



This service agreement has been put together to provide you with a complete set of policies that bind us as the hosting service provider, and you, as our customer.

This service agreement is between **Reseller99** (hereinafter "Company," "we," "our," "us," or "Reseller99") and you, our customer (hereinafter "customer", "customers" , "client", "you" or "your").

We as your web hosting service provider, will supply you with a shared, cloud or dedicated hosting solution. As your web hosting provider, we will make available various services and software for maintaining your website, as indicated on our website. The hosting space provided under reseller hosting and shared hosting can only be used to host live websites and cannot be used for dumping data. If the purpose of buying hosting from us to keep backups, then please opt for our Backup Plans instead of Hosting Plans i.e. remotebag service.

Upon paying for and using the hosting services provided by Reseller99, Customer indicates his/her agreement to the following terms and conditions, as outlined below. This agreement supersedes any other oral agreement between Reseller99 and Customer.

- \* Restricted Material
- \* SPAM (Bulk Mail)
- \* High Resource User Policy
- \* Shared Hosting Restrictions
- \* Unlimited Usage Policy
- \* Backups
- \* Uptime Guarantee
- \* Customer Responsibility
- \* Payment Policies
- \* Cancellation & Refunds
- \* Indemnification
- \* Disclaimer

### **RESTRICTED MATERIAL**

Restricted material on our servers in any form include without limitation:

- Pornography/Nudity/Erotica/Pharma including sites that give link or promote these sites.
- Virus/Malware/Trojan Scripts/Programs/Software
- IRC Scripts/Bots or IRCD (irc servers)/Chat Rooms

### **Reseller99**

"PCUBE HOUSE" Near Palanpur-Ahmedabad Flyover Behind Mangalmurti Mart, Palanpur - 385001 INDIA  
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- Anonymisers / Proxy Scripts
- Image Hosting Scripts (similar to istockphoto or fotolia)
- PTC/AutoSurf/PTS/PPC sites
- IP Scanners
- Bruteforce Scripts/Programs/Applications
- Mail Spam/Bombers Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Mirror/Dump Scripts (similar to rapidshare)
- Commercial Audio/Video Streaming
- Escrow/Bank Debentures
- Hacker focused sites/programs/archives
- Sites promoting illegal activities
- Forums and/or websites that distribute or link to warez/pirated/illegal content
- Bank Debentures/Bank Debenture Trading Programs, Fraudulent Sites (Phishing of any sort)
- Mailer Pro, Push button mail scripts
- Broadcast or Streaming of Live Sporting Events (of any sort, like WWE, IPL, NBA etc)
- Tell A Friend Scripts
- Anonymous or Bulk SMS Gateways
- Bitcoin Miners
- PayDay Loan Sites (including PayDay loans, PayDay loan affiliate programs, etc)
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale or distribution of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery/Gambling Sites

We reserve the right to refuse service to anyone. Any material that, in our judgment, is illegal, threatening, obscene, or violates our Terms of Service in any manner may be disabled from our servers (or otherwise removed), with or without notice.

### **SPAM**

(unsolicited bulk e-mail) – We have zero tolerance for SPAM. We reserve the right to block the account of anyone spamming or reported spamming.

If you are found to be engaged in any of the above activities then your account will be suspended with warning and if proper justification is not provided it shall be terminated with/without warning. You will not be entitled for any refunds, including the money back

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guarantee and we will report you and the incident to the proper local, state and federal authorities and will prosecute you to the full extent of the law and shall be fined appropriately.

### **HIGH RESOURCE USAGE POLICY**

Resources are defined as bandwidth and/or processor and/or I/O over utilization and/or email utilization.

If your website is found monopolizing any server resource like Bandwidth, CPU, RAM, I/O, which can make server unstable, crash or lead to poor performance, we reserve the right to suspend that website with immediate effect. Client would be given access via FTP / Control Panel to rectify the problem in a given time frame. We may at any given time implement this policy to our sole discretion.

#### **Unacceptable Resource Usage on Shared Servers**

Running cron/scheduled task entries with intervals of less than fifteen (15) minutes.

Running any MySQL/MSSQL/ODBC queries that takes longer than ten (10) seconds to complete.

Use twenty-five percent (25%) or more of our system resources for longer than ninety (60) seconds at a time. Activities that could cause this excessive use, include but are not limited to: CGI scripts, FTP, PHP, HTTP, etc.

Any shared hosting plan cannot send more than five hundred legitimate emails per hour. Each mailbox cannot send more than 50 mails per hour. Any subscription trying to exceed the allocated resources shall get barred automatically. The size of each mailbox should not exceed 100MB and combined mailbox size per domain should not exceed 500MB.

### **SHARED HOSTING APPLICATION RESTRICTIONS**

Shared Webhosting Restrictions: The Client is allowed to freely install CGI/PHP applications; however, Reseller99 reserves the right to disable any application that unreasonably effects or interferes with normal server operations. Said situation is highly unlikely. Some scripts and sites are not allowed on shared hosting: \*Tube / YouTube clone sites, file archives, email archives, mirror sites, image and file upload sites, and others mentioned under Restricted Material. No single shared hosting account is permitted to use more than 25% of the server resources at a time. A single account is limited to 250,000 inodes at any given time. E-mail such as junk mail should be permanently deleted. Reseller99 may impose storage fees of ₹500 per GB for accounts that are using an unreasonable amount of resources on a shared hosting package.

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## **UNLIMITED HOSTING POLICY**

Our shared hosting service is designed to meet the typical needs of small and medium-sized businesses across the globe. It is NOT intended to support the sustained demand of large enterprises, or non-typical applications better suited to a Cloud/VPS or a Dedicated Server

Reseller99 does not provide Unlimited Hosting for online storage, videos, images, audio, games, installers, executable files, backups, or archiving of electronic files, documents, log files, web spider or indexer, irc, torrent, file sharing, peer-to-peer activities, testing environment etc., and any such prohibited use of the Services will result in the termination of hosting subscriber's account, with or without notice. Accounts with an excessive database size (i.e., more than 1 GB) negatively affect the performance of the server. Reseller99 may request that the database size be reduced to ensure proper performance or may disable the Subscriber's account, with or without notice. Hosting subscribers can create multiple databases however the size of each database should not be more than 1 GB. Furthermore, accounts with an extraordinarily large number of files can have an adverse effect on server performance. This includes, but is not limited to, accounts with an excessive number of MySQL/PostgreSQL tables, or of a database size that may negatively impact the performance of our servers. We may request that the number of files/nodes, database tables or total database usage be reduced to ensure proper performance for all customers on that server, or we may terminate the customer's account, with or without notice.

## **BACKUPS**

Customers are strongly advised to make regular offline backups of the information they store on our servers. Our hosting control panel facilitates clients to take manual/automatic backups of their accounts (paid service). Nevertheless, the availability of backups is not guaranteed and we can not be held responsible for the loss of customer data. Clients must keep regular backups offline or at a remote location.

You should not rely on the Company for backup. It is solely your responsibility to maintain backups. The Company can't be held responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Reseller99 servers.

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### **SERVICE UPTIME GUARANTEE**

We offer a Service uptime guarantee of 99.95% (“Service Uptime Guarantee”) of available time per month. The Service Uptime Guarantee does not apply to service interruptions caused by: (1) periodic scheduled maintenance or repairs we may undertake from time to time; (2) interruptions caused by you from custom scripting, coding or the installation of third-party applications; (3) outages that do not affect the appearance of your website but merely affect access to your website such as FTP and email; (4) causes beyond our control or that are not reasonably foreseeable; and (5) outages related to the reliability of certain programming environments.

### **CUSTOMER RESPONSIBILITY**

It is solely customer’s responsibility to keep his/her account safe by all means. Keep strong passwords and never share any login detail of Client Area, Ftp, Control Panel etc with anyone. Client should keep his/her device(s) free from virus/malware/trojan. If client’s account get compromised, we cannot be held responsible for this under any circumstances.

### **PAYMENT POLICIES**

All accounts are set up on a pre-pay basis.

The account will be automatically billed for the next payment period unless a cancellation request is submitted well on time.

In situations where a client’s payment declines or is not received. The client’s account would be suspended past 5 days of non-payment. A suspended account would turn to a terminated state in 15 days of non-payment.

Reselle99 reserves the right to suspend other services by the same customer until the outstanding amount is not paid.

Invoices or payment receipts will only be sent to the customer’s registered email address or sub-contracts created in the client area. However, invoices and payment receipts shall also be available for a download in PDF format through the Client Area.

We reserve the right to change the prices at any time, all pricing is guaranteed for the period of prepayment.

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## **CANCELLATIONS AND REFUNDS**

The 30 day money back guarantee is only applicable for first-time signups, new clients & non-monthly plans only. Monthly plans are not covered under money back guarantee. Second time and subsequent orders are not eligible for the same. For example, Scenario 1) if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund. Scenario 2) If you've had a similar product or service under your account earlier and added another. Like if you have or had shared hosting already from us then subsequently ordered the same or similar products.

In case you are an existing customer for more than 30 days, please make sure to apply for the cancellation at least 4 days before the next billing cycle date. No pro-rata refunds shall be processed.

If for some reason, you are not satisfied with our services, please apply for the cancellation only within the first 30 days of your invoice date, beyond 30 days money back guarantee stands void. Please also note that Domain Registration / Domain Transfer / Domain Renewal / SSL Certificates / Cloud Servers / VPS Server / Dedicated Server / Setup fee / Paid Support / License Fees like Plesk / Windows OS / SQL / G Suite / Office 365 / SiteLock / CodeGuard etc shall not be refundable.

To apply for a refund, the client must submit a refund ticket through the client area with a valid reason(s) for the cancellation. Phone or Chat cancellations are not acceptable.

The refund will also not cover any kind of taxes, online payment processing fee, or any kind of payment processing charges by bank. There will be no refunds issued in case your account was involved in the violation of our terms of service or any kind of illegal or system resources over-usages or after 30 days period or beyond the coverage of our refund policy as noted here.

The payments made through bank transfer, cheque, money order, cash deposit, DD are non-refundable. The refund will be added as credit to the hosting account.

Accounts that are either canceled, deactivated, and/or have services suspended for violation of our terms of service, or accounts that exceed their disk space or bandwidth usage or other resources do not qualify for our 30 day money back guarantee.

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If the web hosting service includes a free domain name or free SSL apart from letsencrypt, then when you cancel the web hosting service, the domain charges and the SSL charges would be deducted from the refund amount, as per the standard rate published on our website. If the refund amount is less than the domain name price or the SSL price, that would require you to pay for the difference in amount.

Requests to cancel accounts or the termination of your payment plan with us will result in the IMMEDIATE deactivation of your account.

NO refund under any condition shall be processed if a customer fails to comply with our “Terms of Service”. Only first-time accounts are eligible for a Money-back Guarantee Refund. For example, if you’ve had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a Money-back Guarantee Refund. Violations of this Agreement will waive your rights under the refund policy.

#### **INDEMNIFICATION**

Customer agrees that he/she shall defend, indemnify, save and hold Reseller99 harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney’s fees asserted against Reseller99 owners, their agents, their 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 customers, agents, employees or assigns of the owners of Reseller99. Customer agrees to defend, indemnify and hold harmless Reseller99 owner/s against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Reseller99. (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Reseller99.

#### **DISCLAIMER**

Reseller99 will not be responsible for any damages your business may suffer. Reseller99 makes no warranties of any kind, expressed or implied for services we provide. Reseller99 disclaims any warranty or merchantability or fitness for a particular purpose, including loss of data resulting from delays, server malfunctions, missed backups, non-deliveries, wrong delivery, and any and all service interruptions caused by Reseller99 proprietors and their employees.

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Reseller99 reserves the right to alter, change or modify any provision of this Terms of Service Agreement at any time with or without prior notice to you.

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