1.) Account Setup
NitaMicrotek, will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) incase of fraud. It is your responsibility to provide us with a valid working email address which is not @ the domain(s) you are signing up under.

2.) Content
All services provided by **NITAMICROTEK** may only be used for lawful purposes. This includes, but not limited to: copyrighted material, material we judge to be threatening or obscene, pornography. The customer agrees to indemnify and hold harmless **NITAMICROTEK** from any claims resulting from the use of our services.
Examples of unacceptable material:

- IRC Bots
- Warez Sites
- Pirated Software
- Hate sites
- Hack programs and archives
- Unlawful use of Copyrighted material
- Pornography, Obscene and Nude sites of any kind
- Lottery sites
- Gambling sites

3.) Zero Tolerance Spam Policy
NITAMICROTEK takes a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double optin" will be treated as spam. Any user who sends out spam will have their account terminated without notice. Please read our Acceptable Use Policy for more details.

NITAMICROTEK reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. **NITAMICROTEK** also reserves the right to make any such modifications in an emergency at our sole discretion.

NITAMICROTEK reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is left entirely to the discretion of **NITAMICROTEK**. All rights reserved.

4.) Payment Information

You agree to supply appropriate payment for the services received from **NITAMICROTEK**, in advance of the time period during which such services are provided. You agree that until and unless you notify **NITAMICROTEK** of your desire to cancel any or all services received, those services will be billed on a recurring basis. Such information should be sent to info@nitamicrotek.com with at least one month advance notice.

NITAMICROTEK reserves the right to change the recurring payment amount and any other charges at anytime. **NITAMICROTEK** also reserves the right to change the Domain ownership information of any defaulter to ours. Additionally, **NITAMICROTEK** reserves the right to block any services of such defaulters.

5.) Backups and Data Loss

Your use of the service is at your sole risk. **NITAMICROTEK** is not responsible for files and data residing on your account unless it is specifically a feature in your hosting package. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on **NITAMICROTEK** servers.

6.) Cancellation and Refunds

NITAMICROTEK reserves the right to cancel the account at any time. Customers may cancel at any time with a month's written notice. Such notices may be sent to info@nitamicrotek.com

NITAMICROTEK gives you no refunds on any kind of services. The decision of the management shall be final and binding. We do not give any money back guarantee on any of the services. On dedicated servers, and colocation no refund will be honored. We reserve the right to refund a prorated amount or no refund at all. The management could decide to give you a credit note for any negotiated amount.

The mangement's decision shall be final and binding in this.

7.) Resource Usage

Users may not initiate the following:

a. Use 25% or more of system resources for longer then 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
b. Run any type of interactive real-time chat applications that require server resources. Remotely-hosted services are fully allowed.
c. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
d. Run any software that interfaces with an IRC (Internet Relay Chat) network.
e. Run any bit torrent
f. Run any gaming servers such as counter-strike, half-life, battlefield1492, etc

8.) Bandwidth/Space Usage

Your bandwidth allowance is not chargeable unless you use more than 1000 MB per month. Any Bandwidth usage above this is chargeable. Your hosting space is limited as

per the package that you buy. Any space overusage is chargeable. The assessment of bandwidth and space overusage is done monthly and you are required to pay any charges that the monitoring system raises. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused bandwidth in one month cannot be carried over.

9.) Price Change

The amount you pay for hosting will never increase from the date of purchase for the period of your contract. We reserve the right to change prices listed on any of our websites - refer list of websites in our sitemap and home page, and the right to increase or decrease the amount of resources given to plans at any time. Increase and decrease in prices will not affect your contract.

10.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold **NITAMICROTEK** harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against **NITAMICROTEK**, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns.

Customer agrees to defend, indemnify and hold harmless **NITAMICROTEK** against liabilities arising out of:

1. any injury to person or property caused by any products sold or otherwise distributed in connection with **NITAMICROTEK**;
2. any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
3. copyright infringement and
4. any defective products sold to customers from **NITAMICROTEK**'s server.

11.) Disclaimer

NITAMICROTEK will not be responsible for any damages your business may suffer. **NITAMICROTEK** makes no warranties of any kind, expressed or implied for services we provide. **NITAMICROTEK** disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by **NITAMICROTEK** and its providers or employees. Our liabilities are limited to your pro-rated invoice value. Credit notes and extended contract periods are the only methods in which such liabilities will be fulfilled.

12.) Reselling our Services

Shared account users can not resell web hosting to other people, unless you have a written agreement from **NITAMICROTEK**, if you wish to resell hosting you must use a reseller account or a dedicated account.

13.) Changes to the TOS

NITAMICROTEK reserves the right to revise its policies at any time without notice.

14.) Authority for contract

NITAMICROTEK assumes that the authority for contract and authority for modifications of contact information of the account is the person who owns / has access to the email address that is given as the primary contact address in our account information form. It is the customer's responsibility to ensure that this information is kept updated all the time.

For the purpose of domain registration, the registrant or administrative contacts of the domain as defined in the WHOIS details of the domain also might be taken as the appropriate authority.

15.) Assumption

NITAMICROTEK assumes that the customer using any of **NITAMICROTEK** services including that offered by the group sites, has read and understood all our legal documents including this one and agrees to them unconditionally. The customer also understands that the contents of any of these documents would be changed without prior notice to the customer and it is his / her responsibility to visit the website to keep abreast of the latest changes.

Our Mission

To provide customers with a complete solution to all their current and future web presence needs.

Our Infrasturcture

Our hosting servers are in the US. Superb Internet Corporation is our infrastructure partner. We are a Microsoft SPLA Partner. We are also a Silver Partner to Parallels, the company that sells hosting control panels like Plesk, Virtuozzo etc.