

TERMS OF SERVICE- KNOW OUR TERMS & CONDITIONS!!

VPS9's managed VPS Hosting packages are a cost effective substitute for shared/reseller hosting as well as Dedicated Servers with one major difference: VPS Hosting (Virtual Private Server) gives you the flexibility and power of a dedicated server without the high price tag.

1. Overview

VPS9 caters to people from across the globe and we strive to **safeguard the interest of each client** and provide them with the best possible service. These terms of service were defined in order to ensure that our services remain of world class quality. Terms of Service or TOS define the rule and regulations for using our web hosting services. All of our services are subject to the terms defined hereunder. Please read all the terms carefully and make sure you understand and agree to all the terms and conditions in its entirety. Signing up for using VPS9 service implies that you agree with all these terms and are bound by the same.

2. Account Setup

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. **Providing false contact information of any kind may result in the termination of your account.**

3. Content

All services provided by VPS9.net may only be used for lawful purposes. This includes, but not limited to: copyrighted material, material we judge to be threatening or obscene. The customer agrees to indemnify and hold harmless VPS9.net from any claims resulting from the use of our services.

Examples of unacceptable material:

- ✓ Scam Sites (ex: Ebay/Paypal,CC/Password Scam sites).
- ✓ Mailbombers or any sort of spam sites.
- ✓ IRC Bots.
- ✓ Warez Sites.
- ✓ Hate Sites.
- ✓ Roms / Emulators.
- ✓ Pirated Software.
- ✓ Proxies.
- ✓ Hack programs and archives.
- ✓ Malicious Scripts.
- ✓ Spamming (Includes Forum Spamming, Black Hat Scripts).
- ✓ Tobacco products.
- ✓ Carrying out network attacks(DDOS/DOS Attacks, SYN Attacks, TCP/UDP Flood, Stress Testing, etc...).
- ✓ Port Scanning, Brute Force Attacks.
- ✓ IP Spoofing/ARP attacks.
- ✓ Prescription drugs.
- ✓ Drugs and drug paraphernalia.
- ✓ Weapons (including without limitation, knives, guns, firearms or ammunition).
- ✓ Satellite and cable TV descramblers.

- ✓ Pornography, adult material, material which incites violence, hatred, racism or which is considered obscene.
- ✓ Government IDs and licenses including replicas and novelty items and any counterfeit products.
- ✓ Unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses).
- ✓ Unregistered charity services.
- ✓ Items which encourage or facilitate illegal activities.
- ✓ Prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services.
- ✓ Third party processing or payment aggregation products or services.
- ✓ Multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes.
- ✓ Goods or services that infringe the intellectual property rights of a third party..
- ✓ Un-coded/miscoded gaming.
- ✓ Timeshares or property reservation payments (On and Off Plan).

4. Zero Tolerance Spam Policy

We take a **zero tolerance stance** against sending of unsolicited e-mail, commonly known as spam. Any user who sends out spam will have their account terminated without notice. VPS9.net reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. VPS9.net also reserves the right to make any such modifications in an emergency at our sole discretion. VPS9.net reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is left entirely to the discretion of VPS9.net. All rights reserved.

5. Payment Information

You agree to supply appropriate payment for the services received from VPS9.net, in advance of the time period during which such services are provided. You agree that until and unless you notify VPS9.net of your desire to cancel any or all services received, those services will be billed on a recurring basis. VPS9.net reserves the right to change the monthly payment amount and any other charges at anytime.

6. Backups and Data Loss

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. VPS9 is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to **maintain all appropriate backup of files and data stored on VPS9 servers**. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by VPS9.

7. Cancellation and Refunds

VPS9.net reserves the **right to cancel the account at any time**. Customer acknowledges that a minimum of 12 days cancellation notice prior to the following renewal term must be given in writing to VPS9.net or the Customer will be responsible for full payment of the following term. The cancellation request will be subject to the following guidelines: Cancellation request must be submitted to the **billing department**. Cancellation request must be submitted from the main email address on file with VPS9.net Cancellation request must contain the main IP address of the server you wish to cancel Customers may cancel at any time. **VPS9.net gives you an unconditional 1st 30 day money back guarantee on VPS Hosting Services**. Payment made for domain registration, Product Addons will not be refunded, domain name can be transferred to client. Management service fees also comes under non-refundable policy Accounts cancelled/terminated by VPS9.net do not qualify for the 30 day money back guarantee. This also includes accounts suspended for TOS violations, in which the customer decides not to fix the violation. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be

eligible for a refund or if you have opened a second account with us. Free Domains are available for the life of the Hosting Package. If a customer cancels at anytime VPS9 will require full payment for the cost of the domain of the first year to retain ownership of the domain. Any refund requests will automatically minus the cost of the free domain. Opening of dispute in paypal, alertpay, moneybookers or charging back through credit card will be not be considered for the 30 day moneyback refund policy. One needs to follow the cancellation procedure through client area and request for the refund through opening sales support ticket mentioning the reason for cancellation. Billing Department will investigate the request , If found suitable one as per the 30 day moneyback guarantee and Terms of Service. Immediate Refund Will be provided within 24hours of the working hours.

VPS9.net 30 day refund policy is not applicable on any of the services, which are ordered through WebMoney Payment Gateway. As WebMoney does not provide refund or transfer funds to other Webmoney Account for Merchants.

8. Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9. Price Change

VPS9.net reserve the **right to change prices listed on VPS9.net**, and the right to change the amount of resources given to plans at any time. Contract pricing customers will not be affected by any price change throughout the contract period. The amount you pay for hosting will never increase from the date of purchase.

10. Uptime Guarantee

VPS9 strives to maintain a 99.9% network and server uptime service level. This uptime percentage is a monthly figure, and is calculated solely by VPS9 monitoring systems or VPS9 authorized/contracted outside monitoring services. If VPS9 fails to meet it's 99.9% uptime guarantee, and it is not due to one of the exceptions below, credits will be made available to each client, upon request, on a case by case basis. VPS9 does not credit a full month's service for minor downtime. This would not be financially healthy for VPS9, and in turn would only negatively affect the service level VPS9 provides to you. "Partial refunds for partial downtime" is our standard policy. In extreme circumstances, VPS9 may distribute full month credits, but this is dealt with on a case by case basis. Credits are issued for one months service only, never more.

Exceptions - Customer shall not receive any credits under this SLA in connection with any failure or deficiency of the VPS9 network caused by or associated with:

- ✓ Circumstances beyond reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, "Acts of God" (i.e, fire, flood, earthquake, tornado, etc...), strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Service Level Agreement
- ✓ Telco Failure (i.e, Verizon? cutting a fiber line somewhere)
- ✓ Backbone peering point issues (ie...UUnet? having a router go down in Virginia that wipes out internet service for the entire East Coast)
- ✓ Scheduled maintenance for hardware/software upgrades

- ✓ Hardware failure (faulty hardware is rare, but cannot be predicted nor avoided). VPS9 utilizes only name brand hardware of the highest quality and performance.
- ✓ Software bugs/flaws (Exploits and bugs may develop that cause security issues or downtime)
- ✓ DNS issues not within the direct control of VPS9
- ✓ Network floods, hacks, attacks from outside parties or individuals
- ✓ Failure or error of any VPS9 monitoring or measurement system
- ✓ Client's acts or omissions, including without limitation, any negligence, willful misconduct, or use of VPS9 service(s) in breach of VPS9 Policy and Service Guidelines (AUP), by Client or others authorized by Client.

11. Disclaimer

VPS9.net will not be responsible for any damages your business may suffer. VPS9.net makes no warranties of any kind, expressed or implied for services we provide. VPS9.net 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 VPS9.net and its employees

12. Network Usage

Dedicated Servers

Over usage of bandwidth is charged with 15Euros Per TB. All clients agree this before ordering the server with VPS9. The client is liable to pay the additional bandwidth usage charged amount by the VPS9. As the services will be suspended during this course of time.

Avoiding to pay this over usage invoice will lead to legal actions on the client. As our collection agents will be authorized to collect the amount from the client.

13. Prorate Billing

All dedicated servers ordered by the client will be charged with prorate billing system. According to which the invoice will be generated for the remaining days of the existing month in which the server is ordered and next full month will be charged. To keep the due date as " 30th day of every month"

All clients who order the dedicated servers needs to make sure pay the invoices generated for initial period of existing month and next full month. Once the payment is received, sales department will be passing on the order to the order processing team in datacenter to complete the server order, which shall be completed within 1-5 working days. In case of non-availability of the server or stocks, processing of server order will take 1-7 working days

14. Unmetered Bandwidth

Word "UNMETERED BANDWIDTH" is assigned to very high bandwidth allocated hosting plans. Where the user is able to use high bandwidth upto max 20TB/Month(Only Applies to VPS Services). Once this Limitation is reached the service is automatically suspended. To reactivate the service, you need purchase Bandwidth Packages with respective fees allocated to the packages. Until then the service will be remained closed/suspended. Very High bandwidth users are suggested to upgrade their service to 100TB Dedicated Hosting.

15. DMCA Notice Policy

VPS9.NET respects the intellectual property of others, and we ask our users to do the same. VPS9.NET may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, **please provide VPS9's Copyright Agent the following information:**

- ✓ An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ✓ A description of the copyrighted work or other intellectual property that you claim has been infringed;
- ✓ A description of where the material that you claim is infringing is located on the site;
- ✓ Your address, telephone number, and email address; A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- ✓ A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf
- ✓ **VPS9.NET's Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:**

BY CERTIFIED MAIL:

98/D, Behind Decathlon, Airport Road,

CITY: HUBLI, POSTCODE: 580030, STATE: KARNATAKA, COUNTRY: INDIA.

Email: administration@vps9.net | Website: www.vps9.net

WHILE EVERY ATTEMPT WILL BE MADE TO PROCESS YOUR REQUEST WITHIN THE SHORTEST POSSIBLE TIME PERIOD, DUE TO WORKLOAD PLEASE ALLOW UP TO 5 BUSINESS DAYS FOR PROCESSING.

16. Changes to the TOS

VPS9.NET reserves the right to revise its policies at any time without notice.

Questions?

Please feel free to Contact us for any clarifications regarding this agreement, preferably before signing up with us.