

## **WEBLIN TECHNOLOGIES TERMS OF SERVICES**

### **A. General**

This is an agreement between you and Weblin Technologies regarding your use of Weblin Technologies, computers, interactive information and communications("the / this Agreement"), in addition to the following policies.

- i. This Agreement sets out the terms and conditions under which Weblin Technologies makes its services available to users.
- ii. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account.
- iii. By using our services, you agree to comply with our Policies and Procedures, including this Acceptable Use Policy (AUP).
- iv. You are expected to use the Internet and other networks and services access through the services with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use.

### **B. Fees and Payments**

- i. Your account will be set up as soon as we receive payment and our payment partners have screened the order in case of fraud. Providing false contact information will result in discontinuation of services.
- ii. You agree to pay Weblin Technologies, in advance of the time period during which services are provided. You agree that until and unless you cancel your recurring payments to Weblin Technologies, those services will be billed on a recurring basis and the monies used for those services.
- iii. Any account not paid in full 24 hours after the due date will be suspended.
- iv. You will be charged a one time fee if you are permanently suspended for us to send you files if you request them.
- v. Any abuse may be subject to, while rare, a penalty. Said abuse can include but is not limited to getting our IP's blacklisted.
- vi. After purchasing any service you are subjected to a 14 days refund period, this refund can not be claimed for domain names, Server Hosting, Virtual Servers or website designing service. For a refund to be valid the user should have submitted valid problems related to our hosting service.

### **C. Content**

Weblin Technologies can not be held liable for any content hosted here against any law. Weblin Technologies does it's best to remove unlawful content, but some may go unnoticed. Unlawful content may consist of

- i. Adult Content/ Child Pornography (Legal adult content is acceptable.)
- ii. Warez
- iii. Illegal Downloads (mp3's, videos, etc.)
- iv. Cracked/Pirated Software
- v. Hacking Programs/ How to Hack

- vi. Illegal Sales (controlled substances, bombs)
- vii. Fraudulent Sites

#### **D. Usage**

- i. Due to the nature of a shared web hosting environment, Weblines Technologies reserves the right to ask customers to upgrade or correct issues pertaining to upgrade their shared web hosting package, or to correct issues on their shared web hosting package, should it adversely affect the network or server performance for the majority of our hosting customers.
- ii. We do not warrant our services. There will be no account credits for any downtime or losses incurred, we highly recommend that you back up your data daily. We back up all data on weekly basis just in case of server break down or Natural Calamities on Our DC.
- iii. The Weblines Technologies shared web hosting platform is intended for hosting a website with relevant content and function for a personal or small business without the concern of traffic overages. The use of the service should not be indicative for large scale enterprises or applications where a dedicated server would be more suited.
- iv. Any shared services abusing disk I/O or causing load issues for other customers on the server will be suspended and notified.
- v. We reserve the right to disallow the use of any service that could be used for spamming such as IRC
- vi. We reserve the right to block/filter or throttle ports and/or ip address ranges at our discretion. This may include blocking port 6667(IRC) , denying access from known spamming IP address range, and limiting the speed of certain traffic types such as VOIP, Shoutcast, or Proxy.
- vii. You must not use our services to break any Laws.

#### **E. Bulk SMS / Email Marketing**

- i. The Service enables a Paying Customer to send and receive SMS and / or other format messages, and use Our other mobile messaging services, as set out as part of Your online registration.
- ii. You are not allowed to use the Service to send messages to any end-user for marketing purposes without that end-user's explicit request for or prior consent to receiving them. If you are sending any message for commercial purposes to any of Your end-users , You must give those end-users the right to opt out of receiving any further messages sent by You for commercial purposes (and You shall promptly process any end-user's election to opt out);
- iii. You are not allowed to use the Service or permit the Service and / or the Free Service to be used for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character or nature;
- iv. You are not allowed to use the Service in a manner that infringes the intellectual property rights or any other proprietary rights of any third party.
- v. You are not allowed to use the Service in a manner that may injure or damage any person or property or cause the quality of the Service and / or the Free Service to be impaired.
- vi. You are not allowed to send Spam SMS, failure to do so will result to service suspension or termination
- vii. No refunds will be subjected due to service suspension.
- viii. You will at all times during the continuation of the Agreement; Send only messages that comply with all applicable laws, regulations and Codes and that contain nothing which is likely to cause offence in view of the generally prevailing standards of decency and propriety from time to time;

#### **F. Changes and Acceptance**

- i. Upon acceptance of these terms you are opting in to email and mobile phone (sms and phone calls) communication between Weblin Technologies and you the subscriber
- ii. Weblin Technologies may, at times with reasonable notice to Customers, revise or amend its current Hosting Packages offerings relating to price, features, traffic allocations and disk sizes.
- iii. Weblin Technologies reserves the right to add, delete, or modify any provision of this Policy at any time without notice.
- iv. We reserve the right to disclose any of your information to law enforcement agencies without consent from subscriber upon lawful request.
- v. We can not guarantee That the Service and / or the Free Service will be available to You at all times or free from faults or interruptions
- vi. Your acceptance of these terms is assumed upon signing up for any of our service.

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