Terms of Service

Please read the following Terms of Service which govern all products and services provided by **OPTIMUM LINKUP COMPUTERS** Inc. (Make Any Site), its affiliates, successors and assigns (“Company”) to its customers (“Customer”).

**SERVICES ORDERED**

1. These terms of service shall apply to all products and services provided by Company to Customer, unless otherwise stated by an agreement signed in writing by the Customer and Company.
2. With regards to any Hosting Services, Customer will abstain from using any product or service in excess of the applicable limits set for the Services in the Service Details. If Customer uses storage space more than such applicable limits, Company may, without limiting its other rights or remedies, assess Customer with proportionately higher fees or suspend or terminate the Services.

**PAYMENT, FEES & TAXES**

Payment of Service Fees in the manner set forth in the Order needs to be done by the customer. Company may hike the Service Fees (i) in the way allowed in the Service Details and (ii) at any particular time on or after expiry of the Initial Term by providing fifteen (15) days prior written notice thereof to Customer. The Service Fees is not inclusive of any applicable sales, usage, revenue, excise or other taxes charged by any taxing authority with regarding Services or any software provided hereunder (exclusive of any tax on Company’s net income. Abandoned accounts may be suspended at Company’s sole discretion. Reactivation of services will only be carried out during Company’s normal business hours (Monday to Friday, 9:00 am – 12:00 p.m., excluding holidays.)

**TERMS**

1. Services pertaining to Web Hosting will begin on the Effective Date indicated in the Order and continue for the period of the Initial Term. Order will automatically renew for successive one month periods thereafter, unless the Order is earlier terminated in as per its terms or either party gives written notification to the other party of non-renewal at least 30 days prior to the expiry of the current term.
2. Termination of this Agreement can happen immediately with the consent of either of the parties upon the occurrence of any of the following events: (i) Unpaid dues with no payments even after warnings (ii) Breach of agreement or any of terms by the party (iii) in the event of insolvency
3. We may revoke this Agreement (i) if the Services are not allowed by the applicable law, or becomes unfeasible for any genuine reason, by serving Customer prior notice of termination (ii) immediately by giving written notice to Customer, if Company finds in good faith that Customer’s use of the Customer website or the Customer Content is against the Acceptable Usage Policy.

**REGISTRATION OF DOMAIN NAME**

1. Should you choose to register a domain name through Company, Company will register a domain name on your behalf, provided such domain name is available for registration. Company acts only as an intermediary between you and the organization providing the domain name, and has no influence over the assignment of domain names
2. You assure and comply that your domain name does not in any way infringe upon the trademark, copyright, or any IP rights of any entity and the domain name chosen is in compliance with the terms of our agreement.

**CUSTOMER WARRANTIES AND REPRESENTATIONS**

Customer hereby warrants and represents to the Company, and consents that during the Term she/he will make sure that: (a) The sole ownership of all the content, logo, graphics , IP etc. vests with the Customer (b) The customer will be in compliance of all applicable statute, rules and regulations regarding the Customer Content and the Customer website and will use the Customer website only for legal purposes strictly; and (d) Customer ensures that the his/her Content is and will at all times remain free of all computer viruses, worms, trojan horses and other malicious code.

**CUSTOMER’S DUTIES**

1. Customer takes the sole responsibility for the quality, performance and all other aspects of the his/her Content and the goods or services provided via their website.
2. Customer assures complete responsibility for providing End Users with any pertinent disclosure or explanation of the any features of the Customer website and any goods or services detailed therein, as well as any rules, terms or conditions of use.
3. Customer accepts the sole responsibility for creating back-up copies of their website and Content.

**VENDOR INTELLECTUAL PROPERTY**

(a) We (the Vendor) hereby allow our Customer a non-transferable, non-exclusive royalty-free license, exercisable solely during the period of this Agreement, to use applicable Company Technologies solely for the purpose of accessing and using the intended and fair Services. Customer is not allowed to use the Company Technology for any purpose other than accessing and using the Services in the intended manner.

**INDEMNIFICATION CLAUSE**

Customer hereby indemnifies and holds harmless Company, its affiliates and their respective officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the “Company Indemnities”), from and against any and all damages, losses , liabilities, costs and expenses (including, without limitation, sum paid in settlement and reasonable lawyers’ fees) which any of the Company Indemnities may, incur or suffer sustain due to or arising out of (i) Customer’s breach of any, warranty, representation or covenant contained in the Agreement

**NON-SOLICITATION; CONFIDENTIALITY**

(a) Each party, hereby consents that, it will not, without the prior written consent of the other party, disclose to any Person any Proprietary Information of the other party made available or disclosed to it, except for use of such Proprietary Information as needed in relation with the performance of its obligations or use of the Services hereunder.

**ADDITIONAL SERVICES CLAUSE**

(a) Customer hereby frees the Company of any liability or responsibility for any, loss of data, damage, loss of use or any other loss occurring in relation with Company’s provision of Additional Services ordered by the Customer.

**THIRD PARTY CONTENT CLAUSE**

OPTIMUM LINKUP COMPUTERS Inc. hereby confirms no editorial control over third party content. Any, advice, opinions , services, statements ,offers, or other information that constructs part of content expressed or made available by third parties, including merchants, providers , sponsors, licensers, or any other user of OPTIMUM LINKUP COMPUTERS Inc., are those of the respective distributors or authors and not of OPTIMUM LINKUP COMPUTERS Inc. or its subsidiaries.

OPTIMUM LINKUP COMPUTERS! Reserves the right to change the yearly payment amount and any other charges at any time