

## **1- ACCEPTANCE OF TERMS OF SERVICE**

1. As a precondition and requirement to use the services available via India Web Hosting, you, for yourself and for the company or other person(s), if any, you represent ("Subscriber" or "Subscribers", as applicable), hereby accept and agree to be legally bound by these Terms of Service ("Terms"). These Terms are effective immediately between the Subscriber and India Web Hosting and its subsidiaries and affiliates ("India Web Hosting"). Each Subscriber is subject to these Terms, and by using India Web Hosting's services, network and/or systems (collectively the "Services"), Subscriber agrees to be legally bound by and subject to all terms and conditions contained in these Terms, including as well all usage policies and other policies herein. To the extent not inconsistent therewith, these Terms are also incorporated into the individual service agreement, if any, of each Subscriber.
2. Subscriber represents and warrants that, if an individual, Subscriber is at least 18 years old and otherwise legally competent in all respects to, or, if an entity, Subscriber is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, and possesses all legal authority and power to accept and be bound by these Terms. Additionally, Subscriber represents and warrants that neither it, she, or he (as applicable), nor any entity it, she or he represents, is prohibited under any part of section 13 of these Terms from registering or signing up with or otherwise subscribing to or receiving any of the Services from India Web Hosting. Further, Subscriber represents and warrants all information provided by Subscriber to India Web Hosting has been and is complete, accurate, and current, and that Subscriber shall continue to provide complete, accurate and current information to India Web Hosting in connection with all registration or renewal processes and further agrees to update all such information as necessary to maintain complete, accurate and current information. Although subscribers of paid services offered through India Web Hosting must be at least 18 years of age and otherwise legally competent to accept and be legally bound by these Term, a parent or legal guardian of a minor may obtain an account on the minor's behalf, and by doing so, consents to such minor's use of the Services. Subscribing parents and legal guardians each for herself or himself, as applicable, accept and agree to be legally bound by these Terms, and assume full responsibility and liability associated with any failure of compliance with the Terms in connection with said minor's use of any of the Services.
3. India Web Hosting intends to provide the best possible web hosting service to each of its Subscribers. India Web Hosting is also dedicated to staying abreast of new and available technologies that will better serve our Subscribers. However, due to changing technologies, changing laws and the individual and collective needs of our Subscribers, India Web Hosting reserves the right, in its sole discretion, to change, modify, add or remove all or any part of these Terms at any time with or without notice
4. Subscribers may view the most current version of these Terms at [www.Indiawebhosting.com/legal.html](http://www.Indiawebhosting.com/legal.html). Any use of the Services by Subscriber, after changes, modifications, additions or deletions to these Terms are posted on the India Web Hosting website, shall constitute Subscriber's acceptance of all such changes, additions, modifications or deletions. If a Subscriber does not agree to any such alterations to these Terms, the Subscriber's sole and exclusive remedy is to cancel the Subscriber's account as set forth in Paragraph 3 below.
5. Notwithstanding India Web Hosting's right to alter these Terms without prior notice, India Web Hosting may, within its sole discretion and as a courtesy to all affected Subscribers, make an effort to provide Subscribers with 7 days advanced notice of any alteration of these Terms if it appears to India Web Hosting, in its sole discretion, that said alteration may materially and adversely impact said Subscriber's use of the Services.
6. If Subscriber is registering a new domain name with India Web Hosting, or using or transferring a previously registered domain name in conjunction with Subscriber's use of the Services, Subscriber hereby acknowledges and agrees that Subscriber's use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers ("ICANN") and the Domain Registration Agreement located at <http://www.indiawebhosting.com/legal.html> and has read the Registrant Rights and Responsibilities located at <http://www.icann.org/en/registrars/registrator-rights-responsibilities-en.htm>.

## **2. TERM - PAYMENT - RENEWAL OF ACCOUNT AND OF DOMAIN**

1. **Term of Service.** The term of Subscriber's subscription to the Services commences upon Subscriber's acceptance of these Terms and terminates as set forth in Paragraphs 2.05 and 3.01.
2. **Payment.** Subscriber agrees to pay all applicable fees for Services in effect at the time of sign-up registration and/or renewal, subject to these Terms. Subscriber agrees to update and keep current all of Subscriber's billing information, email and all other contact information. It is the Subscriber's responsibility to verify that the information submitted is accurate to insure proper billing and continuity of services. India Web Hosting may use Merchant Updater Services to receive updated billing information from participating providers.
3. **Automatic Renewal of Hosting Account.** As a courtesy and not as an obligation (contractual or otherwise), fifteen (15) days prior to the expiration of Subscriber's Hosting Account or Domain(s) India Web Hosting will automatically renew Subscriber's Hosting Account by charging the applicable fee for the non-promotional rate to Subscriber's current method of payment on file. The initial term of this Agreement shall be as set forth in the Registration Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to User, and after the Initial Term, this Agreement shall continue for successive periods (or renewal period) of equal length as the Initial Term or such other Term and price that shall be set forth in a notice to the customer at least 24 hours prior to the commencement of such successive period or renewal period. In the case of insufficient funds we will attempt to collect at a partial term quantity ( not changing your current term) to continue service as per contract. Additionally after the initial Term, you acknowledge, agree and authorize us to automatically bill and/or charge on your credit card for successive or renewal periods, unless terminated or cancelled by either party as provided in this section. The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term". Subscriber acknowledges and confirms that if the Subscriber pays for a hosting plan which qualifies for a Free Domain that the Subscriber will be provided with a digital domain registration voucher to be used for purchasing their Free Domain. The domain registration voucher is only applicable as long as the Subscriber maintains a qualifying hosting plan.
4. **Automatic Renewal of Domain(s).** As a courtesy and not as an obligation (contractual or otherwise), fifteen (15) days prior to the expiration of Subscriber's domain, if registered with India Web Hosting (or one of its Affiliates), or if transferred to and registered with India Web Hosting (or one of its Affiliates), India Web Hosting will automatically renew Subscriber's domain, by charging the applicable fee to Subscriber's current method of payment on file. Subscriber acknowledges and confirms that the obligation to renew his/her/its Domain(s) is solely and exclusively the responsibility of the Subscriber, and is not the obligation (contractual or otherwise) of India Web Hosting. Subscriber hereby releases India Web Hosting from any and all liability for failure for any reason to renew said Account or said Domain(s). Subscriber acknowledges that there may be many reasons why India Web Hosting is unable to renew said Account or Domain, including but not limited to inability of India Web Hosting, for any reason, to bill said renewal to Subscriber's method of payment on file, to contact or otherwise get response from Subscriber at the email address on file, or otherwise. Subscriber acknowledges that said Hosting Account and/or Domain, if not renewed, for whatever reason, will expire on the Account or Domain Expiration Date, as applicable. In the event that a Domain expires, India Web Hosting will hold the expired Domain for up to 30 days as a courtesy and not as an obligation (contractual or otherwise). 30 days after expiration, the Domain will be placed in Redemption. During the Redemption period the Domain will be inaccessible and unable to be registered elsewhere. In order to bring a Domain out of Redemption, Subscriber must pay a Redemption Fee, as well as a Renewal Fee for the current year. Domain registration vouchers cannot be applied toward the cost of Redemption. If the Domain is not redeemed within 74 days of expiration, it will be set to Pending Delete status by the domain registry. After the Pending Delete status expires, the Domain will be released for registration. During the Pending Delete period, the Domain will be inaccessible and unrecoverable.
5. **Cancellation of Automatic Renewal of Account or Domain.** Subscriber agrees to notify India Web Hosting of Subscriber's intent to cancel automatic renewal at least sixteen (16) business days prior to the account or domain expiration date, by directing Automatic Account Renewal Cancellation Notification and/or Automatic Domain Renewal Cancellation Notification to India Web Hosting, as applicable, by sending same via email to [billing@indiawebhosting.com](mailto:billing@indiawebhosting.com). This request must include verification of ownership of the hosting account and/or domain(s), as determined by India Web Hosting.
6. **Authority.** In the event Subscriber is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person registering for or renewing

India Web Hosting Services on behalf of Subscriber hereby certifies that he/she has the authority to and does hereby bind the corporation, limited liability company, partnership, joint venture or other individuals in this manner and in connection with Subscriber's acceptance of all other Terms set forth herein.

### **3. CANCELLATION OF SERVICES - REFUND POLICY**

1. Cancellations and Refunds. India Web Hosting provides a 7-day money back guarantee for new hosting account registrations, subject to the following terms and conditions:
  1. Nonrefundable Fees: Fees paid by Subscriber in connection with the purchase of SSL certificates, domain names are nonrefundable, as are Check Refunds of Rs. 1000.00 or less due to processing fees.
  2. Cancellations within First 3 Days of Registration. In the event Subscriber cancels the Services within 3 calendar days of registration, Subscriber will receive a full refund of all fees paid in connection with the registration upon request, with the exception of any Nonrefundable Fees set forth in Paragraph 3.01(A). Subscriber has the option, but not the obligation, to retain ownership and control of any promotional "Free Domain Names" registered in connection with the subscription, in which case Subscriber's refund will be reduced by Actual domain price as per on our site per domain name.
  3. Cancellations After 3 Days and Before 7 Days. In the event Subscriber cancels the Services after the expiration of 3 calendar days, but prior to the expiration of 7 calendar days, Subscriber will receive a refund of all fees paid in connection with the registration, with the exception of any Nonrefundable Fees set forth in Paragraph 3.01(A), subject to the following additional mandatory reductions:
    1. Free Domain Names: If Subscriber registers any domain name as part of a "Free Domain Name" promotion in connection with the registration, Subscriber's refund will be reduced by Actual domain price per domain name. Subscriber will retain full ownership and control of any such domain names.
    2. DedIP Any fees paid by Subscriber in connection with Dedicated IP will be not be refunded.
  4. Cancellations After 7 Days. Subscriber may cancel his/her/its Services at any time, before or after automatic account renewal, and, with the exception of any Nonrefundable Fees set forth in Paragraph 3.01(A) and setup fees, if any, which are nonrefundable after 7 calendar days, will not receive any refund.
  5. Notice of Cancellation. Subscriber agrees to direct all cancellation requests to India Web Hosting via email, [billing@indiawebhosting.com](mailto:billing@indiawebhosting.com) The cancellation request must include verification of ownership of the hosting account and/or domain(s), as determined by India Web Hosting. Subscriber must also confirm to India Web Hosting that all emails, files, and databases are preserved and backed up somewhere other than India Web Hosting server space. Once confirmed the cancellation can be processed following the cancellation policy.
2. Chargebacks and Reversals. In the event Subscriber issues a chargeback or reversal of charges without first following the above cancellation procedures, the Subscriber will be responsible for a Rs 1000.00 billing service fee.
4. **INDIA WEB HOSTING AS RESELLER OR LICENSOR** India Web Hosting is acting only as a reseller or licensor of certain services, hardware, software and equipment used in connection with the products and/or Services that were or are manufactured or provided by a third party ("Non-India Web Hosting Product"). India Web Hosting shall not be responsible for any changes in the Services that cause the Non-India Web Hosting Product to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-India Web Hosting Product either sold, licensed or provided by India Web Hosting to User or purchased directly by User used in connection with the Services will not be deemed a breach of India Web Hosting's obligations under this Agreement. Any rights or remedies User may have regarding the ownership, licensing, performance or compliance of Non-India Web Hosting Product are limited to those rights extended to User by the manufacturer of such Non-India Web Hosting Product. User is entitled to use any Non-India Web Hosting Product supplied by India Web Hosting only in connection with User's permitted use of the Services. User shall use its best efforts to protect and keep confidential all intellectual property provided by India Web Hosting to User through any Non-India Web Hosting Product and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual

property or to use it other than in connection with the Services. User shall not resell, transfer, export or re-export any Non-India Web Hosting Product, or any technical data derived therefrom, in violation of any applicable Indian or International law.

## **5. PROPRIETARY RIGHTS**

These Terms do not give Subscriber any rights in India Web Hosting intellectual property or technology. India Web Hosting and related trademarks and logos are the exclusive property of India Web Hosting. India Web Hosting and Subscriber agree that neither will, directly or indirectly, reverse engineer or decompile object code or execution code, nor otherwise seek to obtain source code or trade secrets of the other party. Notwithstanding the foregoing, nothing herein shall bar India Web Hosting from using any knowledge, information or skills that are generally known or that can be learned or otherwise acquired in the normal course of business.

## **6. SECURITY AND OWNERSHIP**

1. **Site Security and Updates.** India Web Hosting uses sophisticated means of security in connection with the Services. Notwithstanding the foregoing, it is exclusively Subscriber's obligation to maintain and control passwords to Subscriber's web site(s), and Subscriber exclusively is responsible for all activities that occur in connection with Subscriber's user name, password, and registered domain name(s), as well as any and all scripts or programs added to the account by the Subscriber or authorized users. Subscriber agrees to immediately notify India Web Hosting of any unauthorized uses of the Service or any other breaches of security. It is exclusively Subscriber's responsibility to update and secure any programs or scripts available via the cPanel interface. Subscriber's failure to update and secure any programs or scripts available via the cPanel interface may result in India Web Hosting either updating the programs and scripts or suspending your account services until they are updated. India Web Hosting will not be liable for any loss or damages of any kind, under any legal theory, caused by Subscriber's failure to comply with any of the foregoing security obligations or caused by any person to whom Subscriber grants access to Subscriber's Services, or due to any updates performed by India Web Hosting pursuant to the terms of this section.
2. **Access and Control Policy.** When a new account or domain, as applicable, is registered with or transferred to India Web Hosting or with one of its affiliates, the process requires and results in the creation of the following within the records of India Web Hosting, in association with said new account or domain: i) Name of person registering; ii) email address; iii) user name; iv) password; and, v) associated payment information, such as Visa, Mastercard, etc., Credit Card Number & name thereon, etc.
  1. If a person contacts India Web Hosting and claims that he or she is entitled to access to an account, website, or domain registered with India Web Hosting or its affiliate but is without access (for any reason such as but not limited to forgotten password or forgotten user name, data loss or corruption on personal computer, improperly locked out, and so forth), India Web Hosting will give access to the person who acceptably evidences he or she has substantially all of: i) name of the person who originally registered; ii) email address of the person who originally registered; iii) the user name of the person who originally registered, if possible; iv) the associated payment information of the person who registered, such as Visa, Mastercard, etc., Credit Card Number & name thereon, etc. (mandatory); and, v) a photo identification evidencing she or he is the rightful possessor and user of said credit card or payment medium (mandatory). Otherwise, India Web Hosting will not give access and control to a claimant unless India Web Hosting is served with a valid order of a court, agency, or appropriate Internet controlling entity such as Internet Corporation for Assigned Names and Numbers ("ICANN"), requiring India Web Hosting to give such access and control to said claimant or unless there is submitted to India Web Hosting at [legal@Indiawebhosting.com](mailto:legal@Indiawebhosting.com) a written statement duly signed by the person who originally registered said account which statement is duly notarized, and in which said originally registering person confirms that said claimant is entitled to access and control of the account, together with a written notarized statement duly signed by claimant which confirms claimant is entitled to access and control of said account, website and/or domain and has read and agreed to these Terms of Service. Subscriber acknowledges and accepts that the foregoing access and control policies and procedures are the only way that notice(s) can be given and changes can be effected regarding said access and/or control; and, further, that any other changes made directly by Subscriber or by others within the online records of India Web Hosting or of its affiliates shall not be deemed effective to give notice to India Web Hosting or its affiliates of any changes in said access or control.

2. Subscriber acknowledges and accepts said access and control policy and procedure, agrees not to bring any claim in the form of a lawsuit or otherwise against India Web Hosting arising out of its following said policy and procedure, agrees immediately to dismiss any claim so brought, and hereby releases India Web Hosting from all liability and all claims for damages or any other liability whatsoever that may arise out of India Web Hosting's following said policy and procedure.
3. License to India Web Hosting. India Web Hosting claims no ownership interest in the content of Subscriber's web site(s). By submitting content and data to India Web Hosting, Subscriber grants to India Web Hosting, its successors and assigns, the worldwide, royalty-free, and nonexclusive license under Subscriber's copyrights and other rights, if any, in all material and content displayed in Subscriber's web site to use, distribute, display, reproduce, and create derivative works from such material in any and all media, in order to maintain such content on India Web Hosting's servers during the term of these Terms. Subscriber also authorizes the downloading and printing of such material, or any portion thereof, by end-users for their personal use. This license shall terminate upon Subscriber's cancellation of the Services as set forth in Paragraphs 2.01 and 3.0.
4. Transfer of Ownership. India Web Hosting is not responsible to determine ownership of websites hosted by, accounts opened with, or domains registered with India Web Hosting or its affiliates. By accessing India Web Hosting's system, registering, or using any of the services provided by India Web Hosting, the Subscriber, or any other person so accessing, registering or using, hereby represents and warrants that the information provided in connection with said registration, including as well information concerning ownership of websites, domains, and accounts, is true, accurate, and complete in each material detail. Any disputes arising regarding the ownership of any account, website, or domain hosted by, opened with, or registered with India Web Hosting or any of its affiliates are subject to the terms and conditions of Section 5.5 of these Terms.
  1. India Web Hosting will recognize a change of ownership of account(s) with, of websites hosted by, and/or of domains registered with India Web Hosting or its affiliates only in the event that at least one of the following occur: i) there is received by the Compliance Manager (abuse@indiawebhosting.com) a written statement (in a form acceptable to India Web Hosting or applicable affiliate) containing the notarized signature of the original owner of the account, website, and/or domain, as applicable, confirming that ownership of the website, domain, and/or account, as applicable, has been transferred to a person (claimant) claiming to own said website, domain and/or account, as applicable, along with a written statement containing the notarized signature of the claimant confirming that she or he has acquired said ownership, has read and agrees to be bound by these Terms of Service; or, ii) India Web Hosting is served with a valid order of a court, agency, or appropriate internet controlling entity such as Internet Corporation for Assigned Names and Numbers ("ICANN"), requiring India Web Hosting (or affiliate) to transfer such ownership to said claimant.
  2. Subscriber acknowledges and accepts that the foregoing policies and procedures regarding transfer of ownership are the only way that notice(s) can be given and changes can be effected regarding said transfer of ownership within India Web Hosting; and, further, that any other changes made directly by Subscriber or by others within the online records of India Web Hosting or of its affiliates shall not be deemed effective to give notice to India Web Hosting or its affiliates of any changes in said ownership.
5. Disputing Site or Account Ownership Disputes sometimes arise between or among multiple persons claiming ownership of or rights in a site hosted by India Web Hosting or in an associated India Web Hosting account. India Web Hosting is not obligated to resolve any such disputes. If multiple persons are claiming ownership of or rights in a site hosted by India Web Hosting or in an associated India Web Hosting account, and, in India Web Hosting's sole judgment, there is not certainty as to the ownership of or rights in said site or account, then India Web Hosting will, to the extent of its knowledge and ability, notify said persons of the dispute and demand that said persons promptly, conclusively, and finally resolve the dispute in a manner which makes clear who the owner(s) and/or interest holder(s) is/are and in a manner which relieves India Web Hosting of all liability or obligations concerning the dispute. If the disputing persons fail so to resolve the dispute within what India Web Hosting, in its sole judgment, deems to be a reasonable time, then India Web Hosting, at its option and without any obligation to do so, may, in accordance with and subject to the laws of India, file an interpleader action in a court of competent jurisdiction within Mumbai city of India for the purpose of allowing the contending persons to resolve said dispute and to reach certainty

regarding ownership of or rights in said site and/or account. The person or persons conclusively and finally determined by the interpleader action to be the rightful owner(s) or interest holder(s) of said site and/or associated account shall be obligated to reimburse India Web Hosting for all of its expenses relative to said interpleader action including without limit all its court costs and reasonable attorney fees. All amounts owed to India Web Hosting under this section 5.03 shall be deemed due and payable immediately upon thirty (30) days after judgment or settlement is reached.

## **7. PRIVACY POLICY**

1. Commitment. The India Web Hosting commitment to our Subscribers' privacy is set forth in this section. Except as required by law or as otherwise provided herein, India Web Hosting will take commercially reasonable steps to ensure your right to privacy. India Web Hosting is committed to developing long lasting relationships that are built on trust and will never intentionally violate that trust.
2. Encryption. When Subscriber orders from India Web Hosting, Personal Data Transmissions are encrypted. When Subscriber orders from India Web Hosting, all of Subscriber's personal information is protected. India Web Hosting uses Secure Sockets Layer (SSL), the industry standard, for encrypting all personal information, including name, address and credit card numbers.
3. Confidentiality. With the exception of trusted business affiliates and/or associates who work on behalf of or in connection with India Web Hosting, subject to specific confidentiality agreements, India Web Hosting will not provide or sell to any third party your personal information and will keep all Subscriber information confidential, subject to the following:
  1. Upon registration, certain Subscriber information is transferred to WHOIS (domain registration information), to our affiliated third-party registrar, Netlynx, INC, and to Thawte (SSL cert. creation).
  2. India Web Hosting will share information to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations or suspected violations of these Terms, or as otherwise required by law.
  3. When we are threatened with suit by a third party, or any other legal action brought to our attention involving us based on the anonymity of the domain, we may seek assurance from you the customer concerning your promise to indemnify us and written notice that you have contacted the plaintiff or representative for the complainant and made your contact information available to them. Failure to provide those assurances may be considered by us to be a breach of your Agreement and may result in deactivation of your domain name and forfeit the right to privacy on a domain. No refunds will be issued for the remaining unused service.

## **8. "UNLIMITED" USAGE POLICIES AND DEFINITIONS**

1. What "Unlimited" means. India Web Hosting does not set an arbitrary limit or cap on the amount of resources a single Subscriber can use. In good faith and subject to these Terms, India Web Hosting makes every commercially reasonable effort to provide its Subscribers with all the storage and bandwidth resources needed to power their web sites successfully, as long as the Subscriber's use of the service complies with these Terms. By not setting limits on key resources, we are able to provide simple, consistent pricing to our Subscribers as they grow their websites. As a result, a typical website may experience periods of great popularity and resulting increased storage without experiencing any associated increase in hosting charges.
2. What "Unlimited" DOES NOT mean. India Web Hosting employs complex mechanisms to protect its Subscribers and systems from abuse. India Web Hosting's offering of "unlimited" services is not intended to allow the actions of a single or few Subscribers to unfairly or adversely impact the experience of other Subscribers. India Web Hosting's service is a shared hosting service, which means that multiple Subscriber web sites are hosted from the same server and share server resources. India Web Hosting's service is designed to meet the typical needs of small business and home business website Subscribers around the globe. It is NOT intended to support the sustained demand of large enterprises, internationally based businesses, or non-typical applications better suited to a Virtual private or dedicated server. India Web Hosting will make every commercially reasonable effort to provide additional resources to Subscribers who are using their website(s) consistent with these Terms, including moving Subscribers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality

experience for all Subscribers, India Web Hosting does place automated safeguards to protect against any one site growing too quickly and adversely impacting the system until India Web Hosting can evaluate said sites resource needs.

3. Unlimited Hosting Space; excessive MySQL files. India Web Hosting does not set arbitrary limits on the amount of disk space a Subscriber can use for the Subscriber's website, nor does India Web Hosting charge additional fees based on an increased amount of storage used, provided the Subscriber's use of storage complies with these Terms. Please note, however, that the India Web Hosting service is designed to host websites. India Web Hosting does NOT provide unlimited space for online storage, backups, or archiving of electronic files, documents, log files, etc., and any such prohibited use of the Services will result in the termination of Subscriber's account, with or without notice without any kind of refunds. Accounts with a large number of files (inode count in excess of 200,000) can have an adverse affect on server performance. Similarly, accounts with an excessive number of MySQL/PostgreSQL tables (i.e., in excess of 1000 database tables) or of database size (i.e., in excess of 1GB total MySQL/PostgreSQL usage or 1GB MySQL/PostgreSQL usage in a single database) negatively affect the performance of the server. India Web Hosting may request that the number of files/inodes, database tables, or total database usage be reduced to ensure proper performance or may terminate the Subscriber's account, with or without notice without any refunds.
4. Unlimited File Transfer. India Web Hosting does not set arbitrary limits on the amount of visitor traffic a web site can receive or on the amount of content a Subscriber can upload to his/her/its website in a given month, nor does India Web Hosting charge additional fees based on increased use of bandwidth, as long as the Subscriber's use of the Services complies with these Terms. In most cases, a Subscriber's web site will be able to support as much traffic as the Subscriber can legitimately acquire. However, India Web Hosting reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other Subscribers.

## **9. COOKIE POLICY STATEMENT**

1. General Purposes. India Web Hosting understands that many of its Subscribers are concerned about "cookies", which are electronic collections of information stored on the local computer of a person using the worldwide web and which are used chiefly by websites to keep track of visitors and registered users and to relate one computer transaction to a later one. India Web Hosting provides this Cookie Policy Statement to let you, the Subscriber, know how India Web Hosting uses this technology. India Web Hosting uses cookies to help India Web Hosting improve its website and web hosting services, and, most importantly, to provide India Web Hosting's existing Subscribers with the opportunity for continued savings and increased convenience.
2. Cookies for Improving Our Web Site. India Web Hosting uses cookies to inform India Web Hosting of a repeat visit. The cookie does not tell India Web Hosting who a visitor is, the visitor's name, email address, or Passwords.
3. Cookies for Banner Rewards Program. To offer India Web Hosting Subscribers continued savings, India Web Hosting uses cookies to help monitor the traffic generated from India Web Hosting banners and logo buttons displayed on India Web Hosting Subscribers' websites.
4. Cookies for Subscriber Account Management. For India Web Hosting Subscribers, India Web Hosting uses cookies to store user names for added convenience to the Webmaster. As part of our India Web Hosting web hosting package, India Web Hosting offers password-protected, web-based management tools. By storing a Subscriber's username in a cookie, the Webmaster will not have to fill out form fields each time he or she manages the account. (The cookie does not store Passwords.) India Web Hosting is dedicated to using the newest technologies in order to simplify our Subscribers' experience.

## **10. PROHIBITED USES**

1. Breach of Terms and Account Termination. The uses of India Web Hosting Services set forth in this section here in below are prohibited. The engaging in any prohibited use as set forth herein by Subscriber or by any affiliate or subscriber of Subscriber ( as determined in the sole discretion of India Web Hosting) constitutes a material breach of these Terms and will subject Subscriber's account to immediate termination without notice and without any refund.
2. Spamming. Spamming, whether or not it overloads the Services or disrupts service to India Web Hosting's Subscribers, is prohibited. The term "Spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial messages over the Internet, maintaining an

open SMTP policy, or sending to any mailing list that is not double opt in. India Web Hosting requires that all email messages contain an automated opt out . We do not allow purchased lists. India Web Hosting's Subscribers are required to follow all rules in the Can Spam Act (<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>) as well as our company spam rules. India Web Hosting reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were part of an opt-in email list. Irrespective of whether an email campaign constitutes Spamming as defined herein, India Web Hosting allows a MAXIMUM of 100 emails per hour to be sent from any individual hosting account.

3. Prohibited Offerings. No Subscriber may utilize the Services to provide, sell or offer to sell the following: controlled substances; illegal drugs and drug contraband; weapons; pirated materials; instructions on making, assembling or obtaining illegal goods or weapons to attack others; information used to violate the copyright(s) of, violate the trademark(s) of or to destroy others' intellectual property or information; information used to illegally harm any people or animals; pornography, nudity, sexual products, programs or services; escort services or other content deemed adult related.
4. Profanity. Profanity or profane subject matter in the site content and in the domain name are prohibited.
5. Private Information and Images. Subscribers may not post or disclose any personal or private information about or images of children or any third party without the consent of said party (or a parent's consent in the case of a minor).
6. Violations of Intellectual Property Rights. Any violation of any person's or entity's intellectual property rights, rights of privacy, rights of publicity or other personal rights is prohibited. India Web Hosting is required by law to remove or block access to content appearing on or through the Services upon receipt of proper notice of copyright infringement (see "Copyright Infringement Notice Information" below).
7. Misrepresentation of Transmission Information. Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.
8. Viruses and Other Destructive Activities. Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment) or conduct their business over the Internet.
9. Hacking. "Hacking" and related activities are prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.
10. Anonymous Proxies. India Web Hosting does not allow the use of anonymous proxy scripts on its servers. They can be very abusive to the server resources, affecting all users on that server.
11. Export Control Violations. The exportation of encryption software outside of the India and/or violations of Indian law relating to the exportation of software is prohibited. Subscriber may not export or transfer, directly or indirectly, any Iregulated product or information to anyone outside the India without complying with all applicable statues, codes, ordnances, regulations, and rules imposed by Indian, law, or by any other applicable law.
12. Child Pornography. The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. India Web Hosting is required by law to, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.
13. Other Illegal Activities. The use of the Services to engage in any activity that is determined by India Web Hosting, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available ponzi or pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. India Web Hosting will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

14. Obscene, Defamatory, Abusive or Threatening Language. Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.
15. **BACKUP STORAGE.** INDIA WEB HOSTING OFFERS ITS SERVICES TO HOST WEB SITES, NOT TO STORE DATA. USING AN ACCOUNT AS AN ONLINE STORAGE SPACE FOR ARCHIVING ELECTRONIC FILES IS PROHIBITED AND WILL RESULT IN TERMINATION OF HOSTING SERVICES WITHOUT PRIOR NOTICE.
16. Other Activities. Engaging in any activity that, in India Web Hosting's sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, India Web Hosting's business, operations, reputation, goodwill, Subscribers and/or Subscriber relations, or the ability of India Web Hosting's Subscribers to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate these Terms. In addition, the failure of Subscriber to cooperate with India Web Hosting in correcting or preventing violations of these Terms by, or that result from the activity of, a subscriber, patron, customer, invitee, visitor, or guest of the Subscriber constitutes a violation of these Terms by Subscriber.

#### **11. COPYRIGHT, TRADEMARK, AND "IP RIGHTS HOLDER" NOTICE OF INFRINGEMENT INFORMATION**

In accordance with the Digital Millennium Copyright Act, India Web Hosting has adopted a policy that provides for termination of websites hosted by India Web Hosting that are found to infringe on copyrights, trademarks or other intellectual property rights of third parties (each an "IP Rights Holder") If a IP Rights Holder believes that there has been a violation of his or her copyright on a website that is hosted by India Web Hosting or a India Web Hosting subsidiary, and the IP Rights Holder wants India Web Hosting to remove the website or disable the material in question, India Web Hosting will remove the website or disable the material if the IP Rights Holder provides us with all of the following information.

1. A signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Identification of the copyrighted work that is claimed is being infringed, or, in the case of claimed infringement of multiple copyrighted works, a representative list of such works.
2. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that should be removed or access to which should be disabled, with information reasonably sufficient to permit us to locate the material.
3. Information reasonably sufficient to permit us to contact the person giving the notification, such as an address and telephone, and, if available, an electronic mail address at which such person may be contacted.
4. A statement that the person giving the notification has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information in the notification is accurate, and under penalty of perjury, that the person giving the notification is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed. Email DMCA reports to [abuse@Indiawebhosting.com](mailto:abuse@Indiawebhosting.com)
6. **IMPORTANT NOTE: IN THE EVENT YOU SEND US A NOTICE OF ANY KIND VIA EMAIL AND DO NOT RECEIVE A RESPONSE FROM US, PLEASE SUBMIT A DUPLICATE COPY VIA PAPER (102, Tirupati Udyog, I.B. Patel Road, Goregaon East, Mumbai – 400063. India) AND/OR FAX (FAX +91-22-26852970). DUE TO THE VAGARIES OF THE INTERNET, AND EMAIL COMMUNICATION IN PARTICULAR, INCLUDING WITHOUT LIMITATION THE BURDENS OF SPAM AND THE OCCASIONAL, UNINTENDED EFFECTS OF SPAM FILTERS, SENDING AN ALTERNATE FORM OF NOTICE (VIA PAPER AND/OR FAX), WILL HELP ASSURE THAT YOUR NOTICE WILL BE RECEIVED BY US AND ACTED ON IN A TIMELY MANNER.**

#### **12. GENERAL**

1. **Promotional Pricing.** India Web Hosting may periodically offer "free" or discounted services or credits in connection with a promotional offer, including, without limitation, free domain name registration. Such promotional offers are honored only in connection with the specific promotional package to which they apply. In the event a Subscriber downgrades or otherwise changes his/her/its subscription to a subscription to which a promotional offer does not apply,

Subscriber will forfeit any unused free credits offered under the promotional packaged and India Web Hosting will charge Subscriber the prevailing fees for any free credits redeemed by Subscriber under the promotional package.

2. Backups. For its own operational efficiencies and purposes, India Web Hosting from time to time backs up data on its servers, but is under no obligation or duty to Subscriber to do so under these Terms. IT IS SOLELY SUBSCRIBER'S DUTY AND RESPONSIBILITY TO BACKUP SUBSCRIBER'S FILES AND DATA ON INDIA WEB HOSTING SERVERS, AND under no circumstance will India Web Hosting be liable to anyone FOR DAMAGES OF ANY KIND under any legal theory for loss of Subscriber FILES AND/or data on any India Web Hosting server. India Web Hosting will not attempt to back up accounts that exceed 50,000 files or 30 Gigs of space for any reason.
3. Monitoring and Disclosures. All activities occurring on, in, and/or via the Services or any website hosted by India Web Hosting may be monitored, recorded, and examined by any authorized person, including as well law enforcement. In general, India Web Hosting does not monitor its Subscribers' websites or activities to determine whether they are in compliance with these Terms. However, when and if India Web Hosting becomes aware of any violation of these Terms, India Web Hosting may take any lawful action, and in the event of illegal activity, will take action, to stop or correct such violation, including, but not limited to, shutting down a website, denying access to the Services or to the Internet via India Web Hosting, and/or removing non-complying information. In addition, India Web Hosting may take any lawful action against a Subscriber or a subscriber, patron, customer, invitee, visitor, or guest of such Subscriber because of the activities of such subscriber, patron, customer, invitee, visitor, or guest. India Web Hosting reserves the right to take any such action even though such action may affect other subscribers, patrons, customers, invitees, visitors, or guests of the Subscriber. India Web Hosting may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, summons, discovery request, warrant, statute, regulation, governmental request, or other legal process to protect India Web Hosting or others from harm, and/or to ensure the proper operation of the Services. India Web Hosting has no obligation to notify any person, including the Subscriber about whom information is sought, that India Web Hosting has provided the information.
4. Accurate Account Information. Subscriber must continually update and keep accurate and current Subscriber's contact information stored and saved on India Web Hosting in order to avoid termination of Subscriber's India Web Hosting account(s).
5. Duty to Notify India Web Hosting of Breach. If Subscriber discovers anyone on the India Web Hosting system violating any of these Terms or notices anything suspicious from the India Web Hosting network, Subscriber agrees to report the violation or suspicious activity to [abuse@indiawebhosting.com](mailto:abuse@indiawebhosting.com) for investigation. India Web Hosting reserves the right to and will immediately terminate any account which India Web Hosting concludes to be in violation of any of these Terms.
6. Reservation of Rights. India Web Hosting reserves the right to refuse or to cancel service to any prospective Subscriber or existing Subscriber for any lawful reason at any time during Subscriber's hosting term with India Web Hosting.
7. Severability. These Terms are binding upon India Web Hosting, all existing and prospective Subscribers, and upon the assigns, heirs, and successors of each. If any provision of these Terms is held by any court of competent jurisdiction to be invalid or otherwise unenforceable, the rest of these Terms shall, nevertheless, continue to be valid and in full force and effect, to the extent said remaining Terms are then otherwise consistent with the original intent of the Terms of Service.
8. Governing Law. These Terms shall be governed by the laws of Mumbai Jurisdiction India, without reference to conflict of law principles. By subscribing to or using any of the Services of India Web Hosting, Subscriber agrees that all disputes, if any, involving India Web Hosting shall be subject exclusively to the jurisdiction of the Courts within the Mumbai Jurisdiction India; provided, further, that all action brought against India Web Hosting in the Court must be brought in Mumbai, India. Subscriber hereby agrees that it is subject to the in personam jurisdiction of said courts for all purposes in connection with these Terms and/or in connection with any claim or dispute involving India Web Hosting. Subscriber agrees that it has no right to and shall not file or otherwise bring a lawsuit against India Web Hosting outside the Mumbai, India ; and, that Subscriber, if involved before a court in a lawsuit outside Mumbai, India, shall

be deemed to support and to stipulate to a motion made by India Web Hosting to dismiss said lawsuit with respect to India Web Hosting.

9. **Parked Page Services.** India Web Hosting provides Parked Page Services on domains registered through or hosted with India Web Hosting. User can opt out of the Parked Page Services at any time by simply replacing the default web page on the parked domain or pointing the DNS away from India Web Hosting. By using any of the Parked Pages Services, User agrees that India Web Hosting may point the domain name or DNS to one of India Web Hosting's or India Web Hosting's affiliates web pages, and that they may place advertising on User's web page and that India Web Hosting specifically reserves this right. User shall have no right to any compensation and shall not be entitled and shall have no right to receive any funds related to the monetization of User's Parked Pages. User agrees to indemnify and hold harmless India Web Hosting for any complications arising out of use of the Parked Page Services, including, but not limited to, actions India Web Hosting chooses to take to remedy User's improper or illegal use of a Web site hosted by India Web Hosting. User agrees it is not entitled to a refund of any fees paid to India Web Hosting. If a dispute arises as a result of one or more of User's Parked Pages, User will indemnify, defend and hold India Web Hosting harmless for damages arising out of such dispute. User also agrees that if India Web Hosting is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Web site hosted by India Web Hosting that India Web Hosting, in its sole discretion, may take whatever action India Web Hosting deems necessary regarding further modification, assignment of and/or control of the Web site to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

### **13. WARRANTY DISCLAIMER - LIMITATIONS - INDEMNIFICATION**

1. **Warranty Disclaimer.** YOU, THE SUBSCRIBER, ACKNOWLEDGE THAT THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. INDIA WEB HOSTING HEREBY DISCLAIMS ANY WARRANTY OR CONDITION WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND SOFTWARE, OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF THE SERVICES AND SOFTWARE, OR THAT THE SERVICES AND SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND SOFTWARE MAY CONTAIN ERRORS. NO ADVICE OR INFORMATION GIVEN BY INDIA WEB HOSTING OR INDIA WEB HOSTING'S REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, SUBSCRIBER SUPPORT REPRESENTATIVES, SHALL CREATE A WARRANTY. INDIA WEB HOSTING DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND CONTENT. INDIA WEB HOSTING DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO USE THE SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING. INDIA WEB HOSTING DOES NOT WARRANT THAT THE SERVICES ARE COMPATIBLE WITH ANY THIRD PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY SERVICE OR INDIA WEB HOSTING IN PARTICULAR.
2. **Limitations on India Web Hosting's Liability.** INDIA WEB HOSTING SHALL NOT BE LIABLE FOR NONPERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY REASON, WHETHER WITHIN OR OUTSIDE OF ITS CONTROL. IN NO EVENT SHALL INDIA WEB HOSTING BE LIABLE UNDER CONTRACT, NEGLIGENCE, TORT, CONVERSION, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, IP RIGHTS HOLDER INFRINGEMENT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT INDIA WEB HOSTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. INDIA WEB HOSTING SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. INDIA WEB HOSTING'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY USE OF THE SERVICES IS THE CANCELLATION OF SUBSCRIBER'S ACCOUNT AS SET FORTH HEREIN. IN NO EVENT SHALL INDIA WEB HOSTING'S LIABILITY TO YOU, THE SUBSCRIBER, EXCEED THE GREATER OF 100 Rupees, THE SUBSCRIBER, TO INDIA WEB HOSTING FOR THE PRIOR ONE MONTH PERIOD. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE TERMS OR OUT OF THE SERVICES MAY BE BROUGHT BY YOU, THE SUBSCRIBER, MORE THAN ONE YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF

ACTION . SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, INDIA WEB HOSTING'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

3. Indemnification of India Web Hosting. You, the Subscriber, agree to defend, indemnify and hold India Web Hosting, its affiliates and its sponsors, partners, other co-branders and the respective directors, officers and employees of each harmless from and against any and all claims, losses, damages, liabilities and costs (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to your breach of any of these Terms or use by you or any third party of the Services, except to the extent the foregoing directly result from India Web Hosting's own gross negligence or willful misconduct. India Web Hosting reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, the Subscriber.

IF YOU, FOR YOURSELF OR ON BEHALF OF ONE OR MORE PERSONS YOU ARE REPRESENTING WITH RESPECT TO INDIA WEB HOSTING SERVICES, DO NOT AGREE TO ANY OF THE FOREGOING TERMS, YOU MUST, FOR YOURSELF AND ON BEHALF ANY SUCH PERSON(S), DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR INDIA WEB HOSTING ACCOUNT. BEGINNING NOW, ANY CONTINUATION BY YOU IN USING THE SERVICES CONSTITUTES FOR YOU AND THOSE REPRESENTED BY YOU AN EXPRESS AFFIRMATION AND COMMITMENT TO BE (OR TO CONTINUE TO BE, AS APPLICABLE) LEGALLY BOUND BY AND TO COMPLY WITH ALL OF THESE TERMS.