# **Terms and Conditions**

Last Updated: 16-11-2024

Welcome to OdishaHost Web Solutions (hereinafter referred to as "OdishaHost," "we," "us," or "our"). By using our services, you agree to comply with and be bound by the following terms and conditions. Please read them carefully.

### 1. Payments and Invoices

1.1. Invoices for hosting services must be paid by the due date mentioned on the invoice. 1.2. If payment is not received by the due date:

- A fine will be added to the delayed invoice.
- Hosting accounts will be permanently deleted after 7 days of the due date without further notice.
  1.3. Reactivation or recovery of deleted accounts is subject to availability and additional charges as deemed necessary by OdishaHost.

## 2. Spam Policy

2.1. Customers contacting us with more than three (3) continuous phone calls or WhatsApp messages within 5 minutes will be considered as engaging in spam.

2.2. Accounts associated with spamming behavior will be:

- Flagged as spam.
- Terminated, along with any associated products or services.
  2.3. OdishaHost reserves the right to deny services to flagged accounts.

### 3. Bandwidth and Usage Policy

3.1. Plans with unlimited bandwidth are subject to fair usage policies.

3.2. If inappropriate usage is detected, including hosting of files outside the scope of the plan (e.g., hosting large media or storage files on WordPress hosting or small shared hosting plans), OdishaHost reserves the right to:

- Suspend the account immediately.
- Charge INR **3500** for providing account backups upon request.

### 4. Hosting Restrictions

4.1. Music files or media-related hosting is allowed only on VPS, dedicated servers, or FFmpeg hosting plans.4.2. Hosting of copyrighted files is strictly prohibited.

- If a violation is detected, the account will be suspended.
- Reactivation or backup recovery will incur a fine, as determined by OdishaHost.

### 5. Backup Policy

5.1. Customers are responsible for maintaining regular backups of their websites and data.

5.2. OdishaHost is not liable for data loss resulting from account suspension, termination, or deletion due to non-compliance with these terms.

### 6. Termination of Services

6.1. OdishaHost reserves the right to terminate accounts for violation of these terms or other misuse of services without prior notice.6.2. Terminated accounts may only be reinstated at the sole discretion of OdishaHost and upon payment of applicable fees.

# 7. Liability

7.1. OdishaHost is not responsible for any losses or damages resulting from the misuse of services or failure to comply with these terms.7.2. We reserve the right to update these terms at any time without prior notice. Customers are advised to review these terms periodically.

## 8. Governing Law

8.1. These terms and conditions shall be governed by and construed in accordance with the laws of India.

By using OdishaHost's services, you agree to these terms. For any questions or concerns, please contact us at support@odishahost.com.