



# 1667, Phase - V, Mohali  
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• Software Solutions • Web Designing • Web Hostings • Domain Name Booking • Corporate Presentation • Computer Systems & Peripherals • Structure Cabline

## **Terms of Service Contract**

**BUZZ Infosystems**, referred to this agreement as service provider having its principal place of business at #1667, Phase-5, Mohali.

WHERE AS Client requests the provider to host Client's website, both parties agree as follows:

Buzz Infosystem seeks to provide you with top quality technology and service thus allowing you the opportunity to administer your own web site on the World Wide Web (WWW) in the most efficient and effective way possible. We continually upgrade our servers, network, and support to help you achieve your goals in hosting.

Buzz Infosystem reserves the right to refuse service to anyone at any time. In no event shall Buzz Infosystem be liable for any loss, loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages, which result from this termination of services.

- **Web-site Content:** Your content will remain on your virtual or dedicated server and is not available to any other entity. You have the right to retain on your virtual or dedicated server: any and all files that you seek to hold that do not violate the following rules. Customers are prohibited from transmitting on or through any of Buzz Infosystem's, any material that is, in Buzz Infosystem's sole discretion: unlawful, obscene, threatening, abusive, libelous, encourages criminal mischief, gives rise to civil liability, or otherwise violates any local, state, federal, or international law and/or treaties. In short, Buzz Infosystem's services may only be used for lawful activities.

Buzz Infosystem does not allow connection to, or use of, any software or 'bots' for IRC or the reselling of 'shell accounts'. These are deemed as a high security risks and if found will result in account suspension or termination with no refunds under any circumstances.

Putting up material taken from other sites and sources (like magazines, newspapers, TV Channels etc.) without approval is strictly prohibited. The material includes text, images, videos, data or any other material which is not provided as "free to use" is used without the consent of the real owner of the content.

- **Pornography:** Buzz Infosystem has a zero tolerance policy on pornography. This includes, but is not limited to, child pornography, bestiality, hard-core pornography, and others not allowed by law. Buzz Infosystem does not seek to abridge any user rights, but we uphold any and all laws applicable to the content of sites hosted on our servers and/or network. Buzz Infosystem reserves the right to deny service without cause for sites with adult content that we deem violates local, state, or federal law. Buzz Infosystem does take an active role in monitoring all sites via the web for content that does not comply with the preceding guidelines. Buzz Infosystem specifically retains the right to make the final decision in any matter relating to site content.

- **Network:** Our servers were designed to give you the maximum freedom of administration and access to the Internet at the lowest cost available. Our network usage is open to all Buzz Infosystem users. High Network traffic or throughput is not a problem at Buzz Infosystem, but extreme network traffic or extreme uploading and downloading can create problems. Your maximum throughput allowed by your website is an estimate of your usage. You are allowed to exceed your maximum usage if total usage at the end of the month will not cross the double what you have been allotted. If you know in advance due to advertising, publicity, or general interest that your throughput will exceed 2 times the amount allowable by your plan, please contact us in advance. This will ensure no downtime and maximum availability of your website at all times. We can upgrade you to another service plan or make other arrangements to save you money and to ensure your site is available at all times.
- **Cracking/Hacking:** Buzz Infosystem's customers may not use our network to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks or directly violating the security policy of another organization. Customers are also not allowed to interfere or deny service to any user, host, or network by flooding, mail bombing, or attempts to overload or crash the host network. Any violation of the network guidelines set forth will result in deactivation of your services without refunds.
- **Mass Mailing:** Our mass mailing rules also apply to mailing lists or mailing services you may contract with. Our policy is very clear and simple in this respect; we do not allow mass mailing of any kind from our server. It may be SPAM or not as per your view point. Our mail servers are tuned for normal business communication and not for bulk mailing. It does not matter if you have a huge client base and want to send a news letter to them. If you want to send bulk mail, please do not sign up with us. Buzz Infosystem strictly doesn't allow any kind of mass mailing.
- **Spam:** Buzz Infosystem has a zero tolerance policy on SPAM, Junk E-mail or UCE. Spam, Junk-mail and UCE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail message, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. UCE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of the Buzz Infosystem's servers and/or network. Violation of the above terms will result in one or all of the following:
  - A warning from Buzz Infosystem's personnel by E-Mail or Telephone (if volume/severity of SPAM is low).
  - NO warning from Buzz Infosystem (if volume/severity of SPAM is high).
  - Removal of DNS for the advertised/originating site
  - Temporary shutdown of the website/server or a block on outgoing mail
  - Permanent disconnection of service WITHOUT REFUND.
  - Immediate disconnection of service with no re-activation

If your actions have caused Buzz Infosystem's servers or IP Addresses to be placed on ANY black hole lists and other mail filtering software systems used by ISP's and Web Hosting companies around the world, you will be assessed a \$1000 USD charge to your account and \$250 USD per hour for administrative charges incurred to remove and protect our servers and/or IP Addresses.

- **Copyright Infringement and Software Piracy:** During the term of the hosting contract, Buzz Infosystem grants Customer a non-transferable, non-exclusive license to use the Software, in object code form only, for its internal needs, to be used solely on the Hardware provided in case of dedicated server, and solely in conjunction with the Services. Customer agrees that it will not, directly or indirectly copy the Software installed on the dedicated server, except as is necessary to install on Hardware and for internal, archival purposes.

- **Backups:** We strongly encourage all of our customers to take their own backups on their own computers or CDs to ensure you have ready access to your data in the event, we should have a hardware failure. Though we do not expect anything like this to occur, we want you to be prepared in the event that it does. Please kindly take backups of your all files. Please maintain the back up of your all important mail by downloading them to your local email client like outlook express. We do not guarantee your backups IN ANY WAY. We do take care of our servers and data in it, we have a disaster recovery in place and keep backups in place, but the customers are responsible for their backups.
- **IP Addresses:** Buzz Infosystem may assign and allow the use of IP addresses to the customer for the length of the contract. These IP addresses are the sole property of Buzz Infosystem or its network provider, are non-portable, and will be retained after service has ceased. Buzz Infosystem does reserve the right to change the customer IP address designation at any time. The use of an IP Address outside of your assignment will result in a \$250 per hour administrative fee to restore correct IP addressing. This is also viewed as a breach of network security and your account will be taken offline until the problem is resolved.
- **Suspension:** Buzz Infosystem specifically reserves the right to suspend network service to your account at our discretion. Suspension will only occur for violation of our Terms of Use, non-payment for services or by request of legal authorities Suspension will only occur for the absolute minimal amount of time to resolve the issue at hand.
- **SERVICE INTERRUPTIONS:** Customer understands and agrees that occasional temporary interruptions of any Internet Services may occur as normal events in the provision of the Internet Services. Buzz Infosystem agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will Buzz Infosystem be held liable for any financial or other damages due to such interruptions. In no event shall Buzz Infosystem be liable to Customer or any other person for any special incidental, consequential or punitive damages of any kind, including, without limitation, refunds of fees, loss of profit, loss of income or cost of replacement services.
- **LIMITATION OF LIABILITY:** Buzz Infosystem's liability (including, for purposes of this paragraph only, any of its employees, agents, or representatives), to Customer (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement or Service Orders or the provision of any Services under Service Orders (including, without limitation maintenance and support) shall be limited to the amount of fees paid by Customer to Buzz Infosystem under this Agreement within one year preceding the date Customer contends its claim arose. In no event shall Buzz Infosystem be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory of liability. This limitation will apply even if Buzz Infosystem has been advised of, or is aware of, the possibility of such damages.
- **DISCLAIMER OF WARRANTIES:** Buzz Infosystem specifically disclaims all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, any written materials by Buzz Infosystem, or information on Buzz Infosystem's web site, shall be for informational purposes only and, whether delivered or disseminated before or after the date of this Agreement, shall not create any express or implied warranties, guarantee of performance, or contractual obligations. Buzz Infosystem also reserves the right to change prices for no reason, and at any time.

Any violations of the above policies will result in immediate suspension of services and/or termination of your service. By signing into a hosting contract with Buzz Infosystem you agree to be bound by these policies, terms and conditions.