

Terms & Conditions

The following Terms and Conditions of use govern and circumscribe your use of the websites and the Hosting Security Services of Admin-Ahead Server Technologies, ("ADMIN-AHEAD").

1. The understanding you share with ADMIN-AHEAD.

1.1 Your use of ADMIN-AHEAD's websites and Hosting Security Services (referred to collectively as the "Hosting Security Services" in this document) is subject to the terms of a legal agreement between you and ADMIN-AHEAD.

1.2 Your agreement with ADMIN-AHEAD includes the terms and conditions set out in this document (the "Universal Terms"), as well as other terms that may be set out in notices in connection with your use of specific Hosting Security Services offered by ADMIN-AHEAD ("Additional Terms"). Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service. The Universal Terms and/or the Additional Terms are sometimes referred to herein simply as the "Terms."

1.3 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Acceptance of the Terms

2.1 In order to use the Hosting Security Services, you must first agree to the Terms. You can do so by:

(a) By a signed document or with a formal email acknowledging that you agree to the Terms, where this option is made available to you by ADMIN-AHEAD through the control panel you have with us, that can be accessed when you register with us; or

(b) By actually using the Hosting Security Services, in which case ADMIN-AHEAD will treat your use of its Hosting Security Services as acceptance of the Terms.

2.2 You may not use the Hosting Security Services and may not accept the Terms if

(a) You are not of legal age to form a binding contract, or

(b) You are a person barred from receiving the Hosting Security Services under the laws of any applicable jurisdiction.

3. Termination of Use of Hosting Security Services

You acknowledge and agree that ADMIN-AHEAD may stop providing any Service (or any features within any Hosting Security Services) to you at ADMIN-AHEAD's sole discretion, without prior notice to you. Likewise, you may stop using the Hosting Security Services at any time.

4. Use of the Hosting Security Services by You

4.1 In order to access certain Hosting Security Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for such a service, or as part of your continued use of the Hosting Security Services. You agree that any registration information you give to ADMIN-AHEAD will always be accurate, correct and up to date.

4.2 You agree to use the Hosting Security Services only for purposes that (a) are permitted by the Terms and (b) are not prohibited by any applicable law.

4.3 You agree not to access (or attempt to access) any of the Hosting Security Services by any means other than through the interface that is provided by ADMIN-AHEAD.

4.4 You agree that you will not engage in any activity that interferes with or disrupts the Hosting Security Services (or the servers and networks that are connected to such Hosting Security Services).

4.4 Unless you have been specifically permitted to do so in a separate agreement with ADMIN-AHEAD, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Hosting Security Services for any purpose.

5. Account Security

5.1 You agree and understand that you are responsible for maintaining the confidentiality of any user names and passwords associated with any account/control panels you use to access any Service.

5.2 Accordingly, you agree that you shall be responsible to ADMIN-AHEAD for all activities that occur under your account or user identity.

5.3 If you become aware of any unauthorized use of your user identity or your account, you agree to notify ADMIN-AHEAD immediately at support@admin-ahead.com.

6. Content in the Hosting Security Services

6.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) that you may have access to as part of or through your use of the Hosting Security Services are the

sole responsibility of the person from which such content originated, whether ADMIN-AHEAD or some other party. All such information is referred to below as the "Content."

6.2 You should be aware that Content presented to you as part of the Hosting Security Services, including advertisements and sponsored Content, may be protected by intellectual property rights that are owned by the persons who provide that Content. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by ADMIN-AHEAD or by the owners of that Content, in a separate agreement.

7. Proprietary rights

7.1 You acknowledge and agree that ADMIN-AHEAD (or ADMIN-AHEAD's licensors) own all legal right, title and interest in and to the Hosting Security Services. You further acknowledge that media whereby you may use such Hosting Security Services may contain information that is designated confidential by ADMIN-AHEAD and that you shall not disclose such information without ADMIN-AHEAD's prior written consent.

7.2 Unless you have received the prior, written permission of ADMIN-AHEAD, nothing in the Terms gives you a right to use any of ADMIN-AHEAD's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

7.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the ADMIN-AHEAD website.

8. Ending Your Agreement with ADMIN-AHEAD

8.1 The Terms will continue to bind you and ADMIN-AHEAD until terminated by either party by written notice to the other party.

8.2 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and ADMIN-AHEAD have benefited from or been subject to under the Terms through such date, or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 16.5 shall continue to apply to such rights, obligations and liabilities indefinitely.

8.3 Nothing in this Section 10 shall limit ADMIN-AHEAD's rights regarding termination of Hosting Security Services under Section 4 above.

10. EXCLUSION OF WARRANTIES

10.1 YOU EXPLICITLY UNDERSTAND AND AGREE THAT YOUR USE OF THE HOSTING SECURITY SERVICES IS AT YOUR SOLE RISK AND THAT THE HOSTING SECURITY SERVICES ARE PROVIDED "AT ITS BEST EFFECTIVE" AND "AS AVAILABLE."

10.2 IN PARTICULAR, ADMIN-AHEAD AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATION OR WARRANTY TO YOU THAT:

- (a) YOUR USE OF THE HOSTING SECURITY SERVICES WILL MAKE YOUR SERVER ABSOLUTE 100% IMMUNE TO ALL TYPES OF VULNERABILITIES, ATTACKS AND EXPLOITS.
- (b) YOUR USE OF THE HOSTING SECURITY SERVICES WILL BE FREE FROM ALL CHANCES OF ERROR AND ONCE DONE, WILL CONTINUE TO KEEP YOUR SERVER SECURE.
- (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE HOSTING SECURITY SERVICES WILL BE THE MOST ACCURATE OR RELIABLE TO REFER AT ALL TIMES, OR
- (d) THAT ALL TYPES OF CHALLENGES IN THE PROCEEDINGS OF THE SERVICE GIVEN TO YOU AS PART OF THE HOSTING SECURITY SERVICES WILL BE COMPLETELY OUR RESPONSIBILITY AND WILL BE TAKEN CARE OF BY US.

10.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE HOSTING SECURITY SERVICES SHALL BE DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ADMIN-AHEAD OR THROUGH OR FROM ITS HOSTING SECURITY SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

10.4 ADMIN-AHEAD FURTHER EXPLICITLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPLICIT OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 FURTHER, YOU CLEARLY UNDERSTAND AND AGREE THAT ADMIN-AHEAD AND ITS AFFILIATES AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXTRA ORDINARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT

(WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR HOSTING SECURITY SERVICES, OR OTHER INTANGIBLE LOSS;

(b) ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(i) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING OR THIRD-PARTY CONTENT, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY WHOSE ADVERTISING OR CONTENT APPEARS ON THE ADMIN-AHEAD WEBSITE;

(ii) ANY CHANGES THAT ADMIN-AHEAD MAY MAKE TO THE HOSTING SECURITY SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE HOSTING SECURITY SERVICES (OR ANY FEATURES WITHIN THE HOSTING SECURITY SERVICES);

(iii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE HOSTING SECURITY SERVICES;

(iv) YOUR FAILURE TO PROVIDE ADMIN-AHEAD WITH ACCURATE ACCOUNT INFORMATION;

(v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR

(vi) MISUSE BY A THIRD PARTY OF DATA INPUT BY ANY PERSON OTHER THAN ADMIN-AHEAD, EXCEPT IN THE EVENT AND TO THE EXTENT THAT SUCH LOSS IS ATTRIBUTABLE TO A FAILURE BY ADMIN-AHEAD TO OBSERVE ITS PRIVACY POLICY, AS THEN IN EFFECT.

11.2 THE LIMITATIONS ON ADMIN-AHEAD'S LIABILITY TO YOU IN PARAGRAPH 11.1 ABOVE SHALL APPLY, WHETHER OR NOT ADMIN-AHEAD HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12. Indemnification

You agree to indemnify and hold harmless ADMIN-AHEAD, IT'S PARTNERS and its affiliates from any losses (including attorneys' fees and disbursements) resulting from a claim by any third party that arises from or in connection with

(a) Your breach of the Terms, or

(b) Actual or alleged acts or omissions by you.

13. Advertisements

ADMIN-AHEAD's website may display advertisements and promotions. In consideration for ADMIN-AHEAD's granting you access to and use of the Hosting Security Services, you agree to the placement of such materials by ADMIN-AHEAD.

14. External Content

14.1 ADMIN-AHEAD's website may include hyperlinks to other websites or content or resources. You understand that ADMIN-AHEAD may have no control over any websites or resources that are provided by companies or persons other than ADMIN-AHEAD.

14.2 You acknowledge and agree that ADMIN-AHEAD is not responsible for the availability of any such external sites or resources, and does not endorse any content, advertising, products or other materials on or available from such websites or resources.

14.3 You acknowledge and agree that ADMIN-AHEAD is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any content, advertising, products or other materials on, or available from, such websites or resources.

15. Changes to the Terms

15.1 ADMIN-AHEAD may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, ADMIN-AHEAD will make a copy of the Terms, so revised, available at its website.

15.2 You understand and agree that if you use any of the Hosting Security Services after the date on which the Universal Terms or Additional Terms have changed, your use shall be deemed to constitute acceptance of the updated Universal Terms or Additional Terms.

16. Miscellaneous

16.1 The Terms constitute the whole legal agreement between you and ADMIN-AHEAD regarding the use of the Hosting Security Services, completely replacing any prior agreements between you and ADMIN-AHEAD as to such matters.

16.2 You agree that ADMIN-AHEAD may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the ADMIN-AHEAD website.

16.3 You agree that, if ADMIN-AHEAD does not exercise or enforce any legal right or remedy that the Terms provide for (or that ADMIN-AHEAD has the benefit of under any applicable law), such inaction shall not constitute a waiver of any of ADMIN-AHEAD's rights.

16.4 If any court of law, having the jurisdiction to decide on such matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

16.4 You acknowledge and agree that any business entity that is an affiliate of Admin-Ahead Server Technologies. (its parent, subsidiary or company under common control) shall be a third-party beneficiary to the Terms and that such other company shall be entitled to directly enforce, and rely upon, any provision of the Terms that could confer a benefit on such company. Other than this, no other person or company shall be a third-party beneficiary to the Terms.

DISCLAIMER

This site is meant to be used by persons and organizations on an invitation-only basis. The content on this site, including domain names, trademarks, monetization partners, and other information, is provided by Admin-Ahead Server Technologies otherwise known as BrookWin Technology Solutions and its third party content providers for your personal information only, and is not intended to be relied upon for any action or decision. This information is gathered through automated means and is subject to change. Content on this site is not appropriate for the purposes of making a determination to pursue legal claims regarding a particular domain or making any determination on whether a particular domain is confusingly similar to a registered trademark. Nor does this site provide any form of advice amounting to legal advice, or make any recommendations regarding particular domains and whether they may violate any rule or regulation. Such a determination is complex and should be made with the advice of competent legal counsel.

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WEB APPLICATION SECURITY

You agree that you are giving us access to all files and permissions to edit these files or databases as per the requirement of the hardening procedures that we have to undertake. These logins and the access allowed for our IP must be active and available until the corresponding ticket for the service/case is closed. If changes are made it must be notified to us for speedy proceeding. You understand that the password must be reset once the case is closed.

The features of the services are mentioned in the product page. These are continuously updated and proven to be effective but you understand that this is never a guarantee for your website to be 100% immune to all attacks.

You understand that our services ensure security against exploits and attacks that are circumscribed by the features listed on the product page, anything beyond that or any attack that is outside of these features will be treated as a separate requirement and will not be our responsibility.

Any damaging consequences of the above not done will not be our responsibility. We are however ready to give you our services to help you.

Similarly any incident that happens because of our hardening procedures if reported within 24 hours will be considered, reviewed and if it is an after effect of our hardening procedures, we will make sure to engage in assisting you with the same.

However under circumstances where we are informed after 24 hours and if the issue reported is not related to our hardening procedures then we will only consider it as a separate task that will be priced normally as other administration tasks that we have.

You understand that an initial backup will first be taken solely for our requirements before any hardening procedures are done and the space for storage of this backup must be made available for us.

If our first audit shows a compromised website we will only provide you an audit report and not proceed with the hardening procedures. In this case a hardening procedure becomes futile as backdoors are already placed in the account. However we will have solutions specific to this requirement and it will be recommended.

The point said above does not mean that any type of refund or reimbursement will be made for the already signed up service.

You understand that prices involved in the upgrades of paid themes and plugins does not come under the services of this plan. You agree to take care of these requirements. These upgrades will always be to the latest known stable versions but we do not guarantee that this will give an absolutely secure solution nor shall we hold ourselves liable for the

vulnerabilities with the upgrades available for these themes and plugins. You agree to be responsible for ensuring that your site is up to date with themes and plugins.

You understand that are not liable to disclose the intellectual information that is behind the procedures included in the services we provide at any cost.

You realize that customization for themes and plugins does not come under this plan and such requirements will be treated separate and charged separately.