

TERMS OF USE

All users of Innofreak, and all customers upon signing up for Innofreak services, agree to comply with Innofreak's Terms of Use (.TOU.). The spirit of the TOU is to ensure customers are using Innofreak services with due regard to the rights of other Internet users and in conformity with the requirements of Innofreak's network environment. The TOU are not exhaustive and Innofreak reserves the right to add, delete, or modify any provision of its TOU at any time without notice, effective upon either the posting of the modified TOU to www.innofreak.com or notification of the modified TOU. Any complaints about a customer's violation of the TOU should be sent to info@innofreak.com. The TOU supersedes any other agreement with Innofreak, whether written, oral, by conduct, or otherwise.

A. Innofreak Web Hosting & E-commerce Customer Restrictions

The following Terms of Use apply only to Innofreak's Web Hosting and E-Commerce customers, and supplement the terms in sections C and D that apply to all Innofreak customers:

Support

Innofreak offers support through email and automated service engine. Innofreak does not guarantee or apply any time limit for offering such support.

Phone support is available only for corporate accounts and dedicated servers alone.

Server Resources

Per site should not exceed more than 5000 MB Bandwidth per Month

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources, mail servers, Ftp servers, Http servers, SQL database servers) reserves the right to suspend that site immediately. This policy is only intended to prevent the misuse of our servers and to avoid interruption in services to other customers. Customers may be offered an option whereby Innofreak continues hosting the website for an additional fee.

Innofreak will be the sole arbiter of what is considered to be a high server usage level. Any Web Hosting and E-Commerce account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Innofreak's customers. The term "spamming" also includes, but is not limited to,

maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Innofreak server, and selling or distributing software (on a web site residing on a Innofreak server) that facilitates spamming. Violators will be assessed a minimum fine of Rs.10,000 and will face immediate suspension. Innofreak reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

CGI Scripts / PHP / ASP / and other scripts

Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. Innofreak does not permit CGI Scripts / PHP / ASP / and other scripts sharing with domains not hosted by Innofreak or any scripts that may be abused for UCE purposes.

Chat Rooms

Innofreak does not allow Web Hosting and E-Commerce customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option.

IRC

Innofreak does not allow IRC or IRC bots to be operated by Web Hosting and E-Commerce customers.

Software Distribution

Innofreak's Web Hosting and E-Commerce accounts are not configured for the purposes of distributing software and/or multimedia products. If you wish to distribute software and/or multimedia files, please contact sales@innofreak.com to make special arrangements.

Multimedia Files

Multimedia files are defined as any graphics, audio, and video files. Innofreak Web Hosting and E-Commerce accounts are not to be used for the purposes of distributing and storing unusual amounts of multimedia files. Any web site whose disk space usage for storing multimedia files exceeds 30% of its total usage, in terms of total size or number of files, will be considered to be using an unusual amount of multimedia files.

Adult Content

Innofreak does not allow the follow material to hosted in any form.

Innofreak do not allow any of the following content to be stored on its servers:

Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

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.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

Fraudulent Activity: Includes hosting fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

B. Innofreak Dedicated Server Customer Restrictions

The following Terms of Use apply only to Innofreak's Dedicated Server customers, and supplement the terms in sections C and D that apply to all Innofreak's customers:

Customer Security Responsibilities

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

IRC (Internet Relay Chat)

Innofreak does not allow Dedicated Server customers the use of IRC in Innofreak Network.

Billing for Network Resources

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

C. All Innofreak Customer Terms of Use

The following Terms of Use apply to ALL Innofreak customers:

Innofreak Services

Innofreak's services include, but are not limited to:

- Any act of preparing, setting up, connecting, maintaining, terminating, or reconnecting customers. account (including all billing data and the space on the particular Web server that Innofreak provides to customers).
- Any use by customers, or any access provided to customers by Innofreak, of computing, telecommunications, software, information, hardware, and equipment.
- Any act, or provision of any service, by Innofreak to customers, related to web hosting and domain name registrations (including server usage and technical support), regardless of duration and whether paid for or not.
- Any provision by Innofreak to customers, of any space, Internet connectivity, or electrical power.
- Any access or use related to the Innofreak's web site, including the web site itself.
- Any other service mentioned in the TOU.
- Any other service provided by Innofreak to customers, whether used or not.
- Any other Innofreak services that are used by customers, whether offered or provided by Innofreak to customers.

Ownership of Web Site

The legal owner of customers. web sites and accounts with Innofreak will be the individual or organization whose name is listed in Innofreak's database as the owner. Customers will fully cooperate with and abide by any and all of Innofreak's security measures and procedures in the event of any dispute over ownership of customers. web sites and accounts with Innofreak.

Database Disk Usage

Customer accounts such as personal, small biz and accounts under resellers can have a database of size 100 MB maximum. Sites that use databases that are higher than this limit has to be upgraded to next available accounts such as corporate or semi dedicated account based on the usage. Failing to upgrade the account will result in suspension or termination of that particular website.

Email Disk Usage

Customer accounts such as personal, small biz and accounts under resellers can have emails [all email accounts in that account] stored upto to 500 MB maximum. Stacking large number of emails increases inodes and results in file system corruption. It also hinders various server level processes from functioning at normal load. Hence, all mails has to be downloaded from the server immediately. Hosting accounts cannot be used as email storage space. Sites that use higher than this limit has to be upgraded to next available accounts such as corporate or semi dedicated account based on the usage. Failing to upgrade the account will result in suspension or termination of that particular website.

Disk Space Usage

Customer accounts such as personal, small biz and accounts under resellers can use disk space upto to 500 MB maximum. Only files required for running of the website such as html,php etc can be hosted. Zip archives, downloads, videos, audio files and other software or warez downloads are strictly prohibited. Hosting space cannot be used for data storage or backup dumping. It cannot be used for file sharing, spam software downloads, software key downloads etc. Sites that use higher than this space limit has to be upgraded to next available accounts such as corporate or semi dedicated account based on the usage. Failing to upgrade the account will result in suspension or termination of that particular website.

Illegal Use

Innofreak servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Additionally, in purchasing Innofreak services, all Innofreak customers certify that they and/or the organization they represent in procuring services from Innofreak are not, nor have been designated, a suspected terrorist as defined by the Constitution of India; are not owned or controlled by a 'suspected terrorist' as defined by the Constitution of India; and are not on, are not a member of, related to, associated with, or controlled by any organizations listed as terrorist by the Govt. Of India.

Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to Innofreak's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a Innofreak server, and selling or distributing software (on a web site residing on a Innofreak server) that facilitates spamming. Violators will be assessed a minimum fine of Rs.10000 and will face immediate suspension. Innofreak reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

System and Network Abuse

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of

the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Viruses and Other Destructive Activities

Use of Innofreak's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use Innofreak's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

Privacy

Innofreak is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Innofreak urges its customers to assume that all of their on-line communications are insecure. Innofreak cannot take any responsibility for the security of information transmitted over Innofreak facilities.

Customer Responsibility

Customers are required to use the Innofreak network responsibly. This includes respecting the other customers of Innofreak. Innofreak reserves the right to suspend and/or cancel service with any customer who uses the Innofreak network in such a way that adversely affects other Innofreak customers. While Innofreak may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice Innofreak does not monitor its customers' communications or activities to determine whether they are in compliance with the TOU. However, when Innofreak becomes aware of any violation of the TOU or other user agreements, Innofreak may take any action to stop or correct such violation, including, but not limited to, denying access to Innofreak's services and equipment or to the Internet. In addition, Innofreak may take action against a customer or a customer of such customer because of the activities of such customer. Innofreak anticipates that customers who offer Internet services will cooperate with Innofreak in any corrective or preventive action that Innofreak deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Innofreak policy and Innofreak reserves the right to take any such action even though such action may affect other customers of the Innofreak customer.

Innofreak and its, affiliates and associates shall not be liable, at any time for damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Service, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Service or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the service. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. You agree that Innofreak has no responsibility or liability including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by any Innofreak Service. You acknowledge and agree that no compensation shall be payable whatsoever with respect to the aforesaid by Innofreak. INNOFREAK MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

Actions Taken by Innofreak

The failure by a customer to meet or follow any of the TOU is grounds for account deactivation. Innofreak will be the sole arbiter as to what constitutes a violation of the TOU. Innofreak reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When Innofreak becomes aware of an alleged violation of its TOU, Innofreak will initiate an investigation. During the investigation, Innofreak may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Innofreak may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, Innofreak will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the TOU if it is illegal, irresponsible, or constitutes disruptive use of the Internet. Innofreak does not issue credits for any outages incurred through service disablement. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Innofreak

Indemnification

Innofreak customers agree to protect, defend, hold harmless, and indemnify Innofreak, any third party entity related to Innofreak (including, without limitation, third party vendors), and Innofreak's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries with the same parent company as Innofreak, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customers use of Innofreak's services.

Disclaimer

The Innofreak service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Innofreak expressly disclaims any representation or warranty that the Innofreak service will be error-free, secure or uninterrupted. No oral advice or written information given by Innofreak, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Innofreak and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Termination for Bankruptcy or Insolvency

If a customer becomes insolvent or any bankruptcy petition is filed by the customer, or any third party against the customer, Innofreak may immediately terminate provision of Innofreak's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against Innofreak in such event.

Modifications

Innofreak may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with Innofreak's services. Certain changes to Innofreak's services may affect the operation of customers' personalized applications and content. Each customer is solely responsible, and Innofreak is not liable, for any and all such personalized applications and content.

Backup of Data

Except where Innofreak has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and Innofreak is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, emails and patches to any software that customers use in connection with Innofreak services.

Third Party Licenses

Innofreak makes a reasonable effort to provide customers with technologies, developments, and innovations (collectively .Technologies.), part of which may be licensed, or co-branded, from or by, third party entities. However, Innofreak makes NO warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, validity, or continued existence of any or all aspects of such Technologies. Moreover, Innofreak specifically disclaims all warranties of merchantability and fitness for a particular purpose for such Technologies. Furthermore, no customer will hold Innofreak liable in any way for the revocation of any license, which has been licensed to

Innofreak. The use of the Technologies obtained from or through Innofreak, or any other referred third party, whether directly or indirectly, is at the sole risk of customers.

Non-Innofreak Products

Any mention of non-Innofreak products by Innofreak, its employees, or any third party entity related to Innofreak is for information purposes only and does not constitute an endorsement or recommendation by Innofreak. Innofreak disclaims any and all liabilities for any representation or warranty made by the vendors of such non- Innofreak products or services.

Innofreak's Intellectual Property

Customers will not, without Innofreak's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on Innofreak's web site, and customers will not use any of Innofreak's trademarks, service marks, copyrighted materials, or other intellectual property without Innofreak's express written consent. Customers will not, in any way, misrepresent their relationship with Innofreak, attempt to pass themselves off as Innofreak, or claim that customers are Innofreak

Assignment

Customers may not assign or delegate their rights or obligations under the TOU or other agreement for Innofreak's services, either in whole or in part, without the prior written consent of Innofreak

Minimum Age Requirement

Innofreak customers must be at least 18 years of age. Any individual under the age of 18 years (.Minor.) must have a parent or guardian accept the TOU in order for the Minor to become a Innofreak customer. A parent or guardian who accepts the TOU on behalf of a Minor will be primarily liable for ensuring complete and proper compliance with the TOU, including the timely and full payment of the charges for Innofreak services, and such primary liability will continue even when the Minor has attained the age of 18, unless the parent or guardian obtains Innofreak's express written consent to the contrary. Any acceptance of the TOU or any other agreement for Innofreak's services will be deemed null and void to the extent that Innofreak will not be liable in any way as a result of the Minor's age or legal incapacity or the Minor's use of Innofreak's services.

Governing Law and Severability

The TOU, and any other agreement for Innofreak services, will be governed by and construed in accordance with the laws of the State of Jharkhand, India without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and Innofreak will take place in Ranchi, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or portion of the TOU or other Innofreak

agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the TOU or the agreement will continue in full force and effect.

Force Majeure

Innofreak will not be liable for delays in its performance of the TOU or Innofreak services caused by circumstances beyond Innofreak's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or governmental restrictions (collectively .Force Majeure.). Innofreak will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

Independent Contractors

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between Innofreak and its customers. Each of Innofreak and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

Construction and Interpretation

Wherever in this TOU the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires. The division of the TOU into sections/paragraphs, and the insertion of headings/captions, are for convenience of reference only and will not affect the construction or interpretation of the TOU. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the construction or interpretation of the TOU.

Complete Agreement and Exclusivity

The TOU, and/or any other specific agreement for Innofreak services, constitutes the complete understanding and agreement between Innofreak and its customers. Except when expressly agreed to the contrary in signed writing by an authorized representative of Innofreak, the TOU supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This TOU, and/or any other specific agreement for Innofreak services is between Innofreak and its customers only and will not confer any rights in any third party except as otherwise expressly provided by Innofreak

Accounts

Personal hosting is restricted for individual use such as resumes, portfolio, personal home page. It does not include blog / forum / video / audio hosting.

D. All Innofreak Customer Billing Policy

The following Terms of Use constitute Innofreak's Billing Policy and apply to ALL Innofreak customers:

Payments

Innofreak accepts the following types of payment:

- Check/money order
- Credit card (VISA, MasterCard, American Express)
- Bank wire transfer
- Fund Transfer from bank accounts

All payments are due on the Account Statement Date. The Account Statement Date is the monthly anniversary of the date the account was activated. You are responsible for directly updating, or notifying Innofreak, of any changes to your billing details.

Accounts that are past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

Billing Cycles (Terms)

Innofreak offers Billing Cycles (terms) for hosting charges: Yearly (12 months). The Billing Cycle begins on the Plan Activation Date. Resellers are limited to the Yearly Billing Cycle for all of their charges.

You may elect to change your Billing Cycle at any time; however, the new Billing Cycle will only take effect at the time of the next plan renewal.

All additional features added to an account are charged yearly. Additional items are non-refundable.

Account Renewals

In order to insure uninterrupted service to your website, all plans has to be renewed. The customer has the sole responsibility to keep track of the expiry date and renew the

services well in advance at least 10 days before expiry. It is not the responsibility of Innofreak to give you any intimations in advance. It is confirmed by you that the responsibility of renewing the service will lie with you. The renewal of your account is subject to realisation of payment by Innofreak. Payment of account fee after expiry date does not guarantee the renewal of account with Innofreak. Innofreak cannot guarantee the renewal of account, if the payment is made after expiry date. Renewal of services such as domains, ssl certificates etc, involve companies, on whose activities, Innofreak does not have control over. Hence, Innofreak is not liable for interruption in services, loss of data, loss domain names, SSL certificates etc.

Statements

Innofreak does not mail paper invoices or statements. Statements can be viewed and printed through members area.

Fees

Returned (NSF) Checks-

Innofreak charges a Rs.200 fee for returned (NSF) checks. Customers that issue an NSF check will be required to submit future payments with a DD or money order.

Bank Account Payments

Innofreak charges Rs.50 for outstation checks, Account transfers.

Reactivation

Customers that wish to reactivate a closed account will be assessed a Rs.2000 reactivation fee. A Rs.200 fee will be assessed if Innofreak restores your data files to your reactivated account.

Cancellations

Hosting plans will automatically expire until a plan is renewed. In order to cancel service, you must contact Innofreak's Billing Team at billing@innofreak.com with proper payment details and account details. Please be aware that there are no pro-rated refunds after the first 30 days of service. No refund is available for Innofreak Start Up Account in the event of cancellation.

Cancellation requests must be received by Innofreak a minimum of thirty (30) days prior to the end of your Billing Cycle.

Innofreak will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact Innofreak as soon as possible.

Innofreak does not monitor, plans for problems related to domain name transfers, non-usage, Internic, your ISP, or any other secondary issues not directly related to Innofreak's

services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account. Innofreak reserves the right to cancel any account, at any time, without notice, for any reason Innofreak considers appropriate.

Billing/Price Changes

Innofreak's policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle.