

Master Service Agreement (MSA) & Terms of Service

Acceptance of terms and subscription

- Service is offered to you on a condition that you accept all the TOS without modification or reservation by clicking the "I Agree" button.
- 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.
- For availing of any Service you have to fill in the Service Registration Form ("SRF") that is available at our website: www.kulhari.net, www.kghosting.com, www.kulharigroup.com and www.seosolution.in and choose the Service you wish to avail. SRF also contains the payment terms and other details. Provisions of any of the Services are subject to our acceptance of your SRF.
- Upon registration we will give you Customer ID and password ("Security Codes").

Privacy Policy

- The use of the Service is subject to our Privacy Policy. For more information, please see our full Privacy Policy at <http://www.kulhari.net/legal/privacy.pdf>

Policy Change's

- 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.kulhari.net/legal/tos.pdf> If you continue to use Services after, modifications to the TOS, you will be deemed to have agreed to be bound by the changes.
- 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.

Account Setup

- We will setup your account after we have received payment and we and /or our partner(s) have screened the order(s) incase of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under.

Account Termination

- 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.
- Your website or Services offered to you may be suspended if we receive any complaint of any nature in respect of your website.
- Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.
- 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.

Payment Policy

- You agree to supply appropriate payment for the services received from Kulhari Technologies, in advance of the time period during which such services are provided.
- Cancellations must be done in writing via the cancellation form provided. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you that your account has been canceled. At this time, your account with us has been canceled. If you do not hear back from us or receive an e-mail confirming this cancellation, please contact us immediately.
- As a client of Kulhari Technologies, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. Kulhari Technologies provides a 7 day grace period from the time the invoice is due and when it must be paid.
- Kulhari Technologies reserves the right to change the monthly payment amount and any other charges at anytime.

Price Change Policy

- The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on our websites (www.kulhari.net, kgghosting.com, seosolution.in), and the right to increase the amount of resources given to plans at any time.

Money Back Guarantee

- We reserve the right to refund a prorated amount or no refund at all (according to service).

Obligations and Warranties

- 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.
- You agree to immediately notify us of any unauthorized use of your account or any other breach of security known to you.
- You agree that all co-ordination with regard to the request for Services between you and us shall only be done via Live-Support or by e-mail and by no other mode.

Indemnification

- You agree to indemnify, defend, and hold harmless Kulhari Technologies from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, Kulhari Technologies, or any other party or parties without limitation or exception.

Intellectual Property Infringement Policy

- 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.

Our Obligations

- 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, correctness, adequacy & completeness, and any warranties relating to non-infringement in the Service.
- We make no warranty that the Service will meet your requirements.
- We shall be not responsible or liable for the authenticity, accuracy, completeness, errors, omission, typographic errors, disruption, delay, interruption, failure, and deletion, defect of any information etc in this Service or Web site or any part thereof.
- 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.
- 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.
- 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.

Miscellaneous

- This TOS is governed by the laws of the Republic of India. You consent to the exclusive jurisdiction and venue of courts in Delhi, 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.
- 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.

Provision of Service

- Service shall be available to the customer, all the times subject to force majored conditions including but not limited to act of god, fire, strikes, embargos, war, insurrections, riots and other cause beyond the reasonable control of the company including atmospheric/topographical hindrance.
- The company may temporarily suspend whole or part of service at any time without notice, if the network fails or requires modification or maintenance.
- The company reserves the right to reject any application, for any reason without ant liability. The information provided by customer/gathered by the company shall become the company's property even if application is rejected.
- Any decision relating to space hosted by us is to be made by us and is final.

Cancellation Policy

- Account can be cancelled at any time. All cancellation requests must be submitted by emailing support@kulhari.net by the person listed as the main account contact.

Prohibited Activities

- Forging, misrepresenting, omitting or deleting message headers, return mailing information, or internet protocol addresses, to conceal or misidentify the origin of a message;
- Creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks;
- Hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- Soliciting the performance of any illegal activity, even if the activity itself is not performed;
- Harassing another or encouraging harassing behavior;
- Engaging in outright fraud or using services to engage in scams like pyramid schemes;
- Collecting personal information about others without their knowledge or consent;
- Instructing others in prohibited activities;
- Acting in any manner that might subject Kulhari Technologies to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect Kulhari Technologies public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.
- Creating fake weblog or weblogs which are intended or reasonably likely to promote the author's affiliated websites or to increase the search engine rankings of associated sites.
- Sending spam to weblog sites or automatically posting random comments or promotions for commercial services to weblogs.
- Spamming

Spamming, whether or not it overloads the Services or disrupts service to Kulhari Technologies customers, is prohibited. The term "spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial message over the Internet or maintaining an open SMTP policy. Kulhari Technologies reserves the right to determine, in its sole and absolute discretion, whether e-mail recipients were from an opt-in email list.
- Anonymous Proxies

IF YOU DO NOT AGREE TO THE RULES, YOU MUST DISCONTINUE THE REGISTRATION PROCESS, DISCONTINUE YOUR USE OF THE SERVICES, AND, IF YOU ARE ALREADY A MEMBER, CANCEL YOUR ACCOUNT.