Terms and Conditions

1. DEFINITIONS

The following terms and conditions document is a legal agreement (MrHitech) hereafter "Developer" and "Client" for the purposes of web site design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

Developer is an Internet web design and development provider offering the Client graphical design, HTML, CSS, Javascript, VB script, Ajax, PHP, MYSQL and other related computer programming languages, supported scripts and data bases.

2. ACCEPTANCE OF WORK

Quotations are valid for 7 days from date of issue.

When the Client places an order to purchase a web site, template or web site updates from Developer, the order represents an offer to Developer to purchase the web site, template or web site updates which is accepted by Developer only when an invoice is sent to the Client. No contract for the supply of services exists between Client and Developer until Developer sends an invoice to the Client for payment. The invoice equals acceptance by Developer (or third party supplier) of Clients offer to purchase services from Developer and this acceptance of work is a valid contract between Client and Developer regardless of whether Client receives the invoice.

Any other services on the order which have not been included in the invoice do not form part of the contract. The Client agrees to check the details of the invoice are correct and should print and keep a copy for their records.

Developer reserves the right to withdraw from contract at any time prior to acceptance.

3. PERMISSION AND COPYRIGHT

All pages, images, text and code on Developer's web site at Web.mrhitech.net is copyrighted material.

Client and any visitors to the Developer's web site at Web.mrhitech.net may not use any of the pages, images, text or code on the web site for use on Client's or visitors own web site or to create a web site, templates or Actinic templates without prior written permission from Developer.

Copyright of the completed web designs, images, pages, code and source files created by Developer for the project shall be with the Client upon final payment only by prior written agreement. Without agreement, ownership of designs and all code is with the Developer.

These terms of use grant a non-exclusive limited license so that the Client can use the design on one web site on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Developer.

Client agrees that resale or distribution of the completed files in full or in part is forbidden unless prior written agreement is made between the Client and the Developer.

Client hereby agrees that all media and content made available to Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend Developer from any claim or suit that may arise as a result of using the supplied media and content.

Client agrees that Developer may include development credits and links within any code Developer designs, builds or amends.

Client agrees that Developer reserves the right to include any work done for the Client in a portfolio of work.

4. MATERIAL

Developer reserves the right in its sole discretion to refuse to sell design or code to a Client who has a site which it deems is, including but not limited to, unlawful or inappropriate, contains a virus or hostile program, constitutes harassment, racism, violence, obscenity, harmful intent, spamming, contains adult content, commits a criminal offence, infringes privacy or copyright or any other questionable media at Developers own discretion. Developer reserves the right to refuse to sell design or code to those thought or known as competitors of Developer. Client may not purchase design or code for use in development of their own product to directly compete with Developer's design or code. Developer

reserves the right to refuse sale for orders from suspect payment or address details or other reason at Developers own discretion. Developer reserves the right without notice to cancel, reject, refuse sale to or work with a Client without reason for such rejection or refusal.

5. THIRD PARTY DOMAIN NAMES AND HOSTING

Client agrees to take all legal responsibility for use of third party domain name, hosting and email services and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services. Any support or payment due relating to the domain name, hosting and email services are to be made between the Client and the third party service.

Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account which the Developer requires to upload the web site if required as part of a project.

Developer reserves the right without notice to refuse work with domain names or hosting and email services without reason for such rejection or refusal.

6. PROJECTS

All alterations for web sites projects are to be requested in writing either by email or postal mail by the Client. After the specified duration of alterations have been completed, Developer reserves the right to advise the Client as such and send a separate quotation to the Client and to request payment for any further alterations. Developer reserves the right to request payment be received for further alterations before continuing work.

Upon completion of an agreed design the Client is asked to confirm in writing by email or postal mail that the design is signed off as complete and agree that any further design alterations are chargeable.

Client agrees to provide any needed information and content required by Developer in good time to enable Developer to complete a design or web site work as part of an agreed project.

Client agrees that a HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by internet browser software. Developer agrees to try and match the design as closely as is possible when building the code.

Developer endeavors to create pages that are search engine friendly, however, Developer gives no guarantee that the site will become listed with search engines or of certain search results. In no event shall Developer be held liable for any changes in search engine rankings as a result of using Developers code.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, then Client agrees that Developer can apply a nearest available alternative solution.

After site completion, a Client or a third party of their choosing may wish to edit their web site code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If Client or a third party of their choosing edits the web site code and this results in functionality errors or the page displaying incorrectly, then Developer reserves the right to quote for work to repair the web site.

Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

Client agrees that it is their responsibility to have regular backups of their website and software made by themselves or third party services in case of a software or hardware failure.

All communications between Developer and Client shall be by telephone, email, Skype or postal mail, support chat except where agreed at Developer's discretion.

7. WEB BROWSERS

Developer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla Firefox latest releases.

Client agrees that Developer cannot guarantee correct functionality with all browser software across different operating systems.

Clients agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla Firefox, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, Developer reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

8. PAYMENT TERMS

All invoices must be paid in full within 7 days of the invoice date and Developer will carry out work only where an invoice has been paid by the Client for the work, unless otherwise agreed at Developers discretion.

Additional work requested by the Client which is not specified in the agreed quotation is subject to a separate quotation and Developer reserves the right whether to quote or accept additional work. If additional work is accepted by Developer may affect timescale and overall delivery time of the project.

The Client can choose either to pay the full cost in one payment or split the cost into 2 payments to be agreed with the Developer. Should the cost be split into 2 payments then the first half of the payment is to be received before work commences and the second payment to be received towards the end of work and before handover of finished files.

Once an invoice is sent to the Client it must either be paid either by bank transfer, cheque made payable to "MrHitech" and sent with proof of posting to the Developer's postal address, or paid online with credit card via secure online payment.

Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

Client may request that the Developer cancel a project in writing by email or postal mail to Developer and the project is cancelled only if Developer confirms work has not been started on the project. If Developer has begun or completed the work and the Client no longer requires the files but have agreed to the work, they are still obliged to pay Developer for the work that has been carried out.

All invoices are submitted by email except where required otherwise by regulations or agreed at Developer's discretion.

Developer reserves the right to remove its work for Client from the Internet if payments are not received.

9. LIABILITY AND WARRANTY DISCLAIMER

Developer provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. Developer cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

Developer endeavors to provide a web site within given delivery timescales to the best of it's ability. However, the Client agrees that Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery timescale.

The Client agrees Developer is not liable for any failure to carry out services for reasons beyond it's control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Developer to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Developer cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code the Developer has created and the main browsers Internet

Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then Developer can correct these errors for the Client at its own discretion.

If after handover of files errors are found in code the Developer has created and the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, Developer can correct errors for the Client free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should Client goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, Developer reserves the right to cancel forthwith any projects and invoice Client for any work completed.

Developer shall have no liability to the Client or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes which affect Internet ecommerce. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet ecommerce.

Developer may from time to time recommend to the Client that updates are needed to their site to comply with, including but not limited to, new legislations, software releases and web standards. Developer reserves the right to quote for any updates as separate work. Client agrees Developer is not liable for any failure to inform or implement these updates to their site. Client agrees that it shall defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

10. INDEMNIFICATION

Client agrees to use all Developer services and facilities at their own risk and agree to defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, costs, losses and claims

including but not limited to attorney's fees against Developer or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties. Client agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name.

Client also agrees to defend, indemnify and hold harmless Developer against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organization.

11. NONDISCLOSURE

Developer and any third party associates agrees that, except if directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Developer to another party.

12. PRIVACY POLICY

Developer and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes 1) to identify the Client in communications with them 2) to contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client.

13. INTERPRETATION

Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these terms and conditions. Developer shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Developer reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the Developers web site with a date of last update.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

Web hosting Terms and conditions – updated 1st Dec 2010

1.) Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you have a domain name registered with us, it is your responsibility to ensure that the contact information for your domain account and your actual domain name(s) is correct and up-to-date. MrHitech is not responsible for a lapsed registration due to outdated contact information being associated with the domain. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Transfers

Our transfers team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we can not make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host.

2.) Content

The customer agrees to indemnify and hold harmless MrHitech from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer

of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email us with the information required.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include:

• Topsites

• IRC Scripts/Bots

• Proxy Scripts/Anonymizers

• Pirated Software/Warez

• Image Hosting Scripts (similar to Photobucket or Tinypic)

• AutoSurf/PTC/PTS/PPC sites

• IP Scanners

• Bruteforce Programs/Scripts/Applications

• Mail Bombers/Spam Scripts

• Banner-Ad services (commercial banner ad rotation)

• File Dump/Mirror Scripts (similar to rapidshare)

• Commercial Audio Streaming (more than one or two streams)

• Escrow/Bank Debentures

• High-Yield Interest Programs (HYIP) or Related Sites

• Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)

• Sale of any controlled substance without prior proof of appropriate permit(s)

• Prime Banks Programs

• Lottery/Gambling Sites

- MUDs/RPGs/PBBGs

- Hacker focused sites/archives/programs

- Sites promoting illegal activities

- Forums and/or websites that distribute or link to warez/pirated/illegal content

- Bank Debentures/Bank Debenture Trading Programs

- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud)

- Mailer Pro

- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

Examples of unacceptable material on all Dedicated servers include:

- IRCD (irc servers)

- IRC Scripts/Bots

- Pirated Software/Warez

- IP Scanners

- Bruteforce Programs/Scripts/Applications

- Mail Bombers/spam Scripts

- Escrow

- High-Yield Interest Programs (HYIP) or Related Sites

- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)

- Sale of any controlled substance without prior proof of appropriate permit(s)

- Prime Banks Programs

- Lottery/Gambling Sites

- Hacker focused sites/archives/programs

- Sites promoting illegal activities

- Forums and/or websites that distribute or link to warez/pirated/illegal content

- Bank Debentures/Bank Debenture Trading Programs

- Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud)

- Mailer Pro

- Broadcast or Streaming of Live Sporting Events (UFC, NASCAR, FIFA, NFL, MLB, NBA, WWE, WWF, etc)

MrHitech services, including all related equipment, networks and network devices are provided only for authorized customer use. MrHitech systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of MrHitech system(s) constitutes consent to monitoring for these purposes.

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 must be with expressed written consent from the third party. MrHitech may, at its discretion, request and require documentation to prove access to a third party network or system is authorized.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via trouble ticket/email and will have a response within 48 hours.

Our service merely provides a hosting platform and space on which to host content, and any creation or publication of content on our services is the sole responsibility of the third-party user which creates or publishes the content. Therefore, MrHitech should not be held liable for any allegedly defamatory, offensive or harassing content published on sites hosted under MrHitech's webhosting service(s).

If in doubt regarding the acceptability of your site or service, please contact us and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of 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 user name and password. It is required that you 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/update your password.

3.) Zero Tolerance Spam Policy

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

3A.) Mail Policy Policy

Limits

There is a 500 outgoing email hourly limit per domain. This limit is also applied towards Mailman. If you send over this amount in any hour, most of the e-mails will bounce back with an undeliverable error. If this occurs, it will then take some time for your account to be able to send again so we recommend waiting at least 1 hour after this issue occurs to begin sending email again.

Many of our servers have a limit of 30 POP3/IMAP checks per hour per each user's connecting IP address. If you go over this you're likely to get a wrong password error message or an error stating "login incorrect". If this occurs, please wait an hour and it will automatically unblock you. To prevent this from happening again, please make sure to disable auto checking or at least set it to something higher such as once every 10 minutes.

Any mailing list larger than 5,000 addresses will require a dedicated server or VPS hosting solution from us. Note: Dividing one large list into smaller lists to get below this limit is not allowed.

There is also a limit to the number of Mailman mailing lists permitted as follows (NOTE: This does not apply to other mailing list programs such as PHPList. This only applies to Mailman.)

3B.) Mailing Lists Rules

1. Any time you're sending a message no matter how large your e-mail list is you must throttle it. We recommend you throttle it to at the very least sending 1 email every 8 seconds. (Sending 1 every 8 seconds would send 450 emails within 1 hour, keeping you below the 500 outgoing email limit.) If the mailing list software you're using does not allow you to throttle you must switch to an application or script that will. We recommend PHPList, which can be found in your CPanel under Fantastico.

IMPORTANT: If you do not throttle and you try sending 500 emails, the server will try sending all 500 in 1 second which is not possible on our shared servers. This will cause a very high load on the server and the entire server will be sluggish, potentially affecting your sites and service, until this sending process is completed. It is our job to keep the server up and running without being sluggish or experiencing issues. Anyone who causes the server's load to go high will be suspended and the process will be terminated. If you choose not to throttle, you will most likely be suspended for crashing the server.

2. Any mailing list over 900 email addresses is only allowed to be sent to during off-peak times to prevent high server loads. Off peak times qualify as all day Saturday and Sunday, and 1AM - 8AM Eastern Standard Time, Monday through Friday.

3. 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.

4. 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.

5. No direct SMTP mailers are allowed. An example of this would be a Darkmailer or The Bat!. Any mail should be sent through the local mail server/MTA for further delivery by the server and not done directly by scripts.

3C.) Dedicated Mail Policy

1. 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.

2. 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.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, phone, email, instant messaging, or usenet/newsgroups. Any

account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

MrHitech 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.

MrHitech 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 MrHitech.

4.) Payment Information

You agree to supply appropriate payment for the services received from MrHitech, in advance of the time period during which such services are provided. You agree that until and unless you notify MrHitech of your desire to cancel any or all services received, those services will be billed on a recurring basis. This includes when accounts are suspended. When an account's invoices are paid outside of the 10 day grace period, invoices will not be automatically generated. However, after the customer notifies MrHitech of his or intent to resume service, invoices will be manually generated and payment expected for the time the account was suspended.

Once we receive your cancellation request via email and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been canceled. An employee will confirm your request (and process your cancellation) shortly thereafter. We require that cancellations of service are to (a) confirm your identity, (b) confirm in writing you are prepared for all files/emails to be removed, and (c) document the request. This process reduces the likelihood of mistakes, fraudulent/malicious requests, and ensures you are aware that the files, emails, and account may be removed immediately after a cancellation request is processed.

As a client of MrHitech, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify MrHitech of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by MrHitech. MrHitech reserves the right to bill your credit card or billing information on file with us. MrHitech provides a 10 day grace period from the time the invoice is generated and when it must be

paid. Any invoice that is outstanding for 10 days and not paid will result in a $10 late fee and/or an account suspension until account balance has been paid in full. The $10 late fee is applied in addition to whatever else is owed to MrHitech for services rendered. Access to the account will not be restored until payment has been received.

It is the customer's responsibility to notify our sales team via email at after paying for a domain renewal and to ensure the email is received and acted upon. Domain renewal notices and invoices are provided as a courtesy reminder and MrHitech cannot be held responsible for failure to renew a domain or failure to notify a customer about a domain's renewal.

Subsequently, domain renewals are billed and renewed 30 days before the renew date. It is the customer's responsibility to notify our sales team via email us for any domain registration cancellation. No refunds can be given, once a domain is renewed. All domain registrations and renewals are final.

MrHitech reserves the right to change the monthly payment amount and any other charges at anytime.

5.) Backups and Data Loss

Your use of this service is at your sole risk. Our backup service is ran on Sunday of each week, overwrites any of our previous backups made, and only one week of backups are kept. This service is provided to you as a courtesy. MrHitech 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 MrHitech servers.

6.) Cancellations and Refunds

MrHitech reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

There are no refunds on MrHitech, administrative fees, install fees for custom software, or domain name purchases.

7.) Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

8.) Uptime Guarantee

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of MrHitech dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact us with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

9.) Reseller: Client Responsibility

Resellers are responsible for supporting their clients. MrHitech does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. MrHitech will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

10.) Shared (non-reseller accounts) / Semidedicated Servers

Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account. Semi-dedicated servers are not backed up. You must maintain your own backups.

11.) Dedicated Servers

MrHitech reserves the right to reset the password on a dedicated server if the password on file is not current so that we may do security audits as required by our datacenter. It is the responsibility of the client to ensure that there is a valid email address and current root password on file for their dedicated server on file to prevent downtime from forced password resets. MrHitech reserves the right to audit servers as needed and to perform administrative actions at the request of our datacenter. Dedicated servers are NOT backed up by us and it is the responsibility of the client to maintain backups or have a solution for this. You may purchase an additional hard drive and maintain backups to it as the simplest solution. Please contact us if you wish to obtain a secondary hard drive. It is your responsibility to maintain backups.

12.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold MrHitech harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against MrHitech, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless MrHitech against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with MrHitech; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from MrHitech's server.

13.) Arbitration By using any MrHitech host services, you agree to submit to binding arbitration. If any disputes or claims arise against MrHitech or its subsidiaries, such disputes will be handled by an arbitrator of MrHitech's choice.

14.) Disclaimer

MrHitech shall not be responsible for any damages your business may suffer. MrHitech makes no warranties of any kind, expressed or implied for services we provide. MrHitech 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 MrHitech and its employees.

15.) Changes to the TOS

Privacy Policy - updated 1st Dec 2010

We MrHitech, are committed to protecting any data that we collect concerning you. By using our services you agree to the use of the data that we collect in accordance with this Privacy Policy.

We are committed to protecting your privacy

We collect the minimum amount of information about you that is commensurate with providing you with a satisfactory service. This Policy indicates the type of processes that may result in data being collected about you. The purpose of this Privacy Policy to enable you to understand which personal identifying information ("PII", "Personal Information") of yours is collected, how and when we might use your information, who has access to this information, and how you can correct any inaccuracies in the information. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our website.

Information Collected

We may collect any or all of the information that via both automated means such as communications profiles and cookies. Personal Information you give us depends on the type of service, support, or sale inquiry, and may include your name, address, telephone number, fax number and email address, dates of service provided, types of service provided, payment history, manner of payment, amount of payments, date of payments, domain name, credit card or other payment information. The financial information will be transferred only be used to bill you for the products and services you purchased. If you purchase by credit card, this information may be forwarded to your credit card provider.

Information Use

This information is used for billing and to provide service and support to our customers. We may also study this information to determine our customers needs and provide support for our customers. All reasonable precautions are taken to prevent unauthorized access to this information. This safeguard may require you to provide additional forms of identity should you wish to obtain information about

your account details. MrHitech may email its monthly newsletter to the primary contact e-mail on file, but customers are able to opt out of this newsletter at any time.

Log Files

We use IP addresses to analyze trends, administer our site and servers, track access, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. It is possible that personal information about a customer may be included in the log files due to the normal functions of IP addresses and Web browsing.

Cookies

Your Internet browser has the in-built facility for storing small text files - "cookies" - that hold information which allows a website to recognize your account. We use cookies to save your preferences and login information, and provide personalized functionality. You can reject cookies by changing your browser settings, but be aware that this will disable some of the functionality on the MrHitech's website. More information about cookies can be found at

http://en.wikipedia.org/wiki/HTTP_cookie.

Disclosing Information

We do not disclose any personal information obtained about you from this website to third parties. We may use the information to keep in contact with you and inform you of developments associated with our business. You will be given the opportunity to opt out from any mailing list or similar device. However, we may disclose aggregate, anonymous data based on information collected from users to potential partners, our affiliates, and reputable third parties. We take all available measures to select affiliates and service providers that are ethical and provide similar privacy protection to their customers and the community. We do not make any representations about the practices and policies about these companies.

Correcting/Updating Personal Information

If a customer's personally identifiable information changes, or if a customer no longer desires our services, we will endeavor to provide a way to correct, update or remove that customer's personal data in our records, please contact us.

Opt Out & Modifications

By default, customers do receive any voluntary system updates, such as the newsletters, invoices, and mailings. Any customer who voluntarily receives these updates may unsubscribe at any time. Customers may not opt out of possibly receiving important system notifications, in the rare event that such notification would be necessary.

Security

MrHitech uses technical security measures to prevent the loss, misuse, alternation or unauthorized disclosure of information under our control. uses security measures including and not limited to: physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Data and Information Submitted to Another Person or Entity on Our Network

As mentioned above, MrHitech collects certain data and confidential information from customers relating to our web design and development, web site hosting and domain registration services, and this Privacy Policy applies only to that data and confidential information submitted to us.

Compliance with Laws and Law Enforcement

We cooperate with government and law enforcement officials to enforce and comply with the law. We will disclose any information about Users upon valid request by government or law officials as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including without limitation subpoenas), to protect your property and rights, or the property and rights of a third party, to protect the safety of the public or any person, or stop activity we consider illegal or unethical.

Changes to this Policy

Any changes to our Privacy Policy will be placed here and will supersede this version of our Policy. We will take reasonable steps to draw your attention to any changes in our Policy. However, to be on the safe side, we suggest that you read this document each time you use the website to ensure that it still meets with your approval.

Enforcement and Dispute Resolution

MrHitech has established internal mechanisms to verify its ongoing adherence to its privacy policy. MrHitech also encourages individuals covered by this privacy policy to raise any concerns about our processing of personal information by contacting MrHitech at the address below.

MrHitech will seek to resolve any concerns.

If you have any questions about our Privacy Policy, or if you want to know what information we have collected about you, please email us. You can also correct any factual errors in that information or require us to remove your details from any list under our control.