

Terms & Conditions

Agreement

The terms of use below constitute a legal Agreement between you (Herein referred to as "The Customer") and Innovation IT Solutions Corp. (Herein referred to as "The Company"), legal owner of the domain name and web site mirhosting.com (Herein referred to as "The Website"), each referred to herein as a "Party" and collectively as the "Parties".

Your agreement to be bound by these terms is acknowledged by your use of the Company Services which includes, but is not limited to visiting the website, using its internal and external links for search of information, ordering any of The Company services, contacting The Company representatives, Support Services and/or any software made available to you by the Company.

Domain & Content

For us to host your website, it is necessary for you to upload your content to our servers. When you do this uploading, you are creating one or more copies of your content on our system. By purchasing hosting services from us, you acknowledge that these copies are being made, and give us the permission (a license) to maintain these copies and make them available to users of the Internet. You are solely responsible for providing all of the content and other data that make up your website.

Bandwidth Usage

The Company provides Users with bandwidth, disk space and other resources, such as e-mail, mysql databases, and/or file-transfer-protocol ("FTP") accounts, the amount of which is defined in The Company's web pages describing the package of Services purchased at the time of purchase. In some cases, The Company may not establish a specific amount of bandwidth, disk space and other resources, and refer to that as "Unlimited". In all cases, the Services are intended for normal use only, and any activity that results in excessive usage that is inconsistent with normal usage patterns is strictly prohibited. The Company reserves the right to suspend, discontinue or delete the accounts of Users whose use of disk space, bandwidth or other resources results in or presents the risk of degradation of service to other customers, regardless of the amount of disk space, bandwidth or other resources included in the User's plan. User agrees that such usage shall not exceed the amounts set by The Company for the Services purchased (the "Agreed Usage") and is additionally subject to normal usage guidelines established by The Company as in effect from time to time. User may not use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc. User also may not exceed the limit of 250,000 inodes on any shared account. Any accounts exceeding the inode limit will not be backed up. These allotments are optimized and dedicated towards serving the Content and User's active electronic mail services related solely to User's web hosting account(s) with The Company.

Hosting space is intended for normal use only, and is limited to Web files, active e-mail and content of the hosted Web sites, not for storage (whether of media, e-mails, or other data). Hosting space further may not be used as offsite storage of electronic files, electronic mail or FTP hosts. You are responsible for removing any files, e-mails or other data which do not meet these requirements, and for adhering to any usage requirements or limits allocated to your account(s). Failure to do so may result in removal and deletion of such materials (including without limitation files and e-mails), and/or in discontinuation of your services or account, which actions we may take in our sole discretion.

The Company will monitor User's use of bandwidth, disk usage and other resources. The Company, in its sole discretion, shall have the right to take any corrective action if User's utilization of bandwidth, disk usage or other resources exceeds the Agreed Usage, resource usage, or is used for other improper storage or usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, removal or deletion of User's Web site, User Content, User's electronic mail and e-mail services

and/or other materials and services or termination the User's account and of this Agreement, which actions may be taken in The Company's sole and absolute discretion.

Liability

The Company makes no warranties or representations that any Service will be uninterrupted or error-free. Customer accepts all Services provided hereunder "as is" and "as available" without warranty of any kind. All implied conditions, warranties and terms (whether express or implied by statute, common law, custom or otherwise) - excluding those relating to the exercise of reasonable care and skill, fitness for purpose and satisfactory quality (where applicable) - are hereby excluded in relation to each of the Services to be provided hereunder to the fullest extent permitted by law. The Company shall not be liable for any services or products to be supplied by any third party. The Company shall not be liable for any loss or damage of whatsoever nature suffered by Customer arising out of or in connection with any breach of this Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer. The Company is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Customer whether or not beyond those already supplied.

Third Party Product Names

The Company services are compatible with many software applications and third party products. The names of such products and/or applications, are used on The Company website with descriptive purpose only. Such names are registered trademarks of third companies, from which The Company is entirely separate and independent, unless otherwise stated.

Acceptable Usage Policy

The Company strives to maintain a high-level of service, and a lot of customers depend on our high standards of quality. As such, we will not provide services to those that are using our services for:

Hacking, which includes, for example penetrating or attempting to access, without authorization, another computer or network. Port scans, stealth scans, and fraudulent credit card "phishing" techniques are also prohibited.

Hosting of files or other data that infringes on another's copyright or other intellectual property rights.

Spamming, or sending of bulk unsolicited email. We maintain a strict policy on spamming, which includes the sending of unauthorized commercial messages by use of our services, or by maintaining an open SMTP connection. We reserve the right to refuse or terminate service based on reasonable indications that you are engaged in spamming of any sort.

Uploading or linking to any content that violates another's right of publicity or privacy.

Distributing hate speech, or any other content that is obscene, abusing, which could be considered libelous and defamatory.

Hosting, storing, or distributing adult or child pornography is strictly forbidden. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified and your account will be suspended. Hosting large amounts of data not specifically tied ("linked") to your hosting account. The Company encourages users looking for file storage/backup solutions to seek other services that specialize in this.