

## Terms of Service

Written by Administrator  
Monday, 20 September 2010 18:04 -

---

Company: Terms of Service

This document applies automatically to all of MEHRA MEDIA HOSTING clients upon subscription to any of the services provided including subscription through a third-party or any commercial partner. By subscribing to MEHRA MEDIA HOSTING's services, you accept the policies listed in this document & accept to respect them.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the Company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Subscriber agrees that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the Company. Subscriber further acknowledges that the Company's liability for its own negligence may not, in any event, exceed an amount equivalent to charges payable by Subscriber for services during the period damages may have occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

The parties recognize that money damages may not be an adequate remedy for any breach or threatened breach of any obligation hereunder, by Subscriber. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, MEHRA MEDIA HOSTING shall be entitled to an injunction or other equitable relief against any such continued breach by Subscriber of such obligations. In any action proceeding brought by MEHRA MEDIA HOSTING on account of such breach by Subscriber, Subscriber agrees not to require that MEHRA MEDIA HOSTING post a bond or prove that money damages are not an adequate remedy.

Subscriber agrees that MEHRA MEDIA HOSTING will not be liable to customer for lost profits, lost opportunities or lost data, or any incidental, indirect, special, consequential or punitive damages under any circumstances whatsoever, even if customer has been advised of the possibility of such damages.

In no event shall the aggregate amount of any damages payable to subscriber from MEHRA MEDIA HOSTING for all claims arising from the breach of this agreement) exceed the amounts paid by customer to MEHRA MEDIA HOSTING under this agreement.

A web hosting service is a type of Internet service that offers individuals and organizations the opportunity to host their own websites, and to store information, images, video, or other content accessible via the World Wide Web. A Storage Service Provider (SSP) is a company that provides computer storage space and related management services. MEHRA MEDIA HOSTING offers only web hosting services.

### General

MEHRA MEDIA HOSTING agrees to provide services described in the service order(s)

## Terms of Service

Written by Administrator  
Monday, 20 September 2010 18:04 -

---

signed by the parties to the customer subject in the following Terms of Service. Use of MEHRA MEDIA HOSTING services constitutes acceptance and agreement to these Terms of Service and all attachments. MEHRA MEDIA HOSTING will make all reasonable efforts to provide a quality service to the Customer.

### Bandwidth services

MEHRA MEDIA HOSTING will provide to the Customer: Internet connectivity, IP addresses & Internet traffic services (collectively, the "Bandwidth services") as specified in the Service Order.

### Shared & Reseller web hosting

The customer agrees to use bandwidth as described in the Acceptable Usage Policy. Customers are allowed to transfer the number of gigabytes specified during signup and may utilize no more than ten percent of their monthly transfer allocation during a single 24 hour period. Additional transfer will be billed at \$1.50 per gigabyte.

### Dedicated & VPS services

The Customer agrees to use bandwidth as described in the Acceptable Usage Policy and agrees that bandwidth shall not exceed the number of gigabytes per month for the Services ordered by the Customer on the Service Order Form and that number of gigabytes is the sum of the incoming and outgoing data transfer for a period of 1 month. MEHRA MEDIA HOSTING will monitor the Customer's bandwidth usage and shall have the right to take corrective action if the Customer's bandwidth usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges based on the per gigabyte price stated on the Service Order.

### IP addresses

Any IP Addresses allocated to the Customer by MEHRA MEDIA HOSTING must be maintained by the Customer in an efficient manner as deemed by ARIN and utilized at 80% within 30 days of assignment by MEHRA MEDIA HOSTING to the Customer. Failure to comply with this Section may result in the revocation of IP Addresses by MEHRA MEDIA HOSTING after five days notice to the Customer. MEHRA MEDIA HOSTING shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to the Customer by MEHRA MEDIA HOSTING. MEHRA MEDIA HOSTING reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. The Customer can obtain up to 8 IP addresses for free. All IP requests must be fully justified. Personal shared web hosting clients can not obtain a unique IP address.

### Suspended accounts

Service interrupted for a suspended account is subject to a \$25 unsuspend charge. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

## Terms of Service

Written by Administrator  
Monday, 20 September 2010 18:04 -

---

### Other services

Upon request by the Customer, MEHRA MEDIA HOSTING may at its option, provide the Customer with technical and non-technical support, such as equipment reboots, troubleshooting, DNS and other support, in connection with the Customer's use of the Customer Space and Bandwidth Services. The Customer agrees to pay the hourly rate of 80\$ USD for those other services.

### Installation, removal, replacement, maintenance and access to equipment

MEHRA MEDIA HOSTING is the owner of the equipment used by the customer and grants a licence to use this equipment. The Customer has no rights on the equipment. Physical access to the equipment by the Customer is strictly prohibited.

### Late Payment

Service will be interrupted on past due accounts after a 7 days notification. Service interrupted for nonpayment is subject to a \$25 reconnect charge. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

### Changes

Upon 30 days or greater written notice prior to the end of the initial commitment, MEHRA MEDIA HOSTING may change any fees payable under this Agreement.

### Term and termination

The term of this Agreement shall begin upon the date the server is installed and made available to the customer and shall be for the prepaid period stated in the Service Order.

### Service downgrades and upgrades

Service downgrades (for instance, when changing to a hosting package that offers fewer options) will take effect at the account's anniversary date only (an account anniversary date corresponds to the day of the month at which an account was opened. For instance, if an account was opened on September 8, this account may be modified on the 8 of each month). Service upgrades, however, may take effect at any time.

### Refund policy

We have a very simple refund policy. If you cancel your account within 30 days, you will be provided with a full refund excluding setup & domain registration fees (\$15.95).

### Payment obligation

## Terms of Service

Written by Administrator  
Monday, 20 September 2010 18:04 -

---

Upon account activation, MEHRA MEDIA HOSTING reserves space, equipment and resources for the customer's needs. The Customer must pay its account even if he is not making any use of it.

### Backup copies

MEHRA MEDIA HOSTING will make all possible efforts to provide a backup mechanism and keep complete backup copies of all shared hosting solutions. However, the customer must keep a personal backup copy of its software, sites, databases and all hosted content. MEHRA MEDIA HOSTING should not be held responsible of any loss of data or data corruption.

### Responsibility of Content

The customer is solely responsible for the content stored on and served by his shared web hosting account or reseller web hosting account or dedicated server.