



HOSTING TERMS AND CONDITIONS OF SERVICE

The purpose of these terms and conditions of service (tos) is to provide a legal framework under which our customers can conduct business. The to also serves to ensure that customers are using Bsoft India Technologies Pvt.Ltd services in a way that does not infringe on the rights of other customers and internet users-at-large, and that no customer uses Bsoft India Technologies Pvt.Ltd services in a way that is detrimental to other Bsoft India Technologies Pvt.Ltd customers. All customers of Bsoft India Technologies Pvt.Ltd services agree to be bound by these terms and conditions of service. Bsoft India Technologies Pvt.Ltd reserves the right to add to, modify, or delete any provision of these terms and conditions of service at any time and without notice. The amended terms and conditions of service will take effect upon its posting on Bsoft India Technologies Pvt.Ltd.' web site (<https://www.bsoft.co.in/>) These terms and conditions of service supersede all previous terms and conditions of service whether written, oral, by conduct, or otherwise.

1.0 definitions

The following terms are found in these terms and conditions of service and are used according to their definitions as presented below:

Account. A subscription to one web hosting plan and/or any other Bsoft India Technologies Pvt.Ltd service.

Account owner. The individual or legal entity who is the purchaser-of-record for the account(s) and associated services covered by these terms and conditions of service. The account owner is the Party who is responsible for ensuring that all users of the account and associated services adhere To these terms and conditions of service. In this document, the account owner is variously referred To as “customer,” “you,” “your,” and “yours.”

Account holder. The account holder must be an individual and is the person listed as the official Account contact in a web hosting account's control panel. In most cases, the account holder is the same as the account owner, however, there is no requirement that this be so.

Mass emailing is defined as the sending of any number of email messages to either a random number of email addresses, or operating any type of mailing list. This includes mail lists that you may have Purchased as well as opt in mail lists where your customers have opted in to this list.

Spam. Unsolicited email or use net messages selling services or products of any nature. Also known as unsolicited commercial email (uce).





Spamming. The act of sending spam or promoting tools to facilitate the sending of spam. In this Agreement, spamming includes: sending spam messages from aBsoft India Technologies Pvt.Ltd. account; sending Spam messages from another isp or hosting company's account that links, directly or indirectly, Back to a site hosted byBsoft India Technologies Pvt.Ltd. ; and the act of promoting and/or selling software tools, Mailing lists, or other products and services that facilitate the sending of spam.

Terms and conditions of service (tos). The contractual agreement (this document) Between Bsoft India Technologies Pvt.Ltd. and the customer for the provision and use of web hosting and associated Services. In this document, terms and conditions of service is variously referred to as “tos” and “this Agreement.”

User(s). The account owner and any individuals authorized by the account owner who make use of Bsoft India Technologies Pvt.Ltd.'s services under a specific account.

2.0 Bsoft India Technologies Pvt.Ltd.'s obligations

2.1 terms and conditions of service

We will publish these terms and conditions of service (tos) on our website for all customers and Prospective customers to view. The published location of this tos is: <https://www.bsoft.co.in/privacy-policy> we reserve the right to change this tos at any time without prior notice to you.

2.2 service and availability

1. We will provide you with hosting services such as dedicated servers, virtual private servers, Shared web hosting, email services, backup services on our network.

2. On average, Bsoft India Technologies Pvt.Ltd. sustains a 99.9 percent level of availability for all our services; we do not, however, guarantee this level of availability. The applicable web hosting and email services Are limited to: http/https . Protocols used for viewing web pages ftp . Protocols used for uploading pages to and downloading pages from your website, Primarily to conduct website maintenance pop3, imap, smtp . Protocols used for receiving email [pop3 and imap] and sending email [smtp]





3. Bsoft India Technologies Pvt.Ltd. will, from time to time, schedule maintenance on its equipment and software. During these times, one or more of the above services may become unavailable. In general, we have very few maintenance outages and we work diligently when such an incident occurs, usually before customers know.

4. Planned maintenance outages are scheduled for times that will affect the fewest number of Customers. We recognize, and you should recognize, that we cannot pick a time that will affect no Customers.

5. Scheduled outages for maintenance are not included in Bsoft India Technologies Pvt.Ltd. 's availability Statistics.

6. Occasionally, it may become necessary to perform emergency updates to our systems as might be The case to meet an emerging security threat. Such outages are not included in Bsoft India Technologies Pvt.Ltd. Availability statistics.

2.3 support

1. We will strive to resolve all support requests made by you to us within 48 hours of the time you Filed your support request. This assumes that you followed the accepted method(s) for requesting Support. First, submit a trouble ticket at <https://www.bsoft.co.in/> Second, call if the matter is critical (that is if our systems *seem* to be down).

2. We provide support on a best-efforts basis. Although we will make every attempt to resolve your Support requests in a timely, satisfactory manner, we make no guarantees that our support services Will, in fact, resolve the support request to your satisfaction.

3. Our support desk operates monday to friday, between the hours of 9:00am and 5:00pm, eastern Time. We reserve the right, however, to change these hours of operation without notice.

2.4 subcontractors and agents of Bsoft India Technologies Pvt.Ltd.

1. We may meet our obligations to you directly or through the use of subcontractors and/or Agents. Our use of subcontractors and/or agents does not relieve us of our obligations under this Agreement.

2. Subcontractors and agents are required to observe this tos as well as our privacy policy, which Is documented at:<https://www.Bsoft India Technologies Pvt.Ltd./privacy-policy>





2.5 ownership of customer data and domains

1. Bsoft India Technologies Pvt.Ltd. makes no claim or representation of ownership over your files and email as Stored on our servers. You retain full ownership of your data.

2. Bsoft India Technologies Pvt.Ltd. makes no claim or representation of ownership over your domain name(s) as Registered on our servers or those of our domain registry service. You retain legal title to your Domain name(s).

3. Bsoft India Technologies Pvt.Ltd. will not hold your domain name as a ransom for funds at anytime.

2.6 file backups

1. Bsoft India Technologies Pvt.Ltd. will use its best efforts to maintain and back up your web hosting, database, And email files. However, we do not guarantee that a backup can be restored.

2. Restoring backups of customer files is an added-cost item billed as per the services availed. Bsoft India Technologies Pvt.Ltd. cannot guarantee that any restoration of a backup will succeed; regardless of Success, you will be billed for the services.

2.7 domains

1. Bsoft India Technologies Pvt.Ltd. offers domain name registry services as a reseller of such services. Bsoft India Technologies Pvt.Ltd. makes no representation or guarantee that any particular domain name will be Available, regardless of whether a whois search indicates the domain is available. Bsoft India Technologies Pvt.Ltd. Also makes no representation or guarantee that our registrar will register a particular domain to The customer.

2. Domain registry services are governed by the terms and conditions of the registrar's domain Name registrant agreement, of the registration provider.

2.8 spam, spamming, and spammers

Bsoft India Technologies Pvt.Ltd. is tough on spammers. Bsoft India Technologies Pvt.Ltd. is strict in the policy regarding spamming For the betterment of the internet community and to protect our customers. A customer who Spams not only is doing a wrong thing, it can cause our mail servers to be blacklisted which can Affect all customers mail services. We will not knowingly host the domains of, nor provide services To, those involved in "spamming" in any context.





Spam and spamming is expressly prohibited by this agreement. We will suspend or delete any account That we find to be involved in spamming activities **without warning and with no refund of any fees**. Suspected violations of our no-spam/no spamming policy should be brought to our attention Immediately by submitting a trouble ticket at

2.8.1 penalty.

Further, depending on the severity of your spamming, Bsoft India Technologies Pvt.Ltd. reserves the right to charge You between \$1.00 - \$160.00 per spam sent through our network. Your web site content will also be Confiscated and it will be never returned to you.

2.8.2 account control loss:

Bsoft India Technologies Pvt.Ltd. will also place a page on your web site that reveals you as a spammer. This page Will be viewable by all your visitors until such time as you sign up with another provider and dnsPropagation has taken place (usually 24+ hours).Bsoft India Technologies Pvt.Ltd. will exhaust every legal option To ensure that your spamming days cease. In short: spammers go elsewhere. We seek toprotect our Customers, we hate spam and the countless garbage emails we all receive everyday.

2.8.3 using third party mail servers for spamming:

If you use the services of another provider (including but not limited to the use of address listsObtained from a third party vendor or provider) to promote a web site hosted by or through Bsoft India Technologies Pvt.Ltd. , then the provisions of the above policy shall apply as if the spam were sent Through our servers.

3.0 customer obligations

3.1 terms and conditions of service

1. You agree to abide by these terms and conditions of service (t0s) for each account you have at Bsoft India Technologies Pvt.Ltd. .
2. You agree that Bsoft India Technologies Pvt.Ltd. has the right to change this tos without prior notice to you and That you will abide by the revised tos.





3. You agree that it is your responsibility to check this tos for revisions on a regular basis. We Suggest this should be once per month at our website policies page.

4. Reseller customers also additionally agree to the terms of the reseller tos located at our Website policies page.

3.2 age of account owner

You agree that you are 18 years of age or older. We cannot provide services to those under the age of 18 without the express written permission of that person's parent or legal guardian. This Permission must be sent to us by postal mail and must include proof that the person providing the Permission is, indeed, the minor's parent or legal guardian.

3.3 billing policy

1.You agree to the terms and conditions of our billing agreement, which is documented at our Website on our policies page.

2.**Over limit fees and charges:** you will not exceed the bandwidth, storage and e-mail usage limits Outlined by your particular web hosting package. If you use any bandwidth or storage space in Excess of the agreed upon number of megabytes per month or if you exceed e-mail storage and Attachment size limitations, Bsoft India Technologies Pvt.Ltd. may, in its sole discretion, assess you with additional Charges. If Bsoft India Technologies Pvt.Ltd. elects to take any corrective action, Bsoft India Technologies Pvt.Ltd. will not refund Any unused pre-paid fees. **Your use of your account and access to it is your responsibility.** You are Responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular web hosting package specifications and Resultant charges.

3. You agree that hosting services are billed **in advance** based on the terms of the hosting plan to Which you subscribed.

4. You agree that Bsoft India Technologies Pvt.Ltd. reserves the right to change the fee charged for any Bsoft India Technologies Pvt.Ltd. services under this agreement upon advance notice to you. The fee change will Become effective at your next renewal.

5. If you paid by credit card, you agree that Bsoft India Technologies Pvt.Ltd. may renew your account Automatically for a term identical to your most recent previous term. If, for example, you were on An annual term, the automatic renewal would be for one year. If you were on a monthly term, the Automatic renewal would be for one month.





6. If you paid by credit card, you further agree that Bsoft India Technologies Pvt.Ltd. may continue to renew your Account indefinitely until such time as you notify us in writing (by email, postal mail, or fax) that You wish to cancel your account. See account cancellation for details of the cancellation process.

7. You agree that there are **no refunds** after service provisioning.

8. You agree that we reserve the right to offer promotional rates which may or may not be more Favorable than the terms under which you entered this agreement. Any such periodic special rates Shall not effect the then existing rights and responsibilities of each party.

9. You agree that you may not cancel your existing account and re-subscribe to take advantage of A promotional offer.

10. You agree that Bsoft India Technologies Pvt.Ltd. may, at its option, suspend or delete your account for nonpayment If your account is 10 days or longer past-due.

11. You agree that all past-due amounts are due and payable before you can cancel your account.

12. You agree that if we must use a collections agency to recover past-due amounts, you are liable For all fees, and collection costs.

3.4 domain registration

1. You agree that you are responsible for the renewal and renewal fees of any domain(s) that you Have registered at, or transferred to, the Bsoft India Technologies Pvt.Ltd. registrar. Bsoft India Technologies Pvt.Ltd. does not Automatically renew, or bill for, domain registrations.





3.5 account cancellation by customer

1. You agree that account cancellation must be done according to the procedure outlined in our Cancellation policy, which is documented in our billing agreement on our website policies web page.
2. You further agree that the above-referenced cancellation procedure is the **only** manner in Which you may cancel your account with us.
3. If you paid by credit card, you agree that Bsoft India Technologies Pvt.Ltd. may renew your hosting subscription Automatically until such time as you notify us in writing (by email, postal mail, or fax) that you wish To cancel your account.
4. You agree that all past-due amounts are due and payable before you can cancel your account.

3.6 use of shared resources

Bsoft India Technologies Pvt.Ltd. operates a shared hosting environment, which means that there are multiple Customers hosted on any given server. (unless you have a vps or dedicated server with us) in light of this:

- **maximum daily smtp emails:** we do not allow clients to send more than 1000 e-mails per hour From a shared hosting account. If you need to send more than 1000 e-mails per hour, open a support Ticket at <https://www.bsoft.co.in/> We reserve the right to uphold this limit even if you request That it be increased.
- **website development:** you agree to design your websites in such a manner as to avoid Overloading our servers by consuming inordinately large amounts of resources such as processor Time, system memory, and network bandwidth.
- **excessive cpu usage on a shared hosting environment:** you acknowledge and agree that you are Paying for a host plan on a *shared hosting environment*. You agree that you are not paying for a Dedicated managed server and that you will not try to use your shared host plan as a dedicated Server. Our host plans offer a generous amount of bandwidth and resources and 95% of our Customers will never reach their host plan resource limits unless they are offering shareware, Video, large sound files, image and multimedia archives, or are mirror sites or any site whose Primary purpose is file distribution. **We strongly discouraged you from storing any files that Cause excessive traffic on the servers and we strongly discourage customers from treating our Network as if the server is their own dedicated server.**





2. Stealth emailing. This includes forging, altering or removing email headers
3. Mail bombing. This includes sending a large number of emails to disrupt or compromise a servers, Systems or network
4. Emailing that may harass or intimidate others. This includes harassment or intimidation Through frequency of emails, size of emails and the language of emails. If the recipient asks to stop, You must discontinue sending any further emails
5. Newsgroup spamming. This includes unwelcome commercial advertising and posting that may be Against the rules of a usenet discussion group or mailing list. Such activities carried out from servers/systems not managed by Bsoft India Technologies Pvt.Ltd. are also Prohibited if they link to websites, content or material hosted on Bsoft India Technologies Pvt.Ltd. Servers/systems. Emailing abuse carries a fine of up to \$160 cad per email message sent, depending on the severity of The violation. Email abuse is also grounds for immediate suspension of your service account and an Appropriate legal action. Bsoft India Technologies Pvt.Ltd. reserves the right to determine, in its sole and absolute Discretion, what constitutes a violation of this provision.

3.8 security

1. You agree that maintaining the security and integrity of its network is a prime responsibility of bsoft.co.in and that in light of this, Bsoft India Technologies Pvt.Ltd. may suspend your account without Notice if it perceives your account to be a risk to the security of our network and/or other Customers.
2. You agree that in the event of a security breach involving your account, you are liable for any Unauthorized use of your account, your website, and your email. You are also liable for any Damages the security breach may cause to Bsoft India Technologies Pvt.Ltd. 's servers, network, and other Customers and for the costs Bsoft India Technologies Pvt.Ltd. may incur in returning our service to its normal State.
3. You agree that if there are two or more security breaches of your account(s) and/or email, that Bsoft India Technologies Pvt.Ltd. has the right to suspend or cancel your account on five (5) days notice.





disk space: you agree to not use your shared hosting account as a backup storage server and That the files you upload are there because it is required by your website or services. Shared server hosting accounts are limited in use of the amount of server resources. Shared server Resource abuse includes any process or service usage that affects normal shared server operation, Resources or connectivity, and which causes a server to become overloaded. Shared server Resources include cpu and memory usage, number of concurrent processes, number of concurrent Port or database connections and total bandwidth. You agree to not use excessive amounts of cpu, or memory on the server that your host plan resides. You also agree not to use our servers or network as a production server as if it were a dedicated Server for just your account. Should your use of your web host account result in an overly high Load on any of the network's equipment, in Bsoft India Technologies Pvt.Ltd. 's sole discretion, Bsoft India Technologies Pvt.Ltd. may Suspend your account until the cause of any such overload is determined and resolved. You agree That Bsoft India Technologies Pvt.Ltd. will have no liability to you or any of your end users due to any corrective Action that Bsoft India Technologies Pvt.Ltd. may take and that you will not be entitled to a refund of any fees paid In advance prior to the corrective action. Bsoft India Technologies Pvt.Ltd. shall be the sole arbiter of what is Considered to be a high server usage level. Note that Bsoft India Technologies Pvt.Ltd. is not responsible for Validating or testing your code nor do we provide html or software coding assistance.

Note: possible causes of server resource abuse include, but are not limited to, the use of: cgi, perl, Sendmail, mysql, mssql, php, asp, http, smtp, pop3 and ftp. If server resource abuse is detected, Possible actions include, but are not limited to: disabling of the offending script or scripts, disabling Of the specific service, disabling of the entire account or account cancellation. If server overload Is a result of server resource abuse, these actions will be taken after consultation with the client in question.

3.7 email abuse

1. Unsolicited bulk emailing and mass emailing. All accounts, customer website pages and Customer database applications/scripts cannot be used for mass emailing of any type using Bsoft India Technologies Pvt.Ltd. mail servers. This includes, but not limited to commercial advertising, mass mailing More than 100o smtp emails per hour per email account, informational announcements, charity Requests, petitions for signatures, and political or religious tracts. Such emails may only be sent in If the receiver explicitly requested such information directly from you.





4. You agree that it is your responsibility to maintain the confidentiality of passwords for your Control panel and email accounts. We strongly recommend that you create and use “strong” Passwords. Strong passwords are at least seven (8) characters in length, consist of a mix of upper and Lower-case alphabetic characters, numeric characters, and ideally, one or more special Characters (e.g., #, \$, %, *, and so on). Under no circumstances should you use passwords such as Your name, the names of your children or pets, your birth date, and so on. These are prime Candidates for abuse by hackers.

5. You agree that no security system is 100 percent failsafe and that your public files, email, and Personal information could potentially be compromised by online attacks against our network and server security mechanisms or physical attacks against our facilities. Bsoft India Technologies Pvt.Ltd. goes to Significant lengths to ensure that its systems and facilities are secure, however, we cannot Absolutely guarantee that no security breaches will occur.

3.9 incoming email blacklisting

You agree that Bsoft India Technologies Pvt.Ltd. may block incoming email from any open mail relay, internet Protocol (ip) address, or other source if we believe that source is being used to send spam to Bsoft India Technologies Pvt.Ltd. customers. Spam can so overburden our mail servers that all customers can Experience slowdowns in receiving mail and even, potentially, lost mail.

3.10 system and network abuse

You agree not violate, nor will you try to violate, the security of our network and servers. Doing So will result in the immediate termination of your account without notice or refund. You will Also be prosecuted to the fullest extent of the law and you will be liable for all damages that occur As a result of your intrusion or intrusion attempt as well as costs to return Bsoft India Technologies Pvt.Ltd. Systems and network to its normal state. Examples of such violations include, but are not limited

To: attempting to gain unauthorized access to our servers, network systems, or the data stored on These devices conducting scans or other probes of our network to test for vulnerabilities breaching authentication measures to gain unauthorized access to any account or service





- interfering with any service to any customer of Bsoft India Technologies Pvt.Ltd. or any host or network, either Bsoft India Technologies Pvt.Ltd. 's or otherwise
- Mail Bombing
- Forging Any Tcp/ip Header Or Any Email Or Usenet Message Header
- Conducting Any Type Of Denial Of Service (dos) Or Distributed Denial Of Service (ddos) Attack
- In Regards To Proxies: anonymous proxies, cookie hiding proxies, email proxies, and any other Form of proxy is not allowed on any server. Any proxy found running on any account will be Immediately disabled, and the user notified. If attempts to continue running proxies are made, theAccount may be suspended without further notice given. Proxies are deemed to be server abuse. They Consume many cpu cycles, bandwidth, and use high amounts of memory. This includes all forms ofProxies that may be run, from cgi, perl, php, python, asp, and asp.net, or any other scripting Language, along with any form of xml based proxies.

3.11 virusesworms , trojans, “malware”

You agree not to deliberately distribute viruses, worms, trojans, other “malware,” or tools to Create same from your website or through your email accounts. Doing so will result in the Immediate termination of your account without notice or refund.

3.12 common gateway interface (cgi) scripts

You agree that if you're running a cgi script that poses a security risk to Bsoft India Technologies Pvt.Ltd. 's network And/or other customers, that facilitates spamming, or that adversely affects system performance, The script will be terminated and then removed without prior notice.

3.13 internet relay chat (irc)

Bsoft India Technologies Pvt.Ltd. does not permit you to run irc and irc bots from your account. Doing so may result In suspension or termination of your account without notice.





3.14 file backups

1. You agree that it is your responsibility to maintain a backup of all your web hosting files, scripts, Email, and databases and that we offer no guarantee that we can restore such data from our own Backups. We strongly recommend that you back up your data at regular intervals to avoid any Problems.
2. You agree that, at your request, Bsoft India Technologies Pvt.Ltd. may attempt to restore any data that you might have lost due to your own errors and omissions. This service is not guaranteed to succeed. It is performed on a best-efforts basis. Regardless of success, you may be invoiced for the time we expended in providing the restore service.

3.15 violation of laws and regulations

1. Bsoft India Technologies Pvt.Ltd. reserves the right to refuse service to anyone.
2. You agree to use the Bsoft India Technologies Pvt.Ltd. resources to which you subscribe only for legal purposes Under all applicable international, federal, provincial, or municipal laws.
3. You agree not to store, link to, transmit, advertise, or make available any materials or images That are obscene, threatening, abusive, harassing, defamatory, hateful, discriminatory, or racially Or ethnically objectionable.
4. You agree to not promote intoxicants by displaying or promoting any type(s) of intoxicant, Alcoholic beverage, cigarettes or illegal substance contrary to any laws.
5. You agree not to store, link to, transmit, advertise, or make available intellectual property, Trade secrets, copyrighted materials, or trademarked materials for which you have no license to Do so. You furthermore agree that Bsoft India Technologies Pvt.Ltd. may either terminate your account without Notice or issue a cease and desist warning to remove such materials in which case you will have 48Hours to comply. If you do not comply within 48 hours, we will have no choice but to terminate Your account without refund.





3.16 internet protocol (ip) addresses

1. Bsoft India Technologies Pvt.Ltd. may assign you a fixed internet protocol (ip) address in order to take advantage of certain features of our web hosting service. You agree that this ip address will remain under the Control and ownership of Bsoft India Technologies Pvt.Ltd. or its subcontractors. You further agree that you will Have no right to use this ip address except as allowed by Bsoft India Technologies Pvt.Ltd. and Bsoft India Technologies Pvt.Ltd. Reserves the right to change or remove any and all ip numbers and addresses.

2. **Static / dynamic content caching:** you expressly (i) grant to Bsoft India Technologies Pvt.Ltd. a license to cacheThe entirety of your web site, including content supplied by third parties, hosted by Bsoft India Technologies Pvt.Ltd.Under this agreement and (ii) agree that such caching is not an infringement of any of your Intellectual property rights or any third party's intellectual property rights.

3.17 adult content

Because we cannot monitor websites at all times to ensure children do not view such content, you Agree that you will not distribute, promote, or sell adult content to include photographs, explicit Sex illustrations, explicit sex anime, or live web videos containing explicit sexual acts, through your Website or by email. You further agree not to include links to websites offering such material from Your website. Linking to pornographic websites is prohibited. This includes sites that may infer Explicit sexual content, contain nudity or links to adult pornography content elsewhere. Bsoft India Technologies Pvt.Ltd. will be the sole arbiter in determining violations of this provision. If you are found To be violating this clause, Bsoft India Technologies Pvt.Ltd. reserves the right to terminate your account without Notice or refund.

3.18 child pornography

You agree not to distribute or aid in the distribution of child pornography as defined by the laws of canada. If we discover that you are doing so, we will:

- immediately report you to the authorities and provide them with what information we have About you.





cooperate to the fullest extent with investigating law enforcement officials. immediately terminate your account without warning and without refunds and keep the data For law enforcement officials as an aid in prosecuting you.

3.19 account transfer

You agree that you may not transfer your web hosting account to another individual or other Legal entity without first gaining our express written approval to do so.

3.20 other legal requirements

1. You agree not to impersonate any person or entity.
2. You agree not to use Bsoft India Technologies Pvt.Ltd. services to stalk or harass any person or entity.
3. You agree not to provide instruction on committing illegal activities and acts, as defined by International, canadian federal, provincial, or municipal law.
4. You agree not to provide instruction on creating bombs or other dangerous material.

3.21 resellers server resource usage

A reseller account is for reselling shared hosting accounts only. It is not a means to gain extra Resource at a lower cost for a single account. As such, resellers are not permitted to abuse a Reseller account by using 100% of your total resource on one account. Do not misunderstand thisPolicy; you are permitted to use up to 100% of your account's total resource limits. It is just thatYou must have multiple resold accounts in a way that the accounts get distributed across ourClustered server environment appropriately. Resellers of Bsoft India Technologies Pvt.Ltd. hosting are required to spread their accounts across multiple servers.

This is in fact, the reason for having a clustered server environment. It is also what our pricingModel is based upon. Selecting many multiple unix or windows plans is fine as our servers will Determine what server to place the account on. The problem is when a reseller places too many Domains on one server by creating a multiple domain plan with too high a number of domains Allowed. When this occurs all those domains will reside on the same server and not be spread Around our clustered servers. For this reason a reseller is not permitted to use more than 60% of Their total resource level for one customer account. If you have a customer that requires to have An account with more than 60% of their total resource level it is recommended that you contact Bsoft India Technologies Pvt.Ltd. for options we may have to attend to your customer's requirements in a way thatWill not affect our shared hosting environment in a negative way.





4.0 conditions and disclaimers

4.1 indemnification

1. You will indemnify and hold harmless Bsoft India Technologies Pvt.Ltd. , its subcontractors, and its agents Against any and all actions, claims, proceedings, suits, liabilities, damages, settlements, penalties, Fines, costs or expenses (including, without limitation, reasonable legal fees and other litigation Expenses) incurred by Bsoft India Technologies Pvt.Ltd. or its subcontractors, relating to:

- your breach of any term or condition in this agreement, or your breach of any applicable Bsoft India Technologies Pvt.Ltd. policy or guideline;
- your use or inability to use Bsoft India Technologies Pvt.Ltd. services;
- your violation, alleged violation, or misappropriation of any intellectual property right or Non-proprietary right of a third party.

2. You agree to fully defend and indemnify and hold harmless Bsoft India Technologies Pvt.Ltd. of and from anyAnd all third party claims, causes of action, demands, costs, damages including both direct and Consequential damages, specifically including attorneys fees and costs, expert fees and costs and Mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any Violation or claimed violation of any copyright or other intellectual property right of any third Party which is in any way related to your use of Bsoft India Technologies Pvt.Ltd. services or any portion thereof. Choice of counsel remains exclusively that of Bsoft India Technologies Pvt.Ltd. .

3. You agree to fully defend and indemnify and hold harmless Bsoft India Technologies Pvt.Ltd. of and from anyAnd all third party claims, causes of action, demands, costs, damages including both direct andConsequential damages, specifically including attorney's fees and costs, expert fees and costs and Mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of anyViolation or claimed violation of any privacy legislation which is in any way related to your use ofThe Bsoft India Technologies Pvt.Ltd. services or any portion thereof. You acknowledge that you are solelyResponsible for the data stored using the Bsoft India Technologies Pvt.Ltd. services and solely responsible forEnsuring that the Bsoft India Technologies Pvt.Ltd. services are appropriate for the nature of the data being stored. Choice of counsel remains exclusively that of Bsoft India Technologies Pvt.Ltd. .

4. You specifically waive any claim for damages of any kind, whether direct, indirect, special,Exemplary, punitive, incidental or consequential, loss of profits, or loss of business as the result of Bsoft India Technologies Pvt.Ltd. suspending or terminating your account in response to any claim of copyrightInfringement even if the material alleged to be infringing is subsequently found not to be Infringing.





5. Notwithstanding anything in this agreement, the content of the customer's website is the sole responsibility of the customer. The customer agrees to indemnify, defend, and hold harmless Bsoft India Technologies Pvt.Ltd. and its subcontractors and agents from any and all claims including, but not limited to: misappropriation of any copyright, patent, trademark, trade secret, data, music, image, Or other proprietary or property right, false advertising, unfair competition, defamation, business Or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any antidiscrimination Law or regulation, or any other right of any person or entity, or any personal or Business argument or dispute losses, damages, liabilities, judgments, or settlements, including Reasonable legal fees, costs, and other expenses incurred by Bsoft India Technologies Pvt.Ltd. and any third party Entities related to Bsoft India Technologies Pvt.Ltd. , related to or in connection with the content of the customer's Website.

6. The terms of this section ("indemnification") will survive any termination of this agreement.

4.2 disclaimer of warranties

1. Your use of the Bsoft India Technologies Pvt.Ltd. web hosting service is at your sole risk. Bsoft India Technologies Pvt.Ltd. Services are provided on an as-is, as-available, basis without warranties of any kind, either express Or implied, including, but not limited to, warranties of ability, fitness for a particular purpose, or Non-infringement. Bsoft India Technologies Pvt.Ltd. does not guarantee, nor is it responsible for, any delay or loss of data, lack of connection, slow connections, or any other issue, even if it is due to the negligence of Bsoft India Technologies Pvt.Ltd. .

2. Bsoft India Technologies Pvt.Ltd. claims no control whatsoever over the content of the information passing Through the Bsoft India Technologies Pvt.Ltd. web hosting system or that of Bsoft India Technologies Pvt.Ltd. 's subcontractors. Bsoft India Technologies Pvt.Ltd. does not actively or passively monitor the content of any customer's website Unless we are investigating abuses to this agreement. Bsoft India Technologies Pvt.Ltd. 's monitoring is based Strictly on traffic patterns and traffic loads to ensure the security and performance of our Networks and servers.

3. Any information obtained by you from the internet may be offensive, incorrect, and possibly illegal. Excepting the information on its own website, Bsoft India Technologies Pvt.Ltd. has no control over the Contents of any other website on the internet. Bsoft India Technologies Pvt.Ltd. makes no warrantee as to the Accuracy, suitability, or legality of any information that you acquire from the internet nor does Bsoft India Technologies Pvt.Ltd. provides any warrantee for any goods or services that you might acquire over the Internet.

4. Bsoft India Technologies Pvt.Ltd. expressly disclaims any representation or warranty that it's services will be Error-free, secure, or uninterrupted. No oral advice or written information given by Bsoft India Technologies Pvt.Ltd. , its employees, licensors of the like, or subcontractors will create a warranty; Nor may you rely on any such information or advice.





5. Although Bsoft India Technologies Pvt.Ltd. , its subcontractors, and its agents will use all reasonable measures To maintain the security of our services, Bsoft India Technologies Pvt.Ltd. assumes no responsibility for the Effectiveness of the security measures provided by Bsoft India Technologies Pvt.Ltd. or its subcontractors or Agents.

6. The terms of this section (“disclaimer of warranties”) will survive any termination of this Agreement.

4.3 limitation of liability

1. Customer agrees that Bsoft India Technologies Pvt.Ltd. 's liability and the customer's and end users' exclusiveRemedy related to the non-performance of the service shall be: (i) repair or adjustment of theService, or (ii) where repair or adjustment is not practicable, an equitable credit not to exceed the Charges invoiced to the customer for the portion of the service which were non-performing. For Any other claim, Bsoft India Technologies Pvt.Ltd. 's liability, if any, to the customer and end users for damages Related to use of the service for any cause whatsoever and regardless of the form of action, shall Be limited to those actually proven as directly attributable to Bsoft India Technologies Pvt.Ltd. , and shall in noEvent exceed the total in aggregate monthly charges paid by the customer during the period the Said damages were incurred, not to exceed two (2) months. Under no circumstances will Bsoft India Technologies Pvt.Ltd. , its agents, suppliers or subcontractors be liable to customer or third party forAny indirect incidental, special or consequential damages, expenses, costs, liability, loss, or damage Whatsoever, whether arising in negligence, tort, statute, equity, contract, common law, or any Other cause of action or legal theory. Customer agrees, acknowledges and confirms that the Limitations of liability set out in this section are fair and reasonable in the commercial Circumstances of this agreement and that Bsoft India Technologies Pvt.Ltd. would not have entered into thisAgreement but for customer's agreement to limit Bsoft India Technologies Pvt.Ltd. 's, its agents', suppliers' and Subcontractors' liability in the manner, and to the extent, provided for herein.

2. For greater certainty, customer agrees that Bsoft India Technologies Pvt.Ltd. shall not be liable for any lost Profits, anticipated revenue, loss of data, loss of use of any information system, lost business Revenue, failure to realize expected savings or any other commercial or economic loss of any kind Whatsoever arising out of or in connection with this agreement or the provision of the service, Even if Bsoft India Technologies Pvt.Ltd. has been advised of the possibility of such loss.

3. Bsoft India Technologies Pvt.Ltd. assumes no liability arising from (i) the use of the service furnished byBsoft India Technologies Pvt.Ltd. in combination with service, products or equipment provided by customer or any Third parties and (ii) the failure by the customer to perform its obligations.





4. Bsoft India Technologies Pvt.Ltd. 's host network or that of its subcontractors may experience periods of Unavailability from time to time due to (but not restricted to) normal routine maintenance, utility Interruption, equipment failure, natural disaster, acts of god, or human error. In no event shall Bsoft India Technologies Pvt.Ltd. be liable to the customer for any indirect, special or consequential damages, lost Profits, or anticipated loss of profits, arising from, or related to, our hosting services, or the Hosting services of our subcontractors.

5. The terms of this section (“limitation of liability”) will survive any termination of this Agreement.

4.4 general provisions

4.4.1 force majeure

Either party to this agreement shall be excused from any delay or failure in performance hereunder Caused by reason of any occurrence or contingency beyond its reasonable control, including but Not limited to, acts of god, earthquake, labor disputes and strikes, riots, war, and governmental Requirements. The obligations and rights of the party so excused shall be extended on a day-to-day Basis for the period of time equal to that of the underlying cause of the delay.

4.4.2 assignment

This agreement and the rights hereunder is not assignable or transferable except that Bsoft India Technologies Pvt.Ltd. may freely assign all of its rights hereunder to any person or entity who shall Become a principal owner, or shareholder of Bsoft India Technologies Pvt.Ltd. , or to any affiliated company or Successor in interest of Bsoft India Technologies Pvt.Ltd. . Any other attempted transfer or assignment of rights Hereunder shall be null and void. Upon any such assignment by Bsoft India Technologies Pvt.Ltd. to any other party, Including to any affiliated company or successor in interest of Bsoft India Technologies Pvt.Ltd. , you have the right To terminate this agreement by giving notice thereof in writing to Bsoft India Technologies Pvt.Ltd. and any such Termination shall become effective thirty (30) days after the receipt of such notice by Bsoft India Technologies Pvt.Ltd. .

4.4.3 severability

The invalidity, illegality or unenforceability of any one or more provisions of this agreement shall Not affect or impair any other provisions of this agreement.





4.5 agreement by use

Use of Bsoft India Technologies Pvt.Ltd. 's web hosting system constitutes acceptance of the above terms and Conditions of service.





4.4.4 choice of law

The customer agrees to attempt to resolve any disputes with Bsoft India Technologies Pvt.Ltd. prior to resorting to Litigation. This agreement shall be governed by, interpreted and enforced in accordance with the Laws of the province of Ontario and the federal laws of Canada. Any action relating to this Agreement must be brought in the provincial courts located in Mississauga, Ontario, Canada.

4.4.5 no agency

Nothing contained herein shall be interpreted as creating an agency, partnership or joint venture Between Bsoft India Technologies Pvt.Ltd. and you.

4.4.6 modification of these terms and conditions of service Bsoft India Technologies Pvt.Ltd. reserves the right to modify any provision of its terms and conditions of service at Any time without prior notice to customers.

4.4.7 suspension and termination

1. Failure to observe the terms and conditions set forth in this agreement can result in anything From a warning to a suspension of privileges or immediate termination of your shared hosting Account. Bsoft India Technologies Pvt.Ltd. may refer potential violations of laws to the proper authorities, and may Also cooperate in the investigation of any suspected criminal or civil wrong.

2. Without prior notification, Bsoft India Technologies Pvt.Ltd. reserves the right to suspend or terminate any Shared hosting account, as well as remove or modify any files which are deemed to be illegal or a Threat to Bsoft India Technologies Pvt.Ltd. 's web hosting system or that of its subcontractors.

3. Bsoft India Technologies Pvt.Ltd. will be the sole arbiter as to what constitutes a violation of our terms and Conditions of service. Bsoft India Technologies Pvt.Ltd. reserves the right to remove any account without prior Notice for breach of any terms of this agreement.

4. If Bsoft India Technologies Pvt.Ltd. terminates the services being provided to you due to a breach of any terms of This agreement, then such termination shall be without refund.

