

Terms of Service (Web Hosting Services)

This Services Agreement (the "Agreement") contains the complete terms and conditions which govern your subscription of Web hosting, e-Commerce and other Internet-related services provided by Spiderace Technologies Private Limited (later in the agreement termed as Spiderace), (the "Services"). As used in this Agreement, "Spiderace Technologies Private Limited" means www.spiderace.com and "Client", "you", or "your" means you. By clicking on the "Submit Order" button, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Spiderace Technologies Private Limited's Site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Spiderace Technologies Private Limited" refers to the Site located at the URLs <http://www.spiderace.com>, or any other successor Sites owned or maintained by Spiderace Technologies Private Limited.

**** Important Notice: All payments to Spiderace Technologies Private Limited are Non Refundable ****

1. APPROPRIATE USE OF THE SERVICES.

Spiderace provides the Services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such Services.

I. Client Content.

Client agrees that it will not distribute, electronically transmit or display any materials supplied by Client - or through Client by a third party - to any Spiderace connection with Client's use of the Services which:

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violate any province/state, federal or foreign laws or regulations.

infringe on any intellectual property rights (e.g., copyright, trademark, patent or other proprietary rights) of Spiderace Technologies Private Limited or any third party.

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contain any adult or pornographic material.

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are defamatory, slanderous or trade libelous.

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are threatening or harassing.

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are discriminatory based on gender, race, age or promotes hate.

- use any of the following prohibited scripts: UltimateBBS (all versions), Ikonboard (allversions), YaBB (Perl/CGI Version), lstrmgr.cgi, nph-proxy.cgi, IRC Egg Drops, Proxy Servers, nph-proxy, The Anonymizer, and any soap mailers.
- violate any Spiderace policy posted on the Spiderace Site including, but not limited to, our TOS.
- contain viruses or other computer programming defects which result in damage to Spiderace or any third party.

II. Bandwidth.

Client may occupy only the amount of disk space Allocated to them, and utilize no more than the network bandwidth that is allotted by by the plan in which the user has chosen . Additional fees will be charged for exceeding the disk space and/or network bandwidth allowance of your selected plan.

III. No "SPAM".

Client shall not use the Services for chain letters, junk mail, spamming, or any use of distribution lists to any person who has not given specific permission to be included in such a process. Client also shall not engage in any unsolicited email practices, or otherwise, that mentions or reference any domain hosted by Spiderace servers. **NOTE: THIS POLICY APPLIES TO VIRTUAL SERVER ACCOUNTS, RESELLERS AND THEIR RESOLD ACCOUNTS, AND ALL DOMAINS, NAMES SERVERS AND PARKED DOMAINS HOSTED ON THE SERVER.**

IV Resource Usage.

Client may not initiate the following on our servers:

- any process that requires more than 4Mb of memory space,
- more than 25 CPU seconds,
- or use more than 4% of all available system resources at any time;

- any type of interactive real-time chat applications that require server resources;
- stand-alone, unattended server-side processes at any point in time on the server;
- any software that interfaces with an IRC (Internet Relay Chat) network; and
- remote access to databases located on the on space provided by Spiderace.

V. Licensed Software Only.

Client agrees to use only properly licensed third party software in connection with Client's use of the Services.

VI. Back-Up Files.

Client will have the ability to reinstate files which are automatically archived; however, Spiderace does not guarantee the existence, accuracy, or regularity of its backup services and, therefore, Client is responsible for making back-up files in connection with its use of the Services. Backup capability is available through the Client's Control Panel.

VII. Termination.

Spiderace reserves the right to refuse service to anyone. Spiderace, in its sole discretion, may immediately terminate this Agreement if Client engages in any of the foregoing. To report any unacceptable behavior by a third party using the Services, please contact webmaster@spiderace.com.

2. PAYMENT OBLIGATIONS

Service Fees. Each Client will pay on a monthly or Bi-Yearly or Yearly basis. Depending on the date ordered, Spiderace shall either (i) debit Client's credit card (where such information is provided by Client) on this date. or (ii) deliver by e-mail an invoice to Client in accordance with the applicable Services fees for services rendered for the current month(extras) and the next month after the current month. Where an invoice is delivered to Client, Client shall remit payment to Spiderace by no later than the specified payment due date which will determined by the dated entered into the agreement. Spiderace shall be entitled to immediately terminate this Agreement for Client's failure to make timely payments to Spiderace. If Client terminates this Agreement in accordance with Section 4 hereunder, Client shall be responsible for any outstanding fees owed to Spiderace and agrees to pay any and all fees incurred by Client. Because the Services are provided on a monthly or Bi-Yearly or Yearly basis, Client will be responsible for Service fees incurred each month regardless of when Client provides notice of termination. Thus, for example, if Client provides notice to terminate on the 15th of a particular month, Client will still owe fees for the entire month and such fees will not be

refunded. If Client pays on a yearly basis, no refund will be issued upon cancellation for months not used. Accounts terminated because of a violation of these Terms of Service are never entitled to a refund.

3. SERVICE GUARANTEES

99% Up Time Guarantee. Spiderace strives to maintain 99% network and server uptime. This uptime percentage is a monthly figure. Partial refunds for partial downtime is our standard policy. Accounts terminated because of a violation of these Terms of Service are never entitled to a refund.

4. CLIENT LIABILITY AND INDEMNIFICATION

The parties agree that in no event shall Spiderace be liable to any third party for Client's breach or alleged breach of any of the terms and conditions set forth in this Agreement. Client agrees to defend, indemnify and hold harmless Spiderace from any and all expenses, losses, liabilities, damages or third party claims resulting from Client's breach or alleged breach of any Client obligations set forth hereunder.

5. TERM, TERMINATION & REINSTATEMENT

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a month-to-month basis unless otherwise specified by separate agreement (the "Term") unless terminated earlier pursuant to the provisions of this Section 4. Either party will have the right to terminate this Agreement upon notice to the other party.

6. TAXES

Client will pay and indemnify and hold Spiderace harmless from any and all taxes associated with or arising from Client's use of the Services, including any penalties and interest and any costs associated with the collection or withholding thereof.

7. DISCLAIMER OF WARRANTY

THE SERVICES, THE Spiderace SITE, INCLUDING WITHOUT LIMITATION, ALL PRODUCTS AND SERVICES DISPLAYED OR OFFERED ON THE Spiderace SITE, AND ALL TEXT, GRAPHICS, LINKS AND APPLICATIONS ARE PROVIDED TO CLIENT ON AN 'AS IS' BASIS AND WITHOUT WARRANTY OF ANY KIND. Spiderace DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EACH OF THE FOREGOING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Spiderace SPECIFICALLY DISCLAIMS ANY WARRANTY THAT (1) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (2) DEFECTS WILL BE CORRECTED; (3) THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS; AND (4) THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL Spiderace BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF THE Spiderace SITE OR ANY Spiderace PRODUCTS OR SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL Spiderace'S CUMULATIVE LIABILITY EXCEED AN AMOUNT EQUAL TO ONE MONTH'S PAID HOSTING SUBSCRIPTION.

9. Miscellaneous

This Agreement, including any and all documents referenced herein, constitute the entire agreement between Spiderace and you pertaining to the subject matter hereof. Spiderace' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provisions or right. If any of the provisions contained in this Agreement be determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein. This Agreement shall be governed by and construed in accordance with the laws of the Court of Kakinada, Andhra Pradesh, India.

Last updated: 09th of November 2005.