

Terms of Service

These Terms of Service (the “Agreement”) are an agreement between you (“User” or “you” or “your”) and Hypernet Technologies (herein after referred to as the company / us / we).

This Agreement sets forth the general terms and conditions of your use of the products and services made available by us and on our website (collectively, the “Services”).

Additional Policies and Agreements

Use of the Services is also governed by the following policies, which are incorporated into this Agreement by reference. By using the Services, you also agree to the terms of the following policies.

- a) Acceptable Use Policy,
- b) Domain Registration Policy
- c) VPS Addendum Policy

Account Eligibility

By registering for or using the Services, you represent and warrant that:

- d) You are eighteen (18) years of age or older. The Services are intended solely for Users who are eighteen (18) years of age or older. Any registration, use of or access to the Services, by anyone under eighteen (18) is unauthorized and is a violation of this Agreement.
- e) If you use the Services on behalf of another party you agree that you are authorized to bind such other party to this Agreement and to act on such other party’s behalf with respect to any actions you take in connection with the Services.
 - I. It is your responsibility to provide accurate, current, and complete information on the registration forms, including an email address that is different from the domain you are signing up under. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. We are not responsible for any lapse in the Services, including without limitation, any lapsed

domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, please contact our sales team via email or update your contact information through the our billing and support system. Providing false contact information of any kind may result in the termination of your account. For dedicated server purchases or in certain other cases, you may be required to provide government issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.

- II. You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.

User Content

- a) You may upload, store, publish, display, and distribute information, text, photos, videos and other content for your website on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to us that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party. Solely for purposes of providing the Services, you hereby grant to the Company a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, the Company does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.
- b) We exercise no control over, and accept no responsibility for, User Content or the content of any information passing through our computers, network hubs and points of presence or the internet. We do not monitor User Content. However, you acknowledge and agree that we may, but are not obligated to, immediately take any corrective action in our sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that the Company shall have no liability due to any corrective action that we may take.

Additional User Responsibilities

- a) You will be solely responsible for all activities conducted on or through a User Website, whether or not authorized by you and any transactions or interactions with end users of your User Website. You will be solely responsible for providing end users of your User Website with any applicable terms of use and privacy policy, including any required disclosure or explanation of the features of your User Website and any goods or services offered through your User Website.
- b) You will cooperate fully with Hypernet in connection with Hypernet's provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for you to use the Services. Delays in the performance of your obligations under this Agreement will extend the time for Hypernet's performance of its obligations that depend on your performance.

Compliance with Applicable Law.

- a) You agree to comply with all applicable laws, rules, and regulations, including without limitation all local rules where you reside or your organization is located regarding User Content, User Websites, online activities, email and your use of the Services. We make no representation that the Services are appropriate or available for use in other locations. Those who access the Services from other locations do so at their own initiative and risk, and are fully responsible for compliance with all applicable laws in those locations. We do not offer the Services where prohibited by law.
- b) For the purposes of European Directive 95/46/EC, the General Data Protection Regulation 2016/679) ("GDPR") and any applicable national implementing laws in your jurisdiction, and with respect to your subscribers' or customers' personal data, you acknowledge and agree that you are the Controller (as that term is defined in the GDPR), and we are a Processor (as that term is defined in the GDPR) insofar as you may store personal data through your use of our Services only as permitted and subject to the terms of this Agreement. You also acknowledge and agree that you are responsible for complying with all obligations of a data controller under applicable law (including the GDPR).
- c) To the extent the GDPR applies to you, you represent and warrant that in using our Services, you will clearly describe in writing how you plan to use any personal data collected and you will ensure you have a legitimate legal basis to transfer such personal data to us and that you have the necessary permission to allow us to receive and process (e.g., store) such personal data on your behalf.

HIPAA Disclaimer

The Services do not comply with the U.S. Health Insurance Portability and Accountability Act (“HIPAA”). You are solely responsible for compliance with all applicable laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services are not appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. We do not control or monitor the information or data you store on, or transmit through, our Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with HIPAA. Users requiring secure storage of “Protected Health Information” as defined under HIPAA are expressly prohibited from using this Service for such purposes. Storing and permitting access to “Protected Health Information,” is a material violation of this Agreement, and grounds for immediate account termination. We do not sign “Business Associate Agreements,” and you agree that Company is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, please contact us by phone or chat.

Certain Services; 404 Error Page.

In the event you fail to configure a 404 error page, a default 404 error page will be configured by the Company to appear in the event an Internet user enters a URL related to your domain but for which no file is associated. By not configuring a 404 error page, you hereby consent to and authorize the Company’s placement of a default 404 error page and its associated content on your website. the Company’s 404 error page may contain advertisements and other materials selected by the Company in the Company’s sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines. You may change the 404 error page configuration at any time. the Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.

Third Party Products and Services

- a) **Third Party Providers** : We may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing. Please refer to Appendix A to obtain links to the terms and conditions of certain third party providers. Appendix A is a representative list and not a comprehensive list of goods or services offered by third party providers.
- b) The Company does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party providers at your

own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. The Company is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

The Company as Reseller or Sublicensor

We may act as a reseller or sublicensor of certain third party services, hardware, software and equipment used in connection with the Services (“Resold Products”). We shall not be responsible for any changes in the Services that cause any Resold Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer’s defects of Resold Products, either sold, sublicensed or provided by us to you will not be deemed a breach of the Company’s obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Resold Product are limited to those rights extended to you by the manufacturer of such Resold Product. You are entitled to use any Resold Product supplied by us only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Resold Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Resold Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.

Third Party Websites

The Services may contain links to other websites that are not owned or controlled by us (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (“Third Party Content”). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party’s terms and policies, including privacy and data gathering practices of any website to which you navigate.

Account Security and Company Systems.

- a) It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. You are

required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.

- b) The Services, including all related equipment, networks and network devices are provided only for authorized customer use. We may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be scanned, examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
- c) Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. We may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
- d) Any account that is found to be compromised may be disabled and/or terminated. If you do not clean up your account after being notified by us of an ongoing issue, we reserve the right to keep your account disabled. Upon your request, we may clean-up your account for an additional fee.
- e) We reserve the right to migrate your account from one data-center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

Compatibility with the Services

- a) You agree to cooperate fully with us in connection with our provision of the Services. It is solely your responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, the Company is not responsible for any delays due to your failure to timely perform your obligations.
- b) You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by us to provide the Services, which may be changed by us from time to time in our sole discretion.

- c) You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. The Company does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.

Billing and Payment Information

- a) **Prepayment** : It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, at our sole discretion, payments may be applied to outstanding invoices in your billing account.
- b) **Autorenewal** : Unless otherwise provided, you agree that until and unless you notify us of your desire to cancel the Services, you may be billed, but we are not obligated to bill you, on an automatically recurring basis to prevent any disruption to your Services, using your credit card or other billing information on file with us.
- c) **Advance Account** : If you maintain a credit balance, we will deduct from the credit balance when you purchase products or services from us. If the credit balance is insufficient for processing the order the order may not be processed. Any negative balance in the Advance Account will become immediately payable. If you do not correct a negative balance in your account within 24 hours, we reserve the right to terminate the Services with immediate effect and without any notice.
- d) **Taxes** : Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority, unless otherwise provided. Any applicable taxes will be added to your invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.
- e) **Late Payment or Non-Payment** : Any invoice that is outstanding may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, we may suspend or terminate your account and pursue the collection costs incurred by the Company, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. We will not activate new orders or activate new packages for customers who have an outstanding balance on their account.
- f) **Dedicated servers are subject to being reclaimed and all content deleted if you fail to make a timely payment. You have fifteen (15) days from the expiry date to pay the outstanding amount due for a dedicated server. After 15 days, the data on the dedicated server will be permanently deleted and cannot be restored.**

Domain Payments.

- a) Domain registrations. No refunds will be given once a domain is registered.
- b) Domain Renewals. You can manage domain renewals in your control panel. Domain renewal notices are provided as a courtesy reminder and we are not responsible for any failure to renew a domain or failure to notify about a domain renewal. No refunds will be given once a domain is renewed.
- c) **Fraud.** It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. We may report any such misuse or fraudulent use, as determined in our sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.
- d) **Invoice Disputes.** : If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.

Price Change

The Company reserves the right to change prices, the monthly payment amount, or any other charges at any time. We will provide you with at least thirty (30) days' notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by us through the user billing tool or through other methods of communication, including notices sent or posted by us.

Coupons

Discounts and coupon codes are reserved for first-time accounts or first-time customers only and may not be used towards the purchase of a domain registration unless otherwise specified. If you have previously signed up using a particular domain, you may not sign up again for that domain using another coupon at a later date. Any account found in violation of these policies will be reviewed by our Sales department and the appropriate charges will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of your account. All coupons and discounts are only valid towards the initial purchase and do not affect the renewal or recurring price.

Money-back Guarantee

- a) **Dedicated Servers** : There are no refunds on dedicated servers. The thirty (30) day money- back guarantee does not apply to dedicated servers.
- b) **Managed shared and Reseller Services** : The Company offers a thirty (30) day money-back guarantee for shared hosting services only. If you are not completely satisfied with these hosting services and you terminate your account within thirty (30) days of signing up for the Services, you will be given a full refund of the amount paid for hosting. This money-back guarantee only applies to fees paid for hosting services and does not apply to any fees for any additional products or services such as domain registration. For more information about our refund policy on additional products or services please refer to the section Non-refundable Products and Services.

Cancellations and Refunds

- a) **Refunds.**

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, canceled and signed up again, or if you have opened a second account with us, you will not be eligible for a refund. **Violations of this Agreement will waive your rights under the refund policy.**

- b) **Non-refundable Products and Services.**

Notwithstanding anything to the contrary contained in this Agreement, there are no refunds of any fee (including without limitation, administrative fee and/or tax) on dedicated servers, or additional products or services such as Codeguard, Digital Certificates, shared VPS hosting, domain registrations, SiteLock install fees for custom software, and/or any other products or services of the Company.

- c) **Cancellation Process.**

You may terminate or cancel the Services from the control panel. If you cancel the Services, you are obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation. If you request to suspend or cancel your customer account, your access to the control panel will be suspended and you will not be able to access the billing system to renew products or services or to update your account information. However, you will continue to have access to use the Services purchased until the end of your prepaid term.

Please note that if you have pending orders outstanding on your account at the time you cancel your account, we will continue to process those orders so long as your Advance Account has sufficient funds to cover the charges. If we are unable to fulfill any orders, the charges for such orders will be reversed and we reserve the right to cancel such orders.

We reserve the right to deny or cancel any order within thirty (30) days of processing such order. In such case we will refund the fees charged for the order.

Termination

We may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm the Company or others or cause the Company or others to incur liability, as determined by us in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, we will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, the Company may charge you for all fees due for the Services for the remaining portion of the then current term.

UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA MAY BE DELETED.

CPU, Bandwidth and Disk Usage

a) Permitted CPU and Disk Usage.

Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. We expressly reserve the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. We may, in our sole discretion, terminate access to the Services or remove or delete User Content for those accounts that are found to be in violation of these Terms and Conditions and other policies. Dedicated and VPS usage will be limited by the resources allocated to the specific plan that you purchase.

b) Bandwidth Usage.

Bandwidth usage is unmetered (i.e., not monitored) for shared hosting services only. Bandwidth usage for dedicated, reseller and VPS services are subject to the terms and limitations of the plan you purchased which are available in your control panel.

Reseller Terms and Client Responsibility

Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account.

- a) Resellers shall ensure that each of its clients, customers or users (“Reseller Users”) complies with this Agreement, including for the sake of clarity, Appendix A.
- b) Resellers are responsible for supporting Reseller Users, including but not limited to providing customer service, billing support and technical support. The Company does not provide support to Reseller Users. If a Reseller User contacts us, we reserve the right to place a reseller client account on hold until the reseller can assume responsibility for the Reseller User. All support requests must be made by the reseller on Reseller User’s behalf for security purposes.
- c) Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of Reseller Users. The Company may hold any reseller responsible for any of their client’s actions that violate the law or this Agreement.
- d) The Company is not responsible for the acts or omissions of our resellers. The reseller hereby agrees to indemnify the Company from and against any and all claims made by any User arising from the reseller’s acts or omissions
- e) The Company reserves the right to revise our Reseller Program at any time. Changes shall take effect when posted online or on any subsequent date as may be set forth by the Company.

Resellers in the the Company’s Reseller Program assume all responsibility for billing and technical support for each of the Users signed up by the reseller.

Limitation of Liability

IN NO EVENT WILL THE COMPANY, ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY’S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS

AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

Indemnification

You agree to indemnify, defend and hold harmless the Company, our affiliates, and their respective officers, directors, employees and agents (each an “Indemnified Party” and, collectively, the “Indemnified Parties”) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorney’s fees) threatened, asserted, or filed by a third party against any of the Indemnified Parties arising out of or relating to (i) your use of the Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement.

Arbitration

Your use of the Services is also governed by the following:

All disputes, controversies and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement (“Dispute”) shall be referred to and resolved by arbitration in New Delhi, India under the provisions of the Arbitration and Conciliation Act, 1996; provided that, to the extent a party may suffer immediate and irreparable harm for which monetary damages would not be an adequate remedy as a result of the other party’s breach or threatened breach of any obligation hereunder, such party may seek equitable relief, including an injunction, from a court of competent jurisdiction, which shall not be subject to this Section. The arbitration tribunal shall consist of one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a party to the other. If the parties fail to agree on appointment of such arbitrator, then the arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the parties agree that this six (6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the parties.

Independent Contractor

The Company and User are independent contractors and nothing contained in this Agreement places the Company and User in the relationship of principal and agent, partners or joint ventures. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

Governing Law; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Republic of India.

Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Backups and Data Loss

Your use of the Services is at your sole risk. the Company does not maintain backups of dedicated accounts or the Services purchased by you. You should not rely on the Company for backup. It is solely your responsibility to maintain backups. the Company is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on the Company's servers.

Limited Disclaimer and Warranty

THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE COMPANY AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE COMPANY AND OUR AFFILIATES,

EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Entire Agreement.

This Agreement, including policies and documents incorporated by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.

Changes to the Agreement or the Services

We may change or modify this Agreement at any time. We will post a notice of any significant changes to this Agreement on our website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date these terms were last revised. Any changes or modifications to this Agreement shall be effective and binding on you as of the date indicated in a notice posted on this page. If no date is specified, your use of the Services after such changes or modifications shall constitute your acceptance of the Agreement as modified. If you do not agree to abide by this Agreement, you are not authorized to use or access the Services..

Severability

If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.

Waiver

No failure or delay by you or the Company to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.

Assignment; Successors

You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. We may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Force Majeure

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Third-Party Beneficiaries

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.

VPS TERMS OF SERVICE ADDENDUM

This addendum (“Server Addendum”) also applies to you if you purchased VPS or dedicated server services and are incorporated by reference into the Hypernet Terms of Service. Unless otherwise stated, defined terms in this Server Addendum have the meanings provided in the Terms of Service. Hypernet may modify this Server Addendum at any time without notice.

Cancellations and Refunds

- a) Customers may cancel their VPS services at any time via the Customer/Reseller Control Panel.
- b) For more information about our money back guarantee and refund policy for VPS services please refer to the Cancellations and Refunds section of our Terms of Service.

Prohibited Uses

In addition to any Prohibited Uses outlined in the Acceptable Use Policy, customers may not:

- a) Utilize the Services to run public IRCd’s or malicious bots.
- b) Utilize the Services to run any type of BitTorrent client or tracker that links to or downloads illegal content.
- c) Utilize the Services to run an Open/Public proxy, or use a proxy to access illegal/malicious content.
- d) *Utilize the Services to use I/O intensive applications which adversely affect normal server operations.*
- e) *Utilize the Services in any manner which adversely affect normal server operations.*

Certain Rights

- a) Hypernet can take any action to enforce its rights under this Server Addendum or the Hypernet Terms of Service, which includes but is not limited to, accessing the our server by any means, and if required: (i) resetting our server passwords; and/or (ii) suspending User access to our server and/or deleting User access (and thereafter deleting such User’s data from our server).
- b) Hypernet shall offer support to the User, only if there is a failure with: (i) the hardware of our servers; (ii) the network infrastructure supporting the our servers; (iii) the deployment of our servers; (iv) the installation of supported operating systems, if any; and (v) setting up reverse domain name systems for the internet protocol addresses (IPs) given by the Hypernet.
- c) User is advised to and shall be solely responsible for: (i) handling the reputation of IPs and taking necessary steps to delist any blacklisted IPs; (ii) updating and patching the operating system and applications on our server provided to the User; (iii) making changes to our server that impact the display of information in the Customer/Reseller

Control

Panel.

Inodes

- a) Generally, accounts may come with a default inode limit of 1,000,000 to better protect the file system; provided, however, that such limit may vary depending on the package or services you purchased.

Mail Policy

VPS accounts will be governed by our [Acceptable Use Policy](#).

Backup and Data Loss

Hypernet does not provide any backups for VPS servers. Your use of the VPS service is solely at your own risk. Hypernet is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Hypernet' servers.

DOMAIN REGISTRATION AGREEMENT

This Domain Registration Agreement (“Registration Agreement”) is between you, the person or entity registering a domain or domains, and the Company (as defined below), as the sponsoring registrar, or acting as reseller for the sponsoring registrar identified in the WHOIS record which may be retrieved here.

We may modify, add, or delete portions of this Registration Agreement at any time. In such event, we will post a notice that we have made significant changes to this Registration Agreement on our website for at least 30 days after the changes are posted and will indicate at the bottom of this Registration Agreement the date these terms were last revised. Any revisions to this Registration Agreement will become effective (i) 30 -days after the notice for modification, addition or deletion has been posted or (ii) the first time you access or use the Services after such changes. If you do not agree to abide by this Registration Agreement, you are not authorized to use or access the Services.

You acknowledge and agree that the Company may modify this Registration Agreement with or without notice in order to comply with any terms and conditions set forth by Internet Corporation for Assigned Names and Numbers (“ICANN”) and/or the applicable registry administrators (“Registry Administrators”) for the top level domains (“TLD”) or country code top level domains (“ccTLD”).

Our Services

Your domain registration will be effective upon occurrence of all of the following:

- a) You accept all terms and conditions of this Registration Agreement and the the Company’s Terms of Service and its ancillary documents;
- b) The Company accepts (in its sole discretion) your domain registration application;
- c) The Company receives payment of the registration, renewal and reinstatement fees, as applicable; and
- d) The Company delivers the domain registration information you provide to the registry administrator for the applicable TLDs and the Registry Administrator puts into effect your domain registration application.

Limitation of Liability

You understand that the Company does not control all aspects of the domain registration process. For example, once you submit a domain registration, the Company forwards the information contained in the registration to the appropriate Registry Administrator for processing and actual registration of the name. The Company disclaims, and you agree, that the Company is not liable for any inaccuracies regarding the registration information relating to (i) the input of the information by you; and (ii) the input of the information by the Registry Administrator. The Company will not be held liable, nor refund a domain name registration due to spelling errors/typos.

Multiple Domain Registrations

The Company, in accordance with ICANN policies, reserves the rights to refuse to register multiple domain registrations.

Fees

- a) **Payment of fees as a condition to domain registration.** As consideration for the domain registration service provided by the Company, you agree to pay the Company, prior to the effectiveness of the desired domain registration, all registration and other applicable fees as indicated via the payment method selected at the time of registration. All fees are non-refundable, in whole or in part, even if your domain registration is suspended, cancelled or transferred prior to the end of your then-current registration term. It is the responsibility of the listed registrant for the domain name to maintain records appropriate to document and prove the initial domain name registration date.
- b) **Reservation of right to modify fees.** The Company reserves the right to modify fees, surcharges, and renewal fees or to institute new fees at any time with 30 days' notice, for any reason, at its sole discretion.
- c) **Credit card charge-backs for domain registrations.** In the event of a charge-back to the Company by the credit card company (or similar action by another payment provider used by us) for the credit card used in connection with the payment of the registration or other fee, you agree and acknowledge that the domain registration shall be transferred to the Company, as the paying entity for that registration to the registry(ies) and that we reserve all rights regarding such domain including, without limitation, the right to make the domain available to other parties for purchase. the Company also reserves the right

to lock your account and the remainder of your domains until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your domain registration, subject to the Company's receipt of the registration fee and any administrative and/or chargeback fees described above.

- d) **Credit card charge-backs for non-domain registration services.** In the event of a charge-back by the credit card company (or similar action by another payment provider) for the credit card used in connection with the payment of a non-domain registration fee, you agree and acknowledge that service shall not initiate or will be discontinued, if previously in use, and any information maintained by the service may be deleted along with your account and the remainder of your services being locked until we receive your payment of any administrative fees and/or chargeback fees. In the Company's sole discretion, we may reinstate your services, subject to the Company's receipt of the non-domain registration fee and any administrative and/or chargeback fees described above.

Required Domain Registration Information

- a) **Registration information.** As part of the domain registration process and in accordance with ICANN policies, a Registered Name Holder is required to submit, and update within seven (7) days of any change, complete and accurate information, including the following (collectively, the "Registration Information"):
- I. The domain registrant's name and postal address;
 - II. The domain being requested;
 - III. Administrative contact information, including the name, postal address, email address, telephone number, and where available, fax number of the administrative contact for the domain; and
 - IV. Technical contact information, including the name, postal address, email address, telephone number, and where available, fax number of the technical contact for the domain; and
 - V. Billing contact information, including the name, postal address, email address, voice telephone number, and where available, fax number of the billing contact for the domain.
- b) **Additional registration information.** In addition, in accordance with ICANN policies, the Company is obligated to submit and keep current, complete and accurate additional information relating to a domain registration, which may include the following (collectively, "Additional Registration Information"):
- I. The original creation date of the domain registration;
 - II. The submission date and time of the registration to us and by us to the proper registry;
 - III. Communications (electronic or paper form) constituting registration orders, modifications, or terminations and related correspondence between you and us;
 - IV. Account records for your domain registration, including dates and amounts of all payments and refunds;
 - V. The IP addresses of the primary nameserver and any secondary nameservers for the domain;

- VI. The corresponding names of those nameservers;
 - VII. The name, postal address, email address, voice telephone number, and where available, fax number of the technical contact for the domain;
 - VIII. The name, postal address, email address, voice telephone number, and where available, fax number of the administrative contact for the domain;
 - IX. The expiration date of the registration; and
 - X. Information regarding all other activity between you and us regarding your domain registration and related services.
- c) **Use of Registration Information and Additional Registration Information.** You agree and acknowledge that the Company will make available the Registration Information and the Additional Registration Information to ICANN; to other third party Registry Administrators such as VeriSign, Inc., Global Names Registry Ltd., Neustar, Inc., Afilius USA, Inc., Global Domains International; and as applicable laws may require or permit. Additionally, you acknowledge and agree that ICANN and the Registry Administrators may establish guidelines, limits and/or requirements that relate to the amount and type of information that the Company may or must make available to the public or to private entities, and the manner in which such information is made available. Further, you hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain (including any updates to such information), whether during or after the term of your registration of the domain. Moreover, you hereby irrevocably waive any and all claims and causes of action that may arise or have arose from such disclosure or use of your Registration Information and the Additional Registration Information.
- d) **Information updating and accuracy obligations.** As a condition to continued registration of your domain, you must provide us with updated Registration Information within seven (7) days of any changes to such information. You may review, modify or update your Registration Information by accessing the Company's domain manager service, domain management console or similar service, made available at our website. In accordance with ICANN policies, you acknowledge and agree that if you willfully provide inaccurate information or fail to update your Registration Information within seven (7) days of any change, then you will be in material breach of this Registration Agreement and we may in our sole discretion cancel your domain registration. You further agree that your failure to respond within ten (10) days to any inquiry by the Company concerning the accuracy of the Registration Information or to contact the Company immediately upon discovery of any willful inaccuracy (including, e.g., phone number listed as 000-0000) associated with your domain registration shall constitute a material breach of this Registration Agreement and will be sufficient basis for cancellation of your domain registration. You further represent that you have obtained consent from any third-party individuals whose personal data you have provided as Registration Information.
- e) **Information requirements for renewals.** Upon renewal of your domain registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, your domain registration may not be renewed.

- f) **Ownership of data.** You agree and acknowledge that the Company owns all database, compilation, collective and similar rights, title and interests worldwide in our domain database (“Domain Database”), and all information and derivative works generated from such Domain Database, which contains Registration Information and Additional Registration Information. You further agree and acknowledge that the Company may use the following information for those domain registrations for which we are the registrar: (a) the original creation date of the registration; (b) the expiration date of the registration; (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, authorized contact, zone contact and billing contact for the domain registration; (d) any remarks concerning the registered domain that appear or should appear in the WHOIS or similar database; and (e) any other information the Company generates or obtains in connection with the provision of domain registration services, other than the domain being registered, the Internet protocol (IP) addresses of the primary nameserver and any secondary nameservers for the domain, and the corresponding names of those nameservers. The Company does not have any ownership interest in your specific personal registration information outside of its rights in its Domain Database. The Company agrees to take reasonable precautions to protect your specific personal registration information from loss, misuse, unauthorized access or disclosure, alteration or destruction.
- g) **Registrant Verification.** You understand and agree that Registrar is required to verify the Registered Name Holder’s email address within 15 days of any registration, transfer, or change to the Registered Name Holder’s contact information. The Domain Name Holder’s failure to verify the contact information within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).
- h) In addition, you understand and agree that Registrar is required to verify any changes to any WHOIS contact information within 15 days of any change. The Domain Name Holder’s failure to verify such changes within 15 days constitutes a material breach of this Registration Agreement and will result in the immediate suspension of the domain name(s) and associated service(s).

Domain Privacy Service

- a) If you purchased domain privacy services (“Domain Privacy”), you agree that your Registration Information will be replaced in any public WHOIS search with information provided by the Company as determined in its sole discretion (the “Private WHOIS Contact Information”).
- b) Although the Private WHOIS Contact Information will appear in any public WHOIS search result, you are solely responsible for resolving any and all monetary, creditor, or other claims that arise in connection with a legal or other dispute involving your domain name registration. Use of the Domain Privacy service in no way alleviates your obligation to provide valid and accurate Registration Information and to update and correct such information pursuant to the terms of this Registration Agreement.

- c) The Domain Privacy service is NOT a general mail forwarding service. You agree that you will not provide any third party with the Private WHOIS Contact Information for the purpose of having such third party transmit communications to you. The Company may immediately terminate the Domain Privacy service and, at its sole option, disclose the Registration Information in the event that you breach this Agreement.
- d) Notwithstanding anything to the contrary, you agree that the Company may, but is not obligated to, review and forward communications in connection with your domain name that it receives. You hereby authorize the Company to receive, sort, open, forward, and destroy any and all mail sent to our address at our sole discretion. You specifically acknowledge that the Company is not obligated but may forward to you certified or traceable courier mail (such as UPS or Federal Express deliveries), legal notices, or first class U.S. postal mail; however, the Company will NOT forward “junk” mail or other unsolicited communications (whether delivered through fax, postal mail, or telephone), and you further authorize the Company to either discard all such communications or return all such communications to the sender. You agree that: (i) postal mail may be forwarded via regular mail forwarding or scanned and emailed electronically to the email address listed in the Registration Information; (ii) emails will be forwarded to the email address listed in the Registration Information; and (iii) callers will be directed to use the mailing or email address listed on the Private WHOIS Contact Information and we will forward such mail or email pursuant to the terms of this section; we will not relay phone messages to you. You agree to waive any and all claims arising from your failure to receive communications directed to your domain name but not forwarded or referred to you by the Company.
- e) If any domain name for which you are using the Domain Privacy service is transferred to another registrar, Domain Privacy will automatically cease and no refund will be given for any unused portion of the service.
- f) Failure to renew the Domain Privacy service while your domain name registration is still valid will result in the Domain Privacy being suspended, terminated or cancelled and your Registration Information will be displayed in any public WHOIS search. Domain Privacy renewals after initial purchase will be at the standard list price, which is available by logging in to your account.
- g) The Company expressly reserves the right, in its sole discretion and without any liability to you whatsoever, to suspend or cancel your use of the Service and/or reveal the Registration Information in any public WHOIS search or to any third party at any time without notice to you:
 - I. To comply with any applicable laws, rules, regulations or requirements, or with any subpoenas, court orders, official government inquiries or requests of law enforcement;
 - II. To comply with ICANN's Uniform Domain Name Dispute Resolution Policy;
 - III. To resolve any and all third-party claims, whether threatened or made, arising out of your use of the Domain Privacy service, including without limitation, to avoid a dispute of any claim that the registered domain name violates or infringes a third party's trademark, trade name, or other legal rights;

- IV. In the event you breach any provision of this Registration Agreement or any other agreement you've entered into with the Company, including, but not limited to, the Terms of Service;
- V. To comply with the rules, procedures, or practices of the registry that governs the domain name extension receiving the Domain Privacy service and to protect the integrity and stability of the applicable domain name registry;
- VI. To avoid any financial loss or legal liability (civil or criminal) on the part of the Company, its parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors, or employees;
- VII. To prevent inappropriate activity that comes to the Company's attention, including without limitation if you are using Domain Privacy to hide your involvement in illegal or morally objectionable activities, including without limitation, activities that are intended to or otherwise: (i) appeal purely to the prurient interests of third parties; (ii) defame, embarrass, harm, abuse, threaten, or harass third parties; (iii) violate state or federal laws of the United States and/or foreign territories; (iv) involve hate crimes, terrorism, or child pornography; (v) are tortious, vulgar, obscene, invasive of a third party's privacy, racially, ethnically, or otherwise objectionable; (vi) impersonate the identity of a third party; (vii) harm minors in any way; or (viii) relate to or transmit viruses, Trojan Horses, access codes, backdoors, worms, time bombs, or any other code, routine, mechanism, device or item that corrupts, damages, impairs, interferes with, intercepts or misappropriates any software, hardware, firmware, network, system, data, or personally identifiable information.
- VIII. Pursuant to paragraph 3.7.7.3 of ICANN's Registrar Accreditation Agreement ("RAA"), you agree that if you license use of a Registered Name (as that term is defined in the RAA) to a third party, you are nonetheless the Registered Name Holder of record (as that term is defined in the RAA) and are responsible for providing the full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for any harm caused by wrongful use of the Registered Name, unless the Registered Name Holder discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party that provides the Registered Name Holder reasonable evidence of actionable harm.

Domain Parking

- a) **Upon registration, the domain will be automatically placed on name servers provided by the Company, and Internet users that type in the domain will be redirected to a "coming soon" page (collectively, "parking a domain" or a "parked domain").** There is no charge for parking a domain. You hereby consent to and authorize the Company's placement of a "coming soon" page, and its associated contents, on your parked domain. You may change the name server configuration (or "un-park" the domain) after the registration is complete. If you need to

register name servers using the domains that you are currently registering, the names will initially be parked with the Company until you modify the name servers after the domain registration is complete, using your account manager.

- b) **In the event your domain registration expires, your registration is no longer valid.** If you are able to renew the domain name, you may update the domain to its original settings. After expiration, but prior to renewal, the domain may be pointed to an “expired” page (collectively, “parking a domain” or a “parked domain”). There is no charge for the parked domain. By not renewing the domain, the Company may place an “expired” page, and its associated contents, on the parked domain. You may change the name server configuration (or “un-park” the domain) after the renewal is complete. If you need to register name servers using the domains that you are currently renewing, the names will initially be parked with the Company until you modify the name servers after the domain renewal is complete, using your account manager.
- c) **The “coming soon” and/or “expired” pages may contain advertisements and other materials selected by the Company, in the Company’s sole discretion.** This may include, but is not limited to third-party websites, third-party product and service offerings, and/or Internet search engines. The Company reserves the right to collect and retain all revenue obtained from such advertising and other materials.
- d) **DNS Wildcard.** In the event you utilize the Company’s DNS management services and fail to configure a wildcard DNS for your domain, the Company may insert wildcard DNS records to resolve subdomains of your domain that would not otherwise resolve. The Company may point those subdomains to a web page that may contain advertisements and other materials selected by the Company in the Company’s sole discretion. This may include, but is not limited to, third-party websites, third-party product and service offerings, and/or Internet search engines.

Registration Renewal

- a) **Renewal obligations.** You are solely responsible for ensuring that any and all domains and additional services are renewed prior to their expiration, should you so desire their renewal. You may renew your domain at any time before the expiration date. The Company shall have no liability to you or any third party in connection with the renewal, including, but not limited to, any failure or errors in renewing the services.
- b) You may be notified at the Company’s sole discretion when renewal fees are due. Should these fees go unpaid within the time specified in a notice or reminder regarding renewal, your registration will be cancelled. Payment must be made by such other method as we indicate in the renewal form. If your billing information is not accurate, you are solely responsible for the failure to renew.
- c) **Autorenewal.** You agree that if you paid for any services provided hereunder by credit card or other payment service (such as PayPal), you hereby authorize but do NOT obligate, the Company to automatically charge your credit card or payment service account and renew the applicable service(s) on or before their renewal date using the credit card or other acceptable payment information you have provided to the Company, unless you notify the Company that you do not wish to participate in the Company’s automatic renewal process. The Company must receive notification of your intent to not renew (opt-out) no later than sixteen (16) days prior to the renewal date. In the absence

of such notification from you, the Company will automatically renew, for a period of one (1) or two (2) years, as set forth by the applicable registry depending on the TLD or ccTLD of your domain name, any domain that is up for renewal and will charge the credit card or payment service account you have on file with the Company, at the Company's then current rates. You are solely responsible for the credit card or other payment information you provide to the Company and must promptly inform the Company of any changes thereto (e.g., change of expiration date or account number). If the credit card or payment service account has expired or is otherwise invalid, you are solely responsible for a failure to renew and the Company shall not be liable for your failure.

- d) **Expired domain names.** You agree that we may place our contact information in the WHOIS output for any expired domain name, as the failure to renew results in the immediate cancellation of registration and loss of all rights to the domain name. Should you choose not to renew your domain name, you agree that we may, in our sole discretion, renew and transfer the domain name to a third party on your behalf as an Expired Domain Transfer ("ED Transfer").
- e) **New customers through domain auction or brokerage partners and/or ED Transfers.** If you are registering a domain name that was registered with, and not yet deleted by, the Company at the time of your purchase, you acknowledge and agree that the term of your registration will be for a period of one year from the original expiration date for the domain name immediately prior to your purchase, as the registration is the result of an ED Transfer (defined above). You will not be compensated for the inability to use the domain from the time it was expired until the time you are able to use the domain in your account. NOTE: You may not transfer your domain name to another Registrar for sixty (60) days from the date of any previous transfer.

Domain Dispute Resolution Policy

You agree to be bound by the appropriate domain dispute resolution policy ("Dispute Policy") applicable to the domain that you have selected, including the Uniform Domain Name Dispute Resolution Policy, which can be found [here](#). The Dispute Policy has been developed by ICANN and/or the specific Registration Administrator(s) and is incorporated by reference in this Registration Agreement. Certain disputes are subject to the applicable Dispute Policy. In the event such dispute arises, you agree that you will be subject to the provisions specified in the applicable Dispute Policy in effect at the time your domain registration is disputed by a third party. You further agree that, in the event a domain dispute arises with any third party, you will indemnify and hold the Company harmless pursuant to the terms and conditions contained in the applicable Dispute Policy. The Dispute Policy may be modified at any time by ICANN or the applicable Registry Administrator, and your continued use of the domain registered to you after any such Dispute Policy modification shall constitute your acceptance of the modified Dispute Policy and this Registration Agreement. If you do not agree to any of such changes, you may request that your domain registration be cancelled or transferred to a different domain registrar. For the adjudication of disputes concerning or arising from use of the second level domain

(“SLD”) name, the SLD holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the SLD holder’s domicile and (2) where registrar is located. In addition, you agree to the rules of ICANN’s Uniform Rapid Suspension (“URS”) and to submit to any proceedings commenced pursuant to the URS, if applicable.

Change of Registrant Of Domains

- a) **Change of Registrant.** Effective December 1, 2016, for all gTLDs, any material changes to a domain name registrant’s name, company, email address, or to the administrative contact email address (if there is no registrant email address) are subject to ICANN’s Transfer Policy (available at <https://www.icann.org/resources/pages/transfer-policy-2016-06-01-en>).
- b) We are required to deny a change of registrant for any of the following reasons:
 - I. the domain name registration agreement has expired and the registrant no longer has the right to renew the domain name or to transfer the domain name to another registrar;
 - II. the change of registrant was not properly authorized by the Prior Registrant and the New Registrant; or
 - III. the domain name is subject to a domain name dispute proceeding, including, but not limited to, the following:
 - IV. Uniform Domain-Name Dispute-Resolution Policy (UDRP) (<https://www.icann.org/resources/pages/help/dndr/udrp-en>);
 - V. Uniform Rapid Suspension (URS) (<https://www.icann.org/resources/pages/urs-2014-01-09-en>);
 - VI. Registrar Transfer Dispute Resolution Policy (<https://www.icann.org/resources/pages/tdrp-2012-02-25-en>); or
 - VII. a court order.
- c) Unless a change of registrant is otherwise prohibited, the Prior Registrant and the New Registrant, or their Designated Agents, must confirm the change of registrant within 60 days of the request.
- d) Unless you opt out of the transfer lock when you request a change of registrant, you may not transfer your domain registration to another domain registrar for sixty (60) days following the change of registrant.
- e) **Designated Agent.** You hereby explicitly authorize us to act as “Designated Agent” to approve a change of registrant on behalf of the Prior Registrant and the New Registrant, consistent with and pursuant to the requirements of ICANN’s Transfer Policy.
- f) **Transfer of registration to another registrant.** The entity or person named as the “registrant” at the time the controlling user name and password are secured shall be the registrant of the domain. You agree that prior to the effectiveness of any transfer of ownership of your domain to another entity, the Company reserves the right to enforce any amount published for the transfer of ownership of a domain. You further agree that, as a condition of any such transfer of ownership of the domain, the party to which you seek to transfer your domain shall agree in writing (electronic acceptance is acceptable)

to be bound by the terms and conditions of this Registration Agreement. Your domain will not be transferred until we receive such written assurances (or reasonable assurance as determined by the Company in its sole discretion) and actual payment of the transfer fee, if any is imposed. You acknowledge and agree that if you attempt to transfer your domain registration without paying the Company the amount published for the transfer of ownership of a domain, or if the entity to which you seek to transfer your domain fails to agree in writing to be bound by all terms and conditions of this Registration Agreement, any such transfer will be null and void, and will result in your domain registration being revoked without a refund of any charges you have incurred in attempting to register or transfer that domain.

- g) **When changing the name of registrant within the Company**, you agree that at the Company's discretion, the domain name may be changed back to the registrant listed immediately prior to the change upon written (email is acceptable) request within five (5) days (or such reasonable time as determined at the Company's discretion) by registrant that was listed immediately prior to change or in the event of suspected fraud in connection with the change of the registrant name as determined by the Company in its sole discretion.
- h) **Transfer of registration to or from another registrar.** When transferring a domain name into the Company as the new registrar of record and simultaneously changing the name of registrant or subsequently changing the name of registrant, you agree that the domain name may be re-transferred back to the losing registrar upon written (email is acceptable) request by registrant that was listed immediately prior to transfer or upon request by losing registrar or in the event of suspected fraud in connection with the transfer as determined by the Company in its sole discretion. At the time of transfer into the Company, you must complete all required information requested through the online transfer application, i.e., contact information, nameserver information, etc. the Company may elect to accept or reject your domain name transfer application for any reason at its sole discretion. You are not entitled to any refund in relation to the domain name transferred to another registrar.
- i) **RESTRICTIONS ON REGISTRAR TRANSFERS.** For generic top-level domains governed by ICANN, you agree that you may not transfer your domain registration to another domain registrar during the first sixty (60) days from the effective date of your: (1) initial domain registration or (2) completion of a domain transfer into the Company. If you choose to utilize our transfer lock service, you agree to provide written authorization (electronic acceptance is acceptable) to the Company for the transfer of the domain to another registrar and agree to pay any and all fees that may be charged by the Company to effect the transfer. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).
- j) For country-code top-level domains, as established by each registry, you agree that you may not transfer a domain to another registrar during the first sixty (60) days of the initial registration or after expiration of the domain. You agree your request to transfer your domain to another registrar may be denied pursuant to the Transfer Policy (available here).

Agents and Licensing

You agree that, if you are registering a domain and listing someone other than yourself as the registrant, you represent and warrant that you have the authority to bind the person or entity listed as registrant as a principal to this Registration Agreement, including the applicable Dispute Policy. The name listed as registrant of the domain or the appropriate officer of a listed Organization (at the Company's discretion) may individually choose to move the domain into another account for full access to the domain, irrespective of wishes of agent/account owner/other listed contacts on that particular domain (e.g. admin, billing). Further, you agree that if you license the use of the domain registered to you to a third party, you nonetheless remain the domain holder of record, and remain responsible for strict compliance with this Registration Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) accurate Registration Information and Additional Registration Information. Further, you accept liability for any actions of the licensee using the domain unless you promptly disclose the current contact information provided to you by the licensee and the identity of the licensee to any party providing reasonable evidence of actual harm.

Representations and Warranties

In the event that, in registering the domain, you are providing information related to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Registration Agreement, and (b) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Registration Agreement. You further represent that, to the best of your knowledge and belief, neither the registration of the domain nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your domain registration is accurate.

Indemnification

- a) **Indemnification of the Company.** You will indemnify, hold harmless, and defend the Company and its subsidiary and parent entities, predecessors, successors, affiliates, and assigns, the Registry Administrators, and all of their respective current and former officers, directors, members, shareholders, agents, and employees (the "Indemnified Parties") from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs)), which arises out of: (a) your breach of this Registration Agreement or any of the Company's policies applicable to this domain registration or related services, (b) the operation of your domain, (c) any negligent act or omission by you, or (d) any third party claim, action, or demand related

to the registration or use of the domain registered in your name (and this indemnification is in addition to any indemnification required under the Dispute Policy). “Reasonable attorneys’ fees and costs” as used in this Section 13 includes without limitation fees and costs incurred to interpret or enforce this Section 13. the Company may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim. The Company will provide you with reasonably prompt notice of any Claim.

- b) **Indemnification of ICANN and Registry Operators.** You agree to indemnify, defend, and hold harmless ICANN, Registry Operator(s) (including but not limited to VeriSign, Inc., Public Interest Registry, Afiliis Limited, SITA, NeuLevel, Inc., and NeuStar, Inc.) and their respective subcontractors, shareholders, directors, officers, employees, affiliates and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and costs and any other expenses arising out of or related to your domain registration and any disputes regarding same. Some Registry Operators may not allow this indemnification provision to apply, as contained herein; in such cases, this provision is in effect to the full extent permitted by law as applicable to such Registry Operator.
- c) These indemnification obligations shall survive the termination or expiration of this Registration Agreement.

Warranty Disclaimer; Limitation of Liability

- a) **Disclaimer of warranty.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS REGISTRATION AGREEMENT OR ANY OF ITS SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WITHOUT ANY LIMITATION TO THE FOREGOING, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN UNDER THIS REGISTRATION AGREEMENT WILL PREVENT CHALLENGES TO YOUR DOMAIN REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF ANY DOMAIN REGISTERED TO YOU.
- b) **Limitation of liability.** YOU AGREE THAT THE COMPANY AND THE INDEMNIFIED PARTIES, AS DEFINED IN SECTION 12(a) OF THIS REGISTRATION AGREEMENT, WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (A) SUSPENSION OR LOSS OF THE DOMAIN REGISTRATION IN YOUR NAME; (B) USE OF YOUR DOMAIN REGISTRATION BY YOU OR OTHERS, WHETHER OR NOT AUTHORIZED BY YOU TO HAVE SUCH USE; (C) INTERRUPTION OF BUSINESS; (D) ACCESS DELAYS, DENIAL OF SERVICE (DOS) ATTACKS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEBSITE(S) YOU ACCESS BY THE DOMAIN REGISTERED IN YOUR NAME; (E) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (F) EVENTS BEYOND THE COMPANY’S OR ANY OF SUCH INDEMNIFIED PARTIES’ REASONABLE CONTROL; (G) THE PROCESSING OF YOUR DOMAIN APPLICATION; (H) ANY FAILURES OF ENCRYPTION OR OTHER SERVICES PROVIDED; OR (I) APPLICATION OF THE DISPUTE POLICY. THE

COMPANY AND THE INDEMNIFIED PARTIES ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF SUCH INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S OR ANY OF SUCH INDEMNIFIED PARTIES' MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR REGISTRATION OF THE DOMAIN THAT IS AT ISSUE FOR THE THEN-CURRENT PERIOD OF REGISTRATION.

Term and Termination

- a) **Term.** The term of this Registration Agreement commences on the day you accept this Registration Agreement to the day until the occurrence of any of the following: (a) your domain registration is cancelled; (b) your domain is transferred to a third party; or (c) your domain expires or is terminated (in accordance with Section 15.c, below) (collectively, "Termination"). Your obligation to pay any fees or other amounts under this Agreement which arose prior to expiration or other termination of this Registration Agreement shall survive any such expiration or termination.
- b) **Domain suspension, cancellation or transfer.** You acknowledge and agree that your domain registration is subject to suspension, cancellation or transfer (cancellation or transfer collectively referred to as, "Cancellation") (a) to correct mistakes by the Company, another registrar, or a Registry Administrator in administering the domain name or (b) for the resolution of disputes concerning the domain pursuant to an ICANN policy or procedure. It is your responsibility to verify if any domain is infringing anyone else's rights, prior to registration. If the domain name you have registered is found to be infringing on another person's rights, determined in the Company's discretion, the Company has the right to cancel your registration immediately. If you are in willful violation of our agreement, you will not be entitled to any refund. You also agree that the Company shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify a domain registration upon up to seven (7) calendar days prior notice or after such time as the Company receives a properly authenticated order from a court of competent jurisdiction, or arbitration award, requiring the suspension, cancellation, transfer or modification of the domain registration.
- c) **Termination.** The Company reserves the right to suspend, cancel, transfer or modify your domain registration if: (a) you materially breach this Registration Agreement (including the Dispute Policy) and do not cure such breach within ten (10) days of notice by the Company; (b) you use the domain to send unsolicited email, in violation of this Registration Agreement or applicable laws; (c) you use your domain in connection with unlawful activity; or (d) you otherwise violate this Registration Agreement as determined by the Company in its sole discretion. WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS ASSOCIATED WITH THE TERMINATION OF YOUR RIGHTS TO THE DOMAIN NAME.
- d) **Survival.** The following provisions will survive Termination or Cancellation of this Registration Agreement: Sections 2, 9, 12, 13, 14, 15 and 16.

Additional Terms

- a) **Governing law; jurisdiction.** any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the Republic of India.
- b) Notwithstanding the foregoing, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Arbitration.

Your use of the Services is also governed by the following:

All disputes, controversies and differences arising out of or relating to this Agreement, including a dispute relating to the validity or existence of this Agreement (“Dispute”) shall be referred to and resolved by arbitration in Mumbai, India under the provisions of the Arbitration and Conciliation Act, 1996; provided that, to the extent a party may suffer immediate and irreparable harm for which monetary damages would not be an adequate remedy as a result of the other party’s breach or threatened breach of any obligation hereunder, such party may seek equitable relief, including an injunction, from a court of competent jurisdiction, which shall not be subject to this Section. The arbitration tribunal shall consist of one (1) arbitrator jointly appointed by the parties within fifteen (15) days from the date of first recommendation for an arbitrator in written form for a party to the other. If the parties fail to agree on appointment of such arbitrator, then the arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. As part of the terms of the appointment of the arbitrator(s), the arbitrator(s) shall be required to produce a final and binding award or awards within six (6) months of the appointment of the sole arbitrator (jointly appointed by the parties). Parties shall use their best efforts to assist the arbitrator(s) to achieve this objective, and the parties agree that this six (6) month period shall only be extended in exceptional circumstances, which are to be determined by the arbitrator(s) in its absolute discretion. The arbitral award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in accordance with its terms. The arbitrator shall state reasons for its findings in writing. The parties agree to be bound thereby and to act accordingly. All costs of the arbitration shall be borne equally by the parties.

- a) **Notices.** You agree that any notices required to be given under this Registration Agreement by the Company to you will be deemed to have been given if delivered in accordance with the contact information you have provided.
- b) **Relationship.** The Company and you are independent contractors and nothing contained in this Registration Agreement places the Company and you in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make

contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.

- c) **Waiver.** No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Registration Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- d) **Severability.** If any provision or portion of any provision of this Registration Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.
- e) **Assignment.** You may not assign or transfer this Registration Agreement or any of your rights or obligations hereunder, without the prior written consent of the Company and/or without using the Company's domain transfer process in compliance with ICANN's policies. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. The Company may assign its rights and obligations under this Registration Agreement, and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without your consent. This Registration Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. You agree that the Company may transfer your domain name from one accredited registrar to another accredited registrar without requiring your consent, to the extent not prohibited by ICANN or applicable registry rules or by applicable law.
- f) **Intellectual property.** Except for your Content (as defined above), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, "Company Content"), are the proprietary property of the Company. No Company Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purposes in any form or by any means, in whole or in part, other than as expressly permitted in this Registration Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Company Content. Any use of the Company Content other than as specifically authorized herein is prohibited and will automatically terminate your rights with respect to use of the services and the Company Content granted herein. All rights of the Company or its licensors that are not expressly granted in this Registration Agreement are reserved to the Company and its licensors.
- g) **Entire agreement.** This Registration Agreement, and the attachments and documents referenced herein, including but not limited to the applicable Dispute Policy (as modified from time to time), constitute the complete and exclusive agreement between you and

the Company, and supersede and govern all prior proposals, agreements, or other communications with respect to the subject matter hereof.

APPENDIX 1.

ADDITIONAL REGISTRY REQUIREMENTS

Your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by, which incorporates by reference, all agreements, guidelines, policies, practices, procedures, registration requirements or operational standards of the TLDs in which you register any domain.

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) governs your use of the Services and is incorporated by reference into our Terms of Service. Unless otherwise stated, defined terms in this AUP have the meanings provided to them in the Terms of Service. We may modify this AUP at any time without notice.

You shall use the Services only for lawful purposes. Transmission, storage, or display of any information, data, or material in violation of applicable laws or regulations, including without limitation the laws of the Commonwealth of Massachusetts, is prohibited. We reserve the right to terminate the Services for any Customer that exposes the Company to legal liability or threatens its ability to provide services to other customers. You agree to indemnify and hold the Company harmless from any claims resulting from your use of the Services.

Prohibited Uses

You may not use the Services to publish content or engage in activity that is harmful to others or illegal under applicable law. Any content that, in our judgment, violates our Terms of Service, including this AUP, in any manner may be removed from our servers (or otherwise disabled), with or without notice. Examples of prohibited content and activities can be found in this section.

Zero Tolerance Spam Policy

We maintain a zero tolerance policy for use of our network or services to send unsolicited bulk or commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 (“SPAM”). Please review this section to avoid action under our AUP.

Defamation and Objectionable Content

We respect that the Internet provides a forum for free and open discussion and dissemination of information. Accordingly, we generally do not screen, monitor or control customer content. However, if we are made aware of content that violates the law or this AUP, we will consider the matter and take appropriate action as determined in our sole discretion balancing the merits of the complaint with the right to freedom of expression.

Enforcement

We may terminate your Services with or without notice upon any violation of this AUP. This section describes how we may enforce this AUP.

Reporting AUP Violations

If you feel you have discovered a violation of our AUP, please review this section to learn about our reporting procedures.

Prohibited Uses:

- a) **No Illegal or Harmful Use** – You may not use the Services to publish content or engage in activity that is harmful to others or illegal under applicable law, including without limitation in connection with any of the following illegal, harmful or fraudulent activities:
- I. Disclosing private sensitive personal information about others;
 - II. Distributing malware or other malicious code;
 - III. Engaging in the unlawful distribution of controlled substances and drug contraband;
 - IV. Engaging in the unlawful distribution of prescription medications, including, but not limited to, promotion, marketing, or sale of prescription medications without a valid prescription;
 - V. Gambling;
 - VI. Hosting child pornography or content that is potentially harmful to minors (Any website found to be hosting child pornography or linking to child pornography will be suspended immediately without notice and reported to law enforcement or the National Center for Missing and Exploited Children (NMEC));
 - VII. Hosting FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme, High-Yield Interest Programs (HYIP) or related sites;
 - VIII. Hosting or linking to a website intended to deceive the public including, but not limited to sites listed at aa419.org & escrow-fraud.com;
 - IX. Hosting or linking to an anonymous proxy server;
 - X. Infringing upon the Intellectual Property Rights of Others. This includes, but is not limited to, the unauthorized copying or distribution of movies, music, books, photographs, software/warez, or any other copyrighted work. If you believe that your intellectual property rights are being infringed upon, please notify us by completing the Report Abuse form, or emailing us at abuse@Hypernet.in;
 - XI. Money laundering;
 - XII. Phishing or engaging in identity theft; and
 - XIII. Selling weapons or ammunition.
- b) **No Unauthorized System Access or Network Abuse** – You may not use the Services to gain access into any network or system without permission. Prohibited activities include:
- I. Accessing another network without permission, to probe or scan for vulnerabilities or breach security or authentication measures;
 - II. Attacking other networks (i.e. Denial of Service (DoS) attacks);
 - III. Intercepting or monitoring data without permission;
 - IV. Running a file sharing site;
 - V. Running any software that interfaces with an IRC (Internet Relay Chat) network;
 - VI. Using any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information,

store information, search, generate searches, or monitor any portion of our website or servers for any unauthorized purpose;

- c) **Don't Hamper System Performance** – Consuming excessive amount of server resources is prohibited. This leads to server performance issues and may cause a disruption to our systems or other customers. Use of any scripts or processes that may adversely impact our systems is prohibited.
- d) **No Adult Content** – You may not use the Services to distribute pornography or other adult-related content or offer any escort services.
- e) **No Storage of Backups** – Backing up personal data to a hosting account is prohibited. Our Services are designed to host your website, not serve as a data repository. We reserve the right to remove backups from your hosting account.

Zero Tolerance Spam Policy

- a) You may not use the Services to send spam or bulk unsolicited messages. We maintain a zero tolerance policy for use of its network or services in any manner associated with the transmission, distribution or delivery of any bulk e-mail, including unsolicited bulk or unsolicited commercial e-mail, or the sending, assisting, or commissioning the transmission of commercial e-mail that does not comply with the U.S. CAN-SPAM Act of 2003 (“SPAM”).
- b) “Safe lists,” purchased lists, and selling of lists will be treated as SPAM. We may terminate the account of any User who sends out SPAM with or without notice.
- c) Websites advertised via SPAM (i.e. Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to, SPAM sent via fax, phone, postal mail, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may use our Services. Any User account which results in our IP space being blacklisted will be immediately suspended and/or terminated.
- d) Please familiarize yourself with the CAN-SPAM Act. Information about the CAN-SPAM Act may be found by accessing the following link: <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>

Defamation and Objectionable Content

We value the freedom of expression and encourages Users to be respectful with the content they post. As a webhost, we are not a publisher of User content and generally not in a position to investigate the veracity of individual defamation claims or to determine whether certain material, which we may find objectionable, should be censored. Accordingly, we generally require a court order from a court of competent jurisdiction, as determined by the Company in its sole discretion, to take down alleged defamatory or objectionable content. However, we reserve the right to disable or remove any content to prevent harm to others or to the Company, as determined in our sole discretion.

Enforcement

- a) Resellers. If there is a violation of this AUP by a User of a Reseller, we will suspend the account in question and notify the Reseller so that the Reseller can address the matter with the User. The occurrence of additional violations on a User account may result in the immediate suspensions or termination of your Reseller account.
- b) Direct customers. Your Services may be terminated with or without notice upon any violation of this AUP.
- c) If applicable, violations will be reported to the appropriate law enforcement agency.
- d) A failure to respond to an email from our compliance team within forty-eight (48) hours, or as otherwise specified in the email, may result in the suspension or termination of your Services.
- e) We reserve the right to enforce, or not enforce, this AUP in our sole discretion.

Reporting violations of this AUP.

If you feel you have discovered a violation of our AUP please complete the Report Abuse form, or email us at abuse@Hypernet.in