

Terms Of Service

The following Terms of Service ("TOS," "Terms" or "Agreement") apply to your use of our website and all services, features and/or content provided by HostPug Web Services ("HostPug Web Services," "us," "our"). HostPug is the trade name of HostPug Web Services. By purchasing one or more Services from HostPug Web Services, you declare that you have read, understood and agree to be bound by this TOS. The latest version of our TOS is always available on the HostPug Web Services website. It is essential that you read this TOS prior to purchasing any Service(s) from HostPug Web Services.

Customer Agreement

The TOS apply to all Services provided by HostPug Web Services to you throughout the entire Term or Renewal Term. All customers should agree on all terms and conditions stated prior to their signing up for any of the hosting plans and services mentioned on HostPug Web Services. You shall agree to use only licensed and legal third party softwares in connection with your use of our services. HostPug Web Services reserves the right to suspend or cancel a customer's access to any or all services provided, at any time, or when HostPug Web Services decides that the account has been inappropriately used or otherwise.

Content

- HostPug Web Services reserves the right to refuse service and/or access to its servers to anyone. The services provided by us must be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law or regulation is prohibited.
- The activities listed below are meant to provide you with examples of activities and content that are strictly prohibited.
- Topsites, ponzi or pyramid schemes, prime banks programs, bank debentures/bank debenture trading programs, cryptocurrency/bitcoin miners, forex, e-gold, proxy, bots, spam bots, mail bombers, port scanners, IP scanners, mail harvesting scripts, brute force scripts, chat rooms, banner rotators, file dumps, using disk space as secondary storage, sales of illegal pharma, drugs, explosives, anonymous or bulk sms gateways, malware, warez, phishing materials, lottery, gambling, illegal downloads, pirated software distributions, escrow, high yield investment programs, adult thumbnail galleries/banner exchanges, streaming or broadcasting of live copyrighted events. Websites promoting illegal activities or linking to other websites that promote illegal activities.
- Website content that promotes or advocates human trafficking in any way shape or form as determined by HostPug Web Services's sole discretion, sites that promote prostitution, or escort services.
- Any website found to host child pornography, link to child pornography or exploitative content will be suspended immediately without notice or warning.
- Adult materials – Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of HostPug Web Services.
- Embedding or uploading audio/video/high resolution images on website or linking to other websites that promotes audio/video/high resolution images.
- Illegal Material - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any regulation or material that is perceived to be misleading.
- Warez - This includes, but is not limited to, pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing and encrypting of any of the above. It also includes any sites which provide "links to" or "how to" information about such material.

- Games - We strictly do not allow to host any kind of games on our servers. Your hosting account would be immediately terminated if we found any gaming related stuff in your hosting account.
- IRC Hosts - Hosting an IRC server that is part of or connected to another IRC network or server or have a connection to an IRC network. Servers or Virtual hosting accounts, found to be connecting to or part of these networks will be immediately removed from our network without notice. The server would not be reconnected to the network until such time that you agree to completely remove any and all traces of the irc server, and agree to let us have access to your server to confirm that the content has been completely removed. Any server guilty of a second violation would result in immediate account termination.

HostPug Web Services reserves the right to deem any other content or literature as "prohibited" if found to be indecent, rude, hate content & generally unacceptable.

In compliance with DMCA act, HostPug Web Services has adopted procedures for parties who believe that a hosted site on our service is infringing their copyrights. All copyright complaints must be submitted to abuse@hostpug.in

Abuse Of Resources

- Any attempts to compromise or actual compromise of a network device belonging to HostPug Web Services or any other company, individual, or other entity is strictly prohibited. This offense also includes port scanning, IP range scanners and vulnerability scanning. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.
- Denial of Service (DOS) attacks directed at HostPug Web Services, or any attempts to launch a Denial of Service attack from our servers are strictly prohibited. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.
- Hosting any software, source code or any other material that is illegal or could be used to commit an illegal act is strictly prohibited. This includes but is not limited to software exploits; exploit source code, hacking tutorials, hacking tools, viruses and Trojans, bomb making and similar device tutorials. All infractions and or suspected infractions will be vigorously investigated and may result in immediate termination of service.
- The hosting of material that infringes on any copyright, trademark and or service mark is strictly prohibited. This also includes the storage and transmission of pirated movies, music, software, ring tones or anything else considered "Warez". Any authentic complaint received will be investigated and may result in termination of service.
- The hosting of defamatory, scandalous, or private information about a person without their consent, intentionally inflicting emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
- Any attempts to undermine or cause harm to any of our servers is strictly prohibited. We hold no responsibility for the use of our clients' accounts. Any account that abuses the resources and actions are not taken to desist the activity, calls for immediate deactivation without any refund.
- Any site using what we deem to be using excessive CPU cycles or any resources that cause strain to other sites may also be offered new terms (i.e., upgrade). Although we offer 99% up time we can not fully guarantee this, this is due to the updates and up-gradation we carry out which is also a part of our maintenance.
- If any client is in any way disrespectful towards any member of the HostPug Web Services staff we have full right to remove them from our services without any refund.

Unsolicited commercial e-mail/Unsolicited bulk e-mail (SPAM)

- Use of our service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violation of this SPAM policy will result in severe penalties.
- Upon notification of an alleged violation, we will initiate a full scale investigation during which, we may restrict customer's access to the network to prevent further violations.
- If a customer is found to have violated our policy, we may, at our sole discretion, restrict, suspend or terminate the guilty hosting account. Further more, we reserve the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. We will notify law enforcement officials if the violation is believed to be a criminal offense.
- Anyone using our service to host websites or services that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their account(s) immediately suspended and an administrative fee of \$100.00 will be charged to your account.
- The account will not be unsuspended until such time that you agree to remove any and all traces of the offending material immediately upon reconnection. First violations of this policy will result in a warning and your account will be reviewed for possible immediate termination. A second violation may result in an immediate termination of your account and the administrative fees will be \$200. Severe violations may result in immediate and permanent removal of the account(s) from our network without notice to the customer.
- We have a zero tolerance policy for the use of our service towards posting of messages or commercial advertisements which violate the rules, regulations, or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
- We also prohibit hosting of publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason what-so-ever.

Bandwidth

Hostpug Web Services offer Unlimited Bandwidth with All the Shared/Reseller/VPS/Dedicated Server Plans. If we found any Account/VPS/Server Eating/Using Bandwidth more than the 1TB Per day You should consider Upgrading Your Packages as per your Usage needs. We have rights to place the account on suspension in case of any account/domain/Server is Eating more than 1 TB Per day

VPS Rules

We generally recommend a control panel to manage and operate the VPS. All customers who have a Unmanaged VPS would have to configure the DNS, user accounts, mail accounts and other such activities pertaining to the configuration of such VPS' themselves. The support team will not be responsible for this.

Commercial Advertising- Email (SPAM)/UNSOLICITED COMMERCIAL EMAIL (UCE)

- Spamming, sending unsolicited emails from our servers or using email addresses that are maintained by us is STRICTLY prohibited and will qualify your site for immediate deactivation with no refund. HostPug Web Services would be the sole arbiter as to what constitutes a violation of this provision.
- In order to ensure that our shared servers, cloud & vps nodes as well as dedicated server hardware node give us optimum performance we have set limits on the number of outgoing mails which can be sent per hour. Accordingly, shared & reseller customers would be allowed to send 150 outgoing mails per hour, Customers having VPS/Dedicated can able to set their Limits But in case of any Spam complaint Received Those VPS/Dedicated Port 25 Will be Blocked and in case of multiple Abuse cases we have rights to keep such services on Suspension until you resolve the spam issue
- We do not guarantee Inbox email delivery with any of our hosting plans.

Backup Policy

- Your use of the Services is at your sole risk. You agree to back-up all of your User Content so that you can access and use it when needed. HostPug Web Services does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
- You as a HostPug Web Services User agree that in no case, HostPug Web Services can be held responsible for the loss of data in any circumstances.
- We do take weekly twice backups (3 Days once) But we can't assure which accounts are being backup by the process. We recommend you/your clients to maintain an local backup or you can consider taking some Remote Backup Solution "CodeGuard"
- We Hostpug Web Services are not responsible for any type of data loss happen in any cases on the Server.
- We don't backup cPanel accounts which exceeded 3GB On the total cPanel Disk usage
- Clients using cPanel Backup Manager tool for backups should download the backup from the server and delete it. Weekly once, all the backup files are removed from the server without any notification. You are not allowed to use the hosting space to store backups.

Domain Policy

- **Domain Registrations:** No refund is applicable once the domain is registered.
- **Domain infringement:** You cannot register a domain name that is similar to a trademarked domain/a domain similar to a brand and is engaged in a business providing similar goods or services. Any person trying to register such domain name will be held liable for infringement of Trademark. Example: saleamazon.in , flipkartbazar.in and more..
- **Domain Renewal:** We will send you reminders to renew your domain one month before the expiry. For failure or delay in the renewal of a domain, we are not responsible. Once a domain is renewed no refunds will be given.

YOUR HOSTING KINGDOM

Unlimited Policies

- **What "Unlimited" means** Unlimited Disk Space/Bandwidth/Website Plans. This means that we do not set a limit on the amount of bandwidth, websites or disk space you may use in the normal operation of a personal or small business website, provided it complies with this Agreement. However, in the event your service usage or content presents a risk to the stability, performance or uptime of our servers, data storage, networking or other infrastructure, you may be required to upgrade to a VPS, or we may take action to restrict the resources your website is utilizing.
- **What "Unlimited" DOES NOT mean** HostPug Web Services employs complex mechanisms to protect its hosting Subscribers and systems from any kind of abuse. HostPug Web Services's "Unlimited" hosting offering is not for single or few hosting subscribers to unfairly or adversely impact the experience of other hosting Subscribers. HostPug Web Services's service is offering shared hosting service, which means that multiple hosting Subscriber's websites are hosted from the same server and share server resources. HostPug Web Services's service is designed to meet the typical needs of small and medium sized businesses across globe. It is NOT intended to support the sustained demand of large enterprises, or non-typical applications better suited to a VPS or a dedicated server. HostPug Web Services will make every commercially reasonable effort to provide additional resources to Subscribers who are using their website(s) consistent with these Terms, including moving Subscribers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Subscribers, HostPug Web Services does place automated safeguards to protect against any website growing too quickly and adversely impacting the system until HostPug Web Services can evaluate said sites resource needs.

- **Unlimited Hosting Space; excessive SQL Database** HostPug Web Services does not set any specific limits on the amount of disk space a hosting subscriber can use for their website, nor does HostPug Web Services charge additional fees based on an increased amount of storage used, provided the hosting subscriber's use of storage complies with these Terms. Please note, however, that the HostPug Web Services service is designed to host websites. HostPug Web Services does NOT provide unlimited hosting for online storage, videos, images, audio, games, installers, executable files, backups, or archiving of electronic files, documents, log files, web spider or indexer, irc, torrent, file sharing, peer-to-peer activities, testing environment etc., and any such prohibited use of the Services will result in the termination of hosting subscriber's account, with or without notice. Accounts with an excessive database size (i.e., more than 1 GB) negatively affect the performance of the server. HostPug Web Services may request that the database size be reduced to ensure proper performance or may disable the Subscriber's account, with or without notice. Hosting subscriber's can create multiple databases however size of each database should not be more than 1 GB.
- **Unlimited File Transfer** HostPug Web Services does not set any limits on the amount of visitor traffic a website can receive or on the amount of content a hosting subscriber can upload to his/her/its website in a given month, nor does HostPug Web Services charge additional fees based on increased use of bandwidth, as long as the hosting subscriber's use of the Services complies with these Terms. In most cases, a hosting subscriber's website will be able to support as much traffic as the hosting subscriber can legitimately acquire. However, HostPug Web Services reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other hosting subscribers.
- **Unacceptable Resource Usage**
 - Run cron entries with intervals of less than fifteen (15) minutes.
 - Run any MySQL queries longer than thirty (30) seconds.
 - Using more than the Allocation resource will result your website with Resource Limit Exceeded error. We will check for such logs weekly once and Accounts with high number of Faults (Exceeded) will be suspended and Given with Single IP Access until It was optimized to use Below. If we get such type of exceeds multiple times you should consider taking VPS/Dedicated Server as per your Usage needs
 - The Email usage should not exceed 2 GB Per cPanel.
 - "Unlimited" usage policies and definitions apply only to shared and reseller hosting accounts..

CPU & Disk Usage

- The space on the Shared hosting server can only be utilized for web files, and hosting a user's website. This space should not be used for media storage or for storing other data such as storing electronic files, saving website backup, FTP host or for demo purposes. We hold the right to inspect every shared hosting account for extra utilization of disk space, CPU and other resources that may be violated of this Agreement or the AUP.
- We may terminate access to the Services at our sole discretion, or takedown or erase User Content for those accounts considered to be in violation of these Terms and Conditions and other policies. Dedicated and VPS usage limits will depend on the amount of resources allocated to the plan that you have purchased.

Reseller Terms and Client Responsibility

- Using a shared hosting account to resell web hosting to others is not allowed. Reseller hosting plans to be considered if you want to become our reseller.
- Resellers must assure that each of its clients, follow this Agreement.

- Resellers are completely responsible for supporting their clients including customer service, billing and technical support. We are not liable to provide support to Reseller Users. Any assistance needed for the client's issue must be reported by the reseller on the user's behalf.
- Resellers are solely responsible for any content that is stored or transferred under their reseller account and the actions of their Users. We may hold any reseller responsible for any activity from their client's account that violates the law or our Agreement.
- The Company shall not be kept liable for the acts or omissions of our resellers. The reseller hereby promises to indemnify the Company to and against any and all claims brought by any Customer resulting from the actions or omissions of the reseller.
- The Company retains the right to review our Reseller plan anytime necessary. Changes shall take place as posted publicly or at any later date as the Company can designate.

Uptime Guarantee

- Any service interruptions or downtime due to scheduled maintenance by HostPug Web Services or our network providers will not count towards the uptime guarantee.
- HostPug Web Services is not liable in any way for failure of third party services.
- HostPug Web Services will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the Services.

Account Security

- You are responsible for any misuse of your account therefore, you must take steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach the security of another account or attempt to gain unauthorized access to another network or server.
- Your password provides access to your account. It is your responsibility to keep your password secure.
- Sharing your password and account access with unauthorized users is not recommended. You should take care and prevent others from using your account since you will be responsible for the consequences.
- Attempting to obtain another user's account password is strictly prohibited, and will result in termination of service.
- You must adopt adequate security measures to prevent or minimize unauthorized use of your account.
- You may not attempt to circumvent user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. Users who violate systems or network security may incur criminal or civil liability. HostPug Web Services will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
- It is your duty to make sure all the programs/scripts installed under your hosting account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or 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. You are required to 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 or update your password before suspending your account.

- The Services, including all related equipment, networks and network devices are provided only for authorized customer use. We may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be scanned, examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
- Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. We may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
- Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by us of an ongoing issue, we reserve the right to keep your account disabled. Upon your request, we may clean-up your account for an additional fee.
- We reserve the right to migrate your account from one data-center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

Billing Policies

- If paying via credit card, debit card, net banking, PayPal the account will be setup immediately once the payment is confirmed. If you are paying By UPI/NEFT/IMPS We will activate the order once we confirmed the Payment
- The 7 day money back guarantee is only applicable for first-time signups. Second time and subsequent sign-ups are not eligible for the same. For instance, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.
- Refund is not applicable on Domain registration/transfer/renewal, VPS & Dedicated Server, CodeGuard, SiteLock, Dedicated IP, WHMCS License, Blesta License, Weebly Site builder and other addons we provide The modifications done in pricing pattern or policy by the software license company will take effect immediately on HostPug Web Services clients.
- The money back guarantee is provided on Shared hosting, Reseller hosting Only
- No refund will be made if your Service(s) are suspended or terminated for cause.
- The refund will not cover any kind of taxes, setup fees, refund processing fee, postal charges or any kind of payment processing charges or bank fee(s). There will be no refunds issued in case the web hosting account was involved in violation of our terms of service or any kind of illegal or system resources over-usages or after 7 days period or beyond coverage of our refund policy as noted here.
- If the web hosting service includes free domain name, and you cancel the web hosting service, the domain charges (standard rate as per website) would be deducted from the refund amount. If the refund amount is less than the domain name price, you will have to pay the difference or forfeit the domain. The ownership of the domain will remain with HostPug Web Services if you fail to pay the difference amount.
- Transfer fees would be applicable, if you wish to transfer the free domain name to some other provider. Without transfer fees the domain will not be released.
- One free WHMCS Starter or Blesta license is included in reseller hosting plan (PUG1/PUG2/PUG3). WHMCS starter license allows you to manage upto 250 clients. You can upgrade the WHMCS license from us by paying the appropriate license cost. If the reseller hosting plan is cancelled within first 7 days then WHMCS Starter (10\$) or Blesta license (7\$) cost will be deducted from the refund amount.
- The payments made through UPI/NEFT/IMPS To our Bank Directly are non-refundable. Refund will be added as credit to the hosting account.

- The refund request placed after 7 days will not be processed and you will not be eligible for any refund.
- The cancellation request should be sent through client area.
- After sending the cancellation request, it would take 7 to 15 Business days to complete the refund process.
- Unpaid invoices may result in the suspension or termination of your web hosting account. Your suspended account will only be restored after clearing the outstanding invoice after which you will be able to access your data.
- If your account gets terminated, the data residing on it won't be restored and will be treated as a new account. If you fail to renew your subscription on time you will be charged on your invoice.
- We will not activate new orders or activate new packages for customers who have an outstanding balance on their account.
- Every Services will be suspended on the next day of your due date and terminated on the 5th day from your service due date. So its your responsibility to Do payment in time to avoid any service suspension/termination

Account/Service Termination

Your hosting account at HostPug Web Services can get terminated due to following reasons:

- **You decide to discontinue**
At any point of time, during your subscription, if you no more want to continue with our services and want to place a cancellation request with immediate termination, your hosting account will be suspended right away and will be terminated within 24 hours.
- **Cancellation upon expiration**
If you place a cancellation request to discontinue our services after your subscription expires, your hosting account will be suspended at the end of the subscription and will be terminated within 24 hours (after the expiration date).
- **You did not renew**
In case you fail to renew your hosting account on the due date, your hosting account will be suspended after 24 hrs and will be terminated within 5 Days (after the expiration date).
- **You violate our Terms of service**
If you violate our terms of service during your subscription period at HostPug Web Services it will result in immediate account suspension and termination. As soon as we've been notified about the violation of service, we would usually take instant action.
- **Potential fraud**
We have an anti-fraud system that monitors all the orders as soon as they are placed. During such an occurrence, we will carry out a verification process manually. In this process, if we ask for certain information and it is not provided the account suspension and termination will be done immediately.
- **A Dispute or ChargeBack**
During the violation of our Terms of Service, we would initially suspend and give a 7 days timeframe to resolve the concern with HostPug Web Services before the termination occurs. If still, it remains unsolved termination of your hosting account will take place.

Note: It is advised to maintain a back-up copy of your hosting account to avoid losing your data because of the termination. All your files will be deleted from the server, once your hosting account is terminated and HostPug Web Services shall not be liable for the same.

Jurisdiction

The laws of the Republic of India shall govern this agreement. In any event of dispute the area of Jurisdiction would be Salem, Tamilnadu only..

Hostpug Web Service have rights to Change the Agreement/Refund Policy/Privacy Policy/Plan pricing anytime.You will be notified about the Policy changes and an Copy of Agreement will be attached on your Order confirmation Email with Each Orders.

By Using our Services You are agreed to all our Agreements and Policies. Violation of our Agreements/Policies will result in Account Suspension/termination with/without any Notification

Date : 19/Feb/2021

