

Techedgeindia.com

Terms and Conditions

Techedgeindia.com reserves the right to change this Policy any time, so please, check this page at least once a month or when in doubt. Techedgeindia.com strives to provide the best possible service to all our customers, but we will not tolerate any unlawful activity or abuse on our servers. We respect freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you, other Techedgeindia.com customers and us against such harm

Payment Policies:

Credit cards that are declined for any reason are subject to a \$1.00 declination fee. Service will be interrupted on accounts that reach 7 days past due. Service interrupted for nonpayment is subject to a \$5.00 reconnect charge. Accounts not paid by due date are subject to a \$5.00 late fee. Accounts that are not collectable by Techedgeindia may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$20 or more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

Refunds:

Money back guarantee

1. Customers are entitled to a full refund within 15 days of the initial order being placed. This will be issued in the same method as originally used by the customer. Cases involving offline methods of payment will be refunded using a business cheque or other online method.
2. The 15 day money back guarantee does not apply and will not be issued if more than 20% of allocated data transfer has already been used on the web hosting account. This money back guarantee does not apply if the account has breached these terms and conditions prior to cancellation.
3. We will not processed any partial cancellation

Account Cancellation:

After the 15 day introduction period, no refunds will be issued for account cancellations on a payment schedule. If cancellation of the account is caused by the customer breaching these terms and conditions no refund will be issued.

To cancel your account, please contact at contact@techedgeindia.com.

The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Techedgeindia.com shall be the sole judge of what violates this Policy.

Indemnification Policy:

You agree to use all Techedgeindia.com services and facilities at your own risk. Techedgeindia.com specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Techedgeindia.com be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold Techedgeindia.com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Techedgeindia.com, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Techedgeindia.com against liabilities arising out of:

- Any injury to person or property caused by any products sold or otherwise distributed in connection with Techedgeindia.com's server.
- Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party
- Copyright infringement
- any defective products sold to customer from Techedgeindia.com's server.

Service Rates:

Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

SPAM Policy:

BEGINNING IMMEDIATELY, anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their services **immediately disabled**. The services will not be enabled until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the account to confirm that all material has been **COMPLETELY removed**. Severe violations may result in immediate and permanent removal of the account from our network without notice to the customer. Any account guilty of a second violation **WILL** be immediately and permanently removed from our network without notice

Techedgeindia.com is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the Techedgeindia.com network, by customers or any other users of the Techedgeindia.com network (including customers' customers); AND/OR over ANY network— if the message sent advertises or mentions a site hosted on the Techedgeindia.com server.

E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Techedgeindia account.

E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Techedgeindia service is in violation of this AUP.

Usenet SPAMMING: Techedgeindia has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups

or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

We react very quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any customer disregarding this policy. Sending unsolicited commercial email (a.k.a. "spam"), cross-posting messages to a large number of Usenet groups, posting obscene or threatening messages while using or referring to an Techedgeindia.com email address or web site URL is prohibited. The use of Techedgeindia.com servers as a mail drop for responses to activities described above is also prohibited. Accounts cancelled due to spam are subject to a "clean up" fee of \$500.

Techedgeindia.com shall be the sole judge of what violates this Policy.

Content Policy:

All services provided by Techedgeindia.com may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The subscriber agrees to indemnify and hold harmless Techedgeindia.com from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornography and sex-related merchandising is prohibited on all Techedgeindia.com servers. This includes sites that may infer sexual content, or links to adult content elsewhere. Techedgeindia.com will be the sole arbiter in determining violations of this provision.

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

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

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

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

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

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

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

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

Collection of personal data: Use of the Techedgeindia service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Network disruptions and unfriendly activity: Use of the Techedgeindia service for any activity which affects the ability of other people or systems to use Techedgeindia Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorized entry and/or use of another company and/or individual's computer system will result in immediate account termination. Techedgeindia will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.

Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. pinging, while using Techedgeindia services could result in suspension service.

Third Party Accountability: Techedgeindia subscribers will be held responsible and accountable for any activity by third parties, using their account, which violates guidelines created within the Acceptable Use Policy.

Violation Of Techedgeindia Virtual Accounts: It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

IRC networks: It is absolutely forbidden to host an IRC server that is part of or connected to another IRC network or server. Servers found to be connecting to or part of these networks will be immediately removed from our network without notice. The server will not be reconnected to the network until such time that you agree to completely remove any and all traces of the irc server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of a second violation will result in immediate account termination.

Security

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Techedgeindia.com servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites

Techedgeindia.com does not host sites of its competitors or web pages promoting sites of its competitors. Any illegal activity, including adult content, links to adult content web sites, spamming or hacking will result in your site being shut down and all your files deleted without warning. Techedgeindia.com will be the sole arbiter as to what constitutes a violation of this provision.

Techedgeindia.com shall be the sole judge of what violates this Policy.

CGI Scripts Policy:

Each account comes with its own cgi-bin. You are free to use any CGI scripts that do not violate our TOS you wish, however we reserve the right to disable any CGI script that effects normal server operation or service to other Techedgeindia.com customers. Techedgeindia.com is not responsible for scripts that you use in your hosting. It is not our responsibility to ensure your scripts function.

Please don't expect our support techs to troubleshoot aspects of your scripts or third party scripts that you use on your sites hosted on our servers.

Support Boundaries:

Techedgeindia provides 24 x 7 technical support to our subscribers We limit our technical support to our area of expertise. The following is our guidelines when providing support: Techedgeindia provides support related to your services or virtual site physical functioning. Techedgeindia does not offer tech support for application specific issues such as cgi programming, html or any other such issue. Techedgeindia does not provide technical support for YOUR customers.

We will not tolerate abusive customer, any abusive act toward our Staff is not welcome and we reserved the right to terminated the account.

Chat Policy:

Techedgeindia.com does not allow chat rooms.

Network:

IP Address Ownership: If Techedgeindia assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Techedgeindia, and Customer shall have no right to use that Internet Protocol address except as permitted by Techedgeindia in its sole discretion in connection with the Services, during the term of this Agreement. Techedgeindia shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Techedgeindia, and Techedgeindia reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

IP Address Usage: Any customer caught using an IP address that has not been assigned to them agrees to pay a \$50 fee. The domain caught using the offending IP address can be disabled or deleted at the discretion of Techedgeindia.

Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). Techedgeindia will monitor Customer's bandwidth and disk usage. Techedgeindia shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Techedgeindia sole and absolute discretion. If Techedgeindia takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Techedgeindia may, at its sole discretion, collect a deposit, in an amount determined by Techedgeindia, against customer's credit card on file with Techedgeindia.

System and Network Security: Users are prohibited from violating or attempting to violate the security of the Techedgeindia Network. Violations of system or network security may result in civil or criminal liability. Techedgeindia will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled

Resource Use

CPU & Memory:

All accounts are monitored for their use of server resources. If any account is using a high amount of server resources we will contact the customer to discuss the issue with them. In serious cases where an account is using a considerably large amount of system resources (memory, CPU etc.) the account may be suspended or script disabled without notice to maintain the smooth running of the server.

Data transfer and web space allocations:

Customers can request a package upgrade at the costs available to view on our website at <http://domains.Techedgeindia.com>. It is the sole responsibility of the customer to contact us in advance of upgrading to prevent account suspension. In some cases, accounts are automatically suspended when their resource limits have been reached and manual un-suspension is required by us

Suspension of Service or Cancellation:

Techedgeindia reserves the right to suspend network access to any customer if in the judgment of the Techedgeindia network administrators the customer's account is the source or target of the violation of any of the other terms of the AUP or for any other reason which Techedgeindia chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's account was suspended. The customer will also not be credited for any fees if their account has been terminated.

Techedgeindia reserves the right to amend its policies at any time. All resellers of Techedgeindia must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions.

Backup Policy

It is the clients responsibility to do all backups of their site. If, in the unfortunate event, something happens to your files, it is your responsibility to have a local copy of your files. We are NOT held liable in any way for any files, money, time, effort, etc... lost due to this unfortunate event. Furthermore, if your files are lost, we will attempt to restore them as a gesture of good faith, but make no promises what so ever about whether the files will be brought back successfully or not. Again, back ups are the client's responsibility

REPORTING VIOLATIONS OF Techedgeindia AUP

Techedgeindia requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at contact@Techedgeindia.com

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

E-mail with full header information provides all of the above, as do system log files. Other situations will require different methods of providing the above information. Techedgeindia may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Member's newsgroup posting privileges
- Suspend the Member's account
- Terminate the Member's account
- Bill the Member for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, cause by violations

Miscellaneous Provisions:

You must provide us with, and keep current, good contact information for you. E-mail, telephone and fax contacts are used, in that order of preference.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

Techedgeindia takes no responsibility for any material input by others and not posted to the Techedgeindia Network by Techedgeindia. Techedgeindia is not responsible for the content of any other websites linked to the Techedgeindia Network; links are provided as Internet navigation tools only. Techedgeindia disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

Techedgeindia is not responsible for any damages your business may suffer. Techedgeindia does not make implied or written warranties for any of our services. Techedgeindia denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions including equipment failure.

Responsibility for Content:

You, as Techedgeindia customer, are solely responsible for the content stored on and served by your account

Modification

We reserves the right to add, delete, or modify these Terms and Conditions, our hosting packages, prices and website at any time with or without notice provided. All customers are encouraged to check this document at least once a month to ensure they are aware of any changes.