

PamirWebs Terms of Service

Last Revision: 12/10/2009

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The use of services from Pamir Hosting Service, Inc. [hereafter referred to as "PAMIRWEBS"] constitutes agreement to these terms. You may view our Privacy Policy here.

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 PAMIRWEBS, 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. PAMIRWEBS is not responsible for a lapsed registration due to outdated contact information being associated with the domain.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.

2. Satisfaction Guaranteed

30 Day Guarantee Statement (Only for Web Hosting Service)

Shared/Reseller/Master Hosting Accounts :

If for any reason you are unhappy with the services you receive from PAMIRWEBS during the first 30 days of service (**Only Web Hosting**), you may request in writing via email or by our cancellation form (as mentioned below) that your services be discontinued at which time you will receive a **full refund***. You must also state a detailed reason as to why you are canceling (as we request for any cancellation, no matter the time frame). We are the sole arbiter as to if your reason is a valid reason and if all possible steps were taken on your side and on ours to correct the situation causing the interest to cancel. If client violated the terms and conditions and suspended in that case refund will not be offered also if He/She asked for cancellation and than agreed to continue using services can't ask second time for refund. For refund policy see Note-8.0 from the down.

3. New Accounts (Fraud Checking)

All new web hosting accounts purchased on are not set up instantly by our system. It will be needing activation by a team member pending security check and you will receive two (2) emails including login details after your purchase activation. Due to unforeseen complications with various mail servers and any connection problems between your ISP and PAMIRWEBS, this process may sometimes be delayed.

4. 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.

The free transfer services are available for 30 days from your sign up date. Transfers outside of the 30 day free period will incur a charge; please contact a member of the transfers department with specific details to receive a price quote.

5. Payments

When you subscribe to our services, you are subscribing to a pre-paid service. All payments will be charged using PayPal, CC or, Moneybookers. Renewal notices are sent several times via email from 1 to 10 days after the renewal date. Accounts 7 days past due will be disabled. Accounts 15 days past due will require a \$15.00 USD fee to enable. We only accept **PayPal**, **Moneybookers**

,
Credit Card

,
Liberty Reserve

,
AlertPay

,
Western Union

and

Bank Wire

for payment of services. In the event that your yearly charge is denied and we are unable to contact you, then the aforementioned fees to enable your account shall apply. Please address

any questions regarding payment to PAMIRWEBS sales.

6. Cancellations

If you wish to cancel your services, you must write to sales or request a cancellation from your client area.

If you cancel your account and your payments still continue for any reasons such as 1) by fault of PAMIRWEBS staff 2) by fault of the payment processor 3) by fault of any other payment collection company we are not responsible for any overdraft fees that are issued by your financial institution.

7. Overage Charges

Our service plans are designed to accommodate the majority of usage scenarios given the needs of our customers. However, your usage may vary and require additional allocations, specifically in the areas of storage and traffic. We will never charge your card automatically if your account requires more resources. You must keep your email address updated within your cPanel, so that you may receive an email when your account reaches certain limits determined solely by our system, ie. bandwidth exceedment warning at 80% at which time you may contact us to purchase a higher transfer quota for your account. If you do not contact us, the system will suspend your site if your allotments exceed.

8. Refunds/Account Termination [Refund Policy]

If, for any reason, PAMIRWEBS fails to deliver said services, a prorated refund will be issued. No refunds will be issued if abuse of our stated policies forces PAMIRWEBS to suspend or terminate your services prematurely.

In the event you request account cancellation, once your service has been cancelled your account will be suspended from use. It will then be deleted within 30 days. If for any other reason your account becomes suspended and remains suspended it will be deleted after a 30-day period.

- **Domains are Not Refundable**
- **Refund Policy Applicable for Semi/Annual Payment Only [we will do partial refund after the using date]**
- **Website Design and Billing Software Not Refundable**
- **Violations of the Terms of Service will waive the refund policy**
- **SEO Service are Not Refundable**

- **If You do Misbehave with the Chat / Support Team will also waive the refund policy.**
- **No Refund will be issued if you are using second time our service it's only offered once a customer for any product.**

9. Content

All services provided by PAMIRWEBS may only be used for lawful purposes. The laws of the Government of Afghanistan, Kabul Government, State of Florida, the State of Texas, and the United States of America apply.

The customer agrees to indemnify and hold harmless PAMIRWEBS 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 "complain [at] pamirwebs.com" with the information required. A list of required information may be found here. If the request is of a licensing issue, we may require further documentation.

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 servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)

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- 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 Sites
- MUDs/RPGs/PBBGs
- Hateful/Racist/Harassment oriented 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.com)
- Mailer Pro

Examples of unacceptable material on all Reseller/Master include:

- IRC D (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 Sites
- Hateful/Racist/Harassment oriented 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.com)
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PAMIRWEBS services, including all related equipment, networks and network devices are provided only for authorized customer use. PAMIRWEBS 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 PAMIRWEBS 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. PAMIRWEBS 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 support ticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at abuse@pamirwebs.com 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.

10. Liabilities

PAMIRWEBS, makes no endorsement, claims, or promises regarding the services offered by our customers and will not be held liable for any disputes or claims against said customers. In no event shall PAMIRWEBS be liable for any direct, indirect, incidental, consequential, special and exemplary damages, or any damages whatsoever, arising from the use or performance of this web site or from any information, services or products provided through your web site. We are not responsible for any content on any server in our network and will not take any action against any questionable material or action until the website in question is brought to our attention by emailing us.

Acceptable Use Policy (AUP)

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PAMIRWEBS is dedicated to providing top quality service at a very affordable price. The conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any condition will be grounds for immediate account deactivation without notice. PAMIRWEBS will be the sole arbiter as to what constitutes a violation of any of these provisions.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension.

To report suspected abuses or any violations of these policies, please contact management.

Illegal Usage

PAMIRWEBS servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots. Any type of forum/discussion board discussing where to obtain such files or one that distributes the files is also prohibited. The subscriber to PAMIRWEBS service agrees to indemnify and hold harmless PAMIRWEBS from any claims resulting from the use of the service that damages the subscriber or any other party. PAMIRWEBS will be the sole arbiter as to what constitutes a violation of this provision.

Illegal Content

PAMIRWEBS does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation. No warez is allowed. Web proxies are not tolerated. This includes NPH-Proxy, and web proxy. If your site is found to hold any proxy files, your account will be suspended and the account holder will be issued a fee of \$50 USD. When using an account with shell, you are not allowed to run ANY servers or services on the PAMIRWEBS network. Servers are defined as perlbots, proxies, BitchX, psyBnc, root exploits, DDoS scripts, Shoutcast servers, etc. Running any of these will

face an immediate suspension, and users will be subject to a fine no less than \$50.00 USD, and no more than \$100.00 USD. PAMIRWEBS reserves the right to terminate an account for these activities also.

Software Distribution

PAMIRWEBS's web hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact our sales for special arrangement.

File Usage and Storage

PAMIRWEBS web hosting accounts are not to be used for the purposes of distributing and/or storing an unusual amount of files. We are a web hosting service not a remote file storage service. Any web site whose disk space usage for storing the files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of files. At that point, if we find that those files are illegal or harmful in any way, you will be notified. If you do not have any negative intentions such as causing harm to our server or to others with the files you keep, then you have nothing to worry about.

Chat Rooms

PAMIRWEBS does not provide nor allow chat rooms on shared hosting environments. You may elect for a dedicated server to run a chat room efficiently.

IRC

PAMIRWEBS does not allow IRC or IRC bots to be operated on our shared or reseller servers. They are allowed on dedicated servers provided that no negative effects occur to our network.

Security

Users are prohibited from violating or attempting to violate the security of the PAMIRWEBS Network. Violations of system or network security may result in civil or criminal liability. PAMIRWEBS will investigate occurrences, which may involve cooperation with law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- 1) Accessing data not intended for such user or logging into a server or account, which such

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user is not authorized to access,

- 2) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization,
- 3) Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing",
- 4) Forging any TCP/IP packet header or any part of the header information in any e-mail or forum posting,
- 5) Taking any action in order to obtain services to which such User is not entitled,
- 6) Attempting to couple many hosting packages together to take advantage of massive space or bandwidth allocations,

Each hosting package purchased is unique to a domain name and use - you are not allowed to purchase multiple plans to obtain combined bandwidth & space. PAMIRWEBS will stop such transactions and label them as deceptive. We have an upgrade path for all services and we can often times work out special deals for users if they ask us for the assistance.

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a system's security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Server Abuse

Any attempts to undermine or cause harm to a PAMIRWEBS server or customer of PAMIRWEBS is strictly prohibited. Any sub-networks of PAMIRWEBS and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.

Free Hosting Sites

PAMIRWEBS believes in the freedom of hosting. We do allow our users to run Free Hosting sites, though for having lots of abuses and resource delegation PAMIRWEBS reserves the right to set a limit over an account if abuse department approves the account as a "FREE HOSTING PROVIDER". Usually for a free hosting provider a 20 domains limit is eligible if and only if the provider is a TLD Free domain hosting provider, if the provider is a subdomain hosting (FREE) then the limit is set to 10 domains usually. We do not block free hosting services like other hosting providers though, for abuse and resource limitation on a premium server this policy is applied.

Responsibility

The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of PAMIRWEBS's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the client. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Mail: a use of mail clients to receive and send mail, etc. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of PAMIRWEBS to provide this knowledge or support outside matter specific to PAMIRWEBS servers.

Backups

PAMIRWEBS takes extreme steps to maintain system integrity. However, PAMIRWEBS shall not be held responsible for loss of data due to any cause. To ensure the highest level of data protection, PAMIRWEBS recommends that ALL information be backed up on your own computer. As with any data that you hold a high importance to, it should be in more than one location at all times. All PAMIRWEBS data backups are designed against hardware failure not customer user error.

Actions

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. PAMIRWEBS will be the sole arbiter as to what constitutes a violation of the AUP. PAMIRWEBS reserves the right to remove any account without prior notice.

When PAMIRWEBS becomes aware of an alleged violation of its AUP, PAMIRWEBS will initiate an investigation. During the investigation, PAMIRWEBS may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, PAMIRWEBS may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, PAMIRWEBS will notify the appropriate law enforcement authorities of such violation.

PAMIRWEBS does not issue credits for outages incurred through service disablement resulting

from AUP violations.

PAMIRWEBS customers agree to indemnify and hold harmless PAMIRWEBS from any claims resulting from the use of our services that damages them or any other party. The PAMIRWEBS service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. PAMIRWEBS expressly disclaims any representation or warranty that the PAMIRWEBS service will be error-free, secure or uninterrupted. No oral advice or written information given by PAMIRWEBS, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. PAMIRWEBS and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Modification

PAMIRWEBS reserves the right to add, delete, or modify any provision of this policy at any time without notice.

Refusal of Service

We reserve the right to refuse, cancel, or suspend service at our sole discretion. An example of refusal of service is if an account continues to abuse our policies after warnings. Refusal, cancellation or suspension of services especially holds true to issues with spam or any script abuse. Another example of refusal of service is if a customer becomes very unreasonable, unprofessional, extremely difficult to work with or threatening. Said customer's account will be suspended and we will recommend to the customer to find a new host. A backup of the account(s) will be provided.

Resource Abuse Policy (RAP)

Any website on our shared servers that uses a high amount of server resources (CPU, memory usage, and network resources) will be given an option to pay for a dedicated server. The abuse and misuse of system resources is a serious problem, and PAMIRWEBS does not tolerate it. Accounts on a shared server must be shared with other users, so we must limit how much of the CPU and memory that can be used by any one account.

In all fairness, we cannot allow one or two clients to use all of the system resources on a shared machine and have all other clients suffer because of it. Excessive CPU & memory usage by one or more clients causes extreme slowness in all areas: MySQL, Email, HTTP and

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more. If the CPU & memory usage by a few clients gets out of hand, all sites hosted on the machine will return errors and not be accessible in any way.

Average Server Resource Limits (Per cPanel Account)

- # Memory usage may not exceed 30% per domain/file/application
- # CPU usage may not exceed 30% per domain/file/application
- # Apache connections may not exceed 80-100 connections
- # 100-150 MySQL maximum user connections allowed
- # 250 emails per hour, per domain

Please note that, our SRL (Server Resource Limit) allowance is highest than any other hosting company offered on shared hosting for their customer.

There are special exceptions to these rules to be determined at the time we discover abuse. There are different combinations of usage that can create problems and other special cases. At any given time a server is unstable and an account is found to be the cause, we reserve the right to suspend the account to keep the server online and operating normally. If the usage is an increasing trend, we recommend the user invest in a dedicated server so the website can grow at a normal rate without restriction.