

TERMS OF USE

All users of Algosoft services, and all customers upon signing up for Algosoft services, agree to comply with Algosoft Terms of Use (TOU). The spirit of the TOU is to ensure customers are using Algosoft's services with due regard to the rights of other Internet users and in conformity with the requirements of Algosoft network environment. The TOU are not exhaustive and Algosoft reserves the right to add, delete, or modify any provision of its TOU at any time without notice, effective upon either the posting of the modified TOU to www.algosoft.co.in or notification of the modified TOU. Any complaints about a customer's violation of the TOU should be sent to <http://enquiry.algosoft.co.in>. The TOU supersedes any other agreement with Algosoft, whether written, oral, by conduct, or otherwise.

1. Content

The TOU and any other agreement for Algosoft services, will be governed by and construed in accordance with the laws of the State of Karnataka & West Bengal, India without reference to its conflicts of laws principles.

Algosoft servers and other infrastructure may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: **copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.** Additionally, in purchasing Algosoft services, all Algosoft customers certify that they and/or the organization they represent in procuring services from Algosoft are not, nor have been designated, a suspected terrorist as defined by the Constitution of India; are not owned or controlled by a 'suspected terrorist' as defined by the Constitution of India; and are not on, are not a member of, related to, associated with, or controlled by any organizations listed as terrorist by the Govt. Of India.

The following are the list examples of items that are not allowed to be hosted in any account;

- IRC Relays
- Ponzi Schemes, Money Pyramid Schemes, FOREX, E-Gold
- Proxy, Bots, Spam Bots, Port Scanners, IP Scanners, Mail Harvesting Scripts, Brute Force Scripts, Top Sites, Chat Rooms
- Banner Rotators, File Dumps, Using disk space as Secondary Storage
- Escrow, Sales of illegal pharma, drugs, explosives
- Malware, WareZ, Phishing Materials, Lottery, Gambling, Illegal Downloads, Pirated Software Distributions
- Fraud sites as listed in but not limited to aa419.org etc.
- Streaming of live copyrighted events
- Adult materials - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Algosoft.

The customer is solely responsible for security of any software/scripts installed in their account. You must maintain proper permissions to all folders and files in your website and

should keep passwords and other login credentials safe. We advise you to use strong password and keep changing them at least once in a month.

If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

Shared hosting accounts can be used purely for web hosting alone. It cannot be used for backup for storing data, software distribution, storing large pdf files, high resolution images etc. Content not used for a website cannot be stored in it's space. Only normal contents such as html pages, scripts, images related to website, database can be hosted in a shared space. Audio / Video and high resolution images storage is not allowed in shared accounts.

Any violation found or reported to any of the above clauses will result in account suspension or termination with or without notice.

2. Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Algosoft's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Algosoft server, and selling or distributing software (on a web site residing on a Algosoft server) that facilitates spamming. Violators will be assessed a minimum fine of Rs.10000 and will face immediate suspension. Algosoft reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

Sites that are advertised using SPAM cannot be hosted in our servers.

Mailing Policy

The following are the general mailing policy used in Algosoft servers;

- 500 emails can be sent per hour. If you exceed beyond this limit, you will get a bounce back message. If you get such errors, please try sending after 1 hour.
- Number of times you check to the mail server via POP3 / IMAP is restricted to 30. If you exceed this, you will get a failed login error. Connecting to mail server once in 10 min is ideal.
- Catch all or default mail id must be set to fail. This is to avoid stacking of unnecessary spam mails in the server which finally results in large number of inode creation in the file system. This ultimately results in disk failure.

3. System and Network Abuse

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or

network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

4. Viruses and Other Destructive Activities

Use of Algosoft services or equipment 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 customer 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 Algosoft services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

5. Resource Usage

Email Disk Usage

Stacking large number of emails increases inodes and results in file system corruption. It also hinders various server level processes from functioning at normal load. Hence all mails has to be downloaded from the server then and there. Hosting accounts cannot be used as email storage space. Sites that use higher than this limit has to be upgraded to next available accounts such as corporate or semi dedicated account based on the usage. Failing to upgrade the account will result in suspension or termination of that particular website. Customer accounts such as personal, small biz and accounts under resellers can use disk space upto to 500 MB maximum including emails, website files, database etc.

Disk Space Usage

Customer accounts such as personal, small biz and accounts under resellers can use disk space upto to 500 MB maximum. Only files required for running of the website such as html,php etc can be hosted. Zip archives, downloads, videos, audio files and other software or warez downloads are strictly prohibited. Hosting space cannot be used for data storage or backup dumping. It cannot be used for file sharing, spam software downloads, software key downloads etc. Sites that use higher than this space limit has to be upgraded to next available accounts such as corporate or semi dedicated account based on the usage. Failing to upgrade the account will result in suspension or termination of that particular website.

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources, mail servers, Ftp servers, Http servers, SQL database servers) reserves the right to suspend that site immediately. This policy is only intended to prevent the misuse of our servers and to avoid interruption in services to other customers. Customers may be offered an option whereby Algosoft continues hosting the website for an additional fee or upgrade to a higher account. Algosoft will be the sole arbiter of what is considered to be a high server usage level. Any Web Hosting and E-Commerce account deemed to be adversely affecting server performance or network integrity will be suspended / terminated without prior notice.

The following are the list examples of activities that are not allowed to be hosted in any account;

- Scripts running bots, spiders, port scanners, mail blasters

- Gaming servers, IRC relays
- Peer to Peer sharing, File sharing
- Calling include files as a URL rather than as a local file
- Running bit torrent applications, trackers

A user may not exceed 20 % of total CPU usage for more than 100 seconds. Usually the reasons for such a spike in usage are poorly written php,cgi, perl or other scripts. If cron jobs are run, it must be scheduled at minimum of 15 min once and not less than that. Running MySQL queries for more than 15 seconds is not allowed.

Sites that attract DDOS attacks or automated attacks cannot be hosted in any of the accounts. If found to violate such a term, the account will be immediately suspended / terminated without prior notice. The customer / reseller has to immediately change the name servers out of our servers.

6. Inodes

Inode count in a particular account may not exceed 75000. A single inode represents a file in your website (Includes image, files, emails etc). Frequent creation and deletion of inodes is also prohibited. Most of the cases inode generation is too high due to default or catch all mail ids. It is better to keep them as :fail: which will avoid mails getting stacked up in the server thus increasing inodes creation.

7. Back Up

AlgoSoft is in NO way responsible, for the management and backup of all your and your customer data, and all updates, upgrades, emails and patches to any software that customers use in connection with AlgoSoft services. You agree that you are solely responsible for maintaining back up of your website files, emails, database etc at your end.

General Backup Policy

This general backup policy is applicable only for customers and resellers who have purchased backup plans exclusively. This does not apply for customers who have not purchased backup plans exclusively.

- AlgoSoft backups run once in a week and the previous week's backup will be overwritten. The backup is mirrored to a secondary drive. This is done automatically.
- AlgoSoft does not verify or test whether individual items such as mail, database, website contents of a particular website is backed up completely or not.
- AlgoSoft will not be responsible for any incomplete backup of an account owing to instance but not limited to crashed mysql tables, disk usage of an account is more than 5 GB, too many files in email accounts etc.
- AlgoSoft will not be responsible for loss of backup due to virus infections, disk errors etc.
- AlgoSoft does not backup dedicated servers, cloud servers, windows shared / reseller hosting accounts. Customers are solely responsible for maintaining their own backup of mails, files, databases etc.

8. Bandwidth Usage

Per site should not exceed more than 5000 MB Bandwidth per Month in shared small biz, individual accounts under reseller account. Each account is allotted with certain bandwidth limit on monthly basis. In case an account should exceed the allowed limit, Algosoft reserves the right to keep it suspended till the next bandwidth calculation period starts. Customer may be presented with options to upgrade to a higher account and / or purchase additional bandwidth. Algosoft also reserves the right to terminate the account and charge you for the excess usage in your account.

9. Database Usage

- Running queries which takes longer than 15 seconds are prohibited.
- Mysql databases can be managed using php my admin available in the hosting control panels. Remote accessing of MySql database using local applications or programs is not allowed.
- MS Sql database can be managed using web based control panel. Remote accessing of Mssql database is allowed only for static ip provided by the customer. Dynamic Ips cannot be allowed access to remote MSSQL database. The number of static ip allowed to access remote sql is maximum 2. Remote sql access is allowed only thro MSSQL studio and cannot be used by another local application. Accounts that are found to be abusing this term will be suspended / terminated immediately.
- MSSQL access via programs is allowed only for IPs within our network. Programs cannot access databases outside our network.
- To avoid MSSQL database abuse, creation of sql database in windows based control panels is disabled. You can create a ticket for creating databases in your members area which receives top priority and get it created. You can also request to create multiple databases at a time.
- Database space is included along with the hosting account space. But to make sure that no single database monopolizes database server resource, any single database cannot be more than 150 Mb in space in shared / reseller hosting accounts. Sites that have databases which exceed such a limit will be offered with higher level package where in they can upgrade and keep using it. The customer has to either upgrade the account or cut down the usage in database.

10. Payments, Billing & Pricing

You must always maintain a positive credit balance in your account. You can find list of payment options at www.algosoft.co.in/paymentoptions

Please note that Algosoft offers various payment options for ease of payment to the customer. Transaction fees, service charges of such payment options are separate and must be added to your total account fee separately and paid in total. Once you make the payment, you must intimate Algosoft by creating a ticket in the members area with full details such as To which of our account payment was made, Mode of payment, Amount paid, Service for which the amount is paid, Date of payment and other payment details such as Bank, Branch, Account number details. If you do not have access to the members area, you may create a ticket at <http://enquiry.algosoft.co.in> . If no such intimation is provided, account setup or renewal or other account related functions cannot be completed. Algosoft will take 48 hrs - 72 working hrs to verify and execute an order. Usually it takes only few

min, but in rare cases we may have to verify fraudulent payments and hence 48 hrs - 72 working hrs will be the time taken to verify and execute an order.

It is customer responsibility to intimate Algosoft about the payment & other details and make sure that an domain / account renewed. Domains/ Accounts must be renewed atleast 30 days prior to expiry to prevent last minute glitches, act of god, issues at registry's end etc.

It is the responsibility of the customer to make sure that correct and working email id is in file with Algosoft. Algosoft will send all email alerts about renewals, registration, transfers, offers as a courtesy by email. It is the responsibility of the customer to login to the members area and respective control panels to keep track of their account status.

All account fee must be paid in advance in full before the actual term. Algosoft will charge 15% of the account fee or Rs.250, whichever is higher as a late fee.

Algosoft will add credits to an account only when the payment is fully reflected in Algosoft bank accounts. Part payments will not be added to an account. If transaction or processing fee is not added with the amount paid, Algosoft will only add the exact amount after deducting such a processing fee. Returned checks will attract Rs.500 towards check returning charges and admin charges. Once a check is returned, the customer will have to make all further payments as Cash/Bank Account Transfer to our accounts and no other mode of payment will be accepted. Outstation checks will attract Rs.100 as collection charges.

No payment has to be sent to us directly. All payments must be paid directly to our Bank Accounts available in www.algosoft.co.in/paymentoptions.

We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

Accounts that are not renewed on time will be suspended / terminated immediately.

Algosoft only adds domain credits to a reseller / customer account. We will not register / renew / transfer any domain name / hosting. It is the sole responsibility of the customer / reseller to register / renew / transfer domain name / hosting.

Billing/Price Changes/Discounts & Coupons

Algosoft policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle except in exceptional cases such as volatility in FOREX and other factors which are not in Algosoft hands. We reserve the right to change pricing, resources, features of plans that are displayed in our websites or partner websites.

Discounts / Coupons offers are one time only and are not applicable during the renewal of the account. Discounts / Coupons are for first time customers only and the same customer cannot avail other offers for the same account / domain on a later date. If found in violation of these terms, the discount or offer will be cancelled and additional invoices will be added to your account.

11. Cancellations & Refunds

Hosting plans will automatically expire until a plan is renewed. In order to cancel service, you must contact AlgoSoft Billing Team by creating ticket in the members area with proper payment details and account details. Cancellation requests must be received by AlgoSoft a minimum of thirty (30) days prior to the end of your Billing Cycle. AlgoSoft will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact AlgoSoft as soon as possible.

- Strictly there are NO refunds for Nano / Economy Packages, Special Promotional Packages, Monthly Billed Packages, Discounted Packages or Coupons
- Strictly NO refunds will be processed for package that are cancelled during the FREE period. [For example, In a 2 +1 year pack, the last year is provided as FREE and hence no refund can be processed for/during that period]
- Strictly NO refunds will be processed if the account fee is not paid Full in advance before the account is setup
- Strictly NO refunds will be processed if a refund is requested after 90 days from the date of order of the account
- Strictly NO refunds will be processed if an account has violated the terms of service or involved in activities that has resulted in incurring charges to bring back services to normal
- Strictly NO refunds will be processed if an account was involved in abuse / resource over usage previously
- Domain Credits purchased cannot be refunded
- Only first time accounts are eligible for refund. Accounts created by the same customer / related to the same customer will not be eligible for refund
- Dedicated Servers and Cloud Servers are not eligible for any refunds.

All request for refund must be provided in writing by creating a ticket in the members area. Only refund request that does not fall under any of the above conditions will be responded or taken into consideration. The maximum refund possible is 50 % of account fee that is paid in full advance before account setup. Setup fee [both levied or waived off], Software costs, Administration costs, other third party expenses will not be refunded. Processing fee of Rs.250 will be charged for all refunds. Refund processing will take 90 days from the date of acceptance of refund by AlgoSoft.

No refund will be paid as cash or bank deposit. Refunds are credited as hosting credits or domain credits only.

12. Reseller / Customer Responsibility

Resellers are responsible for servicing their clients. AlgoSoft does not provide service to a Reseller's Client. If a client contacts us directly, we may put the account on hold till the reseller assumes service to that client. Reseller is responsible for his client's accounts and must make sure that it is secure and updated with out vulnerabilities such as old / outdated scripts, wrong folder permissions etc. Reseller is solely responsible for content stored and transmitted thro the accounts hosted under him.

Customers are required to use the AlgoSoft network responsibly. This includes respecting the other customers of AlgoSoft. AlgoSoft reserves the right to suspend and/or cancel

service with any customer who uses the Algosoft network in such a way that adversely affects other Algosoft customers.

While Algosoft may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, Algosoft does not monitor its customers' communications or activities to determine whether they are in compliance with the TOU. However, when Algosoft becomes aware of any violation of the TOU or other user agreements, Algosoft may take any action to stop or correct such violation, including, but not limited to, denying access to Algosoft services and equipment or to the Internet. In addition, Algosoft may take action against a customer or a customer of such customer because of the activities of such customer. Algosoft anticipates that customers who offer Internet services will cooperate with Algosoft in any corrective or preventive action that Algosoft deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Algosoft policy and Algosoft reserves the right to take any such action even though such action may affect other customers of the Algosoft customer.

Algosoft and its , affiliates and associates shall not be liable, at any time for damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Service, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Service or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of information contained on the service. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. You agree that Algosoft has no responsibility or liability including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by any Algosoft Service. You acknowledge and agree that no compensation shall be payable whatsoever with respect to the aforesaid by Algosoft. **ALGOSOFT MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.**

Actions Taken by Algosoft

The failure by a customer / reseller to meet or follow any of the TOU is grounds for account deactivation. Algosoft will be the sole arbiter as to what constitutes a violation of the TOU. Algosoft reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When Algosoft becomes aware of an alleged violation of its TOU, Algosoft will initiate an investigation. During the investigation, Algosoft may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Algosoft may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, Algosoft will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the TOU if it is illegal, irresponsible, or constitutes disruptive use of the Internet. Algosoft does not issue credits for any outages incurred through service disablement. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Algosoft.

13. Indemnification

Algosoft customers agree to protect, defend, hold harmless, and indemnify Algosoft, any

third party entity related to Algosoft (including, without limitation, third party vendors), and Algosoft executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries with the same parent company as Algosoft, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customer's use of Algosoft services.

14. Assignment

Customers may not assign or delegate their rights or obligations under the TOU or other agreement for Algosoft services, either in whole or in part, without the prior written consent of Algosoft.

15. Disclaimer

The Algosoft service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Algosoft expressly disclaims any representation or warranty that the Algosoft service will be error-free, secure or uninterrupted. No oral advice or written information given by Algosoft, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Algosoft and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

16. Force Majeure

Algosoft will not be liable for delays in its performance of the TOU or Algosoft services caused by circumstances beyond Algosoft's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively .Force Majeure.). Algosoft will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

17. Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between Algosoft and its customers. Each of Algosoft and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

18. Construction and Interpretation

Wherever in this TOU the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires. The division of the TOU into sections/paragraphs, and the insertion of headings/captions, are for convenience of reference only and will not affect the construction or interpretation of the TOU. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the construction or interpretation of the TOU.

19. Complete Agreement and Exclusivity

The TOU, and/or any other specific agreement for Algosoft services, constitutes the complete understanding and agreement between Algosoft and its customers. Except when expressly agreed to the contrary in signed writing by an authorized representative of Algosoft, the TOU supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This TOU, and/or any other specific agreement for Algosoft services is between Algosoft and its customers only and will not confer any rights in any third party except as otherwise expressly provided by Algosoft.

20. Minimum Age Requirement

Algosoft customers must be at least 18 years of age. Any individual under the age of 18 years (.Minor.) must have a parent or guardian accept the TOU in order for the Minor to become a Algosoft customer. A parent or guardian who accepts the TOU on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with the TOU, including the timely and full payment of the charges for Algosoft services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains Algosoft express written consent to the contrary. Any acceptance of the TOU or any other agreement for Algosoft services will be deemed null and void to the extent that Algosoft will not be liable in any way as a result of the Minor's age or legal incapacity or the Minor's use of Algosoft services.