

REFUSAL OR DISCONTINUANCE OF SERVICE

Ignite Creation reserves the right to refuse or discontinue service to anyone at Ignite Creation's sole discretion after giving a notice of 15 days. Ignite Creation may deny you access to all or part of the service without notice if you engage in any conduct or activities that Ignite Creation in its sole discretion believes violates any of the terms and conditions in this agreement. Ignite Creation shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Ignite Creation has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Ignite Creation reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

NO WARRANTIES

Ignite Creation makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given Ignite Creation or its employees shall create a warranty. Ignite Creation provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Ignite Creation be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Ignite Creation service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Server Space provided by Ignite Creation that such information becomes available to all Internet users and that Ignite Creation has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Server Space provided by Ignite Creation and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Ignite Creation or on the Internet generally.

IDENTIFICATION INFORMATION

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply Ignite Creation with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which you are authorized for, and impairing the availability, reliability, or quality of service for other Subscriber. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree

to follow the Acceptable Use Policy of any network or service you connect to. You agree to adhere to system policies as published online by Ignite Creation , including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at Ignite Creation You agree to abide by any and all future Ignite Creation policy decisions.

SECURITY

You agree that the security of your account is solely your own responsibility. Customer understands that Internet and other various networking communication medium are not secure, unless explicitly specified as such, and may be subjected to interception or loss Ignite Creation makes no warranties of any kind, either express, implied or statutory concerning the data or information available through the Ignite Creation network. In no event will Ignite Creation be liable to the customer for any indirect, incidental or consequential damages arising out of the services or any products provided under this agreement, even if the company has been advised of the possibility of such damages.

You further agree that if you believe the security of your account has been compromised in any way, you will notify Ignite Creation immediately by telephone at +91 (33) 22102321. and in writing by registered mail return receipt requested to Ignite Creation, 305 Mukti Chamber, 4A Clive row, Kolkata, West Bengal, India - 700001. You shall be held fully responsible for any misuse or compromise to your account for which Ignite Creation is not properly notified. You agree that if any security violations are believed to have occurred in association with your account, Ignite Creation has the right to suspend access to the account pending an investigation and resolution. You also agree that Ignite Creation has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

BACKUP OF DATA

Your use of the service is at your sole risk. Ignite Creation is not responsible for files and 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 Server Space provided by Ignite Creation, unless otherwise specified depending on the account type.

CONFIDENTIAL INFORMATION

Nondisclosure of Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Ignite Creation's Technology, Customer Technology, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

Exceptions:

Information will not be deemed Confidential Information hereunder if such information:

(i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;

(ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party;

(iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or

(iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

PAYMENT

You agree to supply appropriate payment for the services received from Ignite Creation in advance of the time period during which such services are provided or as per the payment terms of the service opted for, whichever is applicable. You agree that all setup fees are non-refundable once setup is completed.

All payments have to be drawn in favour of Ignite Creation, payable at the location of the office of Ignite Creation from where the service is bought. Ignite Creation shall not be responsible for payments drawn in any other name or location.

Payments are accepted only in the form of crossed Demand Drafts, Cheques or thru Credit Cards.

Charges for all services are payable prior to the beginning of each service period. Failure to pay in no way relieves the Clients obligations to make full payment.

Ignite Creation retains full rights to charge for or alter specifications or discontinue any of the services/ features offered under the various schemes at any time, without any prior notice.

It shall be our endeavor to set-up the server within 3 working days of the receipt of completed form along with the payment (realization). If however, there is a delay for any unforeseen circumstances, the clients are requested to kindly bear with us. Additional or customized services are available at extra cost as applicable and mentioned in the hosting scheme.

You accept that your account may be temporarily or permanently suspended without any prior notice or information to you in any event of non payment from your side for any of Ignite Creation services

PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with Ignite Creation or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

JURISDICTION

The laws of the Republic of India shall govern this agreement
In any event of dispute the area of Jurisdiction would be Kolkata only.

ACKNOWLEDGEMENT

By placing, hiring and continuing to maintain or place information at Server Space provided by Ignite Creation you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

