

## TERMS OF SERVICE

### **Overview**

Leasedlayer caters to people from across the globe and we strive to safeguard the interest of each client and provide them with the best possible service. These terms of service were defined in order to ensure that our services remain of world class quality. Terms of Service or TOS define the rule and regulations for using our web hosting services. All of our services are subject to the terms defined here under. Please read all the terms carefully and make sure you understand and agree to all the terms and conditions in its entirety. Signing up for using Leasedlayer service implies that you agree with all these terms and are bound by the same.

- ✧ Complete TOS.
- ✧ Spam Policy (Zero Tolerance Spam Policy).
- ✧ DMCA Policy.

### **Complete Terms of Service & Acceptable Use Policy**

This legally binding contract (the "Agreement") is by and between Leasedlayer an Partnership Company, and you and your assigns, employees, agents or contractors ("You", "Your", the "Client")and is effective as of the date you purchase web hosting services from Leasedlayer. This Agreement sets forth the terms and conditions of Your use of Leasedlayer`s web hosting services and represents the entire agreement between You and Leasedlayer relating to the Services. This Agreement contains provisions that set forth Leasedlayer`s Acceptable Use Policy, Privacy Policy and guarantees of a certain service level (found in the "Uptime Guarantee" and "Service Level" sections below).

By purchasing the Services, You acknowledge and agree that You have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies that Leasedlayer may establish and post on its website from time to time.

### **Fees Structure**

Fees for Services ordered by You shall be charged beginning on the date of the initial order and that date shall serve as the monthly anniversary date for all future billings including one time fees, upgrades, additional services, terminations and service credits. Fees are due in advance of the monthly service cycle and will be billed on the anniversary date of each month.

### **Payment Methods**

**Leasedlayer provides multiple options for payment:**

- ✧ Credit Card Payment. When you place a credit card Payment with Leasedlayer, we will, typically, bill the card a few days before your invoice is due. If the credit card charge is expired, not authorized or declined by our processing company, we will notify you via E-mail. We request that you update your card promptly. If your invoice becomes more than 24 hours past due (from the invoice Due Date) then Leasedlayer reserves the right to suspend service or terminate service after 48 hours past due until payment is received. Credit Card Payments are subjected to Manual Credit Card holder verification process. Where you need to undergo verification process like submission of address proof, Identity proof, Frontend scanned copy of the credit card.
- ✧ Checks, Money Orders, Wire Transfers and PayPal payments. Leasedlayer accepts both checks and money orders. In the event a check is returned, Leasedlayer will charge a returned check fee of \$35.00 or, if less, legal limit in Your state or country. You are responsible for payment of all bounced check fees. In the event Your invoice is 24hours or more past due (from the invoice Due Date) then Leasedlayer reserves the right to suspend service or terminate service after 48hours past due until payment is received.
- ✧ Third Party Processing Options. Currently, Leasedlayer is able to accept Third Party Payments via the following sources: Pay Pal, AlertPay, Moneybookers. Payments must be fully CLEARED before

they are credited to your account. Bounced payments will incur a fee of \$35.00 or, if less, the legal limit for a bounced check or payment in your state or country. In the event Your invoice is 24hours or more past due (from the invoice Due Date) then Leasedlayer reserves the right to suspend service or terminate service after 48hours past due until payment is received.

### **Late Payment**

Leasedlayer reserves the right to charge a late fee of 2% per invoice per month on late payments. Invoices will be automatically considered late once the invoice due date has passed.

### **Non-payment Termination**

- ✧ In the event you fail to pay your invoice within 24hours or more of the due date, we reserve the right to suspend your service.
- ✧ If you are still past due on the 48 hours from the due date on the invoice, we reserve the right to terminate your service entirely and reformat your server.
- ✧ If you are terminated for non-payment, we also reserve the right to refer your account to a third party collection agency and you agree to pay any collection fees or legal fees we may be charged to collect on your debt.

### **Overage Billing**

- ✧ "Overage" is defined as usage of the Services provided by Leasedlayer to You in excess of the allocated limitation. Overages are charged for SAN, Backup, Bandwidth and Professional Services (administrative time) used in excess of the amount allocated to Your account.
- ✧ You agree to pay the then-current Overage fees and charges for the Leasedlayer services, including backup and bandwidth Overage fees, upon receipt of an invoice. Overage rates are set and published on our website at.
- ✧ Overage fees can be avoided by subscribing to a higher service plan.

### **Term and Termination and Money Back Guarantee**

You agree to a month to month term for the Services unless otherwise agreed to in writing. The month to month term for services is automatically renewed each month unless either party notifies the other in writing of its desire that the Agreement not be renewed, no later than 14 days before the next upcoming anniversary date for billing. For information on how to terminate Your account, please contact the Leasedlayer billing department.

When you request termination, we will follow this process: We will first contact you to confirm the termination and verify that you are authorized under your account to terminate it. Then, we will immediately suspend billing and disconnect service to the server. We are not able to schedule termination ahead of time, and all termination requests are effective immediately. Regarding mid-month or mid-period terminations, Leasedlayer will not issue pro-rated refunds for payments received in the middle of a payment cycle. Receipt by you of any Services in a given period will obligate you to pay for the Services during that entire billing period.

- ✧ Termination request must be submitted to the billing department.
- ✧ Termination request must be submitted from the main email address on file with Leasedlayer.
- ✧ Termination request must contain the main IP address of the server you wish to cancel and specify the reason for termination of the service.

Leasedlayer may terminate this Agreement effective immediately and without notice upon any breach by You of any of the terms of this Agreement. In such event, Leasedlayer shall have no obligation to refund any fees paid in advance by You.

At this time, Leasedlayer does not offer a refund-based MoneyBack Guarantee of any kind.

### **Chargebacks and Payment Disputes**

- ✧ Under this Terms of Service agreement you must first contact Leasedlayer to attempt to resolve any billing disputes before contacting your bank or credit card company to dispute the charges. You further agree that any billing disputes must be submitted in writing to our billing department within one month of the invoice payment in question.

- ✧ By using our services You agree to the above policy and to contact Leasedlayer before contacting your financial institution to seek a resolution.
- ✧ In the event you dispute charges contrary to this agreement, we reserve the right to refer your account or sell your debt (plus any applicable fees) to a third party collection agency. We also reserve the right to take further legal action against you.

### **Tortious and Other Unreasonable Conduct**

- ✧ Any abuse towards any Leasedlayer employee will not be tolerated. You are expected to request and respond to support, billing and other issues in a professional manner, when emailing, calling or submitting online tickets to Leasedlayer. Any cursing, yelling, or further intentional disruptive behavior aimed at Leasedlayer or its employees shall be considered a violation of this Terms of Service agreement.
- ✧ Any threat; whether orally, verbally, in writing, via E-mail, via Live Chat directed towards Leasedlayer or any of Leasedlayer's employees, partners, staff, contractors, sub-contractors, facilities, offices, etc. shall be construed as a violation of this Terms of Service agreement. Threats of physical violence will be directed to the proper authorities. No refunds shall be given for termination of the Services for violation of these provisions.
- ✧ Leasedlayer reserves the right to cancel, suspend or terminate any or all of the Services after receiving billing, sales or technical requests which Leasedlayer, in its sole discretion, considers unreasonable or excessive. Leasedlayer may limit, at any time or without prior notice to you, the availability and type of billing support provided.

### **License to Host**

You hereby grant to Leasedlayer a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to do the following to the extent necessary to provide the Services under this Agreement:

- (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyper link any content uploaded by You; and
- (b) make archival or backup copies of content uploaded by You to the Leasedlayer servers. Leasedlayer shall have the right, but not the obligation, to make backup copies of the data uploaded by You to the Leasedlayer servers. You are responsible for any of your content residing on Leasedlayer's servers and for the backup thereof.

### **Storage and Security**

- ✧ At all times, You bear full risk of loss of any content and software you place on the Leasedlayer servers. You are entirely responsible for maintaining the confidentiality of Your password and account information. You acknowledge and agree that You are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the server or any of the content displayed, linked, transmitted through or stored on the server.
- ✧ Leasedlayer does not undertake any obligation to provide management or security services unless you specifically request it to do so. If any technology specifically associated with your account requires updating, You must make a request for such update through Leasedlayer's ticketing system.
- ✧ You shall be solely responsible for undertaking measures to:
  - (i) prevent any loss or damage to Your content;
  - (ii) maintain independent archival and backup copies of Your content; and
  - (iii) ensure the security, confidentiality and integrity of Your content transmitted through or stored on Leasedlayer servers. Leasedlayer shall have no liability to You or any other person for loss, damage or destruction of any of Your content.

### **Network Uptime and Power Uptime**

Leasedlayer guarantees that the Services will be available 100% of the time and, except as provided in this Agreement, in the event the Services are unavailable due to Downtime, You will be entitled to a credit or refund as set forth below. For purposes of this Agreement, the term "Uptime" refers to the

amount of time the Services are available in each calendar month, measured by Leasedlayer's internal monitoring systems.

The term "Downtime" shall refer to the amount of time the Services are unavailable due to issues with electrical power or network connectivity, as measured by Leasedlayer's internal monitoring systems, but shall not include unavailability of the Services caused by emergency maintenance, scheduled maintenance, system upgrades, DNS issues outside Leasedlayer's control, issues with FTP, POP, IMAP or SMTP customer access, acts or omissions by You or any of Your employees or agents, Your violation of Leasedlayer's Acceptable Use Policy, or problems with users, web browsers, DNS, or other caching that might make it appear the Services are unavailable even though other internet users can access the Services.

UPTIME	CREDIT
100%	0%
99.1% to 99.9%	5%
98% to 99%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89% or below	100%

### Acceptable Use

You agree not to use the Services to:

- ✧ Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- ✧ Administer IRC;
- ✧ Provide web proxying or other anonymizing services to hide the origin of network traffic;
- ✧ Harm minors in any way;
- ✧ Impersonate any person or entity;
- ✧ "Stalk" or otherwise harass another person;
- ✧ Tobacco products
- ✧ Prescription drugs
- ✧ Drugs and drug paraphernalia
- ✧ Weapons (including without limitation, knives, guns, firearms or ammunition)
- ✧ Satellite and cable TV descramblers
- ✧ Pornography, adult material, material which incites violence, hatred, racism or which is considered obscene
- ✧ Government IDs and licenses including replicas and novelty items and any counterfeit products
- ✧ Unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses)
- ✧ Unregistered charity services
- ✧ Items which encourage or facilitate illegal activities
- ✧ Prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services
- ✧ Third party processing or payment aggregation products or services
- ✧ Multi-level marketing, pyramid selling or ponzi schemes, matrix programs or other rich schemes or high yield investment programs
- ✧ Goods or services that infringe the intellectual property rights of a third party.
- ✧ Un-coded/miscoded gaming
- ✧ Timeshares or property reservation payments (On and Off Plan)
- ✧ Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- ✧ Upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);

- ✧ Upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- ✧ Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes;"
- ✧ Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- ✧ Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- ✧ Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- ✧ Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or
- ✧ Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

### **Zero Tolerance Policy for Unsolicited E-mail/Black Listing**

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists", purchased lists, and selling of lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

- ✧ The list must be a Double Opt-In list. This means a user has subscribed for a newsletter or other email marketing messages by explicitly requesting it and confirming the email address to be their own. Confirmation is usually done by responding to a notification/confirmation email sent to the email address the end user specified. The double opt-in method eliminates the chance of abuse where somebody submits someone else's email address without their knowledge and against their will. You will not be permitted to mail any mailing list that you were given or purchased. In doing so, this will also be considered spamming and may result in termination of the offending account.
- ✧ Any unsolicited e-mail being sent will result in suspension or termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail and other forms of spam.
- ✧ Any mailing list MUST comply with all guidelines set forth by the United States government. These can be found at: <https://www.ftc.gov/bcp/edu/pubs/business/e-commerce/bus61.shtm>
- ✧ Sites advertised via SPAM (Spamadvertised) 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 be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.
- ✧ Leasedlayer reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.
- ✧ Leasedlayer reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of Leasedlayer.

### **DMCA Notice Policy**

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

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

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

**By Certified mail:**

LEASEDLAYER, #2A,  
PRIYADARSHINI COLONY, GOKUL ROAD,  
HUBBALLI, Dist: DHARWAD-30,  
STATE/REGION: KARNATAKA, COUNTRY: INDIA

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

**Disclaimer**

Leasedlayer will not be responsible for any damages your business may suffer. Leasedlayer makes no warranties of any kind, expressed or implied for services we provide. Leasedlayer disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Leasedlayer and its employees.

**Disclosure to law enforcement**

Leasedlayer may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

**Changes to the TOS**

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