



# Webberstop India

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GSTIN: 09AABFW1087G1Z2

## HOSTING TERMS AND CONDITIONS OF SERVICE

THE PURPOSE OF THESE TERMS AND CONDITIONS OF SERVICE (TOS) IS TO PROVIDE A LEGAL FRAMEWORK UNDER WHICH OUR CUSTOMERS CAN CONDUCT BUSINESS. THE TOS ALSO SERVES TO ENSURE THAT CUSTOMERS ARE USING WEBBERSTOP.COM SERVICES IN A WAY THAT DOES NOT INFRINGE ON THE RIGHTS OF OTHER CUSTOMERS AND INTERNET USERS-AT-LARGE, AND THAT NO CUSTOMER USES WEBBERSTOP.COM'S SERVICES IN A WAY THAT IS DETRIMENTAL TO OTHER WEBBERSTOP.COM CUSTOMERS. ALL CUSTOMERS OF WEBBERSTOP.COM'S SERVICES AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SERVICE. WEBBERSTOP.COM RESERVES THE RIGHT TO ADD TO, MODIFY, OR DELETE ANY PROVISION OF THESE TERMS AND CONDITIONS OF SERVICE AT ANY TIME AND WITHOUT NOTICE. THE AMENDED TERMS AND CONDITIONS OF SERVICE WILL TAKE EFFECT UPON ITS POSTING ON WEBBERSTOP.COM'S WEB SITE ([HTTPS://WWW.WEBBERSTOP.COM](https://www.webberstop.com)). THESE TERMS AND CONDITIONS OF SERVICE SUPERSEDE ALL PREVIOUS TERMS AND CONDITIONS OF SERVICE WHETHER WRITTEN, ORAL, BY CONDUCT, OR OTHERWISE.

### 1.0 DEFINITIONS

THE FOLLOWING TERMS ARE FOUND IN THESE TERMS AND CONDITIONS OF SERVICE AND ARE USED ACCORDING TO THEIR DEFINITIONS AS PRESENTED BELOW:

**ACCOUNT.** A SUBSCRIPTION TO ONE WEB HOSTING PLAN AND/OR ANY OTHER WEBBERSTOP.COM SERVICE.

**ACCOUNT OWNER.** THE INDIVIDUAL OR LEGAL ENTITY WHO IS THE PURCHASER-OF-RECORD FOR THE ACCOUNT(S) AND ASSOCIATED SERVICES COVERED BY THESE TERMS AND CONDITIONS OF SERVICE. THE ACCOUNT OWNER IS THE PARTY WHO IS RESPONSIBLE FOR ENSURING THAT ALL USERS OF THE ACCOUNT AND ASSOCIATED SERVICES ADHERE TO THESE TERMS AND CONDITIONS OF SERVICE. IN THIS DOCUMENT, THE ACCOUNT OWNER IS VARIOUSLY REFERRED TO AS "CUSTOMER," "YOU," "YOUR," AND "YOURS."

**ACCOUNT HOLDER.** THE ACCOUNT HOLDER MUST BE AN INDIVIDUAL AND IS THE PERSON LISTED AS THE OFFICIAL ACCOUNT CONTACT IN A WEB HOSTING ACCOUNT'S CONTROL PANEL. IN MOST CASES, THE ACCOUNT HOLDER IS THE SAME AS THE ACCOUNT OWNER, HOWEVER, THERE IS NO REQUIREMENT THAT THIS BE SO.

**MASS EMAILING** IS DEFINED AS THE SENDING OF ANY NUMBER OF EMAIL MESSAGES TO EITHER A RANDOM NUMBER OF EMAIL ADDRESSES, OR OPERATING ANY TYPE OF MAILING LIST. THIS INCLUDES MAIL LISTS THAT YOU MAY HAVE PURCHASED AS WELL AS OPT IN MAIL LISTS WHERE YOUR CUSTOMERS HAVE OPTED IN TO THIS LIST.

**SPAM.** UNSOLICITED EMAIL OR USENET MESSAGES SELLING SERVICES OR PRODUCTS OF ANY NATURE. ALSO KNOWN AS UNSOLICITED COMMERCIAL EMAIL (UCE).



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**SPAMMING.** THE ACT OF SENDING SPAM OR PROMOTING TOOLS TO FACILITATE THE SENDING OF SPAM. IN THIS AGREEMENT, SPAMMING INCLUDES: SENDING SPAM MESSAGES FROM AWEBBERSTOP.COM ACCOUNT; SENDING SPAM MESSAGES FROM ANOTHER ISP OR HOSTING COMPANY’S ACCOUNT THAT LINKS, DIRECTLY OR INDIRECTLY, BACK TO A SITE HOSTED BYWEBBERSTOP.COM ; AND THE ACT OF PROMOTING AND/OR SELLING SOFTWARE TOOLS, MAILING LISTS, OR OTHER PRODUCTS AND SERVICES THAT FACILITATE THE SENDING OF SPAM.

**TERMS AND CONDITIONS OF SERVICE (TOS).** THE CONTRACTUAL AGREEMENT (THIS DOCUMENT) BETWEENWEBBERSTOP.COM AND THE CUSTOMER FOR THE PROVISION AND USE OF WEB HOSTING AND ASSOCIATED SERVICES. IN THIS DOCUMENT, TERMS AND CONDITIONS OF SERVICE IS VARIOUSLY REFERRED TO AS “TOS” AND “THIS AGREEMENT.”

**USER(S).** THE ACCOUNT OWNER AND ANY INDIVIDUALS AUTHORIZED BY THE ACCOUNT OWNER WHO MAKE USE OF WEBBERSTOP.COM’S SERVICES UNDER A SPECIFIC ACCOUNT.

## 2.0 WEBBERSTOP.COM’S OBLIGATIONS

### 2.1 TERMS AND CONDITIONS OF SERVICE

WE WILL PUBLISH THESE TERMS AND CONDITIONS OF SERVICE (TOS) ON OUR WEBSITE FOR ALL CUSTOMERS AND PROSPECTIVE CUSTOMERS TO VIEW. THE PUBLISHED LOCATION OF THIS TOS IS: [HTTPS://WWW.WEBBERSTOP.COM/PRIVACY-POLICY.PHP](https://www.webberstop.com/privacy-policy.php) WE RESERVE THE RIGHT TO CHANGE THIS TOS AT ANY TIME WITHOUT PRIOR NOTICE TO YOU.

### 2.2 SERVICE AND AVAILABILITY

1. WE WILL PROVIDE YOU WITH HOSTING SERVICES SUCH AS DEDICATED SERVERS, VIRTUAL PRIVATE SERVERS, SHARED WEB HOSTING, EMAIL SERVICES, BACKUP SERVICES ON OUR NETWORK.

2. ON AVERAGE, WEBBERSTOP.COM SUSTAINS A 99.9 PERCENT LEVEL OF AVAILABILITY FOR ALL OUR SERVICES; WE DO NOT, HOWEVER, GUARANTEE THIS LEVEL OF AVAILABILITY. THE APPLICABLE WEB HOSTING AND EMAIL SERVICES ARE LIMITED TO:

- HTTP/HTTPS . PROTOCOLS USED FOR VIEWING WEB PAGES
- FTP . PROTOCOLS USED FOR UPLOADING PAGES TO AND DOWNLOADING PAGES FROM YOUR WEBSITE, PRIMARILY TO CONDUCT WEBSITE MAINTENANCE
- POP3, IMAP, SMTP . PROTOCOLS USED FOR RECEIVING EMAIL [POP3 AND IMAP] AND SENDING EMAIL [SMTP]



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3. WEBBERSTOP.COM WILL, FROM TIME TO TIME, SCHEDULE MAINTENANCE ON ITS EQUIPMENT AND SOFTWARE. DURING THESE TIMES, ONE OR MORE OF THE ABOVE SERVICES MAY BECOME UNAVAILABLE. IN GENERAL, WE HAVE VERY FEW MAINTENANCE OUTAGES AND WE WORK DILIGENTLY WHEN SUCH AN INCIDENT OCCURS, USUALLY BEFORE CUSTOMERS KNOW.

4. PLANNED MAINTENANCE OUTAGES ARE SCHEDULED FOR TIMES THAT WILL AFFECT THE FEWEST NUMBER OF CUSTOMERS. WE RECOGNIZE, AND YOU SHOULD RECOGNIZE, THAT WE CANNOT PICK A TIME THAT WILL AFFECT NO CUSTOMERS.

5. SCHEDULED OUTAGES FOR MAINTENANCE ARE NOT INCLUDED IN WEBBERSTOP.COM 'S AVAILABILITY STATISTICS.

6. OCCASIONALLY, IT MAY BECOME NECESSARY TO PERFORM EMERGENCY UPDATES TO OUR SYSTEMS AS MIGHT BE THE CASE TO MEET AN EMERGING SECURITY THREAT. SUCH OUTAGES ARE NOT INCLUDED IN WEBBERSTOP.COM 'S AVAILABILITY STATISTICS.

## 2.3 SUPPORT

1. WE WILL STRIVE TO RESOLVE ALL SUPPORT REQUESTS MADE BY YOU TO US WITHIN 48 HOURS OF THE TIME YOU FILED YOUR SUPPORT REQUEST. THIS ASSUMES THAT YOU FOLLOWED THE ACCEPTED METHOD(S) FOR REQUESTING SUPPORT. FIRST, SUBMIT A TROUBLE TICKET AT [HTTPS://WWW.WEBBERSTOP.COM/INDEX.PHP?/TICKETS/NEW/](https://www.webberstop.com/index.php?/tickets/new/). SECOND, CALL IF THE MATTER IS CRITICAL (THAT IS IF OUR SYSTEMS *SEEM* TO BE DOWN).

2. WE PROVIDE SUPPORT ON A BEST-EFFORTS BASIS. ALTHOUGH WE WILL MAKE EVERY ATTEMPT TO RESOLVE YOUR SUPPORT REQUESTS IN A TIMELY, SATISFACTORY MANNER, WE MAKE NO GUARANTEES THAT OUR SUPPORT SERVICES WILL, IN FACT, RESOLVE THE SUPPORT REQUEST TO YOUR SATISFACTION.

3. OUR SUPPORT DESK OPERATES MONDAY TO FRIDAY, BETWEEN THE HOURS OF 9:00AM AND 5:00PM, EASTERN TIME. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THESE HOURS OF OPERATION WITHOUT NOTICE.

## 2.4 SUBCONTRACTORS AND AGENTS OF WEBBERSTOP.COM

1. WE MAY MEET OUR OBLIGATIONS TO YOU DIRECTLY OR THROUGH THE USE OF SUBCONTRACTORS AND/OR AGENTS. OUR USE OF SUBCONTRACTORS AND/OR AGENTS DOES NOT RELIEVE US OF OUR OBLIGATIONS UNDER THIS AGREEMENT.

2. SUBCONTRACTORS AND AGENTS ARE REQUIRED TO OBSERVE THIS TOS AS WELL AS OUR PRIVACY POLICY, WHICH IS DOCUMENTED AT: [HTTPS://WWW.WEBBERSTOP.COM/PRIVACY-POLICY.PHP](https://www.webberstop.com/privacy-policy.php)



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## 2.5 OWNERSHIP OF CUSTOMER DATA AND DOMAINS

1. WEBBERSTOP.COM MAKES NO CLAIM OR REPRESENTATION OF OWNERSHIP OVER YOUR FILES AND EMAIL AS STORED ON OUR SERVERS. YOU RETAIN FULL OWNERSHIP OF YOUR DATA.
2. WEBBERSTOP.COM MAKES NO CLAIM OR REPRESENTATION OF OWNERSHIP OVER YOUR DOMAIN NAME(S) AS REGISTERED ON OUR SERVERS OR THOSE OF OUR DOMAIN REGISTRY SERVICE. YOU RETAIN LEGAL TITLE TO YOUR DOMAIN NAME(S).
3. WEBBERSTOP.COM WILL NOT HOLD YOUR DOMAIN NAME AS A RANSOM FOR FUNDS AT ANYTIME.

## 2.6 FILE BACKUPS

1. WEBBERSTOP.COM WILL USE ITS BEST EFFORTS TO MAINTAIN AND BACK UP YOUR WEB HOSTING, DATABASE, AND EMAIL FILES. HOWEVER, WE DO NOT GUARANTEE THAT A BACKUP CAN BE RESTORED.
2. RESTORING BACKUPS OF CUSTOMER FILES IS AN ADDED-COST ITEM BILLED AS PER THE SERVICES AVAILAED. WEBBERSTOP.COM CANNOT GUARANTEE THAT ANY RESTORATION OF A BACKUP WILL SUCCEED; REGARDLESS OF SUCCESS, YOU WILL BE BILLED FOR THE SERVICES.

## 2.7 DOMAINS

1. WEBBERSTOP.COM OFFERS DOMAIN NAME REGISTRY SERVICES AS A RESELLER OF SUCH SERVICES. WEBBERSTOP.COM MAKES NO REPRESENTATION OR GUARANTEE THAT ANY PARTICULAR DOMAIN NAME WILL BE AVAILABLE, REGARDLESS OF WHETHER A WHOIS SEARCH INDICATES THE DOMAIN IS AVAILABLE. WEBBERSTOP.COM ALSO MAKES NO REPRESENTATION OR GUARANTEE THAT OUR REGISTRAR WILL REGISTER A PARTICULAR DOMAIN TO THE CUSTOMER.
2. DOMAIN REGISTRY SERVICES ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE REGISTRAR'S DOMAIN NAME REGISTRANT AGREEMENT, OF THE REGISTRATION PROVIDER.

## 2.8 SPAM, SPAMMING, AND SPAMMERS

WEBBERSTOP.COM IS TOUGH ON SPAMMERS. WEBBERSTOP.COM IS STRICT IN THE POLICY REGARDING SPAMMING FOR THE BETTERMENT OF THE INTERNET COMMUNITY AND TO PROTECT OUR CUSTOMERS. A CUSTOMER WHO SPAMS NOT ONLY IS DOING A WRONG THING, IT CAN CAUSE OUR MAIL SERVERS TO BE BLACKLISTED WHICH CAN AFFECT ALL CUSTOMERS MAIL SERVICES. WE WILL NOT KNOWINGLY HOST THE DOMAINS OF, NOR PROVIDE SERVICES TO, THOSE INVOLVED IN "SPAMMING" IN ANY CONTEXT.



SPAM AND SPAMMING IS EXPRESSLY PROHIBITED BY THIS AGREEMENT. WE WILL SUSPEND OR DELETE ANY ACCOUNT THAT WE FIND TO BE INVOLVED IN SPAMMING ACTIVITIES **WITHOUT WARNING AND WITH NO REFUND OF ANY FEES**. SUSPECTED VIOLATIONS OF OUR NO-SPAM/NO SPAMMING POLICY SHOULD BE BROUGHT TO OUR ATTENTION IMMEDIATELY BY SUBMITTING A TROUBLE TICKET AT [HTTPS://WWW.WEBBERSTOP.COM/INDEX.PHP?/TICKETS/NEW/](https://www.webberstop.com/index.php?/tickets/new/).

#### **2.8.1 PENALTY.**

FURTHER, DEPENDING ON THE SEVERITY OF YOUR SPAMMING, WEBBERSTOP.COM RESERVES THE RIGHT TO CHARGE YOU BETWEEN \$1.00 - \$160.00 PER SPAM SENT THROUGH OUR NETWORK. YOUR WEB SITE CONTENT WILL ALSO BE CONFISCATED AND IT WILL BE NEVER RETURNED TO YOU.

#### **2.8.2 ACCOUNT CONTROL LOSS:**

WEBBERSTOP.COM WILL ALSO PLACE A PAGE ON YOUR WEB SITE THAT REVEALS YOU AS A SPAMMER. THIS PAGE WILL BE VIEWABLE BY ALL YOUR VISITORS UNTIL SUCH TIME AS YOU SIGN UP WITH ANOTHER PROVIDER AND DNS PROPAGATION HAS TAKEN PLACE (USUALLY 24+ HOURS). WEBBERSTOP.COM WILL EXHAUST EVERY LEGAL OPTION TO ENSURE THAT YOUR SPAMMING DAYS CEASE. IN SHORT: SPAMMERS GO ELSEWHERE. WE SEEK TO PROTECT OUR CUSTOMERS, WE HATE SPAM AND THE COUNTLESS GARBAGE EMAILS WE ALL RECEIVE EVERYDAY.

#### **2.8.3 USING THIRD PARTY MAIL SERVERS FOR SPAMMING:**

IF YOU USE THE SERVICES OF ANOTHER PROVIDER (INCLUDING BUT NOT LIMITED TO THE USE OF ADDRESS LISTS OBTAINED FROM A THIRD PARTY VENDOR OR PROVIDER) TO PROMOTE A WEB SITE HOSTED BY OR THROUGH WEBBERSTOP.COM , THEN THE PROVISIONS OF THE ABOVE POLICY SHALL APPLY AS IF THE SPAM WERE SENT THROUGH OUR SERVERS.

### **3.0 CUSTOMER OBLIGATIONS**

#### **3.1 TERMS AND CONDITIONS OF SERVICE**

1. YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS OF SERVICE (TOS) FOR EACH ACCOUNT YOU HAVE AT WEBBERSTOP.COM .
2. YOU AGREE THAT WEBBERSTOP.COM HAS THE RIGHT TO CHANGE THIS TOS WITHOUT PRIOR NOTICE TO YOU AND THAT YOU WILL ABIDE BY THE REVISED TOS.



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3. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO CHECK THIS TOS FOR REVISIONS ON A REGULAR BASIS. WE SUGGEST THIS SHOULD BE ONCE PER MONTH AT OUR WEBSITE POLICIES PAGE.

4. RESELLER CUSTOMERS ALSO ADDITIONALLY AGREE TO THE TERMS OF THE RESELLER TOS LOCATED AT OUR WEBSITE POLICIES PAGE.

### 3.2 AGE OF ACCOUNT OWNER

YOU AGREE THAT YOU ARE 18 YEARS OF AGE OR OLDER. WE CANNOT PROVIDE SERVICES TO THOSE UNDER THE AGE OF 18 WITHOUT THE EXPRESS WRITTEN PERMISSION OF THAT PERSON'S PARENT OR LEGAL GUARDIAN. THIS PERMISSION MUST BE SENT TO US BY POSTAL MAIL AND MUST INCLUDE PROOF THAT THE PERSON PROVIDING THE PERMISSION IS, INDEED, THE MINOR'S PARENT OR LEGAL GUARDIAN.

### 3.3 BILLING POLICY

1. YOU AGREE TO THE TERMS AND CONDITIONS OF OUR BILLING AGREEMENT, WHICH IS DOCUMENTED AT OUR WEBSITE ON OUR POLICIES PAGE.

2. **OVER LIMIT FEES AND CHARGES:** YOU WILL NOT EXCEED THE BANDWIDTH, STORAGE AND E-MAIL USAGE LIMITS OUTLINED BY YOUR PARTICULAR WEB HOSTING PACKAGE. IF YOU USE ANY BANDWIDTH OR STORAGE SPACE IN EXCESS OF THE AGREED UPON NUMBER OF MEGABYTES PER MONTH OR IF YOU EXCEED E-MAIL STORAGE AND ATTACHMENT SIZE LIMITATIONS, WEBBERSTOP.COM MAY, IN ITS SOLE DISCRETION, ASSESS YOU WITH ADDITIONAL CHARGES. IF WEBBERSTOP.COM ELECTS TO TAKE ANY CORRECTIVE ACTION, WEBBERSTOP.COM WILL NOT REFUND ANY UNUSED PRE-PAID FEES. **YOUR USE OF YOUR ACCOUNT AND ACCESS TO IT IS YOUR RESPONSIBILITY.** YOU ARE RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT RESULTING IN BANDWIDTH, STORAGE AND/OR E-MAIL USAGE EXCEEDING THE LIMITS OUTLINED IN YOUR PARTICULAR WEB HOSTING PACKAGE SPECIFICATIONS AND RESULTANT CHARGES.

3. YOU AGREE THAT HOSTING SERVICES ARE BILLED **IN ADVANCE** BASED ON THE TERMS OF THE HOSTING PLAN TO WHICH YOU SUBSCRIBED.

4. YOU AGREE THAT WEBBERSTOP.COM RESERVES THE RIGHT TO CHANGE THE FEE CHARGED FOR ANY WEBBERSTOP.COM SERVICES UNDER THIS AGREEMENT UPON ADVANCE NOTICE TO YOU. THE FEE CHANGE WILL BECOME EFFECTIVE AT YOUR NEXT RENEWAL.

5. IF YOU PAID BY CREDIT CARD, YOU AGREE THAT WEBBERSTOP.COM MAY RENEW YOUR ACCOUNT AUTOMATICALLY FOR A TERM IDENTICAL TO YOUR MOST RECENT PREVIOUS TERM. IF, FOR EXAMPLE, YOU WERE ON AN ANNUAL TERM, THE AUTOMATIC RENEWAL WOULD BE FOR ONE YEAR. IF YOU WERE ON A MONTHLY TERM, THE AUTOMATIC RENEWAL WOULD BE FOR ONE MONTH.



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6. IF YOU PAID BY CREDIT CARD, YOU FURTHER AGREE THAT WEBBERSTOP.COM MAY CONTINUE TO RENEW YOUR ACCOUNT INDEFINITELY UNTIL SUCH TIME AS YOU NOTIFY US IN WRITING (BY EMAIL, POSTAL MAIL, OR FAX) THAT YOU WISH TO CANCEL YOUR ACCOUNT. SEE ACCOUNT CANCELLATION FOR DETAILS OF THE CANCELLATION PROCESS.

7. YOU AGREE THAT THERE ARE **NO REFUNDS** AFTER SERVICE PROVISIONING.

8. YOU AGREE THAT WE RESERVE THE RIGHT TO OFFER PROMOTIONAL RATES WHICH MAY OR MAY NOT BE MORE FAVORABLE THAN THE TERMS UNDER WHICH YOU ENTERED THIS AGREEMENT. ANY SUCH PERIODIC SPECIAL RATES SHALL NOT EFFECT THE THEN EXISTING RIGHTS AND RESPONSIBILITIES OF EACH PARTY.

9. YOU AGREE THAT YOU MAY NOT CANCEL YOUR EXISTING ACCOUNT AND RE-SUBSCRIBE TO TAKE ADVANTAGE OF A PROMOTIONAL OFFER.

10. YOU AGREE THAT WEBBERSTOP.COM MAY, AT ITS OPTION, SUSPEND OR DELETE YOUR ACCOUNT FOR NON-PAYMENT IF YOUR ACCOUNT IS 10 DAYS OR LONGER PAST-DUE.

11. YOU AGREE THAT ALL PAST-DUE AMOUNTS ARE DUE AND PAYABLE BEFORE YOU CAN CANCEL YOUR ACCOUNT.

12. YOU AGREE THAT IF WE MUST USE A COLLECTIONS AGENCY TO RECOVER PAST-DUE AMOUNTS, YOU ARE LIABLE FOR ALL FEES, AND COLLECTION COSTS.

### 3.4 DOMAIN REGISTRATION

1. YOU AGREE THAT YOU ARE RESPONSIBLE FOR THE RENEWAL AND RENEWAL FEES OF ANY DOMAIN(S) THAT YOU HAVE REGISTERED AT, OR TRANSFERRED TO, THE WEBBERSTOP.COM REGISTRAR. WEBBERSTOP.COM DOES NOT AUTOMATICALLY RENEW, OR BILL FOR, DOMAIN REGISTRATIONS.

2. YOU FURTHER AGREE TO BE BOUND BY THE UNIFORM DOMAIN-NAME DISPUTE-RESOLUTION POLICY (UDRP) SPECIFIED BY THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN). THE UDRP IS DOCUMENTED AT:

[HTTP://WWW.ICANN.ORG/UDRP/UDRP.HTM](http://www.icann.org/udrp/udrp.htm)





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## 3.5 ACCOUNT CANCELLATION BY CUSTOMER

1. YOU AGREE THAT ACCOUNT CANCELLATION MUST BE DONE ACCORDING TO THE PROCEDURE OUTLINED IN OUR CANCELLATION POLICY, WHICH IS DOCUMENTED IN OUR BILLING AGREEMENT ON OUR WEBSITE POLICIES WEB PAGE.
2. YOU FURTHER AGREE THAT THE ABOVE-REFERENCED CANCELLATION PROCEDURE IS THE **ONLY** MANNER IN WHICH YOU MAY CANCEL YOUR ACCOUNT WITH US.
3. IF YOU PAID BY CREDIT CARD, YOU AGREE THAT WEBBERSTOP.COM MAY RENEW YOUR HOSTING SUBSCRIPTION AUTOMATICALLY UNTIL SUCH TIME AS YOU NOTIFY US IN WRITING (BY EMAIL, POSTAL MAIL, OR FAX) THAT YOU WISH TO CANCEL YOUR ACCOUNT.
4. YOU AGREE THAT ALL PAST-DUE AMOUNTS ARE DUE AND PAYABLE BEFORE YOU CAN CANCEL YOUR ACCOUNT.

## 3.6 USE OF SHARED RESOURCES

WEBBERSTOP.COM OPERATES A SHARED HOSTING ENVIRONMENT, WHICH MEANS THAT THERE ARE MULTIPLE CUSTOMERS HOSTED ON ANY GIVEN SERVER. (UNLESS YOU HAVE A VPS OR DEDICATED SERVER WITH US) IN LIGHT OF THIS:

- **MAXIMUM DAILY SMTP EMAILS:** WE DO NOT ALLOW CLIENTS TO SEND MORE THAN 1000 E-MAILS PER HOUR FROM A SHARED HOSTING ACCOUNT. IF YOU NEED TO SEND MORE THAN 1000 E-MAILS PER HOUR, OPEN A SUPPORT TICKET AT [HTTPS://WWW.WEBBERSTOP.COM](https://www.webberstop.com). WE RESERVE THE RIGHT TO UPHOLD THIS LIMIT EVEN IF YOU REQUEST THAT IT BE INCREASED.
- **WEBSITE DEVELOPMENT:** YOU AGREE TO DESIGN YOUR WEBSITES IN SUCH A MANNER AS TO AVOID OVERLOADING OUR SERVERS BY CONSUMING INORDINATELY LARGE AMOUNTS OF RESOURCES SUCH AS PROCESSOR TIME, SYSTEM MEMORY, AND NETWORK BANDWIDTH.
- **EXCESSIVE CPU USAGE ON A SHARED HOSTING ENVIRONMENT:** YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PAYING FOR A HOST PLAN ON A *SHARED HOSTING ENVIRONMENT*. YOU AGREE THAT YOU ARE NOT PAYING FOR A DEDICATED MANAGED SERVER AND THAT YOU WILL NOT TRY TO USE YOUR SHARED HOST PLAN AS A DEDICATED SERVER. OUR HOST PLANS OFFER A GENEROUS AMOUNT OF BANDWIDTH AND RESOURCES AND 95% OF OUR CUSTOMERS WILL NEVER REACH THEIR HOST PLAN RESOURCE LIMITS UNLESS THEY ARE OFFERING SHAREWARE, VIDEO, LARGE SOUND FILES, IMAGE AND MULTIMEDIA ARCHIVES, OR ARE MIRROR SITES OR ANY SITE WHOSE PRIMARY PURPOSE IS FILE DISTRIBUTION. **WE STRONGLY DISCOURAGED YOU FROM STORING ANY FILES THAT CAUSE EXCESSIVE TRAFFIC ON THE SERVERS AND WE STRONGLY DISCOURAGE CUSTOMERS FROM TREATING OUR NETWORK AS IF THE SERVER IS THEIR OWN DEDICATED SERVER.**



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DISK SPACE YOU AGREE TO NOT USE YOUR SHARED HOSTING ACCOUNT AS A BACKUP STORAGE SERVER AND THAT THE FILES YOU UPLOAD ARE THERE BECAUSE IT IS REQUIRED BY YOUR WEBSITE OR SERVICES.

SHARED SERVER HOSTING ACCOUNTS ARE LIMITED IN USE OF THE AMOUNT OF SERVER RESOURCES. SHARED SERVER RESOURCE ABUSE INCLUDES ANY PROCESS OR SERVICE USAGE THAT AFFECTS NORMAL SHARED SERVER OPERATION, RESOURCES OR CONNECTIVITY, AND WHICH CAUSES A SERVER TO BECOME OVERLOADED. SHARED SERVER RESOURCES INCLUDE CPU AND MEMORY USAGE, NUMBER OF CONCURRENT PROCESSES, NUMBER OF CONCURRENT PORT OR DATABASE CONNECTIONS AND TOTAL BANDWIDTH.

YOU AGREE TO NOT USE EXCESSIVE AMOUNTS OF CPU, OR MEMORY ON THE SERVER THAT YOUR HOST PLAN RESIDES. YOU ALSO AGREE NOT TO USE OUR SERVERS OR NETWORK AS A PRODUCTION SERVER AS IF IT WERE A DEDICATED SERVER FOR JUST YOUR ACCOUNT. SHOULD YOUR USE OF YOUR WEB HOST ACCOUNT RESULT IN AN OVERLY HIGH LOAD ON ANY OF THE NETWORK'S EQUIPMENT, IN WEBBERSTOP.COM'S SOLE DISCRETION, WEBBERSTOP.COM MAY SUSPEND YOUR ACCOUNT UNTIL THE CAUSE OF ANY SUCH OVERLOAD IS DETERMINED AND RESOLVED. YOU AGREE THAT WEBBERSTOP.COM WILL HAVE NO LIABILITY TO YOU OR ANY OF YOUR END USERS DUE TO ANY CORRECTIVE ACTION THAT WEBBERSTOP.COM MAY TAKE AND THAT YOU WILL NOT BE ENTITLED TO A REFUND OF ANY FEES PAID IN ADVANCE PRIOR TO THE CORRECTIVE ACTION. WEBBERSTOP.COM SHALL BE THE SOLE ARBITER OF WHAT IS CONSIDERED TO BE A HIGH SERVER USAGE LEVEL. *NOTE THAT WEBBERSTOP.COM IS NOT RESPONSIBLE FOR VALIDATING OR TESTING YOUR CODE NOR DO WE PROVIDE HTML OR SOFTWARE CODING ASSISTANCE.*

*NOTE: POSSIBLE CAUSES OF SERVER RESOURCE ABUSE INCLUDE, BUT ARE NOT LIMITED TO, THE USE OF: CGI, PERL, SENDMAIL, MYSQL, MSSQL, PHP, ASP, HTTP, SMTP, POP3 AND FTP. IF SERVER RESOURCE ABUSE IS DETECTED, POSSIBLE ACTIONS INCLUDE, BUT ARE NOT LIMITED TO: DISABLING OF THE OFFENDING SCRIPT OR SCRIPTS, DISABLING OF THE SPECIFIC SERVICE, DISABLING OF THE ENTIRE ACCOUNT OR ACCOUNT CANCELLATION. IF SERVER OVERLOAD IS A RESULT OF SERVER RESOURCE ABUSE, THESE ACTIONS WILL BE TAKEN AFTER CONSULTATION WITH THE CLIENT IN QUESTION.*

### 3.7 EMAIL ABUSE

THE FOLLOWING ACTIVITIES ARE CONSIDERED AS EMAIL ABUSE AND ARE PROHIBITED:

1. UNSOLICITED BULK EMAILING AND MASS EMAILING. ALL ACCOUNTS, CUSTOMER WEBSITE PAGES AND CUSTOMER DATABASE APPLICATIONS/SCRIPTS CANNOT BE USED FOR MASS EMAILING OF ANY TYPE USING WEBBERSTOP.COM MAIL SERVERS. THIS INCLUDES, BUT NOT LIMITED TO COMMERCIAL ADVERTISING, MASS MAILING MORE THAN 1000 SMTP EMAILS PER HOUR PER EMAIL ACCOUNT, INFORMATIONAL ANNOUNCEMENTS, CHARITY REQUESTS, PETITIONS FOR SIGNATURES, AND POLITICAL OR RELIGIOUS TRACTS. SUCH EMAILS MAY ONLY BE SENT IN IF THE RECEIVER EXPLICITLY REQUESTED SUCH INFORMATION DIRECTLY FROM YOU.



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2. STEALTH EMAILING. THIS INCLUDES FORGING, ALTERING OR REMOVING EMAIL HEADERS
3. MAIL BOMBING. THIS INCLUDES SENDING A LARGE NUMBER OF EMAILS TO DISRUPT OR COMPROMISE A SERVERS, SYSTEMS OR NETWORK
4. EMAILING THAT MAY HARASS OR INTIMIDATE OTHERS. THIS INCLUDES HARASSMENT OR INTIMIDATION THROUGH FREQUENCY OF EMAILS, SIZE OF EMAILS AND THE LANGUAGE OF EMAILS. IF THE RECIPIENT ASKS TO STOP, YOU MUST DISCONTINUE SENDING ANY FURTHER EMAILS
5. NEWSGROUP SPAMMING. THIS INCLUDES UNWELCOME COMMERCIAL ADVERTISING AND POSTING THAT MAY BE AGAINST THE RULES OF A USENET DISCUSSION GROUP OR MAILING LIST.

SUCH ACTIVITIES CARRIED OUT FROM SERVERS/SYSTEMS NOT MANAGED BY WEBBERSTOP.COM ARE ALSO PROHIBITED IF THEY LINK TO WEBSITES, CONTENT OR MATERIAL HOSTED ON WEBBERSTOP.COM 'S SERVERS/SYSTEMS.

EMAILING ABUSE CARRIES A FINE OF UP TO \$160 CAD PER EMAIL MESSAGE SENT, DEPENDING ON THE SEVERITY OF THE VIOLATION. *EMAIL ABUSE IS ALSO GROUNDS FOR IMMEDIATE SUSPENSION OF YOUR SERVICE ACCOUNT AND AN APPROPRIATE LEGAL ACTION.* WEBBERSTOP.COM RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE AND ABSOLUTE DISCRETION, WHAT CONSTITUTES A VIOLATION OF THIS PROVISION.

### 3.8 SECURITY

1. YOU AGREE THAT MAINTAINING THE SECURITY AND INTEGRITY OF ITS NETWORK IS A PRIME RESPONSIBILITY OF WEBBERSTOP.COM AND THAT IN LIGHT OF THIS, WEBBERSTOP.COM MAY SUSPEND YOUR ACCOUNT WITHOUT NOTICE IF IT PERCEIVES YOUR ACCOUNT TO BE A RISK TO THE SECURITY OF OUR NETWORK AND/OR OTHER CUSTOMERS.
2. YOU AGREE THAT IN THE EVENT OF A SECURITY BREACH INVOLVING YOUR ACCOUNT, YOU ARE LIABLE FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT, YOUR WEBSITE, AND YOUR EMAIL. YOU ARE ALSO LIABLE FOR ANY DAMAGES THE SECURITY BREACH MAY CAUSE TO WEBBERSTOP.COM 'S SERVERS, NETWORK, AND OTHER CUSTOMERS AND FOR THE COSTS WEBBERSTOP.COM MAY INCUR IN RETURNING OUR SERVICE TO ITS NORMAL STATE.
3. YOU AGREE THAT IF THERE ARE TWO OR MORE SECURITY BREACHES OF YOUR ACCOUNT(S) AND/OR EMAIL, THAT WEBBERSTOP.COM HAS THE RIGHT TO SUSPEND OR CANCEL YOUR ACCOUNT ON FIVE (5) DAYS NOTICE.



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4. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MAINTAIN THE CONFIDENTIALITY OF PASSWORDS FOR YOUR CONTROL PANEL AND EMAIL ACCOUNTS. WE STRONGLY RECOMMEND THAT YOU CREATE AND USE "STRONG" PASSWORDS. STRONG PASSWORDS ARE AT LEAST SEVEN (8) CHARACTERS IN LENGTH, CONSIST OF A MIX OF UPPER- AND LOWER-CASE ALPHABETIC CHARACTERS, NUMERIC CHARACTERS, AND IDEALLY, ONE OR MORE SPECIAL CHARACTERS (E.G., #, \$, %, \*, AND SO ON). UNDER NO CIRCUMSTANCES SHOULD YOU USE PASSWORDS SUCH AS YOUR NAME, THE NAMES OF YOUR CHILDREN OR PETS, YOUR BIRTH DATE, AND SO ON. THESE ARE PRIME CANDIDATES FOR ABUSE BY HACKERS.

5. YOU AGREE THAT NO SECURITY SYSTEM IS 100 PERCENT FAILSAFE AND THAT YOUR PUBLIC FILES, EMAIL, AND PERSONAL INFORMATION COULD POTENTIALLY BE COMPROMISED BY ONLINE ATTACKS AGAINST OUR NETWORK AND SERVER SECURITY MECHANISMS OR PHYSICAL ATTACKS AGAINST OUR FACILITIES. WEBBERSTOP.COM GOES TO SIGNIFICANT LENGTHS TO ENSURE THAT ITS SYSTEMS AND FACILITIES ARE SECURE, HOWEVER, WE CANNOT ABSOLUTELY GUARANTEE THAT NO SECURITY BREACHES WILL OCCUR.

### 3.9 INCOMING EMAIL BLACKLISTING

YOU AGREE THAT WEBBERSTOP.COM MAY BLOCK INCOMING EMAIL FROM ANY OPEN MAIL RELAY, INTERNET PROTOCOL (IP) ADDRESS, OR OTHER SOURCE IF WE BELIEVE THAT SOURCE IS BEING USED TO SEND SPAM TO WEBBERSTOP.COM CUSTOMERS. SPAM CAN SO OVERBURDEN OUR MAIL SERVERS THAT ALL CUSTOMERS CAN EXPERIENCE SLOWDOWNS IN RECEIVING MAIL AND EVEN, POTENTIALLY, LOST MAIL.

### 3.10 SYSTEM AND NETWORK ABUSE

YOU AGREE NOT VIOLATE, NOR WILL YOU TRY TO VIOLATE, THE SECURITY OF OUR NETWORK AND SERVERS. DOING SO WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR ACCOUNT WITHOUT NOTICE OR REFUND. YOU WILL ALSO BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW AND YOU WILL BE LIABLE FOR ALL DAMAGES THAT OCCUR AS A RESULT OF YOUR INTRUSION OR INTRUSION ATTEMPT AS WELL AS COSTS TO RETURN WEBBERSTOP.COM 'S SYSTEMS AND NETWORK TO ITS NORMAL STATE. EXAMPLES OF SUCH VIOLATIONS INCLUDE, BUT ARE NOT LIMITED TO:

- ATTEMPTING TO GAIN UNAUTHORIZED ACCESS TO OUR SERVERS, NETWORK SYSTEMS, OR THE DATA STORED ON THESE DEVICES
- CONDUCTING SCANS OR OTHER PROBES OF OUR NETWORK TO TEST FOR VULNERABILITIES
- BREACHING AUTHENTICATION MEASURES TO GAIN UNAUTHORIZED ACCESS TO ANY ACCOUNT OR SERVICE



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- INTERFERING WITH ANY SERVICE TO ANY CUSTOMER OF WEBBERSTOP.COM OR ANY HOST OR NETWORK, EITHER WEBBERSTOP.COM 'S OR OTHERWISE
- MAIL BOMBING
- FORGING ANY TCP/IP HEADER OR ANY EMAIL OR USENET MESSAGE HEADER
- CONDUCTING ANY TYPE OF DENIAL OF SERVICE (DOS) OR DISTRIBUTED DENIAL OF SERVICE (DDOS) ATTACK
- **IN REGARDS TO PROXIES:** ANONYMOUS PROXIES, COOKIE HIDING PROXIES, EMAIL PROXIES, AND ANY OTHER FORM OF PROXY IS NOT ALLOWED ON ANY SERVER. ANY PROXY FOUND RUNNING ON ANY ACCOUNT WILL BE IMMEDIATELY DISABLED, AND THE USER NOTIFIED. IF ATTEMPTS TO CONTINUE RUNNING PROXIES ARE MADE, THE ACCOUNT MAY BE SUSPENDED WITHOUT FURTHER NOTICE GIVEN. PROXIES ARE DEEMED TO BE SERVER ABUSE. THEY CONSUME MANY CPU CYCLES, BANDWIDTH, AND USE HIGH AMOUNTS OF MEMORY. THIS INCLUDES ALL FORMS OF PROXIES THAT MAY BE RUN, FROM CGI, PERL, PHP, PYTHON, ASP, AND ASP.NET, OR ANY OTHER SCRIPTING LANGUAGE, ALONG WITH ANY FORM OF XML BASED PROXIES.

### 3.11 VIRUSES WORMS , TROJANS, "MALWARE"

YOU AGREE NOT TO DELIBERATELY DISTRIBUTE VIRUSES, WORMS, TROJANS, OTHER "MALWARE," OR TOOLS TO CREATE SAME FROM YOUR WEBSITE OR THROUGH YOUR EMAIL ACCOUNTS. DOING SO WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR ACCOUNT WITHOUT NOTICE OR REFUND.

### 3.12 COMMON GATEWAY INTERFACE (CGI) SCRIPTS

YOU AGREE THAT IF YOU'RE RUNNING A CGI SCRIPT THAT POSES A SECURITY RISK TO WEBBERSTOP.COM 'S NETWORK AND/OR OTHER CUSTOMERS, THAT FACILITATES SPAMMING, OR THAT ADVERSELY AFFECTS SYSTEM PERFORMANCE, THE SCRIPT WILL BE TERMINATED AND THEN REMOVED WITHOUT PRIOR NOTICE.

### 3.13 INTERNET RELAY CHAT (IRC)

WEBBERSTOP.COM DOES NOT PERMIT YOU TO RUN IRC AND IRC BOTS FROM YOUR ACCOUNT. DOING SO MAY RESULT IN SUSPENSION OR TERMINATION OF YOUR ACCOUNT WITHOUT NOTICE.



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## 3.14 FILE BACKUPS

1. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MAINTAIN A BACKUP OF ALL YOUR WEB HOSTING FILES, SCRIPTS, EMAIL, AND DATABASES AND THAT WE OFFER NO GUARANTEE THAT WE CAN RESTORE SUCH DATA FROM OUR OWN BACKUPS. WE STRONGLY RECOMMEND THAT YOU BACK UP YOUR DATA AT REGULAR INTERVALS TO AVOID ANY PROBLEMS.
2. YOU AGREE THAT, AT YOUR REQUEST, WEBBERSTOP.COM MAY ATTEMPT TO RESTORE ANY DATA THAT YOU MIGHT HAVE LOST DUE TO YOUR OWN ERRORS AND OMISSIONS. THIS SERVICE IS NOT GUARANTEED TO SUCCEED. IT IS PERFORMED ON A BEST-EFFORTS BASIS. REGARDLESS OF SUCCESS, YOU MAY BE INVOICED FOR THE TIME WE EXPENDED IN PROVIDING THE RESTORE SERVICE.

## 3.15 VIOLATION OF LAWS AND REGULATIONS

1. WEBBERSTOP.COM RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE.
2. YOU AGREE TO USE THE WEBBERSTOP.COM RESOURCES TO WHICH YOU SUBSCRIBE ONLY FOR LEGAL PURPOSES UNDER ALL APPLICABLE INTERNATIONAL, FEDERAL, PROVINCIAL, OR MUNICIPAL LAWS.
3. YOU AGREE NOT TO STORE, LINK TO, TRANSMIT, ADVERTISE, OR MAKE AVAILABLE ANY MATERIALS OR IMAGES THAT ARE OBSCENE, THREATENING, ABUSIVE, HARASSING, DEFAMATORY, HATEFUL, DISCRIMINATORY, OR RACIALLY OR ETHNICALLY OBJECTIONABLE.
4. YOU AGREE TO NOT PROMOTE INTOXICANTS BY DISPLAYING OR PROMOTING ANY TYPE(S) OF INTOXICANT, ALCOHOLIC BEVERAGE, CIGARETTES OR ILLEGAL SUBSTANCE CONTRARY TO ANY LAWS.
5. YOU AGREE NOT TO STORE, LINK TO, TRANSMIT, ADVERTISE, OR MAKE AVAILABLE INTELLECTUAL PROPERTY, TRADE SECRETS, COPYRIGHTED MATERIALS, OR TRADEMARKED MATERIALS FOR WHICH YOU HAVE NO LICENSE TO DO SO. YOU FURTHERMORE AGREE THAT WEBBERSTOP.COM MAY EITHER TERMINATE YOUR ACCOUNT WITHOUT NOTICE OR ISSUE A CEASE AND DESIST WARNING TO REMOVE SUCH MATERIALS IN WHICH CASE YOU WILL HAVE 48 HOURS TO COMPLY. IF YOU DO NOT COMPLY WITHIN 48 HOURS, WE WILL HAVE NO CHOICE BUT TO TERMINATE YOUR ACCOUNT WITHOUT REFUND.



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### 3.16 INTERNET PROTOCOL (IP) ADDRESSES

1. WEBBERSTOP.COM MAY ASSIGN YOU A FIXED INTERNET PROTOCOL (IP) ADDRESS IN ORDER TO TAKE ADVANTAGE OF CERTAIN FEATURES OF OUR WEB HOSTING SERVICE. YOU AGREE THAT THIS IP ADDRESS WILL REMAIN UNDER THE CONTROL AND OWNERSHIP OF WEBBERSTOP.COM OR ITS SUBCONTRACTORS. YOU FURTHER AGREE THAT YOU WILL HAVE NO RIGHT TO USE THIS IP ADDRESS EXCEPT AS ALLOWED BY WEBBERSTOP.COM AND WEBBERSTOP.COM RESERVES THE RIGHT TO CHANGE OR REMOVE ANY AND ALL IP NUMBERS AND ADDRESSES.

2. **STATIC / DYNAMIC CONTENT CACHING:** YOU EXPRESSLY (I) GRANT TO WEBBERSTOP.COM A LICENSE TO CACHE THE ENTIRETY OF YOUR WEB SITE, INCLUDING CONTENT SUPPLIED BY THIRD PARTIES, HOSTED BY WEBBERSTOP.COM UNDER THIS AGREEMENT AND (II) AGREE THAT SUCH CACHING IS NOT AN INFRINGEMENT OF ANY OF YOUR INTELLECTUAL PROPERTY RIGHTS OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

### 3.17 ADULT CONTENT

BECAUSE WE CANNOT MONITOR WEBSITES AT ALL TIMES TO ENSURE CHILDREN DO NOT VIEW SUCH CONTENT, YOU AGREE THAT YOU WILL NOT DISTRIBUTE, PROMOTE, OR SELL ADULT CONTENT TO INCLUDE PHOTOGRAPHS, EXPLICIT SEX ILLUSTRATIONS, EXPLICIT SEX ANIME, OR LIVE WEB VIDEOS CONTAINING EXPLICIT SEXUAL ACTS, THROUGH YOUR WEBSITE OR BY EMAIL. YOU FURTHER AGREE NOT TO INCLUDE LINKS TO WEBSITES OFFERING SUCH MATERIAL FROM YOUR WEBSITE. LINKING TO PORNOGRAPHIC WEBSITES IS PROHIBITED. THIS INCLUDES SITES THAT MAY INFER EXPLICIT SEXUAL CONTENT, CONTAIN NUDITY OR LINKS TO ADULT PORNOGRAPHY CONTENT ELSEWHERE. WEBBERSTOP.COM WILL BE THE SOLE ARBITER IN DETERMINING VIOLATIONS OF THIS PROVISION. IF YOU ARE FOUND TO BE VIOLATING THIS CLAUSE, WEBBERSTOP.COM RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT WITHOUT NOTICE OR REFUND.

### 3.18 CHILD PORNOGRAPHY

YOU AGREE NOT TO DISTRIBUTE OR AID IN THE DISTRIBUTION OF CHILD PORNOGRAPHY AS DEFINED BY THE LAWS OF CANADA. IF WE DISCOVER THAT YOU ARE DOING SO, WE WILL:

- IMMEDIATELY REPORT YOU TO THE AUTHORITIES AND PROVIDE THEM WITH WHAT INFORMATION WE HAVE ABOUT YOU.





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- COOPERATE TO THE FULLEST EXTENT WITH INVESTIGATING LAW ENFORCEMENT OFFICIALS.
- IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT WARNING AND WITHOUT REFUNDS AND KEEP THE DATA FOR LAW ENFORCEMENT OFFICIALS AS AN AID IN PROSECUTING YOU.

### 3.19 ACCOUNT TRANSFER

YOU AGREE THAT YOU MAY NOT TRANSFER YOUR WEB HOSTING ACCOUNT TO ANOTHER INDIVIDUAL OR OTHER LEGAL ENTITY WITHOUT FIRST GAINING OUR EXPRESS WRITTEN APPROVAL TO DO SO.

### 3.20 OTHER LEGAL REQUIREMENTS

1. YOU AGREE NOT TO IMPERSONATE ANY PERSON OR ENTITY.
2. YOU AGREE NOT TO USE WEBBERSTOP.COM 'S SERVICES TO STALK OR HARASS ANY PERSON OR ENTITY.
3. YOU AGREE NOT TO PROVIDE INSTRUCTION ON COMMITTING ILLEGAL ACTIVITIES AND ACTS, AS DEFINED BY INTERNATIONAL, CANADIAN FEDERAL, PROVINCIAL, OR MUNICIPAL LAW.
4. YOU AGREE NOT TO PROVIDE INSTRUCTION ON CREATING BOMBS OR OTHER DANGEROUS MATERIAL.

### 3.21 RESELLERS SERVER RESOURCE USAGE

A RESELLER ACCOUNT IS FOR RESELLING SHARED HOSTING ACCOUNTS ONLY. IT IS NOT A MEANS TO GAIN EXTRA RESOURCE AT A LOWER COST FOR A SINGLE ACCOUNT. AS SUCH, RESELLERS ARE NOT PERMITTED TO ABUSE A RESELLER ACCOUNT BY USING 100% OF YOUR TOTAL RESOURCE ON ONE ACCOUNT. DO NOT MISUNDERSTAND THIS POLICY; YOU ARE PERMITTED TO USE UP TO 100% OF YOUR ACCOUNT'S TOTAL RESOURCE LIMITS. IT IS JUST THAT YOU MUST HAVE MULTIPLE RESOLD ACCOUNTS IN A WAY THAT THE ACCOUNTS GET DISTRIBUTED ACROSS OUR CLUSTERED SERVER ENVIRONMENT APPROPRIATELY. RESELLERS OF WEBBERSTOP.COM HOSTING ARE REQUIRED TO SPREAD THEIR ACCOUNTS ACROSS MULTIPLE SERVERS. THIS IS IN FACT, THE REASON FOR HAVING A CLUSTERED SERVER ENVIRONMENT. IT IS ALSO WHAT OUR PRICING MODEL IS BASED UPON. SELECTING MANY MULTIPLE UNIX OR WINDOWS PLANS IS FINE AS OUR SERVERS WILL DETERMINE WHAT SERVER TO PLACE THE ACCOUNT ON. THE PROBLEM IS WHEN A RESELLER PLACES TOO MANY DOMAINS ON ONE SERVER BY CREATING A MULTIPLE DOMAIN PLAN WITH TOO HIGH A NUMBER OF DOMAINS ALLOWED. WHEN THIS OCCURS ALL THOSE DOMAINS WILL RESIDE ON THE SAME SERVER AND NOT BE SPREAD AROUND OUR CLUSTERED SERVERS. FOR THIS REASON A RESELLER IS NOT PERMITTED TO USE MORE THAN 60% OF THEIR TOTAL RESOURCE LEVEL FOR ONE CUSTOMER ACCOUNT. IF YOU HAVE A CUSTOMER THAT REQUIRES TO HAVE AN ACCOUNT WITH MORE THAN 60% OF THEIR TOTAL RESOURCE LEVEL IT IS RECOMMENDED THAT YOU CONTACT WEBBERSTOP.COM FOR OPTIONS WE MAY HAVE TO ATTEND TO YOUR CUSTOMER'S REQUIREMENTS IN A WAY THAT WILL NOT AFFECT OUR SHARED HOSTING ENVIRONMENT IN A NEGATIVE WAY.



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## 4.0 CONDITIONS AND DISCLAIMERS

### 4.1 INDEMNIFICATION

1. YOU WILL INDEMNIFY AND HOLD HARMLESS WEBBERSTOP.COM , ITS SUBCONTRACTORS, AND ITS AGENTS AGAINST ANY AND ALL ACTIONS, CLAIMS, PROCEEDINGS, SUITS, LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL FEES AND OTHER LITIGATION EXPENSES) INCURRED BY WEBBERSTOP.COM OR ITS SUBCONTRACTORS, RELATING TO:

- YOUR BREACH OF ANY TERM OR CONDITION IN THIS AGREEMENT, OR YOUR BREACH OF ANY APPLICABLE WEBBERSTOP.COM POLICY OR GUIDELINE;
- YOUR USE OR INABILITY TO USE WEBBERSTOP.COM 'S SERVICES;
- YOUR VIOLATION, ALLEGED VIOLATION, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OR NON-PROPRIETARY RIGHT OF A THIRD PARTY.

2. YOU AGREE TO FULLY DEFEND AND INDEMNIFY AND HOLD HARMLESS WEBBERSTOP.COM OF AND FROM ANY AND ALL THIRD PARTY CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS, DAMAGES INCLUDING BOTH DIRECT AND CONSEQUENTIAL DAMAGES, SPECIFICALLY INCLUDING ATTORNEYS FEES AND COSTS, EXPERT FEES AND COSTS AND MEDIATION AND/OR ARBITRATION FEES AND COSTS INCURRED (WHETHER PAID OR NOT) AS THE RESULT OF ANY VIOLATION OR CLAIMED VIOLATION OF ANY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY WHICH IS IN ANY WAY RELATED TO YOUR USE OF WEBBERSTOP.COM SERVICES OR ANY PORTION THEREOF. CHOICE OF COUNSEL REMAINS EXCLUSIVELY THAT OF WEBBERSTOP.COM .

3. YOU AGREE TO FULLY DEFEND AND INDEMNIFY AND HOLD HARMLESS WEBBERSTOP.COM OF AND FROM ANY AND ALL THIRD PARTY CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS, DAMAGES INCLUDING BOTH DIRECT AND CONSEQUENTIAL DAMAGES, SPECIFICALLY INCLUDING ATTORNEY'S FEES AND COSTS, EXPERT FEES AND COSTS AND MEDIATION AND/OR ARBITRATION FEES AND COSTS INCURRED (WHETHER PAID OR NOT) AS THE RESULT OF ANY VIOLATION OR CLAIMED VIOLATION OF ANY PRIVACY LEGISLATION WHICH IS IN ANY WAY RELATED TO YOUR USE OF THE WEBBERSTOP.COM SERVICES OR ANY PORTION THEREOF. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR THE DATA STORED USING THE WEBBERSTOP.COM SERVICES AND SOLELY RESPONSIBLE FOR ENSURING THAT THE WEBBERSTOP.COM SERVICES ARE APPROPRIATE FOR THE NATURE OF THE DATA BEING STORED. CHOICE OF COUNSEL REMAINS EXCLUSIVELY THAT OF WEBBERSTOP.COM .

4. YOU SPECIFICALLY WAIVE ANY CLAIM FOR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL, LOSS OF PROFITS, OR LOSS OF BUSINESS AS THE RESULT OF WEBBERSTOP.COM SUSPENDING OR TERMINATING YOUR ACCOUNT IN RESPONSE TO ANY CLAIM OF COPYRIGHT INFRINGEMENT EVEN IF THE MATERIAL ALLEGED TO BE INFRINGING IS SUBSEQUENTLY FOUND NOT TO BE INFRINGING.



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5. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE CONTENT OF THE CUSTOMER'S WEBSITE IS THE SOLE RESPONSIBILITY OF THE CUSTOMER. THE CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS WEBBERSTOP.COM AND ITS SUBCONTRACTORS AND AGENTS FROM ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO: MISAPPROPRIATION OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATA, MUSIC, IMAGE, OR OTHER PROPRIETARY OR PROPERTY RIGHT, FALSE ADVERTISING, UNFAIR COMPETITION, DEFAMATION, BUSINESS OR PERSONAL DISPUTE OR ARGUMENT, INVASION OF PRIVACY OR RIGHTS OF CELEBRITY, VIOLATION OF ANY ANTI-DISCRIMINATION LAW OR REGULATION, OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR ANY PERSONAL OR BUSINESS ARGUMENT OR DISPUTE LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, OR SETTLEMENTS, INCLUDING REASONABLE LEGAL FEES, COSTS, AND OTHER EXPENSES INCURRED BY WEBBERSTOP.COM AND ANY THIRD PARTY ENTITIES RELATED TO WEBBERSTOP.COM, RELATED TO OR IN CONNECTION WITH THE CONTENT OF THE CUSTOMER'S WEBSITE.

6. THE TERMS OF THIS SECTION ("INDEMNIFICATION") WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

## 4.2 DISCLAIMER OF WARRANTIES

1. **YOUR USE OF THE WEBBERSTOP.COM WEB HOSTING SERVICE IS AT YOUR SOLE RISK.** WEBBERSTOP.COM SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE, BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WEBBERSTOP.COM DOES NOT GUARANTEE, NOR IS IT RESPONSIBLE FOR, ANY DELAY OR LOSS OF DATA, LACK OF CONNECTION, SLOW CONNECTIONS, OR ANY OTHER ISSUE, EVEN IF IT IS DUE TO THE NEGLIGENCE OF WEBBERSTOP.COM .

2. WEBBERSTOP.COM CLAIMS NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH THE WEBBERSTOP.COM WEB HOSTING SYSTEM OR THAT OF WEBBERSTOP.COM 'S SUBCONTRACTORS. WEBBERSTOP.COM DOES NOT ACTIVELY OR PASSIVELY MONITOR THE CONTENT OF ANY CUSTOMER'S WEBSITE UNLESS WE ARE INVESTIGATING ABUSES TO THIS AGREEMENT. WEBBERSTOP.COM 'S MONITORING IS BASED STRICTLY ON TRAFFIC PATTERNS AND TRAFFIC LOADS TO ENSURE THE SECURITY AND PERFORMANCE OF OUR NETWORKS AND SERVERS.

3. ANY INFORMATION OBTAINED BY YOU FROM THE INTERNET MAY BE OFFENSIVE, INCORRECT, AND POSSIBLY ILLEGAL. EXCEPTING THE INFORMATION ON ITS OWN WEBSITE, WEBBERSTOP.COM HAS NO CONTROL OVER THE CONTENTS OF ANY OTHER WEBSITE ON THE INTERNET. WEBBERSTOP.COM MAKES NO WARRANTY AS TO THE ACCURACY, SUITABILITY, OR LEGALITY OF ANY INFORMATION THAT YOU ACQUIRE FROM THE INTERNET NOR DOES WEBBERSTOP.COM PROVIDES ANY WARRANTY FOR ANY GOODS OR SERVICES THAT YOU MIGHT ACQUIRE OVER THE INTERNET.

4. WEBBERSTOP.COM EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT IT'S SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY WEBBERSTOP.COM , ITS EMPLOYEES, LICENSORS OF THE LIKE, OR SUBCONTRACTORS WILL CREATE A WARRANTY, NOR MAY YOU RELY ON ANY SUCH INFORMATION OR ADVICE.



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5. ALTHOUGH WEBBERSTOP.COM , ITS SUBCONTRACTORS, AND ITS AGENTS WILL USE ALL REASONABLE MEASURES TO MAINTAIN THE SECURITY OF OUR SERVICES, WEBBERSTOP.COM ASSUMES NO RESPONSIBILITY FOR THE EFFECTIVENESS OF THE SECURITY MEASURES PROVIDED BY WEBBERSTOP.COM OR ITS SUBCONTRACTORS OR AGENTS.

6. THE TERMS OF THIS SECTION (“DISCLAIMER OF WARRANTIES”) WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

### 4.3 LIMITATION OF LIABILITY

1. CUSTOMER AGREES THAT WEBBERSTOP.COM 'S LIABILITY AND THE CUSTOMER'S AND END USERS' EXCLUSIVE REMEDY RELATED TO THE NON-PERFORMANCE OF THE SERVICE SHALL BE: (I) REPAIR OR ADJUSTMENT OF THE SERVICE, OR (II) WHERE REPAIR OR ADJUSTMENT IS NOT PRACTICABLE, AN EQUITABLE CREDIT NOT TO EXCEED THE CHARGES INVOICED TO THE CUSTOMER FOR THE PORTION OF THE SERVICE WHICH WERE NON-PERFORMING. FOR ANY OTHER CLAIM, WEBBERSTOP.COM 'S LIABILITY, IF ANY, TO THE CUSTOMER AND END USERS FOR DAMAGES RELATED TO USE OF THE SERVICE FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THOSE ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO WEBBERSTOP.COM , AND SHALL IN NO EVENT EXCEED THE TOTAL IN AGGREGATE MONTHLY CHARGES PAID BY THE CUSTOMER DURING THE PERIOD THE SAID DAMAGES WERE INCURRED, NOT TO EXCEED TWO (2) MONTHS. UNDER NO CIRCUMSTANCES WILL WEBBERSTOP.COM , ITS AGENTS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR THIRD PARTY FOR ANY INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES, COSTS, LIABILITY, LOSS, OR DAMAGE WHATSOEVER, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY. CUSTOMER AGREES, ACKNOWLEDGES AND CONFIRMS THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT WEBBERSTOP.COM WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR CUSTOMER'S AGREEMENT TO LIMIT WEBBERSTOP.COM 'S, ITS AGENTS', SUPPLIERS' AND SUBCONTRACTORS' LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR HEREIN.

2. FOR GREATER CERTAINTY, CUSTOMER AGREES THAT WEBBERSTOP.COM SHALL NOT BE LIABLE FOR ANY LOST PROFITS, ANTICIPATED REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE SERVICE, EVEN IF WEBBERSTOP.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

3. WEBBERSTOP.COM ASSUMES NO LIABILITY ARISING FROM (I) THE USE OF THE SERVICE FURNISHED BY WEBBERSTOP.COM IN COMBINATION WITH SERVICE, PRODUCTS OR EQUIPMENT PROVIDED BY CUSTOMER OR ANY THIRD PARTIES AND (II) THE FAILURE BY THE CUSTOMER TO PERFORM ITS OBLIGATIONS.



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4. WEBBERSTOP.COM 'S HOST NETWORK OR THAT OF ITS SUBCONTRACTORS MAY EXPERIENCE PERIODS OF UNAVAILABILITY FROM TIME TO TIME DUE TO (BUT NOT RESTRICTED TO) NORMAL ROUTINE MAINTENANCE, UTILITY INTERRUPTION, EQUIPMENT FAILURE, NATURAL DISASTER, ACTS OF GOD, OR HUMAN ERROR. IN NO EVENT SHALL WEBBERSTOP.COM BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR ANTICIPATED LOSS OF PROFITS, ARISING FROM, OR RELATED TO, OUR HOSTING SERVICES, OR THE HOSTING SERVICES OF OUR SUBCONTRACTORS.

5. THE TERMS OF THIS SECTION ("LIMITATION OF LIABILITY") WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

## 4.4 GENERAL PROVISIONS

### 4.4.1 FORCE MAJEURE

EITHER PARTY TO THIS AGREEMENT SHALL BE EXCUSED FROM ANY DELAY OR FAILURE IN PERFORMANCE HEREUNDER CAUSED BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, EARTHQUAKE, LABOR DISPUTES AND STRIKES, RIOTS, WAR, AND GOVERNMENTAL REQUIREMENTS. THE OBLIGATIONS AND RIGHTS OF THE PARTY SO EXCUSED SHALL BE EXTENDED ON A DAY-TO-DAY BASIS FOR THE PERIOD OF TIME EQUAL TO THAT OF THE UNDERLYING CAUSE OF THE DELAY.

### 4.4.2 ASSIGNMENT

THIS AGREEMENT AND THE RIGHTS HEREUNDER IS NOT ASSIGNABLE OR TRANSFERABLE EXCEPT THAT WEBBERSTOP.COM MAY FREELY ASSIGN ALL OF ITS RIGHTS HEREUNDER TO ANY PERSON OR ENTITY WHO SHALL BECOME A PRINCIPAL OWNER, OR SHAREHOLDER OF WEBBERSTOP.COM , OR TO ANY AFFILIATED COMPANY OR SUCCESSOR IN INTEREST OF WEBBERSTOP.COM . ANY OTHER ATTEMPTED TRANSFER OR ASSIGNMENT OF RIGHTS HEREUNDER SHALL BE NULL AND VOID. UPON ANY SUCH ASSIGNMENT BY WEBBERSTOP.COM TO ANY OTHER PARTY, INCLUDING TO ANY AFFILIATED COMPANY OR SUCCESSOR IN INTEREST OF WEBBERSTOP.COM , YOU HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY GIVING NOTICE THEREOF IN WRITING TO WEBBERSTOP.COM AND ANY SUCH TERMINATION SHALL BECOME EFFECTIVE THIRTY (30) DAYS AFTER THE RECEIPT OF SUCH NOTICE BY WEBBERSTOP.COM .

### 4.4.3 SEVERABILITY

THE INVALIDITY, ILLEGALITY OR UNENFORCEABILITY OF ANY ONE OR MORE PROVISIONS OF THIS AGREEMENT SHALL NOT AFFECT OR IMPAIR ANY OTHER PROVISIONS OF THIS AGREEMENT.



#### 4.4.4 CHOICE OF LAW

THE CUSTOMER AGREES TO ATTEMPT TO RESOLVE ANY DISPUTES WITH WEBBERSTOP.COM PRIOR TO RESORTING TO LITIGATION. THIS AGREEMENT SHALL BE GOVERNED BY, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE PROVINCIAL COURTS LOCATED IN MISSISSAUGA, ONTARIO, CANADA.

#### 4.4.5 NO AGENCY

NOTHING CONTAINED HEREIN SHALL BE INTERPRETED AS CREATING AN AGENCY, PARTNERSHIP OR JOINT VENTURE BETWEEN WEBBERSTOP.COM AND YOU.

#### 4.4.6 MODIFICATION OF THESE TERMS AND CONDITIONS OF SERVICE

WEBBERSTOP.COM RESERVES THE RIGHT MODIFY ANY PROVISION OF ITS TERMS AND CONDITIONS OF SERVICE AT ANY TIME WITHOUT PRIOR NOTICE TO CUSTOMERS.

#### 4.4.7 SUSPENSION AND TERMINATION

1. FAILURE TO OBSERVE THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT CAN RESULT IN ANYTHING FROM A WARNING TO A SUSPENSION OF PRIVILEGES OR IMMEDIATE TERMINATION OF YOUR SHARED HOSTING ACCOUNT. WEBBERSTOP.COM MAY REFER POTENTIAL VIOLATIONS OF LAWS TO THE PROPER AUTHORITIES, AND MAY ALSO COOPERATE IN THE INVESTIGATION OF ANY SUSPECTED CRIMINAL OR CIVIL WRONG.
2. WITHOUT PRIOR NOTIFICATION, WEBBERSTOP.COM RESERVES THE RIGHT TO SUSPEND OR TERMINATE ANY SHARED HOSTING ACCOUNT, AS WELL AS REMOVE OR MODIFY ANY FILES WHICH ARE DEEMED TO BE ILLEGAL OR A THREAT TO WEBBERSTOP.COM 'S WEB HOSTING SYSTEM OR THAT OF ITS SUBCONTRACTORS.
3. WEBBERSTOP.COM WILL BE THE SOLE ARBITER AS TO WHAT CONSTITUTES A VIOLATION OF OUR TERMS AND CONDITIONS OF SERVICE. WEBBERSTOP.COM RESERVES THE RIGHT TO REMOVE ANY ACCOUNT WITHOUT PRIOR NOTICE FOR BREACH OF ANY TERMS OF THIS AGREEMENT.
4. IF WEBBERSTOP.COM TERMINATES THE SERVICES BEING PROVIDED TO YOU DUE TO A BREACH OF ANY TERMS OF THIS AGREEMENT, THEN SUCH TERMINATION SHALL BE WITHOUT REFUND.





**Webberstop India**  
Secure, Managed, Cloud  
GSTIN: 09AABFW1087G1Z2

#### 4.5 AGREEMENT BY USE

USE OF WEBBERSTOP.COM 'S WEB HOSTING SYSTEM CONSTITUTES ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS OF SERVICE.

