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Terms & Conditions:

Standards of Terms & circumstances

Permissible substance

HostBangla.com strictly prohibited storage and/or display of the following material on its servers. This includes uploading to web sites, or transmitting by any material (by e-mail, uploading, posting or otherwise).

- **Mature Sites:** We prohibit any adult (pornographic) web-sites on our servers, including pedophile sites, sites linking to pornographic sites (outside links) and pornographic advertisements on your own site.
- **Prohibited use:** HostBangla.com services may not be used for illegal purposes, or in support of illegal activities.
- **Copyright or trademark breach:** Use of the HostBangla.com service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Sharing of Viruses, Spyware, and Malware:** Distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Distribution of software that monitors computer or computer user activity without the computer user's knowledge and consent is prohibited.
- **Spamming:** Spamming (sending unsolicited commercial or bulk emails) using our servers is strictly not allowed. **DO NOT SEND SPAM EMAIL FROM OUR SERVERS.** To protect our servers we may impose limits on the number of emails sent within a particular time frame from our servers.
- **Terrorization:** Use of the HostBangla.com service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harm to minors:** Use of the HostBangla.com service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.
- **Annoyance:** Use of the HostBangla.com service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

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- **Fraudulent activity:** Use of the HostBangla.com service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," "hyip schemes," and "chain letters."
 - **Fake or impersonation:** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
 - **Unsolicited commercial e-mail / unsolicited bulk e-mail (SPAM):** Use of the HostBangla.com service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending HostBangla.com account.
 - **Unauthorized access:** Use of the HostBangla.com service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of HostBangla.com or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending account is subject to immediate termination.
 - **Fraudulent links:** Use of fraudulent referrers to a site hosted on our servers is forbidden. This includes, but is not limited to, blog ping backs. Inappropriate (e.g. off-topic or automated) postings to forums, or other services containing links to a site hosted on our servers is forbidden.
 - **Servers and Proxies:** Use of server software or scripts which creates a listening socket on our server is forbidden. Proxies which receive requests over HTTP and use our network connection to forward the request to another server are not permitted. This includes, but is not limited to, HTTP proxies.
 - **File Sharing and Bit Torrents:** Use of software and scripts for "file sharing", "bit torrents" or similar is not allowed on our servers. This includes sending or receiving files using these mechanisms.

Server utilize

We want to allow our customers to use our servers the best way, but in order to protect other users; we may, temporarily or not, suspend a shared hosting site if this site slows down our servers or uses too much server resource. In this case, we will try to find a solution together with the customer.

You may not use your site to publish material, which HostBangla.com determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings.

You must take reasonable steps to protect the security of our servers. This includes, but is not limited to:

- Keeping all passwords to HostBangla.com systems secure. You must not reveal your passwords to third parties.
- Ensuring that any scripts that are installed on your site cannot be exploited to compromise the security of the server.

Scripts

You are responsible for ensuring that any scripts that you install do not compromise the security of our servers. This includes, but is not limited to:

- Ensuring that it is not possible to abuse such scripts to gain access to the file system of the server.
- Ensuring that it is not possible to abuse such scripts to send emails to third parties.
- Ensuring that you update any installed scripts with the latest releases, which often contain security fixes.

If a script installed on your site is compromised, we may require a cleanup of your site.

Where we provide an automatic script installer we may update installed scripts to the latest releases.

Server preservation

We might have, from time to time, to perform maintenance, upgrades or replacements to our servers. We reserve the right to suspend access to such server during the required time to do the maintenance, upgrade or exchange the server, for no more than 4 hours. In this event, the users will be sent an e- mail at least 24 hours before the due date and time for maintenance.

Liability

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

You, as a HostBangla.com customer, are solely responsible for the content stored on and served by your web site.

Customer Responsibilities

In consideration of their use of the Service, customers agree to:

- Provide true, accurate, current and complete information about them as prompted by the registration form of the Service. Maintain and promptly update their registration data to keep it true, accurate, current and complete. If the customer provides any information that is untrue, inaccurate, not current or incomplete, or HostBangla.com has reasonable grounds (at its sole discretion) to suspect that such information is untrue, inaccurate, not current or incomplete, HostBangla.com has the right to suspend or terminate the customer's account and refuse any and all current or future use of the Service (or any portion thereof). If untrue details are used in order to avoid VAT the customer can be held responsible by the respective national tax collecting agency.
- When introducing any changes to their **contact details**, customers are obliged to notify HostBangla.com in the course of 10 business days after the changes become valid. The introduction of changes should be done online through the customers' Web Hosting Control Panel, not via e-mail. This requirement is also in force for HostBangla.com, i.e. customers will be always aware of any contact information changes that the company places within its website. This way, flawless communication between both sides is guaranteed.
- Customers will receive a **password and account designation** upon completing of the registration process of the Service. Customers are responsible for keeping the confidentiality of their passwords and accounts, and are fully responsible for all activities that occur under that password or account. Customers agree to: a) immediately notify HostBangla.com about any unauthorized use of their password or account or any other breach of security; b) ensure that they safely exit (log out from) their account at the end of each session. HostBangla.com cannot and will not be liable for any loss or damage of account information arising from Customer's failure to comply with this provision.
- If a hosting account is registered with details different than those of the person who paid for the account, and in the case of any dispute, \$Reseller Store\$ will take the side of the person who paid for the account and

shall not provide access to any other person, since - a hosting account owner is and will be considered to be the credit card /PayPal account holder.

Third party Dealings

Any dealings with third parties (including advertisers) carried out through HostBangla.com Hosting Services, including participation in promotions, payment for goods and services, and/or any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between the Customer and the advertiser or the other third party. HostBangla.com shall not be responsible or liable for any part of such dealings or promotions.

Backup

You are solely responsible for maintaining adequate backups of your content.

We may provide a backup service for your site; however, we do not accept responsibility for any failure of our backup mechanism. We will restore your site from backup without charge once each calendar month. If further restorations are necessary, **we may charge a BDT 1000 fee for doing so.**

Mechanical Support

HostBangla.com provides technical support to our customers via a support ticket system. For shared hosting, HostBangla.com provides support related to your web site physical functioning. HostBangla.com does not offer technical support for application specific issues such as PHP or cgi programming, html, script installation or any other such issue. There are links in the member's area to other web sites that can help with such issues.

You may purchase additional technical support for issues which are not covered by our normal support. **Our standard technical support rate is BDT 1000 per hour**, paid in advance. For a cost estimate for additional support please create a support ticket in the member's area describing the support you require. If you purchase additional technical support and our estimate is too low we will stop work and advise you as soon as possible and provide you with a new estimate. If our estimate is too high, we will refund any extra amount paid by you.

Modification

We may modify any of these terms and conditions contained, at any time and in our sole discretion, by posting a change notice or a new agreement on our site. Your continued participation now, or within thirty (30) days following the posting notice of any changes in these terms and conditions, will constitute a binding acceptance by you of such rules, changes or modifications. If any modification is unacceptable to you, your only recourse is to terminate your account(s). In this case, a pro-rata repayment of web hosting costs will be made.

Uptime Assurance

We have an availability guarantee of 99.99% availability per month. If this is not met, we will, on request, credit your hosting with 1 day for each hour your site is down, up to a maximum credit of 30 days in any calendar month. The Uptime Guarantee is only applicable to shared webhosting. It is not applicable to domain name registrations, VPS Hosting or dedicated server hosting.

Chargeback and Payment disputes

All payment disputes must be raised via the support ticket system.

If you dispute a payment through your credit card company, through PayPal or another financial institution we may immediately suspend or terminate all services you have purchased from us. **We may levy a charge of BDT 1000 per dispute instance**, payable before we restore your services. If we are charged a chargeback settlement fee, or other fee related to the payment dispute, we may pass this fee onto you.

Service Discontinuous

HostBangla.com Hosting reserves the right to discontinue the delivering of the services and terminate this agreement for a certain period of time or indefinitely, with a prior notice. If the reason for this is Customer's failure to observe these Web Hosting Terms of Service and/or our Acceptable Use Policy, no refund will be issued to the customer for the unused period of his/her annual subscription with HostBangla.com. If the Customer has not violated any part of these Web Hosting Terms of Service, the Acceptable Use Police and/or any other related documents (Customer agreements) mentioned hereby - the Customer will receive partial refund covering the period of his/her web hosting subscription with HostBangla.com that has not been used.

Annihilation and Deferral

You may terminate your hosting at any time by advising us via a support ticket that you wish to do so.

We may suspend any or all of your services where we have reason to suspect a violation of our terms and conditions whilst we investigate the suspected violation. We may suspend your services where we have reason to suspect that a script installed on your site is being abused whilst we investigate the suspected abuse.

Cure

If we suspect that activities performed by you or a third party on your hosting account, whether deliberate or not, may compromise the security of our server or any other server or computer, we may require a clean up to be performed.

A simple clean up will be provided free of charge, resulting in total loss of existing data on your hosting account. You should then restore the site from your backups. Depending on the severity, we may agree to perform a complex clean up (targeting only compromised files), for which we will charge support at our standard support rate.

Breaches

If you violate our terms and conditions we may terminate or suspend (temporarily or indefinitely) any services you have with us. In this case no refund will be given for any payments that have been, or are made by you to us.

Following a violations of or terms and conditions, we may levy an investigation charge of BDT 2000 per instance.

Termination and compensation

HostBangla.com will accept a request to cancel a web hosting account and give a full refund to a new customer who requests such refund and cancellation within 30 days of ordering. Domain name registrations cannot be cancelled and are not refundable. Dedicated server plans are not refundable.

Revisions

In order to improve its web hosting and customer care services, HostBangla.com reserves the right to revise these terms and conditions at any time without prior notice. Customers are encouraged therefore to review this document periodically.