Acceptable Use Policy (AUP)

This Mirackle Solutions Acceptable Use Policy ("AUP") describes the proper kinds of conduct and prohibited use of Mirackle Solutions's hosting services (the "Services"). This AUP is not exhaustive and Mirackle Solutions reserves the right to modify this AUP at any time, effective upon posting of the modified AUP at http://www.mirackle.com . By registering for and using the Services, and thereby accepting the terms and conditions of this AUP, you agree to abide by these conditions as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as Mirackle Solutions deems appropriate.

Server Abuse
Any attempt to undermine or cause harm to a server, or customer, of Mirackle Solutions is strictly prohibited.

Unauthorized use of other people's accounts or computers Mirackle Solutions will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.Any unauthorized use of accounts or computers by a Mirackle Solutions customer, whether or not the attacked account or computer belongs to Mirackle Solutions, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

IMPORTANT NOTE – Mirackle Solutions has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds or fees paid will be made if account termination is due to violation of the terms outlined below.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailing, newsgroup spamming, child pornography, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by Mirackle Solutions to be unacceptable use of Mirackle Solution's services including abuse of server resources.

All hosting accounts may be terminated that include the following content or which have links to the following content:

- You may not publish or transmit via Mirackle Solution's service any content that Mirackle Solutions reasonably believes:
- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, Escort services, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Mirackle Solutions; or
- is otherwise malicious, fraudulent, or may result in retaliation against Mirackle solutions by offended viewers.
- provides downloads of cracked software, serial numbers of software, warez or provides links to websites providing downloads of the same.
- Topsites
- Image Hosting Scripts
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services
- File Dump/Mirror Scripts
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Scheme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Lottery/Gambling Sites
- MUDs/RPGs/PBBGs
- Hacker focused sites/archives/programs
- Broadcast or Streaming of Live Sporting Events

CGI Scripts

Each shared Linux web hosting account comes with its own cgi-bin, in which you are free to use any* CGI scripts you wish.

*See the Server Resource Abuse section.

Child Pornography

Our policy on child pornography is zero tolerance. Mirackle solutions will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for the actions of their clients over the Mirackle solutions network, and will be liable for illegal material posted by their clients.

According to the Child Protection Act, child pornography includes photographs, films, video or any other type of visual presentation that shows a person who is or is depicted as being under the age of eighteen years and is engaged in or is depicted as engaged in explicit sexual activity, or the dominant characteristic of which is the depiction, for a sexual purpose, of a sexual organ or the anal region of a person under the age of eighteen years or any written material or visual representation that advocates or counsels sexual activity with a person under the age of eighteen years.

Violations of the Child Protection Act may be reported to the U.S. Customs Agency at 1-800-BEALERT

Chat Rooms

We do not allow clients to install their own chat rooms within a shared hosting account, without approving it with the Mirackle solutions Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option.

Background Running Programs

We don't allow programs to run continually in the background. Some background programs are CPU and memory intensive and hence we don't allow them to run on a shared hosting server. If your application needs some background program(s) to run, we may suggest you a dedicated server or a VPS.

IRC

We do not allow IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

Proxy

Web proxy scripts are prohibited. This includes any script, such as nph-proxy, that allows anyone to browse to a third party web site from any server in the MIRACKLE SOLUTIONS network or that otherwise masks the true origination point of browsing activities by use of network information associated with Mirackle solutions. Such scripts will be deleted when found. Repeated violations will result in account suspension or termination.

Software Downloads
We don't allow any software to be stored in your website for downloads. The webspace for the website contains space allotted for storing the website related content like HTML, ASP/ASP.NET/PHP/JSP/Perl scripts, GIF, Jpeg and Png Images, SWF files, SQL database, MySQL Database and MS Access Database files. Allowing software (third-party or own) to be downloaded from the website is strictly prohibited as it consumes lot of unnecessary bandwidth and thus hogs the performance of the server. Violation of this rule may result in immediate suspension or termination of services without prior notification. Files with extensions like .exe and .msi are treated as software downloads and are not allowed on shared hosting. Violation of this rule may result in immediate suspension or termination of services without prior notification.
Audio/Video Streaming

We don't allow Audio/Video streaming on our shared hosting servers as it hogs the CPU and bandwidth. Mirackle Solutions reserves the rights to terminate any account found to contain file streaming such as audio, radio and video streams (AVI, MPG, MPEG, MOV, MP3, PODCASTS, etc.) This violated occurrence will be notified by our content auditing team and you will be given 3 days to backup your files. Should the problem persisted within the allotted time period, the files will be deleted. We recommend Flexi Cloud servers or dedicated servers for Audio/Video Streaming. You can, however, run flv videos on your website, the size of the flv video not exceeding 5 MB.

Excessive Use/Overages

You will not exceed the bandwidth, storage and E-mail usage limits outlined by your particular web hosting package. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes/gigabytes per month, Mirackle solutions may, in its sole discretion, assess you with additional charges. If Mirackle Solutions elects to take any corrective action, Mirackle Solutions will not refund any unused pre-paid fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular web hosting package specifications and resultant charges. Bandwidth overages are currently billed at $12/GB/month or Rs. 500/GB/month. For Disk space overages, you will have to upgrade the package to the next available plan.

Heavy Database Size

Mirackle Solutions allows not more than allotted space for SQL Database, on shared hosting and suggests hosting of larger database on either Application Hosting or Dedicated Server. Mirackle Solutions reserves the right to deny support for issues arising out of transactions on large databases.

INODES

The use of more than 250,000 inodes on any Linux shared hosting account or more than 250,000 files/folders in Windows shared hosting account may potentially result in a warning first and if no action is taken future suspension. Accounts found to be exceeding the 100,000 inode/files limit will automatically be removed from our backup system to avoid over-usage; however databases will still be backed up. Every file (a webpage, image file, email, etc.) on your account uses up one 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. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. 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.

Bulk Emailing

Sending Bulk emails from shared hosting accounts is strictly prohibited. You cannot send more than 500 emails per domain per hour and more than 100 emails per user per hour. Violation of the email policy may result into suspension of the domain.

Unlimited Defined

- A website cannot use more than 25% of CPU. Users are supposed to optimize their websites/web applications so that the system resources are not used more than the limit allowed. In Windows Shared hosting server, once the application reaches the 25% CPU limit, the application pool will be recycled.
- A website cannot use more than 256 MB Physical Memory. Users are supposed to optimize their websites/web applications so that the system resources are not used more than the limit allowed. For Reseller hosting packages, the physical memory limit per application is 100 MB.
- User cannot run MySQL or MS SQL Queries for more than 15 seconds. The MySQL/MS SQL tables should be properly optimized.
- Each database user is limited to maximum 25 concurrent connections.
- Each mailbox is assigned maximum 1 GB space and each mail domain is assigned maximum 5 GB space.

- The hosting space cannot be used to store personal backups and should contain only the files related to the website, the emails and the databases.
- Mirackle solutions does not allow hosting of any third party software on shared hosting servers. DLLs can be allowed after complete verification of the documentation. In case of a custom DLL, Mirackle solutions will need the source code of the DLL before allowing the DLL to be registered on the server. DLL files created by compiling asp.net program are excluded from this restriction. Registering of DLL for first time is free, subsequent re-registration of DLL will be charged at Rs. 500/- plus service tax.
- Mirackle solutions does not allow running of any p2p or torrent software on its shared hosting server.

No support for custom/third party scripts/services

Mirackle Solutions provides technical support assistance that encompasses our area of expertise only. It includes assistance, troubleshooting, and debugging of our control panel interfaces like Cpanel, servers within our immediate responsibility, and any other hosting related issues.

However, Mirackle Solutions is not obligated to help YOU in the installations of new application modules, templates and/or programming languages, and in providing assistance for any errors produced by any applications modified by YOU previously. We only provide assistance in ensuring any free applications installed through Fantastico in the Cpanel control panel interface are installed as directed.

In rare cases, Mirackle Solutions may offer assistance to debug the code of the customer's application to resolve an issue and will be subject to an agreement signed by the customer allowing Mirackle Solutions's Developers to open the code. Mirackle Solutions will not directly modify any code, but will give suggestions to the customer to change the code appropriately. Mirackle Solutions is not liable for any loss of functionality arising in the application due to the modification of the code. Mirackle Solutions charges Rs.2500/- or $50/- per hour for debugging the customer's application.

Mirackle Solutions also do not provide any third party technical support assistance for any Resellers' immediate customers. Customers of the Reseller should contact the Reseller directly.

Data Backup

Mirackle Solutions takes regular daily backups of all the websites and databases on all the shared hosting servers for internal purpose so that in case of a disaster, the data can be restored from the backup. However, Mirackle Solutions assumes that its customers maintain a local copy of their website data and databases and update them from time to time. Mirackle Solutions cannot be held responsible for non-availability of the backup or the exact files from the backup. Mirackle Solutions cannot be held responsible for the failure of the backup. Mirackle solutions can provide backup to the customers on demand with an additional charge of Rs. 1,000/- plus service tax.

No-Spam Policy

We are Zero-Tolerant towards spamming and don't allow any kind of spamming activity from our servers or network. A spam complaint will first result in a warning of 24 hours and failure to take action against the spamming will result in the suspension of account. Mirackle Solutions reserves the right to permanently terminate hosting of a domain without notice due to repeated spam complaints and there will be no refund on such termination. Hosting of Spamvertised websites will result into immediate termination with/without notice.

IP Address Overlap

Mirackle Solutions administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by Mirackle Solutions staff. Any server found using IPs which were not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

Material and Product Requirements

You must ensure that all material and data placed on Mirackle Solutions's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by Mirackle Solutions. Mirackle Solutions will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", Mirackle Solutions may reject this material. Mirackle Solutions will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy Mirackle Solutions's requirements. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. Mirackle Solutions does not provide this knowledge or customer support outside of the Services.

Intellectual Property Rights

Material accessible to you through Mirackle Solutions's services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use Mirackle solutions or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Mirackle Solutions network. If you use a domain name in connection with Mirackle Solutions or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

Customers may not use the Mirackle Solutions network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. Mirackle Solutions will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Mirackle solutions will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Mirackle Solutions or any of its other customers.

Electronic Commerce

You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libellous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from.

You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

Static / Dynamic Content Caching

You expressly (i) grant to Mirackle Solutions a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by Mirackle solutions under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

IP Address Ownership

Mirackle Solutions shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by Mirackle Solutions and Mirackle Solutions reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Lawful Purpose

Mirackle Solutions reserves the right to refuse service to anyone. Customers may only use Mirackle solutions server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Mirackle solutions management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in Mumbai, India, and any dispute will be litigated or arbitrated in Mumbai, India. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in Mumbai Courts. IN NO EVENT SHALL MIRACKLE SOLUTIONS'S MAXIMUM LIABILITY EXCEED FIVE HUNDRED ($500.00) DOLLARS.

Payment Policies

All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts and major account changes and are non-refundable. All pricing is guaranteed for the term of pre-payment. Mirackle Solutions reserves the right to change prices at any time, unless other terms have been agreed upon. Credit card accounts are subject to login deactivation upon the card declining for charges within 48 hours of email notification. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to complete account deactivation. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Mirackle solutions via email at billing@mirackle.com to request for termination of services. Mirackle Solutions will bill each client Rs.250/- to Rs.500/- per returned check depending on the bank. All Mirackle solutions accounts are setup on anniversary billing cycles. Your particular billing cycle corresponds to the contract length that was initially chosen at setup. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Mirackle solutions) shall be paid by Customer. Mirackle Solutions accepts paper checks from customers for payment of web hosting services and fees associated with your account.

Cancellation

Mirackle Solutions reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by Mirackle solutions if Mirackle Solutions institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

Cancellation refunds will be made by company check or issued back to your credit card within 30 days of receipt of cancellation. Cancellations are processed only from 9:30 a.m. – 6:30 p.m. IST on Monday-Saturday. No cancellations are processed on holidays or weekends.

Liability and Obligations on Cancellation

If the Agreement expires or is cancelled for any reason, Mirackle Solutions is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, Mirackle Solutions will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to Mirackle Solutions under this Agreement.

Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD MIRACKLE SOLUTIONS HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST MIRACKLE SOLUTIONS, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CUSTOMER, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS MIRACKLE SOLUTIONS AGAINST LIABILITIES ARISING OUT OF;

- ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH MIRACKLE SOLUTIONS'S SERVER;
- ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY;
- COPYRIGHT INFRINGEMENT AND
- ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM MIRACKLE SOLUTIONS'S SERVER.

Disclaimer

MIRACKLE SOLUTIONS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. MIRACKLE SOLUTIONS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. MIRACKLE SOLUTIONS DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY MIRACKLE SOLUTIONS AND ITS EMPLOYEES. MIRACKLE SOLUTIONS RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.

ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF MIRACKLE SOLUTIONS MUST ADHERE TO THE ABOVE POLICIES.

FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

Mirackle Solutions

501, Lotus Pride, 5th Floor,

V. P. Road, Nr. Old Railway Crossing,

Vile Parle (W), Mumbai - 400056

Email : business@mirackle.com