

Master Service Agreement (MSA) & Terms of Service

PLEASE CAREFULLY READ THE FOLLOWING TOS. BY ACCESSING AND USING THE SERVICES YOU AGREE TO BE BOUND BY THE TOS. IF YOU DO NOT AGREE TO BE BOUND BY THE TOS, DO NOT ACCESS OR USE THE SERVICES OR ANCILLARY SOFTWARE.

"Service" means and includes Web Hosting Services, SMTP Services, Domain Name Registration, Domain Name forwarding/redirection Services, SPAM Reduce, Data Backup service and all other services that we may offer you from time to time at our sole discretion.

1. Acceptance of terms and subscription

1.1 Service is offered to you on a condition that you accept all the TOS without modification or reservation

1.2 If you obtain more than one Service from us the TOS shall be applicable in respect of all the Services and your acceptance of the TOS at the time of availing the Service for the first time shall be deemed to be acceptance of TOS for the Services availed subsequently.

2. Term

This Agreement shall be for a period of 1 year unless otherwise specified. The Term will get renewed for period of 1 year automatically unless you inform us in writing at least one month prior to expiry/renewal date of your intention not to continue with the Service.

If renewal is not confirmed (VIA Phone or email), we have rights to disable/suspend the services and we may contact the end user for direct renewal.

3. Services

3.1 The use of the Service is subject to our Privacy Policy. For more information, please see our full Privacy Policy at <http://www.leospace.com>

3.2 We reserve the right to change, without notice, the terms and conditions under which the Service is offered. You can review the most current version of this TOS at any time at <http://www.leospace.com> If you continue to use Services after, modifications to the TOS, you will be deemed to have agreed to be bound by the changes.

3.3 We reserve the right to deny to you, at our sole and absolute discretion, access to the Service including or any portion thereof without any prior notice. Reasons for the refusal may or may not be given in writing by us.

3.4 We do not allow clients to install their own chat rooms. These tend to be large system hogs and we cannot allow it as an account option. We do provide a choice of Java chat rooms for a small extra charge that will more than fill your needs and run without hindering the performance of the machine for others.

3.5 Your website or Services offered to you may be suspended if we receive any complaint of any nature in respect of your website.

3.6 You agree that in case of our server receives emails or any kind of requests for sites hosted by us which is overloading server or creating any sort of problems, we may temporarily or permanently disable related website(s)/accounts and we will not be held liable for the same.

3.7 You must sign an agreement with your end-users and the end-users shall be bound by the TOS. You agree to give appropriate notice to your end users of the TOS and that the fact that they are bound by it.

3.8 Your website or service offered to you will be suspended if we do not receive our payment in time.

4. Obligations And Warranties

4.1 You shall (i) bear all responsibility of keeping and ensuring that Security Codes are kept in a secure manner; (ii) not assign or disclose your Security Codes to any person or entity without our prior written consent; (iii) bear all liability that may occur as a result of the Security Code being used by third parties, or due to their improper use.

4.2 You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.

4.3 You agree that all co-ordination with regard to the request for Services between you and us shall only be done by e-mail or FAX and by no other mode. All transmissions made via e-mail or FAX is deemed duly executed and is to be binding on the person sending it,

4.4 Intellectual Property : You acknowledge, agree and represent that your Web site, and all the content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained or maintained on your Web site or presented to you is owned by you and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws ("Intellectual Property") and that you shall not infringe upon intellectual property rights of any third party.

4.5 Links to third party Web sites

4.5.1 We do not endorse the content on any third-party Web sites, which could be accessed from our Website. We are not responsible for the content of any dealings with third parties who advertise on our Website, or through participation in promotions, including the delivery of and the payment for goods and service, or your use of third-party Web sites is at your own risk and subject to the terms and conditions of use for such Web sites. If you decide to access any of the third party sites linked to this web site, you do so entirely at your own risk. In the event that any of the terms contained herein conflict with the terms of service or other terms and guidelines contained within any such Web site, then the terms of service and other terms and guidelines for such Web site shall prevail.

4.6 Web site may contain advertising and sponsorship. We will not be responsible for an error or inaccuracy in the advertising or promotional material.

4.7 You may enter into correspondence with or participate in promotions of the advertisers showing their products or services on our Web site. We are not responsible for the goods or services, terms, conditions, warranties or conditions of such advertisers. The agreement or understanding between you and such advertiser solely governs your relationship with such advertiser.

4.8 The Service is provided on an "as is" and "as available" basis. You agree that use of the Service is at your sole risk. We shall not be liable for any action taken by you based on or relying on the information provided in or by the Service.

4.9 You acknowledge that any material, information and/or data downloaded or otherwise obtained through the use of the Service are done at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

4.10 You acknowledge that we neither endorse the contents of any communications nor assume the responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from, or any crime facilitated thereby.

4.11 No advice or information, whether oral or written, obtained by you from or through the Service or any person shall create any warranty not expressly stated herein.

4.12 You shall not :

4.12.1 use the Service to defame, abuse solicit, harass, stalk, threaten or otherwise violate the legal rights of any person . You shall not use the Service to distribute any information that promotes or contains bigotry, racism, hatred, profanity or obscenity, promotes physical harm.

4.12.2 Engage in any fraudulent, abusive or illegal activity, including but not limited to any communication or solicitation designed or intended to fraudulently obtain the password or any private information of any person

4.12.3 use our Web site or Service to violate the security of any computer network, crack pass words or security encryption codes, transfer or store illegal material

4.12.4 reverse engineer, decompile, disassemble, copy , reproduce, distribute, modify, transmit, perform, reproduce, publish or create derivative works from or in any way exploit any of the Service in violation of this TOS or the laws of any country

4.12.5 run any form of auto responder, mail list or spam on our Service or any processes that are run or are activated while you are not logged on

4.12.6 Distribute any downloaded file that you know, or reasonably should know, cannot be legally distributed

4.12.7 Reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, or redistribute or publish the information, software, products or Services provided by us or obtained from us without obtaining our express, prior written consent. This restriction includes any attempt to incorporate any information provided by us into any other directory, product, or service

4.12.8 do any act that violates our intellectual property in the Service

4.12.9 cache or permit caching by any person.

4.12.10 do any act, including without limiting, running internet relay chats or IRC bots , or any other acts that may cause the overload of the servers or which will adversely effect the Service as provided by us to anyone, unless there is an explicit written permission from us to do so. Your Services will be stopped immediately if we are of the opinion that your web-site is the cause of such server overload till such a time as we feel that you operating your web-site will not adversely effect our services.

4.12.11 Use the service to store and/or display and/or publish any adult content, which without limitation includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult content" is left entirely to our discretion.

5. Our Obligations

5.1 Except as warranted in this TOS, we expressly disclaim all warranties of any kind, whether express or implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, data accuracy, validity, integrity, current ness, adequacy & completeness, and any warranties relating to non-infringement in the Service.

5.2 We make no warranty that the Service will meet your requirements.

5.3 We shall be not responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, deletion, defect of any information etc in this Service or Web site or any part thereof.

5.4 We shall not incur any liability direct or indirect, to you or any third party, as a consequence of non-functioning of any equipment belonging to you, any third party or us. We shall not be responsible for any downtime of such equipment.

5.5 We shall not incur any liability, loss, claim, expense or costs in relation to any unauthorized use of your credit card number or any misappropriation of payments due to use of any Service on our Web site.

5.6 We do not warrant that the Service will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of the Service.

5.7 We clarify that there is no warranty of title, authority or non-infringement in the Service. We make no representations or warranties, either express or implied that the research, development, marketing, distribution, use or sale of the Service will not infringe any patent, copyright or other right of any third party.

5.8 We make no warranty regarding any service obtained or purchased through or from any other service provider to whom we have provided a link through the Service or any transactions entered into through the Service.

5.9 We will not be liable for any virus that may enter your system as a result of you using the Service. We make no guarantees to you or third parties that the Service would be virus free. We will not be liable for any direct, incidental or consequential loss, which may be caused to you as a result of the your use of the Service.

5.10 In the event the server or the Domain Name Server may need to be changed, reconfigured or for any similar reason there is any delay, loss or damage to, the Service, or any data or information it is agreed that we will in no circumstance be responsible for any such loss, delay or damage to You. It is agreed that such events as mentioned above may cause you some inconvenience and/or damage, but at no point of time will you hold us responsible for the inconvenience or damage caused to you.

5.11 We shall be neither responsible nor liable for any deficiency that may be caused to your Service or any External pointing service that may be caused due to the change of your RD for any reason whatsoever. In the event you are planning of changing your RD then you undertake to furnish this RD to us at least 30 days in advance of the days in which you are planning to make the actual changes to your RD and we are to be given at least 30 days before which we are to make the required changes in order to provide you with the Service.

5.12 We shall not be held responsible for any loss or damage caused to you because of the actions of any employee or any person who acts beyond his/her authority and who may be associated with the Company now or in the future and who may have access to Registration Data relating to you.

5.13 We are not liable to keep any back up of the information loaded on the web space provided by us. You will be solely responsible for the file backup. At no point of time we will be responsible for any data losses.

6. Ancillary Software

6.1 We may provide software to you for use in support of the Services ("Ancillary Software"), including, but not limited to

6.2 Ancillary Software is licensed to you under this agreement exclusively for use with the Services and for no other purpose.

6.3 If you receive Ancillary Software from us, you agree to abide by any additional licensing provisions that may be applicable in respect of such software. Specifically, you agree to abide by the provisions of the Software license agreement provided with the Ancillary Software, you agree to click on the links to, and familiarize yourself with, the terms of service of the Ancillary Software.

7. SMTP Services

7.1 We may allow you to use our SMTP Servers for mail relaying. However, mass/bulk mailing is not allowed. In case of overloading, we reserve right to refuse SMTP Services to you.

8. Domain Name Forwarding and Redirection Services

8.1 This Service may be provided by us free of cost or at additional charges as may be specified by us at the relevant time.

9. Domain Name registration

When you pass request for any domain registration from our web site www.leospace.com you agree TOS with registrar and service provided by us.

10. Domain Name Renewal

10.1 Domain Name will be renewed only after payment is received in full.

10.2 We may not be able to renew Domain Names, which have expired. Therefore, the application and payment for renewal should be made before the expiry date of the Domain Name. However, we may not be able to renew the Domain Name if the Domain Name Billing Contact is not with us and domain name expiry date is within 15 days from the date of the application.

10.3 In the event we are not able to renew the Domain Name we will refund the full renewal charges after deducting handling/bank/credit card charges.

11. Domain Name Transfer

11.1 In case of transfer of Registrars of Domain Name transfers, we will apply for transfers once we receive payments in full. The Change Registrar process can take as few as 10 days. Once you've submitted your request, we will send an e-mail

message to the Administrative Contact listed with the current registrar of the domain name requesting authorization for the registrar transfer. The Administrative Contact has 5 days to respond to the e-mail message. Once the Administrative Contact authorizes the registrar change, it takes 5 days to process the request. If the Administrative Contact doesn't authorize the request or doesn't respond within the allotted time, your transfer request is cancelled.

11.2 The Domain Name shall not be transferred if (i) it has expired, (ii) if the Domain Name is locked, (iii) dues are pending to the existing/previous registrar, (iv) the Domain Name is due for renewal, (v) it is a newly registered Domain Name and 75 days have not elapsed from the date of its registration.

12. Dedicated Server

12.1 When we assign a Dedicated Server to you following provisions shall apply :

12.1.1 You shall manage the Dedicated Server assigned to you. OR

12.1.2 We shall manage the Dedicated Server if you want us to manage the same and we shall install our own software on the Dedicated Server. You shall not get root access and complete management of the Dedicated Server is done by us. However, complete server resources can be used by you including chat rooms etc. In case, if you installs any software or asks us to install any software, the software license must be purchased by you. We will not be responsible and you shall take the responsibility for pirated software or software without license and you shall indemnify us in respect of any consequences arising out of use of such pirated or unlicensed software.

13. Limitation of liability

13.1 You agree that we, our employees, directors etc., shall not be liable for any direct, indirect, incidental, special or consequential damages, (including, but not limited to, damages caused by any virus, personal injury, loss of profits, data, business interruption, loss of privacy, or any other pecuniary loss) resulting from the use/delivery/performance or the inability to use/deliver/perform the Service or for cost of procurement of substitute goods and repair & correction services or resulting from the Service subscribed to or obtained or messages received or transactions entered into through or from the Service or resulting from unauthorized access to or alteration of your transmissions or data, even if we have been advised of the possibility of such damages.

13.2 You agree that we shall not be liable for any damages arising from interruption, suspension or termination of Service, including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.

13.3 In no event will our liability for any claim, whether in contract, tort, or any other theory of liability, exceed the greater of the amount actually paid by you for subscribing to the Service, if applicable, or Rupees 100.

14. Indemnification

14.1 You agree to indemnify and hold us harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of : a. your use of this Web site, the Service, or the violation of this TOS, any intellectual property or any other right of any person or entity by you. b. the violation or due to the or any acts or omissions of any of the terms and conditions of this TOS or the agreement between you and the End User.

15. Termination and consequences

15.1 If you violate any of the terms of the TOS or we have grounds to believe that you have violated any term of this TOS, we may at any point of time, with or without sufficient cause either temporarily or indefinitely terminate your access to the Service or any part thereof without waiving any other rights.

15.2 It is agreed that in the event we terminate your Service because you do not make the payments (as specified in the Service Registration Form) on a timely basis, we have the right to suspend the Service immediately and take such other steps as may be permissible.

15.3 If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate the Service (or any portion thereof).

15.4 We have the sole discretion to discontinue the Service indefinitely if in our opinion your web-site is the cause of any activity that could adversely effect us in anyway

15.5 You also agree that your sole remedy under this TOS is cancellation of the Service.

16. **Miscellaneous**

16.1 This TOS is governed by the laws of the Republic of India. You consent to the exclusive jurisdiction and venue of courts in Panaji – Goa 403001, India in all disputes arising out of or relating to the use of this Web site or Service. Use of this Web site is unauthorized in any jurisdiction that does not give effect to all provisions of this TOS, including without limitation, this paragraph.

16.2 You agree that no joint venture, partnership, employment, or agency relationship exists between us as a result of this TOS or use of this Web site.

16.3 If any part of this TOS is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the TOS shall continue in effect.

16.4 This TOS constitutes the entire agreement between us with respect to this Web site and Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between us with respect to this Web site and Service.

THE FOLLOWING TERMS ARE ESPECIALLY FOR THOSE PERSONS WHO MAY BE RESELLING THE WEB SPACE THAT THEY ACQUIRE FROM US TO A THIRD PARTY. THE RESALE OF ANY WEB SPACE SUPPLIED TO YOU CAN ONLY BE DONE AFTER OBTAINING OUR WRITTEN APPROVAL AND AFTER HAVING MADE PAYMENTS IN ACCORDANCE WITH TOS.

17. **Terms**

17.1 We agree to supply you with the amount of web space as purchased and as specified by you. Additional space is available and prices for the same will be as published at the time of request.

17.2 You shall ensure that the End User agrees to comply and complies with all the clauses 4, 8, 9, and 10 of the TOS hereinabove and for that purpose you shall obtain their signature in writing or any other legally acceptable method on the agreement between you and the End User which incorporates such terms and conditions.

17.3 You will notify the End User that in the event of any infringement or violation of any of the TOS and he/she will be required to take remedial action within a period of 48 hours.

17.4 You and the End User are responsible to us for retaining copies of their files, as we do not guarantee that an updated backup will be available. Back up may not be available unless you subscribe for the same separately.

17.5 You hereby agree that the charges that you are required to pay for the Services shall include the applicable taxes and duties and that we are entitled to recover from you all the charges that ought to have been recovered for Services rendered to You as per this clause, but have not so recovered.

17.6 Any decision relating to space hosted by us is to be made by us and is final.