



TERMS OF SERVICE

3wdirect.com ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of 3WDirect Service constitutes acceptance and agreement to 3WDirect's AUP as well as 3WDirect's TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of 3wdirect.com and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber/customer understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Tamilnadu, India

Disclosure to Law Enforcement: The AUP specifically prohibits the use of our service for illegal activities. Therefore, customer/Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, history, account use, etc. to any law enforcement agent who makes a proper written request without further consent or notification to the customer/Subscriber. In addition 3WDirect shall have the right to terminate all services set forth in this Agreement.

Service Rates: Customer/Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to customer/ Subscriber. Customer/Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.



Payment: Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service or, on the annual renewal date in case of services purchased annually.

Payments are accepted only in the form of crossed Demand Drafts, Cheques, Credit Cards or any other payment option communicated by company. Charges for all services are payable prior to the beginning of each service period. Failure to pay in no way relieves the customer obligations to make full payment.

3WDirect retains full rights to charge for or alter specifications or discontinue any of the services/features offered under the various schemes at any time, without any prior notice.

It shall be our endeavor to set-up the server within 3 working days of the receipt of completed form along with the payment (realization). If however, there is a delay for any unforeseen circumstances, the customers are requested to kindly bear with us. Additional or customized services are available at extra cost as applicable and mentioned in the hosting scheme.

You accept that your account may be temporarily or permanently suspended without any prior notice or information to you in any event of non-payment from your side for any of 3WDirect's services.

Payments and Fees: Checks and Drafts returned for any reason are subject to returned item charge. Service will be interrupted on accounts that reach 7 days past due. Service interrupted for nonpayment may be subject to a reconnect charge fixed at the sole discretion of 3WDirect. Accounts not paid by due date may be subject to a late fee at the sole discretion of 3WDirect. If you desire to cancel your account, please raise a ticket in the member control panel 30 days in advance. Failure to notify cancellation in advance would result in services billed and payable for the next period..



Failure to Pay: The Company may temporarily deny all services provided or terminate this Agreement upon the failure of customer/Subscriber to pay charges when due. Such termination or denial will not relieve customer/Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Renewals

All necessary reminders shall be mailed to clients for renewals, however, if due to spam filters or technical problems, in case clients report non-receipt of reminder mails, the company cannot and shall not be held accountable for suspension or termination of an account due to non-renewal. It is the owner's responsibility to make timely renewal payments upon year end or as the case may be to avoid suspension or termination of account.

In case of renewals for Dedicated Hosting, if the renewal remains overdue on 7th day, the hosting account will be suspended and if it is overdue on 10th day, the account shall be terminated. It would be the client's responsibility and the company's, to take necessary backup of data before overdue 10th day. In case the data gets lost owing to any delay in renewals, the responsibility would entirely be of clients and no dispute tickets or complaints shall be entertained by the company at any level.

Upon expiry of a domain, the registrar shall have every right to put a default parking page with its own advertisements on it. Clients acknowledge and accept the fact that in case of expired domains, restoration of domains after renewal may take at least five to ten days due to propagation factors or registrar problems. The restoration charges of a domain during redemption period would be applicable as per registrar's policy and might be even a little higher.

Account Cancellation: Requests for canceling accounts may be made in writing with at least 30 days notice but not more than 60 days prior written notice and by the Subscribers / Customers through the member control panel



Only the authorized account holder or a authorized contact may cancel the account. Authorized contacts are appointed only by the account holder. In the event of cancellation, customer will automatically be billed for any excess usage during the then-current calendar month.

Refunds

If Refund request is made by the client and he wants to terminate the services prior to completion of the tenure fixed, then it may be terminated on the following grounds as mentioned below:

A. That client always make available such a balance in his account/control panel, which is given to him with password and user name, through which his renewal of the services be done without fail and client also abide and agrees that if the services are not continued then he inform 3WDirect 30 days prior to renewal date of that service.

B. All Web Hosting (Linux and Windows) plans have a 30 day money back guarantee. In case you are not satisfied with your service for any reason, you will receive a full refund if you cancel your account within 30 days of the activation of your account.

This 30-day refund policy does not apply to any additional items or services; this includes but is not limited to POP accounts, MySQL, and Real Audio®/Video®. Also not included are Domain Parking services, Domain Registration, VPS & Dedicated services, along with Reseller plans. No refunds are available after 30 days.

However, if it is made after 30 days, then such a request would not be processed under any circumstance regarding technical, sales, billing or any reason whatsoever. Upon release of refund amount in any case by the company, the company shall not be held accountable for any delay involved in reaching of refund to the client. The company shall not answer or handle any tickets in this regard.



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, customer/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. Customer/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 occurred. In no event shall the company be liable for any special or consequential loss, damages, or injury.

New Domain Accounts: All new webhosting accounts involving new domains will be set up and entered into our DNS servers within 24 hours. Due to unforeseen complications, however, this process may sometimes require up to 7 business days.

For a new domain registration request, a Registrar may take at least three to seven business days factoring in on elements like holidays, internal processing issues etc. and in all such cases, the Company cannot and shall not be held liable if your domain name gets registered by some other party. In case of any dispute arising out of this, the company's liability shall be restricted purely to making refund of the amount received by it for a new domain request and not beyond.

The company shall not be liable for any delay whatsoever occurring in the domain transfer process.

Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to 3wdirect.com will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by 3wdirect.com on behalf of the account holder a handling fee will be incurred. If the customer cancels service during the transfer period for any reason, all charges are considered earned.



Support Boundaries:

3WDirect, provides dedicated technical support to our customers/subscribers, however in accordance with purchase plan or service type. We limit our technical support to our area of expertise. The following is our guidelines when providing support: 3WDirect provides support related to your server or virtual site physical functioning. 3WDirect does not offer tech support for application specific issues such as cgi programming, html or any other such issue. 3WDirect does not provide technical support for YOUR customers. If you are able to get online and have other questions, the answers may be on our Knowledge base – we encourage you to check there first.

The Skype Chat with customers/clients is only for basic help. Please do not provide your sensitive information to our agents/executives etc like login details, passwords, banking info etc on Skype Chat. You may also not make any commitments on Skype chat. All such commitments, disclosures and interactions with our team would solely be at your own risk and 3WDirect do not deem valid or vouch for the authenticity of all such interactions. 3WDirect recommends that for all complex and advanced issues customer duly raise a ticket by logging into their member control panels.

Sales Commitments:

Any commitment of Sales team to client regarding availability of technical features, unless in accordance with technical specifications and plans mentioned on company website would not incur any liability upon the company. All such unsubstantiated commitments by sales team on phone or mails would not carry any weight in the eyes of company and exempt it from legal action.

If upon proper assessment and merits of a particular case, a contradiction or mismatch is detected by company management between what was committed and what was stated on website, if warranted at all, a refund on pro-rata basis would be provided, but no legal accountability will be entertained.



Ticket, Live Chat & Phone Support

Our telephone and Live Chat support is available for users to update them about the status of their problems. Phone and chat support would not at any point of time be available to render technical and support information to customers.

All clients of Shared Hosting would be allowed to create up to five (5) tickets per month and up to 5 phone support up to five (5) times. However, in case of managed Dedicated and VPS hosting clients there would be no limit on phone and ticket support. All clients of unmanaged Dedicated and VPS Hosting would be eligible to create up to eight (8) tickets per month. Resellers can create up to 7 tickets per month.

For technical and billing related issues, clients can raise tickets only via member control panel and not through emails sent to technical and billing departments. For billing and support related issues we do not entertain any emails addressed to sales and abuse departments. All such mails addressed and sent to cross-functional departments (Sales, Abuse etc) would not be answered by company. Also all such issues would not be handled by our team on Live chat.

No queries of technical and billing nature would be entertained by team on a Sales chat session. The timings for Sales and Technical chat would be 10:00 am to 7:00 pm. Any phone calls made to cross-functional departments (Sales, Abuse, etc) regarding billing or support queries would not be answered by these departments.

Other than the stipulated channels of support, the company would not entertain any query, discussion, complaint related to billing, support, or sales on a face-to-face basis.

Customers/clients may strictly desist from approaching any individual in person regarding technical support or any other issue. All such attempts would not be entertained or acknowledged by the Company.



SPAM and Unsolicited Commercial Email (UCE):

3WDirect takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of 3WDirect may not use or permit others to use our network to transact in UCE. Customers of 3WDirect may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

Violation of 3WDirect's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, 3WDirect will initiate an immediate investigation (within 48 hours of notification). During the investigation, 3WDirect may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, 3WDirect may, at its sole discretion, restrict, suspend or terminate customer's account. Further, 3WDirect reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. 3WDirect will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that 3WDirect personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.



As our Customers are ultimately responsible for the actions of their clients over the 3WDirect network, it is advisable that Customers develop a similar, or stricter, policy for their clients.

IMPORTANT NOTICE:

BEGINNING IMMEDIATELY, anyone hosting websites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove **ANY** and **ALL** traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been **COMPLETELY** removed. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation **WILL** be immediately and permanently removed from our network without notice.

NETWORK

IP Address Ownership: If 3WDirect assigns Customer an Internet Protocol address for Customer's use, Customer shall have no right to use that Internet Protocol address except as permitted by 3WDirect in its sole discretion in connection with the Services, during the term of this Agreement. 3WDirect shall control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by 3WDirect, and 3WDirect reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you **MUST** use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.



Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). 3WDirect will monitor Customer's bandwidth and disk usage. 3WDirect shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in 3WDirect's sole and absolute discretion. If 3WDirect takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. Bandwidth usage is measured on a calendar month basis. Both incoming and outgoing traffic are counted. In the event that a customer exceeds the included allocation, 3WDirect may, at its sole discretion bill the customer over usage. Unused bandwidth allocations cannot be carried over to future months, or applied to other servers.

System and Network Security: Users are prohibited from violating or attempting to violate the security of the 3WDirect Network. Violations of system or network security may result in civil or criminal liability. 3WDirect will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled.



Notification of Violation:

3WDirect is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

- **First violation:** Any User, which 3WDirect determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at 3WDirect's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.
- **Second Violation:** Users that 3WDirect determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.
- We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.
- **Suspension of Service or Cancellation:** 3WDirect reserves the right to suspend network access to any customer if in the judgment of the 3WDirect network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which 3WDirect chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.
- 3WDirect reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of 3WDirect must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is



in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

- **Indemnification:** 3WDirect wishes to emphasize that in agreeing to the 3WDirect Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies 3WDirect for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to 3WDirect or the bringing of any claim against 3WDirect by any third-party. This means that if 3WDirect is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against 3WDirect, plus all costs and attorney's fees.

Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

- A waiver by the Company of any breach of any provision of this Agreement by customer/Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.
- Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.
- 3WDirect takes no responsibility for any material input by others and not posted to the 3WDirect Network by 3WDirect. 3WDirect is not responsible for the content of any other websites linked to the 3WDirect Network; links are provided as Internet navigation tools only. 3WDirect disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.



- 3WDirect is not responsible for any damages your business may suffer. 3WDirect does not make implied or written warranties for any of our services. 3WDirect denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by 3WDirect.
- It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

Responsibility for Content: You, as 3WDirect's customer, are solely responsible for the content stored on and served by your 3WDirect server.

Windows Servers: Requirements for using Microsoft software. Customers/ Subscribers are prohibited from allowing more than five (5) authenticated users of the Microsoft Windows Server Operating Systems under Microsoft licensing terms and could create liability issues with Microsoft if violated.

Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on Software Products or that appear during the use of Software Products. Customer further agrees not to reverse engineer, decompile, or disassemble the Software Products.

3WDirect may provide you access to other third party software and/or services ("Third Party Products") through reseller relationships 3WDirect has established with certain commercial vendors, including without limitation, Microsoft Corporation ("Third Party Vendors"). Unless otherwise notified, Customer understands that product support for Third Party Products is provided by 3WDirect and not by the Third Party Vendor. Neither 3WDirect nor any Third Party Vendor makes any representations or warranties, express or implied, regarding any Third Party Products. Customer expressly acknowledges and agrees that use of third party products is at customer's sole risk and such third party products are provided "as is" and without representation or warranty of any kind from 3WDirect or any third



party vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights. To the maximum extent permitted by applicable law, neither 3WDirect nor any third party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third party product. Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for third party products and that customer shall be fully liable to third party vendors and 3WDirect with respect to any improper use of such third party products or violation of license agreements with them and/or applicable end user subscriber agreements.

Force Majeure: Neither party shall lose any rights hereunder or be liable to the other party for damages or losses on account of failure of performance by the defaulting party if the failure is occasioned by any occurrence or contingency beyond its reasonable control, including war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party; provided that such party shall use commercially reasonable efforts to promptly mitigate any damages or losses.

Denial of Service: We reserve the right to refuse service to anyone at any time for any reason.

Jurisdiction : The laws of the Republic of India shall govern this agreement

In any event of dispute the area of Jurisdiction would be Coimbatore, Tamilnadu, India only.

Acknowledgement: By placing, hiring and continuing to maintain or place information at 3WDirect's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.