

# Hostaxis Internet Services

The Client wishes to use these Services, and the Company agrees to provide Services to the Client on the following terms and conditions:

## General Terms and Conditions

1. All data stored or transmitted must be legal under all applicable laws. The Client is solely responsible for determining the legality of their data, which is stored or transmitted within and outside the India.
2. The Client may become the target of a network attack, we reserve the right to take any necessary actions (including, but not limited to, temporary suspension of the Client's account) required to return server or network operation to normal.
3. We will use our best efforts to maintain, but do not guarantee, the privacy of email, network use, and the contents of user directories.
4. If we are informed of an alleged copyright or trademark infringement involving a Client's Services, we will attempt to notify the Client of those allegations and secure a response. We may, in our sole discretion, remove or terminate the Services containing, on a temporary or permanent basis, materials which we believe may create, constitute, or contribute to copyright or trademark infringements. Client expressly waives the right to assert any claims against us for any such removal or termination.
5. Additional Charges due to Bandwidth use in excess of that specified in this agreement will be invoiced on a monthly basis for immediate payment.
6. We may terminate Services to the Client at any time, without notice, for violation of this agreement. We will not be liable for any damages or harm to the Client resulting from such termination.
7. We may temporarily suspend for the purpose of repair, maintenance or improvement, part or all of the Services, generally without notice. We undertake to use reasonable endeavours to inform Clients of future Service changes and/or downtime and to restore Services as soon as practical after any such suspension. Necessary suspension of Services does not indemnify refunds under the loss of Services.
8. Use of the Services indicates acceptance of the Agreement by the Client.

## Prohibited Use

Hostaxis prohibits the use of its servers for:

- Illegal emails, Illegal material, such as commercial audio, video or music files or any other copyrighted works, for which the account holder does not have the permission of the copyright holder, or any other material in violation of Indian Law
- Adult material, such as pornography, erotic images or otherwise lewd or obscene content
- Racist, defamatory, obscene, indecent or other unlawful material
- 'Warez', such as pirated software, ROMS, emulators, instructions or software for phreaking, hacking, password cracking or IP spoofing etc
- Sites engaging in or promoting pyramid sales, Multi Level Marketing or similar activities
- Engaging in illegal activities

## Allowed content

Hostaxis does not allow storage and/or display of the following material on its servers. This includes uploading to web sites, or transmitting by any material (by e-mail, uploading, posting or otherwise).

\* Adult Sites: We prohibit any adult (pornographic) web-sites on our servers, including pedophile sites, sites linking to pornographic sites (outside links) and pornographic advertisements on your own site.

\* Illegal use: Hostaxis services may not be used for illegal purposes, or in support of illegal activities.

\* Copyright or trademark infringement: Use of the Hostaxis service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

\* Distribution of Viruses, Spyware, and Malware: Distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Distribution of software that monitors computer or computer user activity without the computer user's knowledge and consent is prohibited.

## Spamming

Spamming (sending unsolicited commercial or bulk emails) using our servers is strictly not allowed. DO NOT SEND SPAMEMAILFROM OURSERVERS. Sending spam emails which include links to a web site hosted on one of our servers is also forbidden. We reserve the right to suspend or terminate any site that is linked to from spam emails.

To protect our servers we may impose limits on the number of emails sent within a particular time frame from our servers. Usenet Spamming: We have a zero tolerance policy for the use of our network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

## Server Use

We want to allow our customers to use our servers the best way, but in order to protect other users, we may, temporarily or not, suspend a site if this site slows down our servers or uses too much server resource. In this case, we will try to find a solution together with the customer. You may not use your site to publish material, which Hostaxis determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You must take reasonable steps to protect the security of our servers. This includes, but is not limited to:

\* keeping all passwords to Hostaxis systems secure. You must not reveal your passwords to third parties.

\* ensuring that any scripts that are installed on your site cannot be exploited to compromise the security of the server.

\* Illegal use: Hostaxis services may not be used for illegal purposes, or in support of illegal activities. Hostaxis reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

\* Harm to minors: Use of the Hostaxis service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

\* Threats: Use of the Hostaxis service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

\* Harassment: Use of the Hostaxis service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

\* Fraudulent activity: Use of the Hostaxis service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," "hyip schemes," and "chain letters."

\* Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

\* Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM): Use of the Hostaxis service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Hostaxis account.

\* Unauthorized access: Use of the Hostaxis service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Hostaxis or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending account is subject to immediate termination.

\* Fraudulent links: Use of fraudulent referrers to a site hosted on our servers is forbidden. This includes, but is not limited to, blog ping backs. Inappropriate (e.g. off-topic or automated) postings to forums, or other services containing links to a site hosted on our servers is forbidden.

\* Servers and Proxies: Use of server software or scripts which creates a listening socket on our server is forbidden. Proxies which receive requests over HTTP and use our network connection to forward the request to another server are not permitted. This includes, but is not limited to, HTTP proxies.

\* File Sharing: Use of software and scripts for "file sharing" or similar is not allowed on our servers. This includes sending or receiving files using these mechanisms.

## Scripts

You are responsible for ensuring that any scripts that you install do not compromise the security of our servers. This includes, but is not limited to:

\* ensuring that it is not possible to abuse such scripts to gain access to the file system of the server.

\* ensuring that it is not possible to abuse such scripts to send emails to third parties.

\* ensuring that you update any installed scripts with the latest releases, which often contain security fixes. If a script installed on your site is compromised, we may require a clean up of your site.

Where we provide an automatic script installer we may update installed scripts to the latest releases.

## Server maintenance

We might have, from time to time, to perform maintenance, upgrades or replacements to our servers. We reserve the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server, for no more than 4 hours. In this event, the users will be sent an e-mail at least 24 hours before the due date and time for maintenance.

## Responsibility

Hostaxis can not be held responsible for any damage caused to your business or yourself, even if the damage is directly caused by one of our employees. Hostaxis cannot be held responsible for any loss of data or service interruption, but will do its best to help the customer. You, as a Hostaxis customer, are solely responsible for the content stored on and served by your web site.

## Backups

We may provide a backup service for your site, however, we do not accept responsibility for any failure of our backup mechanism. You are responsible for maintaining adequate backups of your content.

## Technical Support

Hostaxis provides technical support to our customers via a support ticket system. Hostaxis provides support related to your web site physical functioning. Hostaxis does not offer technical support for application specific issues such as PHP or cgi programming, html, script installation or any other such issue. There are links in the client area to other web sites that can help with such issues.

## Modification

We may modify any of these terms and conditions contained, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. If any modification is unacceptable to you, your only recourse is to terminate your account(s). In this case, a pro-rata repayment of web hosting costs will be made.

## Uptime Guarantee

We have an availability guarantee of 99% availability per month.

## Chargeback and Payment Disputes

All payment disputes must be raised via the support ticket system or Livehelp



## Termination and Suspension

You may terminate your hosting at any time by advising us via a support ticket or Livehelp that you wish to do so. We may suspend any or all of your services where we have reason to suspect a violation of our terms and conditions whilst we investigate the suspected violation. We may suspend your services where we have reason to suspect that a script installed on your site is being abused whilst we investigate the suspected abuse.

## Clean Up

If we suspect that activities performed by you or a third party on your hosting account, whether deliberate or not, may compromise the security of our server or any other server or computer, we may require a clean up to be performed. A simple clean up will be provided free of charge, resulting in total loss of existing data on your hosting account. You should then restore the site from your backups. Depending on the severity, we may agree to perform a complex clean up (targeting only compromised files), for which we will charge support at our standard support rate.

## Violations

If you violate our terms and conditions we may terminate or suspend (temporarily or indefinitely) any services you have with us. In this case no refund will be given for any payments that have been, or are made by you to us.

## Cancellation and refund

Hostaxis will accept a request to cancel a web hosting account and give a full refund to a new customer who requests such refund and cancellation within 30 days of ordering. Domain name registrations cannot be cancelled and are not refundable. Dedicated server plans are not refundable.

