# Important Legal Agreements

Arkinfonet Solutions provides web hosting to clients worldwide, and we have a responsibility to protect each client and to provide the best services available. Arkinfonet Solutions Provides Shared,,Reseller,Master Reseller,Alpha Reseller Hosting Plans All clients of Arkinfonet Solutions are subject to the following terms of service & FUP Policy

## Acceptable Usage Policy

Examples of unacceptable material include: IRC Bots, Proxy Scripts, Anonymizers, Pirated Software, Warez, image hosting only sites that do not host an actual domain/normal website content, Escrow, High-Yield Interest Programs(HYIP), Bank Debentures ,Livechat/Chat Scripts,Download sites(Pirated softwares), Bank Debenture Trading Programs, and Prime Banks Programs, lottery sites, muds, rpg's, hate sites,Facebook Bots,Instagram bots (Social Networking Related Bots), hacker focused sites/archives/programs,testing environments (Storing your Website Projects), sites promoting illegal activities,Flash Games or Online Gaming Sites,Movie's,MP3 Songs,File hosting. No refunds will be given.

We reserve the right to refuse service to anyone. Any material that in our judgment that is obscene or threatening is prohibited and will be removed from our servers with or without notice. Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. If in doubt regarding the acceptability of your site or service, please contact us and we will be happy to assist you. No refunds will be given.

You shall agree to use only licensed and legal third party softwares in connection with your use of our services. Arkinfonet Solutions reserves the right to suspend or cancel a customer's access to any or all services provided, at any time, or when Arkinfonet Solutions decides that the account has been inappropriately used or otherwise.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita). Any site found to host child pornography or linking to child pornography will be terminated immediately without notice. We will also report this to the appropriate authorities. No refunds will be given.

You are not allowed to create hosting with free domains like .tk .ga .ml .cf and other free domains.The numbers of abuse cases are increased with the use of free domains.If you want to host free domain you need to get approval from our abuse/security team

Hosting Courier Site's are not allowed under our server. If hosted and notified by our Team We will suspend it. For unsuspension client he/she should send us the Company Registration proof, Identity Proof Provided by the Government After verification we will unsuspend the account. Failure of providing proof within the timeframe will held in service cancellation and no refunds

U.S. export control regulations forbid trade and impose economic sanctions and embargoes against certain targeted geographic regions, countries, and governments including: Iran, Cuba and Syria.So Hosting Accounts which Such TLD Are not allowed and it will be blocked.

Every cPanel will be allocated with 100% CPU,RAM : Upto 1GB,IO & IOPS : Upto 1 GB.In Shared environment the sites should maintain the resource under the limit and MySQL query timing should not take long to process. If any accounts using morethan the fair usage policy will be suspended and we can give single IP Address access for optimization and no Refund will be given

Uptime The uptime of a server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. Arkinfonet Solutions cannot 100% gaurantee the uptime status of any server for many factors which may include but not limited to updates to software, malicious or intentional activities, hardware failure, acts of God defined as conditions beyond our (Arkinfonet Solutions and/or our vendors that provide equipement or services to us) control that interupts services at a facility.

Websites/Servers Down Due to Firewall IP Block Caused by Failed Login Attempts/Excess number of connections from Particular IP are not covered under the Uptime gurantee.

Any service interruptions or downtime due to scheduled maintenance by Arkinfonet Solutions on or our network providers will not count towards the uptime guarantee. Arkinfonet Solutions is not liable in any way for failure of third party services.

Arkinfonet Solutions will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

Mailing Policy and Limits: Sending Bulk mails are not allowed on our server, Per cPanel account can send 150 Mails Per Hour. If any accounts seems to be spamming it will be suspended with or without any notice. Doing Bulk Mails needs VPS/Dedicated Servers for your Purpose. There will be no refund offered incase of any spamming issue caused due to your services's

#### **Billing & Refunds**

At this time we offer Monthly, Quaterly, Semi-Annually, Annually, Bi-Annually According to the Hosting Plans. We do offer our Customers with an 7 days Moneyback Gurantee So you can use the service at risk free. Our Refund Policy

The cron timing will be on 2:00 AM As per the IST Its the cron time the invoice generation, Service Cancellation, Suspension, Termination, Late Fee Addition will be Done

We accept Paypal | Credit/Debit Cards International | Indian Cards,Netbanking,IMPS,UPI,RTGS,NEFT.There is no Minimum Contract Periods for any plans.

#### Late Payments

All service renewal bills are generated according to the dates they were first activated on. As per the System settings The service will be suspended on the 5th day from the due date and terminated on 8th day from the due date.Late Fee of 3\$ Will be added to your invoice incase if you didn't made the payment before the Suspension.The late fee should be paid by you to get your service re-activated.

#### Acceptable Use Policy

All services provided by Arkinfonet Solutions may be used for lawful purposes only. Examples of unacceptable material include: IRC Bots, Proxy Scripts, Anonymizers, Pirated Software, Warez, image

hosting only sites that do not host an actual domain/normal website content, Escrow, High-Yield Interest Programs(HYIP), Bank Debentures ,Livechat/Chat Scripts,Download sites(Pirated softwares), Bank Debenture Trading Programs, and Prime Banks Programs, lottery sites, muds, rpg's, hate sites,Facebook Bots,Instagram bots (Social Networking Related Bots), hacker focused sites/archives/programs, sites promoting illegal activities,Flash Games or Online Gaming Sites,Movie's,MP3 Songs,File hosting. No refunds will be given.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account. No refunds will be given.

Direct customers: Your services will be terminated with or without notice. Violations will be reported to the appropriate law enforcement agency. No refunds will be given.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible.

## **Shared Hosting Policies**

Shared Hosting Packages You are not allowed to use the hosting for Backup Storage, File Hosting/File Sharing/Image Hosting, You are not allowed to Store any Personal Zip files or backup of your files as an Zip in the server. The hosting should contains only the Files used by the Website scripts.

In Shared/Reseller/Master/Alpha Environment You are not allowed to Keep Mails more than 2 GB of space per cPanel.If you need space for Email You can upgrade your account to Email Hosting Plans GSuite or VPS

#### **Reseller Client Responsibility**

Reseller clients of Arkinfonet Solutions are responsible for supporting their clients. Arkinfonet Solutions do offer only limited support for Resellers Clients. If a Resellers client contacts us, we reserve the right to place the client account on hold until the Reseller can assume their responsibility for their client. All support requests must be made by the Reseller on their clients behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients. Arkinfonet Solutions will hold any reseller responsible for any of their clients actions that violate the law or Arkinfonet Solutions Terms of Service / FUP Policies / .lf any Reseller account involved in doing Resource abuse or Unacceptable content abuse's Arkinfonet Solutions has rights to block the total Reseller since the accounts should maintain under the fair usage policy.Reseller's are responsible for their clients how the accounts are being hosted.

Providing Free hosting is not allowed for any Reseller's/Master/Alpha Reseller's. If provided the account will be Suspended and no refunds will be given. We will be terminating all the account under the WHM

## Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or

usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated. Arkinfonet Solutions reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

## Fair Usage Policy (FUP)

User may not: a) Use 20% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP,MySQL etc. b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD. c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers. d) Run any software that interfaces with an IRC (Internet Relay Chat) network. e) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers. f) Participate in any file-sharing/peer-to-peer activities g) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc h) Run cron entries with intervals of less than 15 minutes. i) When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.com/include.php") use include("include.php") j) Any accounts that is created without updating the nameserver or with out a DNS records Pointing to our servers will be removed with or without Notice.

Unlimited disk space and bandwidth means there is no set limits on our packages. Arkinfonet Solutions want you to have the resources you need to build your site without any limits. But, however we do need to make sure we continue to provide a full active service to all our customers. As such we do require all customers to be fully compliant with our Fair Usage Policy and Terms and Conditions. Customers on unlimited hosting packages this includes but not limited to shared hosting packages. As a customer of Arkinfonet Solutions you agree to be subject to the following fair usage policy: The account will be primarily used for the purposes of web hosting. Unacceptable use include, but are not limited to, large file storage and making downloads of large files such as but not limited to media files, zipped folders and programme files. File downloads are permitted, but only in the context of a functioning website. The hosting account may not cause problems with performance of other hosting accounts hosted on the same server by making excessive demands on the resources of the server. This includes, but is not limited to, the CPU usage required to perform data processing on the account for the purposes of taking backups and other administrative tasks as well as the CPU usage required to actually serve the site on the hosting account. As a customer you agree that Arkinfonet Solutions will be determining whether an infringement of this 'fair use' policy has occurred. Wherever possible, Arkinfonet Solutions will propose alternative hosting arrangements should an infringement of this policy occur. These may include, but are not limited to, moving to a hosting plan with guoted disk space and bandwidth limits. If we identify an account that is not in compliance with our Fair Usage Policy or that has the potential to negatively impact the performance of our server, we will be required to temporary suspend the account. If this happens we will work with the customer in order to resolve the issue as quickly as possible. Arkinfonet Solutions reserves the right to revise its policies at any time without notice. Before placing order please read our terms / privacy policy / refund policy. k) We don't offer SSH/Shell access to any user's in Shared Environment on Any case. If you are looking for SSH Access you can consider taking VPS/Dedicated

## Shared Environment Policies

Shared Hosting,Reseller Hosting,Master Reseller & Alpha Reseller Hosting Plans Customers should run their/their clients Websites As per the Policies Defined.All your sites will be hosted in Shared Environment so every cPanel you are hosted will have only limited Resource Allocated.We have rights to suspend/terminate the cPanel/Account in question with/without Notice which is involved in Resource Abuses like CPU,RAM,MYSQL,IO,IOPS,EP

As its an Shared Environment Other Websites/Reseller's Clients websites will also be hosted on the server so if any domains/account Violating the FUP/TOS/CPU Resources We will Suspend/Block the HTTP Access of the site in question with/without notice to stablize the Server

You can able to host only average Traffic Websites in shared Environment in shared environment.incase of any High Traffic sites you should consider hiring an VPS/Dedicated Servers as per your website requirement

## Backups and Data Loss

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Arkinfonet Solutions performs weekly backups of shared and reseller servers; however, these backups are for Arkinfonet Solutions administrative purposes only, and are in NO WAY GUARANTEED! Customers are responsible for maintaining their own backups on their own personal computers. Arkinfonet Solutions does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly (even if the malfunction was due to negligence on Arkinfonet Solutions part). We will do our best to ensure complete and accurate backups, but assume no responsibility for this duty. Always backup your site contents to your personal computer! We make no guarantees about the availability of backups. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Arkinfonet Solutions servers.

BACKUP RESTORE The backup restore service are not included in your Hosting Fees and hence there will be some Restoration fee for any restoration requested in any event if you want us to restore your webiste from our weekly backup respository. The admin fees & Bandwidth charges are payable immediately and are non-refundable. We cannot guarantee the integrity of the backup on our weekly backup repository. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by Arkinfonet Solutions.

## Cancellation & Refunds

Arkinfonet Solutions reserves the right to cancel, suspend, terminate or otherwise restrict access to the account at any time with or without notice incase of any FUP/TOS Violation's. Misbehavior with our Support Staff Over any Medium like Whatsapp, Livechat, Support tickets or any other communication like talking abusive words/bad words will Result in Service Suspension/Termination/Cancellation.No Refund will be Offered. Customer need to Pay Penalty to get their Data'S Backup if needed

## Coupons/Discounts

Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have signed up using a particular domain, you may not resign up for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of the account.

## License Policies

Any Software License purchased from Arkinfonet Solutions Should be used only on our Servers.Using of License in another server which does not belongs to Arkinfonet Solutions Will lead to License suspension/termination and No Refunds will be offered.

All the WHMCS License offered by us should be used only on our servers. As per the WHMCS Agreement we are not allowed to sell/give license to other servers. Incase of violation license will be cancelled and no refunds will be given

Free WHMCS License must be used only on our servers incase of violation the free license will be subjected to cancellation and no refunds for the orders

#### Jurisdiction

The laws of the Republic of India shall govern this agreement. In any event of dispute the area of Jurisdiction would be Salem, Tamilnadu only..

## Disclaimer

Arkinfonet Solutions shall not be responsible for any damages your business may suffer. Arkinfonet Solutions makes no warranties of any kind, expressed or implied for services we provide. Arkinfonet Solutions disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Arkinfonet Solutions and its employees. Arkinfonet Solutions has rights to Change the Terms of Service/Refund Policy/Pricing of Plans anytime with or without Notice.All customers would be bound by the newest terms published on the website.