

TERMS OF SERVICE



This Terms of WEB HOSTING SERVICES AGREEMENT (this "AGREEMENT") is between CtrlSwitches Pvt. Ltd. formed under the laws of the State of Karnataka (CtrlSwitches) and the PERSON (INDIVIDUAL, LEGAL PERSON or LEGAL TEAM) whose signs CtrlSwitches's SERVICE ORDER and REGISTER FORM (the "ORDER") incorporating this Agreement by reference ("CLIENT"). This Agreement covers Client's use of CtrlSwitches's Web hosting service.

1. Services:

Subject to the terms of this Agreement, and contingent on Client's satisfaction of CtrlSwitches's credit approval requirements, CtrlSwitches agrees to provide the web hosting services described in the Order for the fees stated in the Order.

2. Term:

The initial service term of the Agreement shall begin on the date that CtrlSwitches generates an e-mail message to Client announcing the activation of the Client's account(**the "Service Provision Date"**) and will continue for the number of months stated in the Order (**the "Initial Term"**). Upon expiration of the Initial Term, this Agreement shall automatically renew for the same length as the Initial Term(**each a "Renewal Term"**) unless CtrlSwitches or Client provides the other with termination notice within 7 days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable. The Initial Term and any Renewal Term may be referred to collectively in this Agreement as the "Term."

3. Payments (VPS and Reseller Hosting):

(a) Recurring Fees

Renewal notices are emailed seven days before the actual due date in your account. If you have a credit card on file your card will automatically be charged on the day your renewal notice is sent. (i.e., Your renew date is Dec 22nd, your invoice will be sent on Dec 16th and your card on file will be charged Dec 16th) If your billing method is any of these PayPal, Payza, Skrill, Webmoney, etc., you will need to manually pay your invoice every month. Service will be suspended on accounts that are not paid by the due date at 12 PM IST. The term "Account" describes all services provided to a Client as defined by the primary ownership email and physical address. CtrlSwitches reserves the right to revoke this grace period if a pattern of late payment is observed or if your payment method is listed as other. All orders made with a credit card are expected to work on the monthly renewal date each month. If the card declines then the Client is subject to a €5 one-time fee on top of the monthly renewal price. Any accounts made inactive for non-payment are subject to a 10% late payment fee.

(b) One Time Fees

All Clients exceeding their bandwidth allowance will be sent invoices due upon receipt each month. All Clients are responsible for monitoring transfer or bandwidth usage each month. Bandwidth overages are charged at €0.20 per each GB used over the allowed limit of the package. Clients have the option before their bandwidth billing cycle ends to upgrade per our a la carte upgrade option. Once your plan is upgraded you cannot request a downgrade of the same plan for at least one month.

(c) Money Back Guarantee

All new CtrlSwitches Clients are eligible for any time money back guarantee on all hosting packages upon written billing ticket request, excluding Dedicated Servers. The definition of a new Client is one who has never purchased services from CtrlSwitches in the past. Also if a Client purchases a 2nd, 3rd, etc. hosting package and wishes to cancel this particular package they are not eligible for a refund. If you exceed your bandwidth limit within the first 30 days of service you are not eligible for the anytime day money back guarantee. If the TOS/AUP agreed upon when ordering is violated this voids your eligibility for the any-time day money back guarantee. CtrlSwitches, reserves the right to deny the refund if we feel abuse of services has occurred. See how any-time [moneyback guarantee](#) works.

4. Cancellation and Early Termination

Client acknowledges that the amount of the fee for the service is based on Client's agreement to pay the fee for the entire Initial Term, or Renewal Term, as applicable. In the event CtrlSwitches terminates the Agreement for Client's breach of the Agreement in accordance with Section 11 (Termination), or Client terminates the service other than in accordance with Section 11 (Termination) for CtrlSwitches breach, the unpaid fees for each billing cycle remaining in the Initial Term or then-current Renewal Term, as applicable, are due on the business day following termination of the Agreement. Client also acknowledges that a minimum of 7 days cancellation notice or downgrade of current package prior to the following renewal term must be given in writing to CtrlSwitches or the Client will be responsible for full payment of the following term. **The cancellation request will be subject to the following guidelines:**

- Cancellation request must be submitted to the billing department.
- Cancellation request must be submitted from the main email address on file with CtrlSwitches.
- Cancellation request must contain the main IP address (VPS/ Dedicated Server) or main domain (shared/reseller account) of the hosting plan you wish to cancel.

5. Non-Refundable Services:

We do not offer any time money back guarantee on Dedicated Servers. Renewal notices are emailed 7 days before the actual renew date in your account. In the event you fail to pay your invoice by the due date, we reserve the right to suspend your entire account and a late fee of 10% on total invoice applies. If your invoice is still not paid by 1day past the due date on the invoice, we reserve the right to terminate your service entirely and reformat your server.

6. Acceptable Usage Policy (AUP):

Client agrees to use the service in compliance with applicable law and CtrlSwitches's Acceptable Usage Policy (the "AUP"), which is hereby incorporated by reference in this Agreement. Client agrees that CtrlSwitches may, in its reasonable commercial judgment consistent with industry standards, amend the AUP from time to time to further detail or describe reasonable restrictions and conditions on Client's use of the Services. Amendments to the AUP are effective on the earlier of CtrlSwitches's notice to Client that an amendment has been made, or the first day of any Renewal Term that begins subsequent to the amendment. Client agrees to cooperate with CtrlSwitches's reasonable investigation of any suspected violation of the AUP. In the event of a dispute between CtrlSwitches and Client regarding the interpretation of the AUP, CtrlSwitches's commercially reasonable interpretation of the AUP shall govern.

7. Client Information:

Client represents and warrants to CtrlSwitches that the information he/she or it has provided and will provide to CtrlSwitches for purposes of establishing and maintaining the service is accurate. If Client is an individual, **Client represents and warrants to CtrlSwitches that he or she is at least 18 years of age.** CtrlSwitches may rely on the instructions of the person listed as the Primary Client Contact on the Order with regard to Client's account until Client has provided a written notice changing the Primary Client Contract.

8. Indemnification

Client agrees to indemnify and hold harmless CtrlSwitches, CtrlSwitches's affiliates, and each of their respective officers, directors, agents, and employees from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorney's fees)

brought by a third party under any theory of legal liability arising out of or related to the actual or alleged use of Client's services in violation of applicable law or the AUP by Client or any person using Client's log on information, regardless of whether such person has been authorized to use the services by Client.

9. Disclaimer of Warranties:

ctrlSwitches does not warrant or represent that the services will be **uninterrupted, error-free, or completely secure** to the extent permitted by applicable law ctrlSwitches disclaims any and all warranties including the implied warranties of merchantability, fitness for a particular purpose, and non infringement. to the extent permitted by applicable law, all services are provided on an "as is" basis.

10. Limitation of Damages:

neither party shall be liable to the other for any lost profits, or any indirect, special, incidental, consequential or punitive loss or damage of any kind, or for damages that could have been avoided by the use of reasonable diligence, arising in connection with the agreement, even if the party has been advised or should be aware of the possibility of such damages.

notwithstanding anything else in the agreement to the contrary, the maximum aggregate liability of ctrlswitches and any of its employees, agents or affiliates, under any theory of law (including breach of contract, tort, strict liability, and infringement) shall be a payment of money not to exceed the amount payable by client for one month of service.

11. Suspension/Termination:

(a) Suspension of Service:

Client agrees that CtrlSwitches may suspend services to Client with or without notice and without liability.

(b) Termination:

CtrlSwitches reserves the right to terminate the Agreement or deny services at any time with or without notice and without liability. The Agreement may be terminated by the Client prior to the expiration of the Initial Term or any Renewal Term without further notice and without liability if CtrlSwitches fails in a material way to provide the service in accordance with the terms of the Agreement and does not cure the failure within ten (10) days of Client's written notice describing the failure in reasonable detail. The Client may also terminate this agreement as per Section 4 and Section 5 respectively.

Either party may terminate this agreement upon five (5) days advance notice if the other party admits insolvency, makes an assignment for the benefit of its creditors, files for bankruptcy or similar protection, is unable to pay debts as they become due, has a trustee or receiver appointed over all or a substantial portion of its assets, or enters into an agreement for the extension or readjustment of all or substantially all of its obligations.

12. Bandwidth Usage:

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month. If you exceed your bandwidth limit within the first **30 days of service** you are not eligible for the anytime money back guarantee and you are responsible to pay for any overage.

13. Domains:

CtrlSwitches is not a domain registrar. We are a reseller for Resellerclub so all CtrlSwitches Clients who purchase a domain or transfer a domain to us are bound by the terms and conditions set forth by Resellerclub. You can only purchase a domain from CtrlSwitches or transfer a domain to CtrlSwitches

at the time when you are purchasing a hosting package. You have the option to add privacy protection to your domain at €5.00/year. You will receive notice from CtrlSwitches once your domain is up for renewal. If you do not renew your domain by the expiration date you run into risk of losing your domain.

14. Requests for Client Information:

Client agrees that CtrlSwitches may, without notice to Client,

- (i) **Report to the appropriate authorities any conduct by Client or any of Client's Clients or end users that CtrlSwitches believes violates applicable law, and**
- (ii) **Provide any information that it has about Client or any of its Clients or end users in response to a formal or informal request from a law enforcement or regulatory agency or in response to a formal request in a civil action that on its face meets the requirements for such a request.**

15. Backup

Client agrees to maintain a current copy of all content hosted by CtrlSwitches not with standing any agreement by CtrlSwitches to provide backup services. In case, where the data of the client is lost due unavoidable circumstances like **hardware failures, Natural Calamities (Earth Quake, Cyclone)** in such cases CtrlSwitches will not be held responsible.

16. Rebuild/Restore of Hosting Package:

During any service term, Client may request free rebuilds for a control panel change and one time free rebuild/restore for any reason of choice. If a Client should need to request a rebuild/restore after this a €20.00 one-time fee will be enforced.

17. Changes to CtrlSwitches's Network:

Upgrades and other changes in CtrlSwitches's network, including, but not limited to changes in its software, hardware, and service providers, may affect the display or operation of Client's hosted content and/or applications. CtrlSwitches reserves the right to change its network in its commercially reasonable discretion, and CtrlSwitches shall not be liable for any resulting harm to Client.

18. Notices:

Notices to CtrlSwitches under the Agreement shall be given via electronic mail to the e-mail address of billing@ctrlswitches.com. All notices, including but not limited to support or billing requests, must be submitted from the registered primary or secondary e-mail address on file for the Client account.

notices to Client shall be given via electronic mail to the individual listed as the Primary Client Contact on the Order. It is the Clients responsibility to ensure valid and accurate contact information is supplied and updated as necessary. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day delivered. Client may change his/her or its notice address by a notice given in accordance with this Section.

19. Force Majeure:

CtrlSwitches shall not be in default of any obligation under the Agreement if the failure to perform the obligation is due to any event beyond CtrlSwitches's control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

20. DMCA Notice Policy:

CtrlSwitches respects the intellectual property of others, and we ask our users to do the same. CtrlSwitches may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide CtrlSwitches's Copyright Team the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and email address; A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

CtrlSwitches's Team for notice of claims of copyright or other intellectual property infringement can be reached as follows:

REGISTERED BUSINESS ADDRESS:

**#19, VISHWESHWAR NAGAR,
VIJAY NAGAR POST, NEAR KEB OFFICE,
CITY: HUBLI, POSTCODE: 580032,
STATE: KARNATAKA, COUNTRY: INDIA.**

Email: info@ctrlswitches.com | Website: www.ctrlswitches.com

while every attempt will be made to process your request within the shortest possible time period, due to workload please allow up to 5 business days for processing.

21. Miscellaneous:

Each party acknowledges and agrees that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property. Neither party may use the other party's name or trade mark without the other party's prior written consent. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer/employee. Neither party will represent itself to be agent of the other. Each party acknowledges that it has no power or authority to bind the other on any agreement and that it will not represent to any person that it has such power or authority. This Agreement may be amended only by a formal written agreement signed by both parties. The terms on Client's purchase order or other business forms are not binding on CtrlSwitches unless they are expressly incorporated into a formal written agreement signed by both parties. A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its right under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The following provisions will survive expiration or termination of the Agreement: Fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement. There are no third party beneficiaries to the Agreement. Neither insurers nor the Clients of resellers are third party beneficiaries to the Agreement. Client may not transfer the Agreement without CtrlSwitches's prior written consent. CtrlSwitches's approval for assignment is contingent on the assignee meeting CtrlSwitches's credit approval criteria. CtrlSwitches may assign the Agreement in whole or in part.

This Agreement together with the Order and AUP constitutes the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replace any prior understanding or communication, written or oral.

22. Changes to This Agreement:

CtrlSwitches reserves the right to revise its policies at any time without notice.

Questions? Please feel free to **Contact us** for any clarifications regarding this agreement, preferably before signing up.