



## Terms of Service (ToS)

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## PAYMENTS AND REFUND

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All payments need to be made in advance. The clients will receive an email notification when the payments are due. They can pay using the online payment gateway or PayPal or direct bank transfer.

The listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes and cess will be added to FlexiCloud's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.

The service would be suspended if the payment is not made within the due date. Once suspended, the account can be reinstated only after paying all outstanding dues and late fees, within a reasonable time (at the discretion of FlexiCloud). Non-payment for two consecutive months will result in cancellation of the service and deletion of data from our servers.

If the payment is not made in by the payment due date, FlexiCloud will levy a late payment fee, which will be 10% of the bill amount.

## REFUND

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We provide a 30-day money back guarantee for new Users if you are not satisfied with our services. This is valid for new Users only. If you have an existing account with FlexiCloud, your next accounts will not be considered as new User(s). If switch from your existing account and create a new account, you will not be eligible for the promotions, offers and refunds that are applicable for new Users. If you are terminated for any violations listed in this ToS, you will not be eligible for any refund.

## REFUND ELIGIBILITY

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1. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. Violations of this Agreement will waive your rights under the refund policy.
2. Non-refundable Products and Services.
3. There are no refunds on dedicated servers, administrative fees, and installation fees for custom software.
4. Domain name purchases are non-refundable. If the domain name was ordered in conjunction with a hosting package, the refund will be issued after deducting the domain name charges at the market value or purchase value, whichever is higher.
5. Refunds on promotional offers, discounted sales, and packages will be issued at the sole discretion of FlexiCloud.

## SERVICE

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In exchange for the fees you pay in advance, we will host your website on one or more of our servers, so long as you abide by the terms and conditions that are set out on this page, and in any other agreements that relate to the services we may provide to you. We will provide the services according to the specifications listed for the hosting package you select during the signup process.

## BACKUP POLICY

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FlexiCloud Hosting will keep backups for the previous seven days in the server, which can be downloaded from the backup section of your cPanel. We will make every attempt to retain backups on our Shared Hosting and Reseller Hosting servers. However, as with any data storage systems, backups can fail. We encourage you to perform your own backups on a periodic basis or use services that permit Users to electronically transmit or upload content directly to the User Web site. User shall be fully responsible for uploading all content to the User Web site and supplementing, modifying and updating the User Web site, including all backups. Any file over 40MB in size will not be backed up onto our backup servers and in the event of server failure, will not be recoverable.

FlexiCloud Hosting shall not be responsible for any damages to the User Content, the User Web site or other damages or any malfunctions or service interruptions caused by any failure of the User Content or any aspect of the User Web site. User is solely responsible for making back-up copies of the User Web site and User Content. FlexiCloud Hosting does not maintain backup copies of User Web sites or e-mail. FlexiCloud Hosting cannot guarantee that the contents of a Web site will never be deleted or corrupted, or that a backup of a Web site will always be available. Users should always copy all content of their Web site to a local computer and FlexiCloud Hosting strongly suggest that Users make an additional copy (on tape, CD, multiple floppies, another desktop, or elsewhere) to ensure the availability of the content.

## ACCEPTABLE USAGE POLICY

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FlexiCloud Hosting strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for: Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited. Hosting of files or other data that infringes on another's copyright or other intellectual property rights. Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort. Uploading or linking to any content that violates another's right of publicity or privacy. Distributing hate speech, or any other content that is obscene, abusing, which could be considered libelous and defamatory. Hosting, storing, or distributing child pornography. If any such content is found and brought to our

attention, the proper law enforcement agencies will be notified. Hosting large amounts of data not specifically tied ("linked") to your hosting account. FlexiCloud Hosting encourages users looking for file storage/backup solutions to seek other services that specialize in this.

All services provided by FlexiCloud Hosting may only be used for lawful purposes. The customer agrees to indemnify and hold FlexiCloud Hosting from any claims resulting from the use of our services. Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. If you believe that your copyright or trademark is being infringed upon, please email to [abuse@FlexiCloud.in](mailto:abuse@FlexiCloud.in) with the information required. Examples of unacceptable material on all Shared servers include: IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, file dump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), affiliate servers, topsites, commercial audio streaming (more than one or two streams), Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited. Offering video and/or audio streaming or downloads, MP3 Files, Games and shareware is also not permitted on any FlexiCloud Hosting server.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Examples of unacceptable material on Dedicated servers include: Pirated Software / Warez, Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited.

FlexiCloud Hosting services, including all related equipment, networks and network devices are provided only for authorized customer use. FlexiCloud Hosting systems may be monitored for all lawful purposes, including ensuring that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of FlexiCloud Hosting system(s) constitutes consent to monitoring for these purposes.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice. Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via support ticket/email and will have a response within 48 hours. If in doubt regarding the acceptability of your site or service, please contact us at [abuse \[at\] FlexiCloud Hosting](mailto:abuse@FlexiCloud.in) and we will be happy to assist you. Potential harm to minors is strictly forbidden, including but not

limited to child pornography or content perceived to be child pornography. Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Violations will be reported to the appropriate law enforcement agency. It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to be as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

All files over 10MB must be linked from files within the same account and also publically available through any domain name attached to your account. Large files (files over 10MB) should not take up more than 40% of the data on your hosting account.

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#### SPAM POLICY

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We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice. Please read [www.FlexiCloud.com/Hosting/mail-policy](http://www.FlexiCloud.com/Hosting/mail-policy) for our generalized mail policy. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated. FlexiCloud Hosting reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion. FlexiCloud Hosting reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of FlexiCloud Hosting.

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#### DCMA

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In accordance with the Digital Millennium Copyright Act, we have adopted a policy to suspend or terminate the accounts of website owners found to be in violation of copyright. We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of users who may be repeat infringers.

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent (identified below) the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of here the material that you claim is infringing is located on the site;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

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#### SERVICE AVAILABILITY

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We will attempt to provide the services 24 hours a day, 7 days a week for as long as you have paid for them. Sometimes, however, for a number of reasons, the services may be unavailable to you. You must recognize and acknowledge that due to the nature of web hosting technology, occasional unavailability of the services cannot be avoided. Sometimes there are equipment malfunctions. At other times we undertake periodic maintenance procedures or repairs. Still other times, there are causes beyond our control like power failures, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network traffic and other occurrences. We have not promised to provide you with uninterrupted service.

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#### INDEMNIFICATION

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If FlexiCloud Hosting is sued or threatened with a lawsuit from a third party because of something you do with the services, or as an affiliate, you agree to pick up the tab if FlexiCloud Hosting is found liable or pays to settle the dispute. In legal terms, this is called "indemnification." Not only do you agree to reimburse FlexiCloud Hosting for what it pays to satisfy a judgment or settle a case, you also agree to pay FlexiCloud Hosting's reasonable attorney's fees and all other costs FlexiCloud Hosting incurs.

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#### DISCLAIMER OF WARRANTIES

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You may have noticed that up to this point these terms of service have been kind of easy to read and understand. But our lawyers tell us that this section, dealing in the disclaimer of warranties, has to retain its legalese style. Sorry about that. FLEXICLOUD HOSTING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. FLEXICLOUD HOSTING MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. FLEXICLOUD HOSTING DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to you.

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#### LIMITATION OF LIABILITY

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Here is another section that has to retain its legalese. Simply stated, what this section is saying is that if something goes wrong, FlexiCloud Hosting cannot be held liable for it. IN NO EVENT SHALL FLEXICLOUD HOSTING BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES, YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF FLEXICLOUD HOSTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states may not allow such a broad exclusion or limitation on liability for damages as contained in these terms of services. In those states, our liability is limited to the full extent permitted by law. You agree that in no event shall our maximum aggregate liability exceed the total amount paid by you for the services in dispute purchased from us, or, in the event of liability of FlexiCloud Hosting due to your enrolment in the affiliate program.

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#### THIRD PARTY SERVICES

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FlexiCloud assumes no responsibility or liability whatsoever for the Third-Party Products and Services.

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#### CHOICE OF LAW AND PLACE TO RESOLVE DISPUTES

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You irrevocably consent to the exclusive jurisdiction and venue of the state courts in Kochi, Kerala, India, for all disputes arising out of or relating to these TOS or the Services that are heard in court.

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#### VALIDITY OF TOS

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This TOS is the entire agreement regarding your use of the Services and it supersedes any prior or concurrent communications or agreements between you and FlexiCloud regarding the Services.

## CHANGE IN TERMS

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Due to our evolving business, and the changing nature of the web hosting industry, these terms of service may change. We will post the changes here, and your continued use of the service means you accept the changes we have made.

**Last Updated on 22 Sep 2018**