VPS TERMS OF SERVICE

aqurex

These Terms of Services & Policies (the "**Agreement**") are agreements between **Aqurex Technologies ("Aqurex" or "us" or "our")** and **You ("User" or "you" or "your" or "customers")**. This pages sets forth the general terms and conditions of your use of the products and services made available by Aqurex and of the Aqurex.com website (collectively, the "Services").

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

In this General Terms & other Terms including all the sectioned mentioned below; you will find the updates made on April 10th, 2016

[**Legal Team –** Aqurex Technologies]

VPS TERMS

VPS (otherwise known as Virtual Private Server) solutions provided by Aqurex come with a cost, configuration and they differ from each subscriber according to their requirement. 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 Aqurex.com, Managed VPS's are accounted on a monthly basis. Therefore, the invoice for the subscription will be dispatched on first week of the month and is postpaid subscription. 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.

III. VPS PACKAGES, DEFINITIONS & SUPPORT LEVELS

Aqurex.com offers a variety of VPS packages, levels and support based on their applicable features listed on its official web https://aqurex.com. However, support provided will be limited and vary based on the packages that in their formal definitions below;

- a. **SELF MANAGED VPS -** are essentially the lowest pack for skilled users who are able to manage and and configure their required services whereas Aqurex will be liable to provide uninterrupted services to its customers (connectivity depends on consumer internet services). Aqurex will neither support nor held responsible for for holding backups and third-party applications that are installed within VPS.

b. **SEMI MANAGED VPS -** the mid ranged pack for average skilled users who are able to login and manage certain services whereas Aqurex will be liable to provide said support in SELF MANAGED VPS along with extensive monitoring. Aqurex will neither support nor held responsible for for holding backups and third-party applications that are installed within VPS.

c. **FULLY MANAGED VPS -** exclusive packs for beginners who does not posses knowledge of VPS services whereas Aqurex will be liable to configure, monitor, and support along with required applications installed in place. However, Aqurex's application support will be limited to certain certified repositories which can be obtained by the Aqurex engineers. Some of them being Apache, NGINX, PHP, MYSQL.. Etc. Howsoever, Aqurex will neither support nor held responsible for for holding backups and any other third-party applications that are installed within VPS.

Aqurex's support apart, consumers subscribed for VPS solutions are responsible to monitor user installed services, take necessary actions to keep them secured and stable. In any events such as unstable applications, service violations... etc found within the VPS premises, Aqurex reserves the right to suspend, terminate or take down the affected service without prior notifications. However, consumers will be notified on such incidents via email communication to take necessary action else, Aqurex reserves the right process as said in Clause IV / V.

IV. SERVICE SUSPENSION, TERMINATION & ACCESS RESTRICTION

Aqurex.com has no compulsion to monitor the services. Nevertheless, Aqurex reserves all the right to review contents posted to a service point and remove any contents in its sole discretion. Aqurex.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. Aqurex.com shall have no obligation to maintain any content termination of the Services.

Aqurex.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. VPS account may also not:

a. exceed a thirty (30) minutes load average greater than two (2) times the amount of CPU cores given
b. run public IRCd's or malicious bots
c. run any type of BitTorrent client or tracker that links to or downloads illegal content
d. use an Open/Public proxy, or utilize a proxy to access illegal/malicious content
e. use I/O intensive applications which adversely affect normal server operations

V. SHUTDOWN PROCEDURES

Aqurex.com reserves the right at any time to implement a 'notice and shut-down' procedure upon receipt of any notification of claimed infringement. Aqurex.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.

VI. EMAIL HOSTING RULES

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. HostGator is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and https://www.hostgator.com/dedicated-mailpolicy

VII. BACKUP AND DATA LOSS

Your use of this service is at your sole risk unless otherwise a support is disclosed as per the clause III. Our backup service is provided to you as a courtesy. Aqurex is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Aqurex servers. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by Aqurex.

Aqurex implements a local system wide backup depending on the VPS solutions, then uploads them to a remote backup destination defined by its engineers. Any server exceeding 41 in percentage and or 400,000 inodes, will not be backed up either to local or remote destinations. Inodes refers to each file that is stored on a server's public directory location but are not limited so system files.

VIII. UPTIME GUARANTEE

Approval of any credit is at the discretion of Aqurex dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please visit https://secure.aqurex.com to create a support ticket to our concerning department with proper justification. Dedicated and VPS servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down, which is not related to our 99.9% uptime guarantee.