

ACCEPTABLE USE POLICY



This Acceptable Use Policy (also known as "AUP") determines your use of the Services and is incorporated by reference into Aquirex's Terms of Service. Unless otherwise stated, defined terms in this AUP have the meanings provided in the Terms of Service. Aquirex may modify this AUP at any time without notice.

The Services provided by Aquirex may only be used for lawful purposes. You agree to comply with all applicable laws, rules and regulations in connection with your use of the Services. Aquirex reserves the right to refuse service to anyone. Any material that in our judgment violates this AUP in any manner may be removed from our servers (or otherwise disabled), with or without notice. Failure to respond to an email from our abuse department within the specified time period in our email to you may result in the suspension or termination of the Services.

It is important that we (customer and Aquirex) must follow standards and terms. This document will ensure a successful business operation with a mutual understanding.

In this **Acceptable Use Policy** mentioned below, you will find the updates made on **February 15th, 2016**

[**Legal Team** – *Aquirex Technologies*]

1. RESTRICTED MATERIAL

I. UNACCEPTABLE MATERIAL ON OUR HOST INCLUDE W/O LIMITATION;

- IRC Scripts/Bots
- IRCD (servers)
- IP Scanners
- Image hosting scripts
- PHP bots, scripts ... etc
- Bruteforce apps, scripts
- File storage, mirror scripts
- Any mailing scripts, programs, lists
- Bitcoin miners
- Warez, pirated content hosting
- Audio/video streaming

II. PHONOGRAPHY NOT ALLOWED

We may disclose and transfer some of your personal data and information to certain Solution companies (for example, SSL certification authority, domain registrar, credit card processing bank or intermediary), and business partners who provide administrative, telecommunications,.

III. OTHER RESTRICTED CONTENT

To enhance the user experience on our web site, some of our web pages, its contents may use "cookies." Cookies are text files that will be placed in your computer's browser to store our we

IV. DMCA NOTICE

Aqrex.com ("Aqrex Technologies") implements the following DMCA notice. Aqrex respects the intellectual property rights of third parties, and expects others to do the same. As part of our effort to recognize the copyrights of third parties, Aqrex complies with the U.S. Digital Millennium Copyright Act ("DMCA") and is therefore protected by the limitations on liability recognized by 17 U.S.C. § 512; commonly known as the "safe harbor" provisions of the DMCA.

V. BACKUP AND DATA LOSS

From the moment you subscribe for any of Aqrex.com provided service, you then agree that your use of its Services is at your own risk, and that Aqrex is not liable for any data loss in connection with its Services. You are alone responsible for creating backups of your own Content. If, during our own routine maintenance, we do create a backup of Your Content which you later request us to restore to your account, we cannot confirm that we will be able to do so, or that Your Content will be unharmed as a result of the initial data loss or the subsequent restore procedure. To that end, we highly recommend that you establish your own routine backup procedure and that you periodically test restoring files from your backup media to ensure that you are making viable backups. Should you wish

for Aqurex to provide you with routine backup service, in addition to the Services provided under this Agreement please do Contact Us? We offer backup solutions as an add-on service to our regular Services, and all such services are provided through a separate, written agreement.

VI. UPTIME GUARANTEE

Aqurex.com may offer its clients a Service level agreement (SLA) guaranteeing availability of our Services based on certain functionalities. This will vary with the service subscribed and the SLA's that are specific for the named Services.

VII. TERMS OF SERVICE, CHANGES

Our Terms and policies are subjected to change at any time and or will become effective upon updating it on any of our web portal. Any changes to this policy will be posted, updated & sent over to make sure that our users (which is you), are acknowledged always of the way we collect and use personal data(s).

VIII. ACCEPTANCE OF TOS (Terms Of Service)

By accessing this website means, you're considered to have accepted this Privacy policy.

2. EXCESSIVE RESOURCE USAGE

Web hosting solutions provided by Aqurex come with a cost and they are shared among users. Therefore, Aqurex has built its terms In order to facilitate users and provide with a fair usage.

I. SERVICE USAGE

As a condition of your usage of the Services, you shall not use the Services (nor will you permit an end user the service) for any purpose that is unlawful or otherwise prohibited by any active internet acts. You may not use the Services (nor will you permit an end user to use the Services) in any manner that could damage, disable, overburden, or otherwise impair any of the Services offered by Aqurex.com, or any services offered by a third party, or interfere with any other party's use and enjoyment of any of our Services. You may not (nor will you permit your end users to) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may also not use any of below service (nor will you allow an end user to do so);

- a. Licensed software/services not belongs to you
- b. Pornographic or similar contents disturbing public
- c. Open-source licenses which are not allowed to resell/re-product
- d. Or any related contents... etc.

II. BILLING AND ACCOUNT SET-UP PROCEDURE

At Aqrex.com, Web hosting accounts are always shared among various and are accounted on a monthly/yearly basis. Therefore, the invoice for the subscription will be dispatched on third week of the each month and is postpaid subscription (for upcoming month). Kindly refer the refund & claim policy for general refund terms. Once the payment is processed, server will be deployed, and given to the customer with proper security in place.

A common account set-up duration is between 2 - 4 working days and it may vary depend on the additional configuration that a client may require. Otherwise, a deployment will be completed within the said working days. Based on the package option, involvement and maintenance of the server by Aqrex team is explained.

III. SERVICE SUSPENSION, TERMINATION & ACCESS RESTRICTION

Aqrex.com has no compulsion to monitor the services. Nevertheless, Aqrex reserves all the right to review contents posted to a service point and remove any contents in its sole discretion. Aqrex.com reserves the right, in its sole discretion, to terminate user's access to any or all Services and the related services or any portion thereof at any time, with or without notice, for violating this TOS. Your rights and obligations upon termination of any Service are governed by the Posting Terms of Service. Upon termination of the Service, your right to use the Service immediately ceases. Aqrex.com shall have no obligation to maintain any content termination of the Services.

Aqrex.com will further take immediate action to terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email (such as excessive RAM/CPU usage which should not exceed 28%).

IV. SHUTDOWN PROCEDURES

Aqrex.com reserves the right at any time to implement a 'notice and shut-down' procedure upon receipt of any notification of claimed infringement. Aqrex.com reserves the right at any time to disable access to, or remove any material or activity accessible on or from any site or any materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent.