

Shared Web Hosting Service Level Agreement

This is an agreement between you and purohits.com, regarding your use of purohits.com's computer, interactive information, and communication and server management service. This Agreement governs the terms and conditions under which purohits.com makes the services offered to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with the "web hosting services"

✓ **Technical Support**

Company provides you with technical support on setup of the Company server, access, and other server related issues free of charge. Company does not provide support for web applications, scripts, or components from third parties or developed by you.

Company's Technical Support Department operates on all days of the week and is available by E-mail at support@purohits.com. There is also telephone technical support for shared web hosting. Please send us a message with the full description of the problem and your account username. Please do not send multiple messages on the same issue.

Company's standard response time to technical support issues is two business hours. This time, however, depends on the complexity of the inquiry and workload in general. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed immediately upon receiving e-mail notification from a customer. Please keep in mind that it may take some time to resolve the issue so you may not get an immediate reply.

✓ **Billing and other account related inquiries**

All inquiries regarding Company billing for its services should be sent to billing@purohits.com

All inquiries regarding reselling Company's services, purchasing of new accounts and available discounts should be addressed to sales@purohits.com

✓ **Control Panel and server management**

Company account holders are provided with Company's on-line account and server management tool - Control Panel. This tool is designed to give You complete control over Your account and server services purchased from the Company. Purohits.com expects You to use the Control Panel to perform all routine account and server management tasks.

The Control Panel, server management documentation, and help is available within the Control Panel itself. If you experience difficulty using the Control Panel, Company's Technical Support personnel will help you learn to use this tool. However, Company's Technical Support shall not be expected to perform for you the tasks that can be done through the Control Panel.

✓ **Servers Availability**

APPLICATION (WEB) SERVER AVAILABILITY

Company's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Company expressly disclaims any representation or warranty that the Company. Services will be error-free, secure or uninterrupted. No oral advice or written information given by Company its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

MAIL SERVER AVAILABILITY

Company maintains 99.9% monthly average scheduled availability of its Mail Servers. Mail Server availability is defined as client's ability to send (SMTP) and retrieve (POP3) e-mail via the particular mail server. Company does not monitor individual mail sites but only monitors the server as a whole. Mail server unavailability caused by denial of service attacks, mail bombing, and other flooding techniques is not included in uptime calculations.

Mail delivery protocol (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of e-mail messages. In the case the first delivery attempt is failed mail server re-attempt to deliver messages to the addressee according to a predefined schedule. In the case the messages cannot be delivered for a period of time exceeding 48 to 72 hours, the messages are returned to the sender.

To verify that the server is up we ping SMTP and POP services (retrieve SMTP and POP headers) every 5 minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational and is automatically restarted. If two or more consecutive SMTP or POP tests fail, the problem is immediately escalated to the Support Center.

✓ **NETWORK AVAILABILITY**

Network availability is defined as Company network's ability to pass incoming and outgoing TCP/IP traffic. Servers' unavailability caused by network unavailability is not included in server uptime if such network unavailability is caused by factors beyond the Company's control. Interruptions of service due to problems on the backbone or on the customer's portion of the network are beyond the Company's control. Interruptions of service caused by denial of service or similar attacks are beyond the Company's control and are not included in uptime calculations.

✓ **SCHEDULED MAINTENANCE**

To guarantee optimal performance of the servers, Company will perform routine maintenance on the servers on a regular basis. Such maintenance often requires taking Company servers off-line. Company reserves one hour of server unavailability per month for maintenance purposes. This server unavailability is not included in server uptime calculations. The maintenance typically is performed during off-peak hours. Company provides You with advance notice of maintenance whenever possible.

✓ **Server Storage Capacity**

Each account is allotted storage capacity on Company servers according to the plan or options selected by you. This storage size can be increased through the Control Panel for an additional charge up to the maximum amount allowed for each plan or service. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. Company shall not be held responsible for such unavailability or data losses.

✓ **Ownership of Data**

All data created by you and/or stored by you within Company's applications and servers are your property and is for your exclusive use unless access is permitted by you. Company makes no claim of ownership of any web server content, e-mail content, or any other type of data contained within the account holder's server space and applications on Company's servers.

✓ **Data Integrity**

Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two disks simultaneously to prevent data loss in the event of hardware failure. Routine tape backups are performed for emergency recovery purposes only. COMPANY SHALL NOT RESTORE THE DATA UPON YOUR REQUEST. Web server raw log files are not included in the backups and cannot be recovered during server restoration.

✓ **Data Retention**

COMPANY SHALL NOT RETAIN ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AT THE TIME THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. COMPANY SHALL NOT RESTORE, "BURN" TO CD, OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS.

✓ **Customer Responsibilities**

To access purohits.com services customers must provide at the very minimum:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- a fully functional Internet browser;
- a fully functional POP/SMTP e-mail program (client);
- tools to develop and publish content as customer deems necessary;
- Tools to access database servers if such services are purchased by the customer.

✓ **Bandwidth and Resources**

Company reserves the right to decide what it considers "adult content", "adult material", "sexually explicit", or "sexually related". Adult Content is not permitted in our servers.

A virtual server is a shared environment where many servers reside on each particular machine. This being said, consider that an average "adult site" gets more hits than 100 standard websites. Some of the smaller adult sites get around 5 GB of transfer per day. With these types of resources being utilized, our servers would be severely slowed if we allowed these high traffic sites to also reside on our servers. On top of that, we would be forced to raise our prices to pay for the additional bandwidth. We strive to keep our servers fast and inexpensive, and our bandwidth clear; therefore, adult sites are not an option.

✓ **Miscellaneous**

If the Account Holder sells or resells advertising or webspace to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. Company has the absolute right to reject any advertising or other third party content that is illegal, offensive or otherwise in breach of the then current Company Acceptable Use Policy. The e-mail distribution by the Account Holder of "SPAM", "JUNK MAIL", or "UNSOLICITED COMMERCIAL E-MAIL", is expressly prohibited. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Company, Company may terminate the services being provided to the Account Holder.

✓ **Jurisdiction in Case of Disputes**

In case of any disputes, the jurisdiction will be ONLY at MADURAI Courts. Purohits.com reserves the right to change the Acceptable Use Policy without prior notice or warning. Non-enforcement of any part of the Acceptable Use Policy does not constitute consent. Violations of these Acceptable Uses Policies should be referred to abuse@purohits.com