Terms and conditions for Small Business Hosting

The terms of use below constitute a legal agreement between you (the Customer) and ExchangeGuru.net (the Company). Your agreement to be bound by these terms is acknowledged by your use of the Company Services, Support Services and/or any software made available to you by the Company.

1. Customer's Account Fees

    - Single Account Initial Fee

    The Company will charge the Customer the appropriate fee, depending on the Customer's order. The Customer chooses whether a domain name registration should be included in his/her account and the billing cycle for the account.

    - Renewal Account Fees

    Renewal account fees are due at the end of the pre-paid period for the account.

2. Additional Services and Products

The additional services and products, listed below can be provided by The Company upon Customer's request at the following terms:

    - Domain Names

    Free Domain Names

    The registration and the renewal of the Customer's domain name will be included in the initial and renewal fees for Small business Hosting account and will not be subject to additional fees only if the domain name meets all of the conditions below:

    1. The domain name registration is requested by the customer at the time of the initial account setup
    2. The domain name is used as the main domain for the hosting account throughout the duration of the hosting service
    3. The domain name has one of the following extensions: .com; .net; .org; .us; .biz; .info.

    In case of a legitimate refund request for an account, which includes a free domain registration by the Company, the customer is withheld $14.95/year for the domain name registration and if renewal of the domain is later requested by the customer renewal fee is due.

Other Domain Names

All domain names that are registered by The Company on Customer's request and do not meet the conditions for free registration and renewal above are subject to the appropriate fees depending on the number of domains ordered, the registration period and the domain extension. Renewal fees are due for all such domains at the end of the pre-paid period. Registration and renewal fees for such domain names are non-refundable.

Domain Name Transfer

The Customer can transfer a domain name to the Company. The domain transfer is possible only if the customer ensures that:

1. The domain name to be transferred is not in 'locked' Status.
2. The Customer has access to the administrative contact email for the domain.
3. The Customer provides the EPP code of the domain, for those domains that such a code exists.
4. There are more than 30 days left to the expiration date of the domain name.
5. The domain name was first registered more than 60 day ago.
6. The domain name has extension that the Company is able to register.

The Company charges the appropriate fee for the domain transfer, depending on the domain name extension. The fee is one-time and is non-refundable. The Company cannot be held responsible if a domain transfer is not successful due to the clients' failure to comply with the terms above. Renewal fee for any transferred domain converted into a primary domain are due at the end of the registration period for the Domain Name.

- Private SSL Certificate

The Company will charge the Customer the appropriate fee, depending on the Customer's order of SSL certificate. The fee is applied and should be paid on a per year basis. The fee is non-refundable and includes the following services:

a.   One year registration of an SSL certificate on the name of a company, specified by the Customer.
b.   Dedicated IP for the SSL added to the Customer's account.

Any SSL certificate can be used only with the domain name, specified by the Customer in the SSL certificate order form. The Customer is fully responsible for the correctness of the information filled in by him/her during the SSL certificate order process.

Renewal fee is due for the SSL certificate one year after the initial SSL certificate registration.

Renewal fee is due for each Addon Domain Slot one year after the initial addon slot order.

- Dedicated IP

Dedicated IPs can be added to each Customer's account. This is done only if the reason for the dedicated IP request is approved by the Company. In such a case the Company will charge the Customer the appropriate fee for the dedicated IP. The fee is applied and should be paid on a per year basis. The fee is non-refundable. Renewal fee is due for each Dedicated IP one year after the initial

- Additional Databases

Each Customer can order Additional MySQL or MSSQL Databases, as extra feature to his/her account(s). The Company will charge the appropriate fee for the additional databases, depending on the number and type of the databases ordered. The fee is applied and paid on a per year basis. The fee is non-refundable. Renewal fee is due for each Additional Database one year after the initial order.

The Small Business hosting account and additional services and products come with the features and prices, as described in the Small Business Hosting section on ExchangeGuru.net website on the date of the customer's payment. The Company reserves the right to decide if any changes made to the products, prices or discount policies after the Customer's payment should be applied to the Customer's account.

The Customer is solely responsible to provide all the needed information, so that The Company can provide the ordered service. If any information is missing after the order is submitted, the Company will request it from the Customer additionally. If the customer does not provide the requested information in 10 business days after the request is sent, the order will be cancelled with no refund.

The service fees do not include sales, use, transfer, privilege, excise or other taxes imposed by any taxing authority with respect to the Services provided hereunder. The Customer is solely responsible for paying all applicable taxes.

3. Service Cancellation By the Customer

Any service provided by The Company can be canceled only after the customer requested the cancellation with a customer support ticket submitted to the Billing Department through the Customer Helpdesk. The cancellation becomes effective 5 business days after the cancellation

request is received by the Company. If a renewal payment is billed by the Company after a cancellation request is received but before the cancellation became effective it will not be refunded.

If a Small Business hosting account is canceled by the client the client is eligible for a refund on the following terms:

1. The Company has received the cancellation request less than 30 days after the date of the initial payment for this account. Small Business Accounts cancelled by the customer more than 30 days after the initial payment are not eligible for refund.
2. The Customer will be refunded the money s/he paid for the hosting services excluding a setup and processing fee of $19.95. The setup and processing fee is always withheld in case of a refund, even if this fee was waived at the time of purchase.
3. If the Customer has registered a domain name during the initial hosting account order process the applicable domain name registration fee will be also withheld. The domain registrations fee is always withheld in case of a refund, even if this fee were waived at the time of purchase.

4. Service Cancellation by The Company

The Company may cancel any of its services, if the Company determines in good faith that this service has become impractical or unfeasible for any technical, legal, regulatory or other reason, by giving Customer as much prior notice as reasonably practicable. The Company may also cancel any of its services immediately with no prior notice and with no refund, if The Company determines in good faith that Customer's use of the service violates the terms of use.

5. Hosting Account Expiration

Each Customer's account might be suspended on the expiration date if no renewal payment is received by the Company before this date. A copy of the expired account will be kept by the Company for a maximum of 7 business days after the expiration date. Each expired account will be terminated and deleted if more than 7 business days have passed after the expiration date and no renewal payment is made by the Customer. The Company cannot be held liable for loss of data due to account suspension or termination after the expiration date.

6. Customer's Use of Traffic (Bandwidth)

Customer's account monthly traffic is limited in accordance with the Customer's hosting plan. If the monthly traffic limit is reached before the end of the month the Customer's account will be suspended until the beginning of the next month. Additional traffic can be ordered for the given month, so that account suspension is avoided. No traffic can be transferred from one month to another.

7. Customer's Disc Space Use

Customer's account disc space is limited in accordance with the customer's hosting plan. The maximum space allowed for an account on a shared hosting server is 5000MB.

Customer's Email Sending Quota

Each Customer's account is allowed to send a maximum of 400 emails per hour. Any account that exceeds this limitation is endangering the overall server performance. Failure by the Customer to comply with the email sending quota may result is a warning, suspension or possible account termination with no refund.

8. Customer's Use of Other Shared Resources

Customers should use the shared server resources in a way that does not endanger the quality of the overall server performance. Such resources include but are not limited to: Server Memory Usage, CPU usage, MS SQL server usage, mail server usage, web server usage etc. Simultaneous execution of too many scripts can also endanger server performance. Cron Jobs with execution period shorter than 30 minutes can also endanger server performance and will not be allowed. Failure by the Customer to use his account in compliance with the policy above may result in a warning, suspension or possible account termination with no refund.

9. Customer's Responsibilities related to his/her Account Confidentiality and Integrity

The Customer is responsible for maintaining the confidentiality of all login information related to his/her account, Control Panel, FTP and other account management tools.

The Customer is responsible for maintaining the security and the integrity of all the software applications that s/he chooses to be uploaded and/or used on his/her account. The Company cannot and will not be liable for any loss or damage arising from security bridged in any such software and application.

The Customer agrees to immediately notify The Company of any unauthorized use of his/her password or account or any other breach of security and to ensure that s/he logouts at the end of each session. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this policy.

The Customer is fully responsible for all activities that are performed through his/her account. The Company has the right to suspend or terminate any account, which does not comply with the terms of use, without prior notice and with no refund. The Company cannot and will not be liable for any loss or damage arising from account suspension or termination due to unacceptable use of the account, even if the Customer is not aware of and/or has not authorized such use.

10. Customer's Responsibilities Related to Actions that Cause Harm to The Company

The Customer is responsible not to engage in or to instigate actions that cause harm to the Company or other Customers. Such actions include, but are not limited to, actions resulting in blacklisting any of Company's IPs by the any online spam database, actions resulting in DOS attacks for any of the Company servers, etc. Failure to comply with this policy may result in a penalty fee, warning, suspension or possible account termination with no refund. The Company has the right to decide in good faith which actions cause harm as well as the size of the penalty fee or the severity of any other corrective action to be applied.

11. Customer's Responsibilities related to his/her account content performance

The Customer is solely responsible for the quality and performance of the Customer's account content uploaded by the Customer. Customer is also responsible to ensure that all aspects of the Customer's account content are compatible with the Company server's hardware and software. The specifications of the hardware and software are described in the customer's Control panel (Plesk) for each account. It is Customer's responsibility to keep his/her content compatible at all times. The Company cannot and will not be responsible for any malfunctioning of the Customer's content or any damages to the Customer's content caused by failure of the Customer to keep his/her content compatible with the hardware and software used by the Company.

12. Technical Support

The Company provides Technical Support to its customers at no additional fee only for hosting related issues. The Company has the right to decide what a hosting related issue is and to charge additional fees or refuse support for non-hosting related issues. Any fees paid by the Customer for providing non-hosting related support are non-refundable.

The Customer can requested technical support only by opening a ticket trough the Helpdesk system located in the Customer's area. The Company will have no liability to provide technical support if it is requested in any other way apart from the Helpdesk system. The Customer is solely responsible to use the appropriate Helpdesk category when posting a ticket. The Company will have no liability to respond to tickets opened in inappropriate categories.

The Customer must provide all information and access to facilities that the Company may reasonably require to provide the requested Technical Support. The Company cannot and will not be liable for any delays or increased costs or expenses associated with Customer's failure to provide any of such information.

The Company will act in good faith to provide the requested technical support in the time frame expected by the Customer and to achieve the results required by the Customer. However, the Company has no liability or obligation to complete the requested Technical support by any deadline or achieve any particular outcome or result.

The Company will have no liability or responsibility for any damage, loss of data, loss of use or other loss occurring in connection with the Company provision of Technical Support requested by Customer.

The customer should not abuse the Helpdesk system. Abuse of the Helpdesk system includes, but is not limited to, excessive number of tickets opened by a single customer, aggressive and/or harassing behavior, repetitive use of inappropriate categories for posting a ticket, etc. Any abuse of the Helpdesk system may result in warning, Helpdesk access restrictions, hosting account suspension or possible hosting account termination with no refund.

13. Backup Policy

The Company acts in good faith to create a backup copy of each customer's account on a daily basis. However, these copies are intended for the Company internal use only. The Customer is solely responsible for making backup copies of his/her web site and content. The Company has no liability or obligation to create, store or provide any backup copy to the Customer website and other content. The Company cannot be and will not be liable for any damage, loss of data, loss of use or other loss occurring because of lack of a copy of Customer's website and other content or having an outdated back up copy of Customer's website and other content.

14. 99.9% Server Uptime Guarantee

For annual downtime of more than 0.1% on the server(s), where the Customer's website is hosted, the customer will receive compensation if all the conditions below are met:

1. The Customer has used the Company hosting service for at least 12 months.
2. The server (s), where the Customer hosting account is located, experiences a total downtime of more than 0.1% in a period of 12 months after the account activation or during any of the consecutive 12-month periods.
3. The reason(s) for the server downtime occurrence(s) were NOT beyond The Company influences, which include but is not limited to: DOS attacks, Internet connectivity problems, electricity outage, and force majeur events like fire, flood, other natural disasters and acts of God, labor disputes, accidents, acts of war or terrorism, failure of any third party to perform any commitment relative to the server uptime, etc.
4. The Customer requests his/her compensation not later than 30 days after the 12 month period, in which there was a downtime bigger than 0.1%, has ended.

The Customer will be compensated with a credit equal to the fee he/she has paid for the hosting service pro rated by the number of hours in which the Service was interrupted because of the downtime.

15. The Company Services Ownership

The person/organization, whose information is filled in õMy Detailsö section in the Customer area is considered by The Company as the OWNER of the service. Initially this information is automatically filled by the Company using the information provided during the order process on the order page. If there is both an Organization and a person pointed out as owners, the priority is given to the organization. The change of ownership can be done at any time by changing the information filled in õMy Detailsö section in the Customer area by the current owner. The owner is solely responsible for any change to this section.

The Company will contact the Owner in any event connected with the ordered service. The Company will also consider the Owner as the only one authorized to make requests to The Company connected with the ordered service.

This person/organization, who pays for the ordered service is considered the PAYER of the service and is NOT considered as owner of the service unless one of the following is true::

1. The Owner is the same as the Payer
2. The Owner has contacted The Company and agreed that the ownership is transferred to the Payer.

In case the OWNER is different from PAYER, the Owner is obliged to inform the Payer about the The Company ownership policy.

Any dispute about ownership that can arise will be settled by the Company based on the ownership policy described above. The Company will consider a court decision overruling in case of ownership dispute, and will always comply with such a decision.

16. Disclaimer

The Customer understands and agrees with the fact that the Company does not control and is not responsible for the content of data, scripts, or other information passing through the Company's host computers, network hubs and points of presence on the Internet. The Company cannot be liable for the content of any data transferred or stored by any customer or customer's customers via the services provided by the Company.

The Company Services are provided on an as is, as available basis and are used at the customer's own risk. No warranties related to the Company services are made, including but not limited to warranties of merchantability or fitness for a particular purpose. The Company makes no warranties that its services will not be interrupted or will be error free. The Company does not guarantee that any specific results can be obtained by using its services. No kind of advice or information, written or oral, given by a Company employee, owner or agent can be viewed as a warranty of any kind. The customer understands and agrees that the Company cannot compensate the customer with a value exceeding the total price the customer has paid for the services.

The Company reserves the right at its sole discretion to refuse or cancel service. Violation of any of the Company Terms could result in a warning, suspension, or account termination.

In case of any lawsuit against the Company, resulting from a Customer's violation of the law or the above Terms and conditions, the customer will pay all damages, as well as the attorney fees.