

Web Hosting Terms of Service

Account Activation

By activating your account with us you agree to all our policies and disclaimers. Should you fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

Server Uptime Guarantee

We guarantee 100% service (http, ftp, pop, imap, smtp) uptime on all hosting plans. Should we fail to deliver this for any given calendar month, your account will be refunded a pro-rated amount for the duration of downtime.

Money Back Guarantee & Refund Policy

We offer a 30 day money back guarantee to all new customers.

Refunds: If a client has retained the services for one year and has pre-paid us for such services, refunds will be issued for any unused full month of the services, upon client's request. Therefore, if client's account is cancelled at any point during the one-year term, client will be entitled to a refund for the months remaining, after notice given by the 25th day of the preceding month.

Billing

By the Account Activation Date of each year, we shall either:

- debit the client's credit card (when such information has been provided by the client); or
- deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered for the current year. When an invoice is delivered to the client, payment shall be remitted to us by no later than the specified payment due date. We shall be entitled to immediately terminate this agreement for client's failure to make timely payments. You will be provided with an invoice on an annual basis. All credit cards are billed automatically. It is the client's responsibility to ensure that they have sufficient credit to cover this transaction. In the event that there is insufficient credit, we will send an e-mail notification, at which point we will need to be provided with another credit card account number within 24 hours. If we do not receive a response within 24 hours, the account, and all accounts under that account plan, will be suspended.

Service Fees

Certain services carry a setup fee charged by us to the client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to us and agrees to pay any and all fees incurred by client. Because the services are provided on a monthly basis, the client will be responsible for service fees incurred each month, regardless of when client provides notice of termination. Thus, for example, if the client provides notice of termination on the 15th day of a particular month, the client will be responsible for service fees for the entire month, and such fees will not be pro-rated or refunded.

Disk space, bandwidth and compute cycle overages

All account plans come with a predetermined amount of disk space, bandwidth and CPU cycles. We monitor all accounts and bill at the following overage rate:

Disk Space	Rs. 200 per gigabyte
Bandwidth	Rs. 20 per gigabyte
Compute Cycle	Rs. 20 per cycle

Note: this amount is not prorated, meaning that 1 mb - 1 gb will be treated and billed as the same.

AUP Summary

All services provided by us may be used for lawful purposes only. Transmission, storage or presentation of any information, data or material in violation of any Indian or United States federal, state or city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and us hold harmless from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to our servers, or any other server on the Internet. Links to such materials are also prohibited. Examples of unacceptable content or links include:

- pirated software
- hacker programs or archives
- warez sites

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A Rs. 2000 CANCELLATION FEE WILL APPLY. ADDITIONALLY, WE WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

Our full Acceptable Use Policy can be found at
<https://www.calport.com/Acceptable+Use+Policy>

Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

Account Deactivations

Any account deactivated due to non-payment will require a reactivation fee of Rs. 2000 prior to reactivation.

Limitation of Liability

We shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from our servers going off-line or being unavailable for any reason whatsoever. Furthermore, we shall not be responsible for any claimed damages, including incidental or consequential

damages, resulting from the corruption or deletion of any web site from one of our servers. All damages shall be limited to the immediate termination of service.

Disclaimer

We cannot be held liable for system down time, crashes or data loss. We cannot be held liable for any predicated estimate of profits which a client would have gained if their site was functioning. Certain services provided by us are resold. Thus, certain equipment, routing, software and programming used by us are not directly owned or developed by us. Moreover, we hold no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as we see fit.