



## TERMS & CONDITIONS FOR SHARED HOSTING ACCOUNT SERVICE

### Preamble

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A Shared Hosting Account refers to the use of a web server for the purposes of hosting a client website on a server that is shared with other clients and users. Shared hosting accounts are provided to clients to host their website subject to the following terms and conditions.

### Terms & Conditions

#### 1. Definitions

1. Client means person, firm or company that purchases or agrees to purchase goods or services from the company.
2. The company means ON-LYNE COMPUTER SYSTEMS
3. Goods or Services means the item supplied by the company as specified on the order form by telephone or by email.
4. Contract means a contract for the supply of goods and services by The Company.

#### 2. Terms & Conditions

1. These terms and conditions apply to all contracts for the sale and supply of goods and services by the company to the exclusion of all other terms and conditions which the client may purport to apply.
2. By completing the order form, orders by the mode of telephone or logging into your account/uploading files the client will be deemed to have accepted and agreed to these terms and conditions.
3. Any variation of the terms and conditions shall be inapplicable unless agreed in writing by the company.
4. We, the company, reserve the right to amend and update these terms and conditions at anytime without notice.

#### 3. Supply

1. The company agrees to provide the service to the client to the extent described in the client agreement from and according to the terms and conditions of this contract. The service level shall be deemed incorporated in to this contract.
2. If the client's bandwidth or processor usage reaches the point where it has an adverse effect on other clients, we the company, reserve the right to disable services until you can reduce your usage.
3. Each account includes a set amount of bandwidth, if you use more than this amount, then you agree to pay for this bandwidth at the current rates.
4. The company cannot guarantee any level of service, although any problems will be solved as soon as possible.

#### 4. Price & Payment

1. Payment by the client will be either on an annual basis.
2. Payment is due each anniversary year following the date the account was established. Clients will automatically be invoiced again at the end of their period unless closure notification has already been given.
3. The company reserves the right to vary the amount payable from time to time, however we will give you 30 days prior written notice of any such variation.
4. We do not offer any form of credit to clients.
5. If the client's service or account is activated before payment is made then payment must be sent in full.
6. If payment is not made and received in full within 7 days from the completion of the agreement all technical support for the site will be revoked. If payment is still not made in the following 7-day period the client's account will be deleted from our servers and all DNS services will stop.
7. Any returned cheques to clients will incur an administration fee of Rs. 500.00.
8. The company has no obligation to carry out any work until full payment in advance has been received in clear funds.



## 5. Termination

1. The initial term of this contract shall be the period described in the above and shall commence on the date of acceptance by the client. Thereafter the contract will continue on a yearly basis unless terminated according to the provisions below.
2. All account cancellations must be done in writing, with at least 7 days notice. Notifications must include user name, principal contract name with valid signature and reason for cancellation. Third party cancellations are not accepted.
3. We the company reserve the right to cancel your account at anytime without notice.
4. When your account is closed whether by 5.2, 5.3, 7.7 or any sections under 9.0, all files will be deleted.
5. Any attempt to use the Control Panel for purposes other than its intended use will result in your account being terminated.
6. Any improper use by the client under any sections under 9.0 will result in immediate termination of the company's service.
7. If a client has ordered a service on an annual subscription the company expects the client to commit for this period of time. If the client wishes to cancel or breaks any of the terms and conditions and their account is cancelled within this service period, we the company will not make any refunds for any unused portions of the client's account. Whilst the company does not offer refunds the client has no obligation to continue using our service.

## 6. Company's Liability

1. In no circumstances whatsoever will the company be liable for economic, indirect or consequential loss arising from delays or service interruptions.
2. The company will not be responsible for loss occasioned by computer viruses, whatever may be the cause.
3. To protect your privacy we will not distribute your name or e-mail address to any third party.
4. We the company reserve the right to remove material deemed inappropriate from your web pages, without prior notice. We do not allow illegal software, material that infringes other's copyright, pornography, racist material or any otherwise offensive content on our servers.
5. We the company shall not be held liable for any loss or damage caused by the use, misuse, unavailability or removal of services.
6. Whilst the company shall expeditiously seek domain registration, the company shall not be liable in the event of the domain having been registered by some other person by the time the company seeks registration in which event a full refund will be paid to the client without any other liability on the part of the company for loss by the client.

## 7. Client's Liability

1. It is the client's responsibility to carry out computer virus precautions.
2. It is the responsibility of the client to keep independent backup files of important data. We the company cannot be held responsible for any loss incurred from the client's inability to backup any files.
3. Telnet (shell or SSH) accounts are made available for editing and setting up your website. It is not a development platform for issues unrelated to your website.
4. Clients must not leave their home directory at anytime
5. Clients must not attempt to gain the privileges of another user.
6. Clients may have commercial use of web and FTP space. This privilege must not be abused. If the company believes that this or any other facilities have been abused by the client, this will result in an immediate termination of their account.
7. Clients will be responsible for the content of their page/s including obtaining the legal permission for any works they include and ensuring that the contents of their page/s do not violate any local or international laws that may be applicable.
8. The clients will be responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via their page/s
9. When seeking domain registration, the client will be responsible when placing an order to ensure that he is rightfully eligible for the domain and it has not been registered by some other person.

## 8. Password Security



1. The client will be given a login account, which is for personal use only. Clients must not divulge their password to any other people.
  2. The client shall take reasonable precautions to ensure that it is not discovered by other people.
  3. The company reserves the right to change the password in the event of any suspected security breach.
9. Improper Use
1. The company's service may only be used for lawful purposes by the client.
  2. Any breach of 7.9 shall be deemed a material breach of this contract and shall entitle the company to terminate the contract irrespective of whether the client is aware of the content of any material so transmitted or not.
  3. We the company do not allow illegal software, illegal MP3, porn sites, racist, defamatory, illegal, offensive material or IRC Bots.
  4. Clients may not store more data in their account than their allotted quota.
  5. Clients may not run server processes, such as talkers or IRC Bots from their login account.
  6. Clients must not participate in any form of unsolicited bulk e-mailing or spam. Their email account is liable to be suspended forthwith in such circumstances.
  7. Any breach of the above provisions will result in an immediate withdrawal of service provided by the company.

Document Revision Date: 25 June 2012