CORE
INFORMATICS
A Business Approach to the Infotech

ACCEPTABLE USE POLICY

CORE
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A Business Approach to the Infotech

Website: http://www.coreinformatics.net
Email:contact@coreinformatics.net
Phone: +91 79 4003 2014
Cell: +91 98791 14711 (for Sales Only)

Acceptable Use Policy

Preliminaries: M/s. Core Informatics, is a Web Presence Provider. The purpose of this Service Agreement / Service Contract "the Agreement", "AUP" "Service Contract" is to specify the terms, conditions, and obligations which a customer agrees to accept by the his, her or its conduct of using the Services of M/s. Core Informatics for the registration and renewal of the registration of a domain name, or by opening an account for any of its services with M/s. Core Informatics for such purpose.

Definitions:
As used in this Agreement, the following terms have the following meanings:

(a) "you" ,"your", customer and "Subscriber" refer to each customer, that is, each person who avails or subscribes for any of Services from M/s. Core Informatics or its websites.

(b) "we," "us," "our" refer to M/s. Core Informatics.

(c) "Services" refers to the domain services, shared hosting services, dedicated servers, or provided by us as offered through M/s. Core Informatics or its websites under the domain names such as coreinformatics.net

(d) "Account" means an account opened with Core Informatics for the registration of domain names or for hosting the websites and related services and the payment for such registrations and other services.

The Services We Provide
In exchange for the fees you pay in advance, we will host your website on one or more of our servers, so long as you abide by the terms and conditions that are set out on this page, and in any other agreements that relate to the services we may provide to you. We will provide the services according to the specifications listed for the hosting package you select during the signup process.

Permission to Host Your 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.

Personal Information
When you place an order for our services, your personal information, including your credit card information, is transmitted via the use of Secure Socket Layer (SSL) technology, the industry standard for encrypting sensitive information. We take your privacy very seriously, and as such, will not sell your personal information to third party (other than a company that may purchase Core Informatics), and will take reasonable steps to keep it from being disclosed to any third party.

Backups
We will make every attempt to retain nightly backups for the event of server failure. However, as with any data storage systems, backups can fail. We encourage you to perform your own backups on a periodic basis or sign up for our daily backup service. Because the Services permit Users to electronically transmit or upload content directly to the User Web site, User shall be fully responsible for uploading all content to the User Web site and supplementing, modifying and updating the User Web site, including all back-ups. - User is solely responsible for making back-up copies of the User Web site and User Content.

- Hosting account occupying more than 25MB in size will not be backed up onto our backup servers and in the event of server failure, will not be recoverable. Retrieving backup will be charged INR 1000 per incident extra.

- Core Informatics shall not be responsible for any damages to the User Content, the User Web site or other damages or any malfunctions or service interruptions caused by any failure of the User Content or any aspect of the User Web site.

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Backups (Continued)

- <u>Core Informatics does not maintain any additional backup copies of User Web sites or e-mail.</u> Core Informatics cannot guarantee that the contents of a Web site will never be deleted or corrupted, or that a back-up of a Web site will always be available. Users should always copy all content of a Web site to a local computer and Core Informatics strongly suggest that Users make an additional copy (on tape, CD, multiple floppies, another desktop, or elsewhere) to ensure the availability of the files.

Acceptable Use/Illegal Activity

Core Informatics 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 child pornography. If any such content is found and brought to our attention, the proper law enforcement agencies will be notified.

- Hosting large amounts of data not specifically tied ("linked") to your hosting account. Core Informatics encourages users looking for file storage/backup solutions to seek other services that specialize in this..

Content

All services provided by Core Informatics may only be used for lawful purposes. The customer agrees to indemnify and hold harmless Core Informatics from any claims resulting from the use of our services. Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. If you believe that your copyright or trademark is being infringed upon, please email abuse@coreinformatics.net with the information required.

Digital Millenium Copyright Act (DMCA)

We treat all DMCA take down notices seriously, depending on the nature of offense we will give no more than 12 hours notice for you to look into and comply with DMCA takedown request, failure to do so will result in your account or service suspension, second and subsequent offenses will require payment of at least INR 2000 administrative fee before your service be reactivated for compliance. We reserve the right to immediately terminate your service for copyright infringement violations.

IP Allocations

All IP addresses which are assigned to Customer must be justified per ARIN Guidelines at http://www.arin.net/policy/nrpm.html. If it is determined that IP addresses which have been assigned to Customer are not being used in accordance with these guidelines, they may be revoked.

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Unacceptable material on all our Servers include

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), affiliate servers, topsites, commercial audio streaming (more than one or two streams), Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited. Offering video and/or audio streaming or downloads, MP3 Files, Games and shareware is also not permitted on any Core Informatics server.

Using a shared account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account.

Zero Tolerance Spam / Bulk Email Policy

We take a zero tolerance stance against sending of unsolicited e-mail, any type of bulk emailing, mass emailing and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam or any type of bulk emails or attempted to be sent to or through any of our servers or bounced back emails more than throttling limits to any of our servers, will have their account terminated immediately without prior notice and INR 1500 as penalty will be imposed to reseller or account owner. Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated and INR 4000 as penalty will be imposed to reseller or account owner. Core Informatics reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion. Core Informatics 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 entirely at the discretion of Core Informatics.

If you send Spam or Bulk Email, your account will be closed. If a client you host in your account sends Spam or Bulk Email, your client's site will be immediately and permanently closed. If extreme cases such as you disagree to comply our policy and proceed to legal implications then your account will also be closed. We do not and will not tolerate Spam or Bulk Email. It is your responsibility to make sure your clients realize that Spam or Bulk Email is not and will not be tolerated. Spam or Bulk Email is a waste of our network and system resources, and we are completely intolerant of anybody who sends or attempts to send Spam or Bulk Email.

If a spammer or bulk email sender is putting uptime or performance at risk by flogging the email services with spam or bulk email, we have every legal right to receive payment from the spam or bulk email sender or the company represented within the spam or bulk email to cover the cost of the services rendered. This policy applies equally to Core Informatics customers and non-Core Informatics customers. Core Informatics reserves the right to block incoming email from any remote SMTP relay at any time for any reason. If a remote SMTP relay is misconfigured, spammers or bulk email sender will often exploit the remote relay to send thousands (sometimes millions. of spams. If a spammer or bulk email sender is abusing a remote SMTP relay to mail bomb domains at Core Informatics , Core Informatics will immediately block the IP of the SMTP relay that the spammer or bulk email sender is abusing. Core Informatics also subscribes to multiple RBLs (real-time blocking lists. to automatically block known open SMTP relays and known spamming relays. While this policy dramatically reduces the amount of spam or bulk email sent to Core Informatics , this may inadvertently block some legitimate email.

Resource Usage

Processes invoked by the web server, cron, shell or any other method should not exceed the following limitations:

- Consume more than 128 MB of RAM.

- Utilize in excess of 15 seconds of CPU time.

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Resource Usage (Continued)

- Number of open files should not exceed 64.

- Create core dumps.

- Number of simultaneous processes should not exceed 10.

- Execute a script/binary that forks in a way to create a fork bomb.

- Programs may not run in the background or listen on a network port. If you require a bot, service or daemon, you should consider a dedicated server, as very few shared web hosts allow this type of program.

- Simultaneous IIS/Apache connections may not exceed 50 from one individual source at any given time.

- Web processes should not fork or spawn subprocesses.

- Use 15% 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.

- Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

- Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.

- Run any software that interfaces with an IRC (Internet Relay Chat) network.

- Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on our shared servers.

- Participate in any file-sharing/peer-to-peer activities

- Run any gaming servers such as counter-strike, half-life, battlefield1942, etc

- Run cron entries with intervals of less than 60 minutes

When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.com/include.php") use include("include.php").

While our shared services are suitable for the bulk of our customers, there comes a time for some websites when they are better suited for a larger plan, which allows for more dedicated CPU and memory resources. We reserve the right, in our sole discretion, to discontinue service to any customer with a website or other hosted data that takes up more than 10% of the server resources and/or 10% of the server's CPU. This means that if your website is found to be utilizing more than 10% of the CPU and memory of the service, we reserve the right to take your site offline. If this becomes necessary, you can upgrade your hosting package. Due to the severity of this, and our ability to act quickly to correct these situations to avoid server issues, we will do everything reasonably feasible to provide you with a warning prior to taking your site offline, but we accept no obligation to do so.

Sometimes there are equipment malfunctions. At other times we undertake periodic maintenance procedures or repairs. Still other times, there are causes beyond our control like power failures, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network traffic and other occurrences. We have not promised to provide you with uninterrupted service.

Files and Directories Restrictions

Inode Limits on our Shared & Reseller Reseller Hosting
An inode is a data structure used to keep information about a file on your hosting account. The number of inodes indicates the number of files and folders you have. This includes everything on your account, emails, files, folders, anything you store on the server.

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Acceptable Use Policy (Continued)

Inode Limits on our Shared & Reseller Reseller Hosting (Continued)
The use of more than 100,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 100,000 inode limit will automatically be removed from our backup system to avoid overusage. Every file (a webpage, image file, email, etc) on your account uses up 1 inode. Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here. A directory cannot contain more than 3,000 immediate child files. This includes subdirectories themselves, but does not include files contained within those directories.

Database Restrictions
- All users are restricted to 15 concurrent MySQL connections.
- Database queries should not exceed 3,500 per hour.
- Database changes (insert/update/delete) should not exceed 1,200 queries per hour.
- Database servers should not be used as a hosted solution. Database access should only be used for the web site hosted by us.
- Remote database access is for administrative purposes only.

Email and Mailing Restrictions
- Our attachment limit is 10 MB, you are now allowed to send files in excess of 10 MB.
- The limit of of outbound mail is set to 10 recipients to maintain the server performance. You are allowed to send maximum 50/mails/hour from your domain.
- POP connections are limited to 60 per hour.
- SMTP connections (outbound email connections) are limited to 50 per hour per server account.
- Mailing lists larger than 300 will require a semi dedicated, VPS, or dedicated server from us. Dividing one list into smaller parts to get around this limit is not allowed.
- Any mailing list must be throttled so that it sends an email every 6 seconds at the very minimum. If the mailing list software you are using doesn't support throttling you must use something else. We do this as this keeps the server load from going very high and causing problems for other users. If you don't do this you will be suspended.
- We do not allow you to send to a mailing list you were given or that you bought. This is spamming and we have zero tolerance for this.
- No Direct SMTP mailing system scripts are permitted. Mail should be relayed through the local MTA.

Server Logs, Security Scan, Account Use as Backup, Reselling Restrictions
In any case, no server logs can be provided for the Shared and Reseller hosting account.
Security Scan using Exploit Scanner, Malware Scanner will be provided at additional cost.
Our servers are not allowed be used as a backup/storage system and only one cPanel/SiteAdmin backup for that same account is allowed.
Reselling is not allowed on Shared hosting plans. If reselling is desired, a reseller plan must be purchased.

Chat Applications Restrictions
All interactive chat web applications are strictly prohibited on our servers. This includes but is not limited to chat applications written in PHP, Perl, CGI, Python, Ruby, etc. in addition to IRC or IRC bots. Any web application that provides 'real-time' chat is not permitted. Shoutboxes, Chatboxes and other web based chat programs other than those specifically provided by M/s. Core Informatics are prohibited.

Adult Content Restrictions
Under no circumstance is pornography permitted, we do not allow any form of pornography, nudity, sex related content. Any adult-oriented e-commerce stores, and similar are allowed only if the content is legal in the India. M/s. Core Informatics will be the sole arbiter as to what constitutes a violation of this provision. Should you require hosting for adult oriented content, please contact a host who specializes in this hosting realm.

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Additional Restrictions
- Search Engine Optimization (SEO) farms or similar are strictly forbidden on our servers and networks. SEO farms create undue strain and resource abuse on any given server and affect all clients.
- Offering Image, File, Document and Data storage, and free hosting and email services are strictly prohibited.
- Off-site media storage is not permitted.
- Operating a public mirror site is not permitted.
- Running a proxy or anonymizer, whether publicly accessible or protected, is not permitted.
- Prime bank or bank debenture-related sites, lottery sites, muds or online RPGs, hate sites, hacker-related sites, sites promoting illegal activity, IP scanner or other hacking tools, mail bombing or spam scripts, or forums and websites that distribute or promote warez content are expressly forbidden.
- Bit torrent applications, trackers, and clients as well as any file-sharing/peer-to-peer activities are forbidden.
- The operation of gaming servers (such as but not limited to Minecraft, Counter-Strike, Half-Life, battlefield1492) are forbidden.
- Web spiders and indexers are not permitted.

The above mentioned services / web content create undue system load on our servers and should only be run in a dedicated server environment. All violations will be shut down immediately and may result in account suspension and/or termination.

Dedicated Server and Virtual Private Server Management
If the client had opted for server management services from Core Informatics then Core Informatics have an authority to curtail the root access of the server for the client. In case, client demands for root access in order to upload any applications or tamper with the server then Core Informatics will not be responsible for any mishappenings/server failure. The client will be solely responsible for the mishappenings and Core Informatics will not be liable for any support in order to restore the server to its previous state. Core Informatics Support team may ask for the appropriate amount, to be paid by client, in order to restore the server (only if the backup is available). Third party script installation is at client own risk. Core Informatics will not be responsible for any data loss/ security issues that occur due to the third-party software that client install at their end or get them installed by Core Informatics team.

Reseller Hosting
Core Informatics will not entertain reseller's clients' queries, if resellers want their end users to be entertained by Core Informatics then there's a separate fee to be paid by reseller which can be obtained with the Sales team of Core Informatics upon request.

Security Policy
You are responsible for any misuse of your account, even if the inappropriate activity was committed by a family member, guest, friend, or your employee. Therefore, you must take proper steps to ensure that others do not gain unauthorized access to your account. In addition, you may not use your account to breach security of another account or try to gain unauthorized access to another network or server. Your password grants access to your account. It is your responsibility to keep your password secure. Sharing your account access and passwords with unauthorized users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use. You must adopt adequate security measures to prevent or minimize unauthorized use of your account. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service. You may not attempt to circumvent user authentication or security of any host, account or network. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, however are not limited to cracking tools, password guessing programs or network probing tools. You may not attempt to interfere with service to any host, user or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, attempts to "crash" a host and deliberate attempts to overload a service. Users who violate network or systems security may incur civil or criminal civil liability.

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Core Informatics will cooperate fully with investigations of violations of network or system security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Network Performance Policy

Core Informatics accounts operate on shared resources. Excessive use/abuse of these shared network resources by one customer may have a negative impact on all other subscribers or customers. Misuse of network resources in a manner which impairs network performance is prohibited by this policy and may result in termination of your account.

Core Informatics cannot and will not be held liable for any problem incurred while hosting with Core Informatics. By hosting with Core Informatics , you assume any and all risk for possible downtime and other server/connection related problems. If you are not willing to assume this risk, you should not host with Core Informatics . While Core Informatics makes every possible attempt to maintain the highest possible level of uptime, Core Informatics will not under any circumstances make any expressed or implied guarantee for any specific level of uptime.

Google Apps and 3rd Party Services Integration

Core Informatics offers setup and integration services for Google Apps, Google Webmaster Tools, Google Analytics, WebsiteDefender.com, Statcounter.com etc. These services are not part of package / plan Core Informatics offers to its customers. Core Informatics can not and will not be held liable for any problem incurred while using any of this services on our servers. Your use of these services is at your sole risk.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE CORE INFORMATICS SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

Support Boundaries

Core Informatics, provides technical support to our subscribers at all times. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Core Informatics provides support related to your server or virtual site physical functioning. Core Informatics does not offer tech support for application specific issues such as asp/asp.net/cgi/python/or any other programming, html or any other such issue. We only provide support on the softwares we installed during the server setup and provided by us, the support for the same is subject to the support policy of the principle software developers. Core Informatics does not provide technical support for YOUR customers. If you can email, we encourage you to email support@coreinformatics.net for assistance.

Harassment and Abuse

Core Informatics does not tolerate abuse of any kind towards its staffs. This includes all verbal harassment, yelling, swearing, rudeness, threats, and any intentionally disruptive behavior directed at Core Informatics or any of it's staff or agents. Client agrees to engage us in a professional manner whether in email, helpdesk tickets, live chat, forums, or on the telephone. Any abuse will be construed as a violation of this Terms of Service agreement. No refunds will be provided for any service termination which arises as a result of a violation of this clause.

Account or Server Cancellation

All requests for canceling accounts must be made in writing with at least 7 days prior written notice (or Helpdesk ticket submission) and sent to Core Informatics helpdesk at support@coreinformatics.net from your registered email id used while ordering the same service for which cancellation is being made. Account cancellations from any other email id would not be accepted and continued to be billed.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company.

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Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

Force Majeure
You agree that Core Informatics is not responsible for any damages, delays, or other failures to fulfill its obligations hereunder as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of materials or equipment from suppliers, failures or blackouts, labor disputes, and/or other occurrences beyond its control whether or not similar to those listed above. Assignment Neither this AUP nor any of the rights, interests or obligations hereunder may be assigned by the Customer (whether by operation of law or otherwise) without the prior written consent of Core Informatics. Core Informatics may assign this AUP without the consent of Customer. Subject to the foregoing, this AUP shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

When the Services Will be Available
We will attempt to provide the services 24 hours a day, 7 days a week for as long as you have paid for them. Sometimes, however, for a number of reasons, the services may be unavailable to you. You must recognize and acknowledge that due to the nature of web hosting technology, occasional unavailability of the services cannot be avoided.

These Acceptable Use Policy May Change
Due to our evolving business, and the changing nature of the web hosting industry, these acceptable use policy may change. We will post the changes here, and your continued use of the service means you accept the changes we have made.

Copyright Infringement Information
In accordance with the Copyright Act, we have adopted a policy to suspend or terminate the accounts of website owners found to be in violation of copyright. We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent (identified below) the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site; your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our agent for notice of claims of copyright infringement can be reached as follows: By mail:

Core Informatics,
Suite No. 21, B - Block, Sonal Complex,
Opp. Sanjivani Hospital, Nr. Vastrapur Lake,
Vastrapur-Bodakdev, Ahmedabad: 380015.
Gujarat, INDIA.
By Phone: +91 987 911 4711.
By Mail: contact@coreinformatics.net

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Acceptable Use Policy (Continued)

Indemnification
If Core Informatics is sued or threatened with a lawsuit from a third party because of something you do with the services, or as an affiliate you agree to pick up the tab if Core Informatics is found liable or pays to settle the dispute. In legal terms, this is called "indemnification." Not only do you agree to reimburse Core Informatics for what it pays to satisfy a judgment or settle a case, you also agree to pay Core Informatics's reasonable attorney's fees and all other costs Core Informatics incurs in defending itself.

Disclaimer of Warranties
You may have noticed that up to this point these terms of service have been kind of easy to read and understand. But our lawyers tell us that this section, dealing in the disclaimer of warranties, has to retain its legalese style. Sorry about that. Core Informatics.

EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CORE INFORMATICS MAKES NO WARRANTY THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. CORE INFORMATICS DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to you.

Limitation of Liability
Here is another section that has to retain its legalese. Simply stated, what this section is saying is that if something goes wrong, Core Informatics cannot be held liable for it. IN NO EVENT SHALL CORE INFORMATICS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES, YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF CORE INFORMATICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states may not allow such a broad exclusion or limitation on liability for damages as contained in these terms of services. In those states, our liability is limited to the full extent permitted by law. You agree that in no event shall our maximum aggregate liability exceed the total amount paid by you for the services in dispute purchased from us, or, in the event of liability of Core Informatics due to your enrollment in the affiliate program,

Choice of Law
Any disputes regarding these terms of payment will be litigated in Ahmedabad, Gujarat, INDIA. These terms shall be construed under the laws of the State of Gujarat, INDIA.

By using Core Informatics, you agree to the above all terms of service.