



Shared Hosting Terms of Service

3WDirect, provides web hosting services to subscribers around the world. The following terms of service are designed to provide the highest level of service available.

Content

All services provided by 3WDirect, are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any United States Federal, State or Local law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material that jeopardizes national security, or material protected by trade secret or other laws. The subscriber agrees to indemnify and hold harmless 3WDirect, from any claims resulting from the subscriber's use of 3WDirect's services which damages the subscriber or any other party.

Note: Pornography and sex related merchandising are prohibited on any 3WDirect, shared account. This includes sites that may imply sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to 3WDirect servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of prohibited content or links include (but are not limited to):

- IRC Software
- Pirated software
- Hacking sites, programs or archives
- Warez Sites
- Distribution of music files or any other material in which the account holder does not own the copyright.
- Adult Sites
- Game Servers (dedicated game server programs)



3WDirect will be the sole arbiter as to what constitutes a violation of this provision.

Content that does not meet these standards will be removed without prior notice to the subscriber.

Housing of any of the following files is considered a violation of the terms of service:

IRC – We currently do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies – We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

PortScanning – We do not allow any kind of portscanning to be done on or from our servers or network.

Commercial Advertising – Email –

- High volume email deployments of any type are not permitted with any 3WDirect shared account.
- Spamming, i.e. the sending of unsolicited email, from any 3WDirect server or any server located on the 3WDirect network is STRICTLY prohibited. 3WDirect will be the sole arbiter as to what constitutes a violation of this provision. This also includes Optin Optout mail programs and mail that either directly or indirectly references a domain contained within an account at 3WDirect.
- Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by 3WDirect customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing or selling lists of email addresses from 3rd parties for mailing to or from any 3WDirect-hosted domain, or referencing any 3WDirect account, is prohibited.



- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks is prohibited.
- Email address cultivating, or any unauthorized collecting of email addresses without prior notification of the email address owner is strictly prohibited.
- Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org is prohibited.

ShoutCast Servers – We do not allow Shoutcast Servers due to bandwidth and load issues.

Background Running Programs – We ask that users request permission before enabling persistent background processes of substantial load.

PHP Shell – PHP Shells or any likeness thereof are prohibited. Files with any reference to PHP Shells or likeness thereof are prohibited.

Server Abuse – Any attempts to undermine or cause harm to a 3WDirect server or subscriber of 3WDirect is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System



- Interfering with, intercepting or expropriating any system, data or information
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

You will be held responsible for all actions performed by your account whether it be done by you or by others.

All sub-networks of 3WDirect, and all dedicated servers must adhere to the above policies.

Scheduled Maintenance and Downtime

3WDirect will use its commercially reasonable efforts to provide services 24 hours a day, seven days a week. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond 3WDirect's control or which are not reasonably foreseeable by 3WDirect, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. 3WDirect will provide at least 48 hours advance notice to the subscriber for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. 3WDirect has no responsibility for downtime resulting from a user's actions. Also, the 100% network uptime guarantee does not apply for shared accounts.

Any violation of 3WDirect's Terms of Service Agreement shall result in no refund.



Limitations on Use

Any account using 15% or more of the server CPU or memory can be suspended and/or terminated.

Any account that uses excessive amounts of bandwidth can and will be subjected to bandwidth throttling.

Background Processes. Unauthorized background processes shall result in immediate termination of the account. 3WDirect maintains the right to cancel accounts at its discretion.

Account Setup, Termination, and Billing: The account will be charged on the day the order is processed, regardless of the account billing date. The account will not be charged again until the next month's billing cycle. Billing dates are on the first and 15th of every month.

Check Orders: Accounts for subscribers who wish to pay by check will be setup when the check is received by 3WDirect.

Disabling of accounts due to overdue payment: Accounts will be disabled if payment is not received within 14 days of the invoice date. If your account has been disabled, you may be charged a reconnection fee of up to Rs.2000.00 in order to re-enable your account.

Termination of accounts due to overdue payment: If the account is not paid within 30 days of the invoice date, the account will be terminated and all information within the account will be deleted.

Cancellation Procedure: Valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, billing information in the form of a partial credit card number or other payment information, or the billing password. Non-secure information, such as the contact email address or account billing address, is not sufficient as a security verification.



Parked Domain Names: There is a one-time fee of INR2500 for parking additional domain names. This fee is nonrefundable.

Virtual Domain Names: Additional domains that point to a sub folder (Virtual Domains) are INR500 per domain per month. This is a nonrefundable fee.

Domain Name Transfers: 3WDirect shall not be held responsible for domain transfers. The account holder is responsible for completing any necessary domain name transfers.

Courtesy Services for Customers

All services such as backup and Cpanel are provided for the courtesy of the subscriber. It is the sole responsibility of the subscriber to maintain the subscriber's own backup of any data. 3WDirect is not responsible for lost data or for lost data due to third party software that is not maintained by 3WDirect programming staff. (Cpanel is not associated with 3WDirect.)

Limitation of Damages

Recovery of damages from 3WDirect may not exceed the amount of fees it has collected on the account.

General

- Terms Of Service are subject to change without any prior notification.
- These Terms of Service are a legally binding contract between the subscriber and 3WDirect.
- By opening an account, the subscriber agrees to the above-stated terms.
- Anything not listed in the Terms of Service is open to interpretation and change by 3WDirect administrators without prior notice.
- All prices, with the exception of the 30-day money back guarantee, are nonrefundable and nonnegotiable.



- The 30-day money back guarantee does not pertain to Virtual Dedicated and Full Dedicated server plans.
- Any violation of these Terms of Service will result in termination of the account. 3WDirect maintains the right to terminate accounts without prior notification.
- We reserve the right to remove any account with 15 days prior notice.

Dispute Resolution

ANY SUIT, ACTION OR PROCEEDING CONCERNING SERVICES/DISPUTES MUST BE BROUGHT IN JURISDICTION OF COIMBATORE, STATE TAMILNADU, INDIA AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THERE FROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.