

Web Hosting
Domain Registration
Reseller Hosting
Windows Hosting
Linux Hosting
Jsp Hosting
Bulk SMS Service

Terms and Conditions:

- 1.** The use of Websites Designed / Developed / Hosted / Maintained / Promoted / Supported by HP Software Technology Pvt. Ltd. services is subjected to the Terms and Conditions mentioned hereunder. By accepting our services, you are agreeing to use the Service with these terms and conditions under all applicable laws and regulations. Any dispute or controversy shall be exclusively subject to Indore Jurisdiction.
- 2.** You agree that under any circumstances, the amount of compensation claimed because of any reason would be according to discussion prior to commencement of HP Software Technology Pvt. Ltd. services.
- 3.** You agree & accept that all services provided by HP Software Technology Pvt. Ltd. would commence only after complete payment of the agreed amount.
- 4.** You agree and confirm that HP Software Technology Pvt. Ltd. may at our sole discretion, change the Pricing Structure at any time without prior intimation.
- 5.** The violation of the terms & conditions will result in cancellation of services and no refund will be made.
- 6.** Non-usage of the service does not entitle you for a refund of any portion of the payment made to us for this service.
- 7.** You agree that you will not use the HP Software Technology Pvt. Ltd. Web Services for illegal purposes or for the transmission of material that is unlawful.
- 8.** You also agree that you will not use the HP Software Technology Pvt. Ltd. Web Services for the transmission of material that is harassing, abusive, threatening, harmful, vulgar, obscene, or invasive of another's privacy.
- 9.** You agree not to use excessive CPU resources, using excessive disk space, attempting to gain access to root and other clients' accounts (hacking), installing continuously running programs, and reselling CGI scripts.

- 10.** You further agree that you are solely responsible for your content and you acknowledge that HP Software Technology Pvt. Ltd. acts as a passive conduit for the distribution and transmission of your data.
- 11.** You represent and warrant the content you provide to HP Software Technology Pvt. Ltd. (a) does not infringe on HP Software Technology Pvt. Ltd. or any third party's intellectual property or proprietary rights or rights of publicity or privacy; (b) does not violate any law, statute, ordinance or regulation; (c) is not defamatory, trade libelous, pornographic or obscene; or (d) does not contain viruses or other similar harmful or deleterious programming routines. If you violate this provision you will be penalized up to and including termination of your rights to use the service and any other remedies available to HP Software Technology Pvt. Ltd. by law.
- 12.** HP Software Technology Pvt. Ltd. will monitor the Emails/ Business Queries in order to track the search engine performance & no data with regard to this would be disclosed to any third party. On your special request, the monitoring could be removed but after such an act, HP Software Technology Pvt. Ltd. would not be in a position to forward any performance report of your website.
- 13.** You acknowledge your right to use the Service is personal to you. You are entirely responsible for maintaining the confidentiality of your password and account. You shall be fully liable for all use of your account, including any unauthorized use of your account by any third-party.
- 14.** You agree that HP Software Technology Pvt. Ltd. has no responsibility or liability including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by any HP Software Technology Pvt. Ltd. Web Services.
- 15.** HP Software Technology Pvt. Ltd. makes no warranty that the service will be uninterrupted, timely, secure or error-free. Certain links on the Service lead to resources located on servers maintained by third parties over whom HP Software Technology Pvt. Ltd. has no control or connection, business or otherwise. These services are external to HP Software Technology Pvt. Ltd. and by visiting these; you are outside the HP Software Technology Pvt. Ltd. web service and its channels.
- 16.** HP Software Technology Pvt. Ltd. neither endorses in any way nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity, availability of any of the goods or services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visiting and transacting on these services.
- 17.** In the event of non-payment of any services, HP Software Technology Pvt. Ltd. reserves the right to re-sell the Domain, Layout & all other related material to any third party or use itself, including the Domain/ Content / Structure/ Layout and all other related material without any

intimation & no further correspondence in this regard would be entertained.

- 18.** All amounts paid to HP Software Technology Pvt. Ltd. are non-refundable/ non-transferable under any circumstances.
- 19.** If any check issued in favor of our company is bounced then it will cause penalty of Rs 250/-
- 20.** HP Software Technology Pvt. Ltd. reserves the right to add / change / modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to use services provided by HP Software Technology Pvt. Ltd. reserves the right to modify, suspend/cancel, or discontinue any or all channels, or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained/ not contained on the site without prior notice.

Limitation of Liability:

You agree that HP Software Technology Pvt. Ltd. includes without limitation, HP Software Technology Pvt. Ltd. directors, officers, attorneys, managers, employees, consultants, contractors, agents, subsidiaries, affiliates, registries, third-party providers, merchants, licensors, or the like, or anyone else involved in creating, producing, or distributing HP Software Technology Pvt. Ltd. services will not be liable to you or anyone else for any loss that may occur due to any:

- a)** Loss of registration of a domain.
- b)** Use of your domain.
- c)** Access delay or access interruption to HP Software Technology Pvt. Ltd. registration system.
- d)** Non-delivery or miss delivery of data between you and HP Software Technology Pvt. Ltd. and/or between HP Software Technology Pvt. Ltd. and the registry.
- e)** Event beyond HP Software Technology Pvt. Ltd. reasonable control.
- f)** Processing of the application.
- g)** Processing of any modification to the record associated with your domain; Suspension or cancellation of your registration by HP Software Technology Pvt. Ltd..
- h)** Application of any dispute resolution provision herein.

HP Software Technology Pvt. Ltd. will not be liable for any indirect, special, incidental, or consequential damage of any kind, including, without limitation, loss profits, regardless of the form of action, whether in contract or tort.

Domain Name Services:

By accepting our Domain Name Services, You agree to all the terms & conditions published on this page, including:

- a)** Domain Name Registration services are subject to the terms & conditions published at the registrar website, which could be access at, direct internet solution Pvt. Ltd., or as applicable for your domain.
- b)** The service is for 1 year or any additional period that is paid for and thereafter. HP Software Technology Pvt. Ltd. will intimate you on the

renewal of the service that is due but it is not the responsibility of HP Software Technology Pvt. Ltd. to give you such intimations in advance. It is confirmed by you that the responsibility of renewing the service will lie with you. After domain getting expired, HP Software Technology Pvt. Ltd. reserves the right to re-sell the Domain, & all other related material to any third party or use itself, including the Domain/ Content / Structure/ Layout and all other related material, without any intimation & no further correspondence in this regard would be entertained.

- a) You acknowledge and agree that the service will commence only after complete payment of the agreed amount.
- b) By submitting a Domain to HP Software Technology Pvt. Ltd. for Registration, you are also warranting that you have the authority and legal capacity to enter into this Agreement.
- c) You, as a buyer hereby authorize HP Software Technology Pvt. Ltd. to list itself as the registrant, give its billing, technical & administrative contacts and name its servers in connection with your domain name / e-mail address and to take any actions HP Software Technology Pvt. Ltd. deems appropriate in these capacities.
- d) If any domain is moved or transferred from our company panel it will take transfer charge of Rs 800/-.

Website Hosting & Maintenance Services:

By accepting our Domain Name Services, You agree to all the terms & conditions published on this page, including:

- a) We undertake to provide you 99.8 % server uptime all the time.
- b) The service is for 1 year or any additional period that is paid for and thereafter, HP Software Technology Pvt. Ltd. will intimate you on the renewal of the service that is due but it is not the responsibility of HP Software Technology Pvt. Ltd. to give you such intimations in advance. It is confirmed by you that the responsibility of renewing the service will lie with you.
- c) You acknowledge and agree that the service will commence only after complete payment of the agreed amount.
- d) By submitting a Domain to HP Software Technology Pvt. Ltd. for Registration, you are also warranting that you have the authority and legal capacity to enter into this Agreement.
- e) In the event of non-payment of any services beyond the stipulated time, HP Software Technology Pvt. Ltd. reserves the right to re-sell the Domain, Layout & all other related material to any third party or use itself, including the Domain/ Content / Structure/ Layout and all other related material without any intimation & no further correspondence in this regard would be entertained.
- f) Only in the condition of server maintenance or any technical fault the site may not work.

Website Designing / Development Services:

By accepting our Domain Name Services, You agree to all the terms & conditions published on this page, including:

- a) We design / develop websites / applications as per your specifications. Under the design process, we offer unlimited updates/ changes till you are satisfied with the final outcome OR, as per the contract terms.
- b) You acknowledge and agree that the service will commence only after complete payment of the agreed amount.
- c) The Complete Content on your website is owned by you. You agree to indemnify and hold harmless HP Software Technology Pvt. Ltd., its parent, affiliates and associates, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit or as a result of any copyright/ intellectual property / any other rights violation. This indemnification obligation will survive the termination or expiration of this Agreement for whatever reason.
- d) HP Software Technology Pvt. Ltd. Web Submission & Online Promotion Services are subject to Search Engine Guidelines which could be accessed at individual search engine sites. We do not guarantee any Priority Listing / Domain Listing in any search engines. We optimize web sites for better search engine visibility & hence generate better results for all of our members.
- e) Our charges do not cover internet bandwidth, internet connection or licensed Software's for Development or deployment.
- f) Once we handover the control panel we will not be responsible to login password, back up and all the data within.

E-mail Services:

By accepting our Domain Name Services, You agree to all the terms & conditions published on this page, including:

- a) To provide the personalized e-mail / domain name, you hereby authorize HP Software Technology Pvt. Ltd. to acquire your selected domain name / e-mail address.
- b) Spamming is an offence and not permitted. Spamming includes the transmission of any form of mail that can be interpreted as junk mail or mail generated via a distribution list, which the recipient has not specifically requested. You acknowledge and confirm that you will not use your Mail account for the transmission of "junk mail," "spam," "chain letters," or unsolicited mass distribution of email. You agree that you will not use the HP Software Technology Pvt. Ltd. Mail service for illegal purposes or for the transmission of material that is unlawful.

- c)** You also agree that you will not use the service for the transmission of material that is harassing, abusive, threatening, harmful, vulgar, obscene, or invasive of another's privacy.
- d)** You agree not to use excessive CPU resources, using excessive disk space, attempting to gain access to root and other clients' accounts (hacking), installing continuously running programs, and reselling CGI scripts.
- e)** You further agree that you are solely responsible for your content and you acknowledge that HP Software Technology Pvt. Ltd. acts as a passive conduit for the distribution and transmission of your data.
- f)** You represent and warrant the content you provide to HP Software Technology Pvt. Ltd. Mail:
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 - Is not defamatory, trade libelous, pornographic or obscene;
 - Does not contain viruses or other similar harmful or deleterious programming routines.
- g)** If you violate this provision you will be penalized up to and including termination of your rights to use the service and any other remedies available to HP Software Technology Pvt. Ltd. by law.
- h)** HP Software Technology Pvt. Ltd. will not monitor, edit, or disclose the contents of your Mail account or your mailbox, except for the business queries generated through the website, that User agrees HP Software Technology Pvt. Ltd. may do so:
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 - To protect the rights or property of HP Software Technology Pvt. Ltd. or others.
 - To identify or resolve technical problems or respond to complaints about the service.
- i)** HP Software Technology Pvt. Ltd. and its parent, affiliates and associates shall not be liable, at any time for damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Service, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Service or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the service. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability,

completeness, suitability or applicability of the information to a particular situation.

- j)** You agree that HP Software Technology Pvt. Ltd. Mail service has no responsibility or liability including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by any HP Software Technology Pvt. Ltd. Mail Service.
- k)** You acknowledge and agree that no compensation shall be payable whatsoever with respect to the aforesaid by HP Software Technology Pvt. Ltd.
- l)** HP Software Technology Pvt. Ltd. Mail SERVICE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. Certain links on the Service lead to resources located on servers maintained by third parties over whom HP Software Technology Pvt. Ltd. has no control or connection, business or otherwise. These services are external to HP Software Technology Pvt. Ltd. and by visiting these; you are outside the HP Software Technology Pvt. Ltd. web service and its channels.
- m)** HP Software Technology Pvt. Ltd. neither endorses in any way nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity, availability of any of the goods or services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visiting and transacting on these services.
- n)** You agree to indemnify and hold harmless HP Software Technology Pvt. Ltd., its parent, affiliates and associates, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit or as a result of any transaction done on or through this site.
- o)** You agree that your obligations to indemnify under "Indemnity" in the HP Software Technology Pvt. Ltd. Terms & Conditions any claim or demand associated with your domain name / e-mail address.
- p)** The Agreement shall be governed by the Laws of India. The Courts of law at Indore shall have exclusive jurisdiction over any disputes arising under this agreement.
- q)** These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.