

Use of Our Service constitutes acceptance and agreement to our AUP (Acceptable Use Policy), TOS (Terms of Service), PP (Privacy Policy), SLA (Service Level Agreement).

From herewith in this TOS, AUP, SLA and PP, the usage of "us", "we", "our", "ours" shall constitute reference to Web Shooters Kolkata, the usage of "you", "your", "they", "them" shall refer to client / customer of Web Shooters Kolkata.

Acceptance of Contractual Agreement:



- Client agrees that by placing an order either by means of electronic ordering (web order form) or submitting a written contract, and receipt of such order by Web Shooters Kolkata, that you are agreeing to our TOS, AUP, SLA and PP. No Modifications of said contract by customer is allowed.
- Web Shooters Kolkata will provide, and Customer will purchase and pay for, the Services, and service fees specified in the Order for the applicable Service Description. Customer acknowledges that the service, and service fees have been communicated to the customer, and that they are aware of all applicable charges as per contract, TOS, AUP, SLA and PP. Customer also understands that any promotional offers unless specified in contractual terms will not be applicable to their individual service.
- In connection with any Hosting Services, if Customer's actual bandwidth usage in any month exceeds allotted amount, specified in Customer's contract, Customer will pay Web Shooters Kolkata any additional fees as specified in the Service Description within three (3) days of invoicing period. Any bandwidth overuse bill not paid within three (3) days of invoicing will be subject the server and services to suspension. Web Shooters Kolkata will not under any circumstances accept liability for a site to be shutdown due to bandwidth overuse.
- Web Shooters Kolkata will not under any circumstances accept financial liability for sickness, stress, injury, loss of earnings, loss of data or failure of computer hardware due to using our services or incorrect/misinformed advice given by staff.

What may not be hosted on our network:

Illegally posted materials will not be tolerated on our network. These include but are not limited to:

- Transmission, storage, or presentation of any information, data or material in violation of any Indian Law is prohibited.
- copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization.
- Copyrighted Software / Media
- Child pornography
- Adult/Sex content or site
- Info, tools or attempts related to hacking, phreaking, phishing, anarchy, virii or spam
- Racist/Inflammatory content

Links to such materials are also prohibited, If you find any of the above materials hosted on one of our web servers, please report to **Web Shooters Kolkata**.

Additionally, we reserve the right to ban the use of applications which allow the proliferation of unsolicited email from our network, or which decrease the performance of our servers thus bearing on the quality of service we may provide to other customers.

We do not allow BULK or MASS emailing, in our Starter and Business Linux hosting plans we restrict the emails to 50mails/hr (1200mails/day).

Resource Usage

User may not:

- Use 10% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- Run any software that interfaces with an IRC (Internet Relay Chat) network.
- Run any bit torrent application, tracker, or client. Please note that you may link to torrents off server, but may not host or store them.

- Participate in any file-sharing/peer-to-peer activities
- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- Run cron entries with intervals of less than 15 minutes
- Store files not related to domain.
- No more than 5,000 MB allocated to music, video, or other multimedia files, including .avi, .mp3, .mpeg, .jpg, .gif, .bmp and .png files.
- No more than 5,000 MB allocated to any archive files and disk images files containing the complete contents and structure of a data storage medium including .rar, .zip, .tar, .gzip, .iso, .nrg, .ccd, .img, .sub, and bin/.cue files.
- No more than 1,000 MB allocated to database, dumps, backups and logs.
- No more than 1,000 MB allocated to single Email ID/Account
- No more than 5,000 MB allocated to executable files and all other files which are the result of compiling a program including .exe, .psd and .bin files.
- No more than 5,000 MB allocated to document files and all other files which are the result of document editing including .doc, .docx, .odt, .xls, .xlsx, .ods and .pdf files.
- No backups of hard drive or any other backups to a shared hosting account which consume more than 5,000 MB of disk space.
- No more than 2,00,000 Inodes files are allowed for single Hosting User account
- Disabled functions is shared hosting
exec,passthru,shell_exec,system,proc_open,popen,curl_multi_exec,parse_ini_file,show_source etc.

Using a shared account as a backup/storage device is not permitted

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`

99.5% Uptime Guarantee

Network Uptime is the total time in a calendar month that Web Shooters Kolkata network is available through the Internet, provided that Client has established connectivity.

Web Shooters Kolkata takes responsibility for Network availability within our network, however, we cannot be held liable for upstream problems, outside of our network.

Our guarantee is that our Network will be available to clients free of Network Outages, that render 100% packet loss, 99.5% of each calendar month

Network Outages or Unscheduled Downtime is any unplanned or unscheduled interruption in Service availability during which Client is unable to access the services as described in the section titled "Network Uptime" above.

A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in Web Shooters Kolkata's Network as confirmed by Web Shooters Kolkata. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

Scheduled Downtime is any Web Shooters Kolkata scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service.

Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail.

SLA Network Violation Credit.

Customer can request a % refund of their monthly payment back if the server has more than 2 hour of downtime in a 30 day period.

1 hour = 10%, 2 hours = 20%, 3 hours = 30%, 24 hours = 100%.

Customer must request their refund within 24 hours of this happening.

Performance Credit exclusions:

The following are excluded from the monthly calculation of Service Availability:

- Scheduled downtime
- Problems outside of Web Shooters Kolkata's network (upstream providers, or client's inbound connection) not effecting 100% loss to our network
- Interruptions or failure of individual service caused by client, their employees, client's customers, etc. to their service.

These include inaccurate configuration(s), 3rd party software, client abuse or over utilization of resources, hacked servers, attacks, exploits, server hardware failures or other users on server to cause the server to overload which may cause downtime.

We will do our best to remove such offenders immediately

Backups

Web Shooters Kolkata take backup of client's individual hosting accounts which is less than 30GB, however we provide a backup option in your cpanel for your own backup purpose

and will not be held responsible for loss of any kind if we are unable to restore a backup from our system or from a backup file provided by you.

Please raise a support ticket to have the previous backup restored if the need arises

Restoration of account after termination for non-payment will be charged Rs.500 to Rs.1,000, depends on size and time consumed.

Restoration of account after client's request will be charged Rs.500 to Rs.1,000, depends on size and time consumed.

Permissions :

Video/Audio streaming is not allowed on our servers. You can embed 3rd party service like YouTube for streaming.

Remote MySQL access is not granted, you can use PHPMyADMIN in your hosting control panel to manage MySQL database.

MySQL database size is limited to 500mb (Starter, Business , Professional) and 1gb (Expert, Unlimited).

Remote MS SQL access is granted to manage the database only, not for integration in non-hosted application on our server.

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Recreation or change of hosting platform will be charged Rs.200 after 30 days of account activation.

Payment

Establishment of this service is contingent upon receipt of payment from Customer to Web Shooters Kolkata.

Subsequent payments are due on the anniversary date of the month for the particular billing cycle chosen, unless customer requests all payments to be consolidated to one specific billing date.

Any setup fees will be charged full setup fee pricing, and are applied at time of initial request of such services.

Payments and Fees

Payment is due on the defined monthly anniversary billing date dependent on billing cycle chosen. Credit cards that are declined for any reason are subject to a Rs.100 declination fee.

Service will be terminated on accounts that reach 14 days past due.

Service interrupted for nonpayment is subject to minimum Rs. 200 reconnect charge

Non Payment For 14 days past invoice due date will result in your hosting account and all data in it being deleted

Accounts that are not collectable by Web Shooters Kolkata will be turned over to an outside agency for collection.

Any hike in the price of Software/Hardware will be bear by client.

Delinquent Accounts:

Web Shooters Kolkata may temporarily deny service or terminate this Agreement upon failure of Customer to pay charges when due.

Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, or any collection fees.

Account Cancellation:

All requests for canceling any service / services must be made via your client area with at least 7 days notice before next invoice is due.

No part payments are refunded hosting will run until last invoice payment length expires

Refunds and Disputes:

All payments to Web Shooters Kolkata are non refundable with the exception of 30 days money back guarantee.

This includes any setup fees and monthly fees regardless of usage.

All billing disputes must be reported within 30 days of the time the dispute occurred.

Disputed charges to your credit card issuer, also known as charge backs, in Web Shooters Kolkata's discretion which is valid, under the terms and conditions of our SLA, AUP, and TOS, will result in service interruption, and reconnection fees to restore the desired service.

30 Days Money Back Guarantee

30 day money back guarantee applies to paid hosting only and is refunded minus any fees incurred by Web Shooters Kolkata for processing the payment for example paypal fees or credit card processing charges

- There must have been a technical problem of some sort with the hosting account which is recorded in our helpdesk, we will not issue a refund just because you have found a cheaper web hosting offer.

- Because domain name registration fees are passed on by us to the registration authorities we cannot refund these.
- We reserve the right to pass on any excess bandwidth charges, incurred by you in the first 15 days (we have never had to do this, but we have to put this clause in to protect ourselves against deliberate abuse).
- Dedicated IP addresses and account addons are not covered due to the amount of work required to set them up.
- If your hosting account has been cancelled due to a breach of our Terms of Service or AUP, you will not be eligible for a refund.
- If you have played with hosting account, by misconfiguring any of web hosting services, you will not be eligible for a refund.



Hosting

Domain name can be changed in hosting account within 30days of activation only.


Hosting platform from LINUX to WINDOWS or WINDOWS to LINUX can be changed within 30days of activation only.

FREE SSL will be automatically get activated within 48-72hrs of account activation on Linux server, as you point nameservers or ADDON the domain. On Windows server you can SSL will be manually activated through Plesk control panel.

Hosting account will be downgraded after your clear all the dues and before the next billing cycle.

Dedicated Server

Dedicated server or Dedicated Hosting or Self-managed servers are the entire servers leased to clients.

 No refund-policy is applicable for dedicated server. Also, client is himself responsible for any data loss or if any misuse happened through his server.

Domain Registration

Web Shooters Kolkata utilizes an industry standard third party Registrar for domain name registration services. Once an order is placed for a new domain name through Web Shooters Kolkata, we register the domain for the customer through the Registrar. Domains registered in this manner are not eligible for a refund and the cost for such domains will be subtracted from any service refund from Web Shooters Kolkata.

New domains may be cancelled and receive a refund (deducting registrar fees) only within the first 24 hours after placing an order. This grace period only applies to new domain name registrations and is not applicable for domain renewals.

If you cancel your Web Shooters Kolkata service, you will retain ownership of your domain name for as long as you continue to renew the domain. You may renew the domain through Web Shooters Kolkata or transfer the domain to another registrar.

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 Jaipur only.

Changes to the Policy

Web Shooters Kolkata reserves the right to revise its policies at any time without notice.

www.web-shooters.com