULATION OR MEI POLICY; (l) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (m) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (n) ANY OTHER MATTER RELATING TO THE SERVICE. MEI ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, GOODWILL, DATA, THE COST OF REPLACEMENT GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF MEI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MEI'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SERVICE, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DIRHAMS (AED 500.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Claims

YOU WARRANT THAT YOUR USE OF OUR SERVICES IS NOT GOING TO SUBJECT US TO ANY CLAIM(S). You further agree to indemnify, defend and hold harmless us, and applicable registry administrator(s) and all such parties' directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including any direct, indirect, incidental, special or consequential damages and reasonable legal fees and expenses) arising out of, or related to, the web hosting services you are obtaining from us.

19. Lawsuits

IF LAWSUIT(S) ARE THREATENED: If we are sued or threatened with lawsuit in connection with Service(s) provided to you, we may turn to you to indemnify us and to hold us harmless from the claims and expenses (including attorney's fees and court costs). Under such circumstances, you agree that you will deposit money with us to pay for our reasonably anticipated expenses in relation to the matter for the coming year. Such deposit will be drawn down as expenses are



incurred, with all account notices sent to the WHOIS contact information provided in association with your domain names and/or account. We shall not be obliged to extend you any credit in relation to such expenses and we may terminate the Services for a failure to make or renew such a deposit. We will return any unused deposit upon the later of one year from deposit or the conclusion of the matter.

20. Indemnification of MEI

You agree to defend, indemnify and hold harmless MEI, its suppliers, subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, damages or costs, including reasonable attorneys' fees, resulting from any claims, actions, or demands arising out of or related to: (i) your Content; (ii) your breach or violation of any term, condition, representation or warranty of this Agreement; (iii) your use of or connection to the Service; (iv) your use of or connection to a User Web Site; or (v) your violation of any rights of others.

21. Disclaimer of Warranties

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. WE AND OUR SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR GUARANTEES OF SERVICE. YOU ARE RESPONSIBLE FOR MAINTAINING AND BACKING-UP YOUR DATA AND INFORMATION THAT MAY RESIDE ON THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY MEI, ITS EMPLOYEES, LICENSEES OR THE LIKE WILL CREATE A WARRANTY OR GUARANTEE; NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.



22. Windows Servers:

Requirements for using Microsoft software. Customers are prohibited from allowing more than five (5) authenticated users of the Microsoft Windows Server Operating Systems under Microsoft licensing terms and could create liability issues with Microsoft if violated.

Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on Software Products or that appear during the use of Software Products. Customer further agrees not to reverse engineer, decompile, or disassemble the Software Products.

MEI may provide you access to other third party software and/or services ("Third Party Products ") through reseller relationships. MEI has established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, Customer understands that product support for Third Party Products is provided by MEI and not by the Third Party Vendor. Neither MEI nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. Customer expressly acknowledges and agrees that use of third party products is at customer's sole risk and such third party products are provided "as is" and without representation or warranty of any kind from MEI or any third party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights. To the maximum extent permitted by applicable law, neither MEI nor any third party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third party product. Customer agrees to observe the terms of any license and/or applicable end user Customer agreement for third party products and that customer shall be fully liable to third party vendors and MEI with respect to any improper use of such third party products or violation of license agreements with them and/or applicable end user Customer agreements.

23. Denial of Service:

We reserve the right to refuse service to anyone at any time for any reason.



24. Governing Law; Arbitration

Regardless of the place of signing of this agreement, the Client and Provider agree that for the purpose of venue, this agreement was entered into in Dubai, UAE, and any dispute will be litigated or arbitrated at the Dubai International Arbitration Centre. Furthermore, you waive any right to or claim of sovereign immunity

25. Notices

You agree that, unless other instructions are posted on MEI's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission. MEI may, but shall have no obligation to, send a single notice by various means of delivery (i.e., fax, email, certified mail or express mail). In no event shall MEI be liable to you for choosing to send notice by one means of delivery and not others.

26. Integration and Severability

The Agreement and the Domain Registration Agreement constitutes the entire agreement between you and MEI and governs your use of the Service, superceding any prior agreements between you and MEI or (including, but not limited to, any prior versions of the Agreement). You also may be subject to additional terms and conditions that may apply when you use affiliate or other MEI services, third-party Content or third-party software. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within 90 days after such claim or cause of action arose or be forever barred. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

27. General

You agree and acknowledge that any acceptance of your application for the Service and the performance thereof will occur at our offices in Dubai, United Arab emirates, the location of our principal place of business.



You acknowledge and agree that, to the extent necessary, it is your responsibility to: (1) provide all equipment, including a computer and modem, necessary for you to establish a connection to the Internet; and (2) provide for your own connection to the Internet and pay any telephone service fees associated with such connection.

Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and this Agreement shall not be construed to create any obligation by MEI to any non-party to this Agreement.

The failure of MEI to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by MEI of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. MEI will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of MEI as reflected in the original provision.