

Last Update Status: Updated Nov 2020

## Terms & Conditions – Web Hosting and Domain Registration

### Domain Names:

Innofreak Consulting Pvt. Ltd. may purchase domain names on behalf of the Client, in which case they will then be renewed on an annual basis and the Client will be invoiced by Innofreak Consulting. For .com, .org and .net domains, reminder emails will be sent out to the client before the domain expires at ninety (90), sixty (60), thirty (30) and five (5) days before expiration with a final email sent ten (10) days after the expiration date. Domains ending in .co.uk are automatically renewed ten (10) days before expiration. In this case, the Client must notify Innofreak Consulting that they do not wish to keep the domain thirty (30) days before the expiration date. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of Innofreak Consulting. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

### Web Hosting:

- Innofreak Consulting reserves the right to suspend or cancel a customer's access to any or all services provided by Innofreak Consulting, where Innofreak Consulting decides that the account has been inappropriately used. Innofreak Consulting reserves the right to refuse service and/or access to its servers to anyone.
- Scripts on the site must be designed to produce web-based content, and not to use the server as an application server. Using the server to generate large volumes of email from a database is an example of activity that is not allowed. Scripts should not attempt to manipulate the timeouts on servers. These are set at the present values to ensure the reliability of the server. Sites that reset these do so because they are resource intensive, and adversely affect server performance and are therefore not allowed.
- Sites must not contain scripts that attempt to access privileged server resources, or other sites on the same server.
- You are responsible for all scripts, including 3rd party or open source software, that are installed on your webspace. In the event of a script that you install causing damage or loss of data to your site or any server resources, we reserve the right to charge you our off-site technical support hourly rate for the time taken to restore the services to the previously working state.
- Innofreak Consulting will disable any domain that fails to adhere to the following criteria as soon as we are made aware, in line with current working practices:
- The primary purpose of any site must be to provide web-based content to

viewers. Files on the site must be linked to the web site.

- The primary purpose of any script must be to produce a web page. Scripts that send a single email based upon user entered information, or update a database are acceptable. Scripts that send bulk email or perform processor intensive database processes are not allowed. All outgoing mail is monitored and filtered and must be sent to or from a Innofreak Consulting-hosted domain.
- Sites must not contain Warez, copyright or other illegal material. The onus is on you the customer to prove that you own the rights to publish material, not for Innofreak Consulting to prove that you do not.
- Sites must not contain pornographic or other lewd material. Adult Material includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Innofreak Consulting.
- Sites must not use excessive amounts of server resources. These include bandwidth, processor utilization and/or disk space.

### **General**

- Innofreak Consulting has a Police Liaison function and we are committed to assisting, and cooperating with, all law enforcement and government agencies in helping to reduce Internet Crime.
- Innofreak Consulting will suspend access to an account which: Contains invalid or fraudulent details. Initiates a payment card chargeback.
- If Innofreak Consulting disables a site or server, we will: Send an email to the account administrator, informing them of the suspension - please ensure you use an email address that will be unaffected by any suspensions, to ensure that you are immediately made aware of any changes in your account status. If deemed applicable, provide follow up correspondence detailing the reasons for the suspension and what actions, if any, the administrator should take to rectify the situation. Not re-enable any domain or server that has a history of similar misuse. Pass the account to the appropriate department to resolve any outstanding issues such as account balance or closure.
- For less serious cases, such as email problems, the support department will contact you during office hours and inform you of any changes made to your account and the reasons for those changes.
- If an action is taken against a site or server, you should communicate directly with the Customer Support Department within office hours.

- Restoration of any and all services suspended during an investigation will be considered on a case-by-case basis.