



Terms & Condition

System explains to give our customers and users a clear understanding of what we expect from them while using the service. All users of services: those who workings with some of our Services but do not have accounts, as well as those who pay a service fee to subscribe to the Services, must conform with this our TOS (Terms of Service).

Use of Service constitutes acceptance and agreement to BRINFO AUP as well as BRINFO TOS (Terms of Service)

IMPORTANT NOTICE: *All Payments To BRINFO are NonRefundable*

We support the open flow of information and ideas over the Internet and do not enthusiastically supervise subscriber activity under typical situation Similarly, we do not implement perspective control over the content of any web site, e-mail newsgroups, transmission, or other material formed or available over or through the services, except for certain proprietary Web sites. On the other hand in agreement with our TOS (Terms of Service), we may remove any materials that, in our carefulness may be illegal, may subject us to liability, or which may disobey to this AUP. BRINFO may assist with legal authorities and/or third parties in the survey of any suspected or alleged crime or general wrongdoing. Your desecration of this AUP may result in the suspension or instant termination of either your BRINFO account or other procedures as detailed in Section 3 *WITHOUT PREVIOUS NOTICE*.

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This document is planned to provide a central perceptive of BRINFO Acceptable Use Policy. The following are guiding principle for the concern and enforcement of BRINFO AUP:

- Make sure trustworthy service to our customers
- Make sure security and privacy of our systems and network, as well as the networks and systems or others
- Conform with existing laws
- Maintain our status as a in charge service provider
- Encourage responsible use of the Internet and discourage activities which Decrease the usability and importance of Internet services
- Maintain the importance of Internet resources as a medium for free expression and communication
- Maintain the privacy and security of individual user

BRINFO intends to offer its clients contact to everything the Internet has to offer. While BRINFO is confidently devoted to the principles of free communication, certain activities that may be harmful to the resources of both BRINFO and the Internet and cannot be acceptable under the guise of free communication. The resources of BRINFO and the Internet are restricted and abuse of these resources by one user has a negative impact on the entire society.

We do not usually supervise the activity of accounts except for measurements of system exploitation and the preparation of billing records. However, in our hard

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work to encourage good citizenship within the Internet community, we will reply properly if we become alert of improper use of our service. You may not use your server or virtual site to publish material, which BRINFO determines, at its sole

Discretion, to be illegal, indecent or disagreeable. For purpose of this policy, "material" refers to all forms of communications including narrative explanation, graphics (including photographs, illustrations, images, drawings, logos) executable programs, video recordings, and audio recordings.

If a BRINFO account is used to break the Acceptable Use Policy or our TOS, we keep back the right to stop your service without single notice. We wish to advise customers of improper behavior and any necessary corrective accomplishment, however, flagrant violations of the Acceptable Use Policy will result in instant termination of service. Our failure to implement this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a part of our network community, you must use your Internet access maturely.

If you have any questions regarding this policy, please contact us at info@brinfo.in.

VIOLATIONS OF BRINFO ACCEPTABLE USE

POLICY The following constitute violations of this AUP:

1. Illegal use: BRINFO services may not be used for illegal purposes, or in support of illegal activities. BRINFO assets the right to collaborate with legal authorities and/or injured third parties in the survey of any suspected crime or general wrongdoing.

2. Harm to minors: Use of BRINFO service to harm, or attempt to hurt, minors in any way but not limited to child pornography. Any account found to host child

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pornography or linking to the same will be removed from our network directly without any notice. Upon a second violation the account will be immediately terminated without notice. Severe cases can result in instant termination. Any inference of immature content or ambiguous information perceived to be child pornography will effect in the same penalties. All violations will be reported to the appropriate law enforcement agency. Any account found to host "Lolita" type

content or linking to the same will be given one hour to remove the antisocial content/domain. Upon a second violation the account will be removed from our network immediately without notice. Subsequent violations can result in the termination of the server without notice. Cruel cases can result in immediate termination. Any inference of underage content or misleading information perceived to be immature content will result in the same penalties. All violations will be reported to the suitable law enforcement agency.

3. Copyright or trademark violation: Use of BRINFO service to transmit any material (by e-mail, uploading, posting, hot linking, directly linking or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the illegal copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

4. Collection of personal data: Use of BRINFO service to collect, or attempt to accumulate personal information about third parties without their awareness or permission is violation of this AUP.

5. Fraud: Involves a significant misrepresentation or misleading statement, writing or activity made with the purpose that the person receiving it will act upon it.

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6. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

7. Third Party Accountability: BRINFO subscribers will be held in charge and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

Security

You are responsible for any misuse of your account, even if the wrong activity was committed by a friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain illegal right to use to your account. In addition, you may not use your account to break security of another account or effort to gain illegal entrance to get another network or server.

- Your password provides access to your account. It is your duty to keep your password secure.
- Sharing your password and account access with unauthorized users is illegal. You should be careful to prevent others from using your account since you will be responsible for such use.
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Attempting to find another user's account password is strictly prohibited, and may result in termination of service.

- You must take up sufficient security actions to prevent or minimize illegal use of your account.
- You may not attempt to get around user verification or security of any host, network or account. This includes, but is not limited to, accessing data not anticipated for you, logging into or making use of a server or account you are not specifically allowed to access, or inquiring the security of other networks. Use or sharing of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- Users who violate systems or network security may acquire criminal or civil liability. BRINFO will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the inquiry of suspected criminal violations.

Network Performance

BRINFO accounts activate on shared resources. Extreme use or abuse of these shared network resources by one customer may have a negative crash on all other 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.



You are barred from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs which negatively impact other clients or the

Performances of BRINFO systems or networks. BRINFO reserves the right to stop or limit such activities.

❖ **REPORTING VIOLATIONS OF BRINFO AUP**

BRINFO wishes that anyone who believes that there is a violation of this AUP express the information to the Abuse Department at info@brinfo.in.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT

- Evidence of the alleged violation E-mail with full header information provides all of the above, as do system log files. Other situations will require special methods of providing the above information. BRINFO may take any one or more of the following actions in answer to complaints:
 - Matter written or verbal warnings
 - Suspend the Member's newsgroup posting rights

- Suspend the Member's account
- Stop the Member's account
- Bill the Member for administrative costs and/or reactivation charges

- Bring legal action to enjoin violations and/or to collect damages, if any, cause by Violations

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REVISIONS TO THIS ACCEPTABLE USE POLICY

BRINFO reserves the right to change, improve, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner. Notice of any revision, improvement, or modification will be posted in accordance with our TOS (Terms of Service).

Terms of Service BRINFO agrees to provide services to the Subscriber, subject to the following TOS (Terms of Service). Use of BRINFO Service constitutes acceptance and agreement to BRINFO AUP as well as BRINFO TOS (Terms of Service). All provisions of this agreement are subject to the TOS (Terms of Service) of BRINFO and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the maturity of the Company. Subscriber understands that change to the AUP by the Company shall not be argument for early contract termination or non-payment. This Agreement shall be construed in all respects in accordance with the laws of the state of Gujarat, India.

- 1. Disclosure to Law Enforcement:** The AUP particularly prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the

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Subscriber. In addition BRINFO shall have the right to terminate all service set forth in this Agreement.

1. **Service Rates:** Subscriber acknowledges that the nature of the service furnished and the primary rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively modify the specified rates and charges from time to time. The promotional offer is dependent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.
2. **Payment:** Founding of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service or, on the annual restoration date in case of services purchased annually.
3. **Payments and Fees:** Checks and Demand Drafts returned for any cause is subject to returned item charge. Service will be interrupted on accounts that reach after 7 days. Service interrupted for nonpayment may be subject to a reconnect charge fixed at the only discretion of BRINFO. Accounts not paid by due date may be subject to a late fee at the only discretion of BRINFO. If you want to cancel your account, please email info@brinfo.in 30 days before expiry of the account. Failure to notify cancellation would result in services to be paid and payable for the next period.
4. **Refund and Disputes:** All payments to BRINFO.IN are non-refundable. This includes any service rendered by BRINFO or purchasing any service in online and consequent charges regardless of usage. All overcharges or billing must be reported within 30 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in BRINFO sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay

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BRINFO an "Administrative Fee" of not less than Rs. 2000 and not more than Rs. 10,000. BRINFO reserves the right to postpone all services provided to the client in such a case till payments are settled.

1. **Failure to Pay:** The Company may temporarily deny and suspend ALL accounts and services offered to a customer or terminate this Agreement upon the failure of the customer to pay charges given the time. Such termination or denial will not reduce Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.
2. **Account Cancellation:** Requests for canceling accounts may be made in text with at least 30 days notice but not more than 60 days prior written notice

and sent to info@brinfo.in. Only the authoritative account holder or a authorized contact may cancel the account. Authorized contacts are agreed only by the account holder. In the result of cancellation, customer will involuntarily pay for any excess usage during the then-present calendar month.

3. **Support Boundaries:** BRINFO provides 24 x 7 technical supports to our subscribers. We limit our technical support to our area of skill. The following is our guidelines when providing support:

BRINFO provides support related to your service. BRINFO does not provide technical support for YOUR customers. If you can email, we encourage you to email support@brinfo.in for assistance.

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4. **Notification of Violation:**

A) BRINFO is under no duty to look at each subscriber's or user's actions to determine if a violation of the AUP has take place, nor do we believe any responsibility through our AUP to monitor or police Internet-related activities.

B) First violation: Any User, which BRINFO determines to have violated any aspect of this Acceptable Use Policy, shall get an email, warning them of the violation. The service may be issue at BRINFO discretion to a temporary suspension pending a User's agreement in writing, to avoid doing from any further violations.

C) Second Violation: Users that BRINFO determines to have dedicated a second violation of any element of this Acceptable Use Policy shall be subject to instant suspension or termination of service without any single notice.

5. **Indemnification:** BRINFO desires to emphasize that in supportive to the BRINFO Acceptable Use Policy (AUP) and Terms of Service (ToS), subscriber indemnifies BRINFO for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to BRINFO or the bringing of any argue in opposition to BRINFO by any third-party. This means that if BRINFO is sued because of a subscriber's or a subscriber's activity, the customer will pay any costs awarded against BRINFO, plus all costs and attorney's fees.

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6. **Miscellaneous Provisions:** You must provide us with, and keep present, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.
 - a. A waiver by the Company of any violate of any condition of this Agreement by Subscriber shall not activate as before or be construed as a ongoing or subsequent waiver thereof or as a waiver of any violate of any other provision thereof.
 - b. Subscriber shall not move or assign this Agreement without the previous written consent of the Company. Company may assign Agreement at anytime without permission from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further compulsion.
 - c. BRINFO is not responsible for any damages your business may suffer. BRINFO does not make indirect or written warranties for any of our services. BRINFO denies any warranty or merchantability for a specific purpose.

This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by BRINFO.
7. **Responsibility for Content:** You, as BRINFO subscriber, are solely responsible for the content stored on and served by your BRINFO server.
8. **Force Majeure:** Neither party shall be unable to find any rights hereunder or be responsible to the other party for damages or losses on account of failure of performance by the defaulting party if the failure is occasioned by any incident or incident beyond its reasonable control, including war, strike,

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fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party; provided that such party shall use commercially reasonable efforts to punctually mitigate any damages or losses.

9. **Denial of Service:** We reserve the right to refuse service to anyone at any time for any reason

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