



Netlynx Technologies Pvt. Ltd.

Corporate Web Hosting Service

## TERMS OF USE

All users of NetLynx's services, and all customers upon signing up for NetLynx services, agree to comply with NetLynx's Terms of Use ("TOU"). The spirit of the TOU is to ensure customers are using NetLynx's services with due regard to the rights of other Internet users and in conformity with the requirements of NetLynx's network environment. The TOU are not exhaustive and NetLynx reserves the right to add, delete, or modify any provision of its TOU at any time without notice, effective upon either the posting of the modified TOU to [www.NetLynx.com](http://www.NetLynx.com) or notification of the modified TOU. Any complaints about a customer's violation of the TOU should be sent to [abuse@NetLynx.com](mailto:abuse@NetLynx.com). The TOU supersedes any other agreement with NetLynx, whether written, oral, by conduct, or otherwise.

### A. NetLynx Web Hosting & E-commerce Customer Restrictions

The following Terms of Use apply only to NetLynx's Web Hosting and E-Commerce customers, and supplement the terms in sections C and D that apply to all NetLynx customers:

#### Support

NetLynx offers support through email and phone. All support requests will be handled and answered within 24 working hours.

#### Server Resources

Per site do not exceed more than allotted bandwidth per Month.

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources, mail servers, Ftp servers, Http servers, SQL database servers) reserves the right to suspend that site immediately. This policy is only intended to prevent the misuse of our servers and to avoid interruption in services to other customers. Customers may be offered an option whereby NetLynx continues hosting the website for an additional fee.

NetLynx will be the sole arbiter of what is considered to be a high server usage level. Any Web Hosting and E-Commerce account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

#### Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to NetLynx's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a NetLynx server, and selling or distributing software (on a web site residing on a NetLynx server) that facilitates spamming. If you appropriate reason or satisfying reason is not mentioned, then the account can be terminated. NetLynx reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

#### CGI Scripts / PHP / ASP / and other scripts

Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. NetLynx does not permit CGI Scripts / PHP / ASP / and other scripts sharing with domains not hosted by NetLynx or any scripts that may be abused for UCE purposes.

#### Chat Rooms

NetLynx does not allow Web Hosting and E-Commerce customers to install their own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option.

#### IRC

NetLynx does not allow IRC or IRC bots to be operated by Web Hosting and E-Commerce customers.

## **Software Distribution**

NetLynx's Web Hosting and E-Commerce accounts are not configured for the purposes of distributing software and/or multimedia products. If you wish to distribute software and/or multimedia files, please contact sales@NetLynx.com to make special arrangements.

## **Multimedia Files**

Multimedia files are defined as any audio, and video files. NetLynx Web Hosting and E-Commerce accounts are not to be used for the purposes of distributing and storing illegal / non copyrighted multimedia files.

## **Adult Content**

NetLynx does not allow any of the following content to be stored on its servers:

**Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

**Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of NetLynx.

**Warez** - Includes pirated software, ROMS, emulators, hacking, password cracking, IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

## **B. NetLynx Dedicated Server Customer Restrictions**

The following Terms of Use apply only to NetLynx's Dedicated Server customers, and supplement the terms in sections C and D that apply to all NetLynx's customers:

### **Customer Security Responsibilities**

The customer is solely responsible for any breaches of security affecting servers under customer control. If a customer's server is involved in an attack on another server or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, the customer is responsible for the cost to rectify any damage done to the customer's server and any other requirement affected by the security breach.

### **IRC**

NetLynx does not allow Dedicated Server customers the use of IRC in NetLynx Network.

### **Billing for Network Resources**

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's server to the Internet. The customer may request that the customer's server be disconnected from the Internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation.

## **C. All NetLynx Customer Terms of Use**

The following Terms of Use apply to ALL NetLynx customers:

### **NetLynx Services**

NetLynx's services include, but are not limited to:

Any act of preparing, setting up, connecting, maintaining, terminating, or reconnecting customers' account (including all billing data and the space on the particular Web server that NetLynx provides to customers).

Any use by customers, or any access provided to customers by NetLynx, of computing, telecommunications, software, information, hardware, and equipment.

Any act, or provision of any service, by NetLynx to customers, related to web hosting and domain name registrations (including server usage and technical support), regardless of duration and whether paid for or not.

Any provision by NetLynx to customers, of any space, Internet connectivity, or electrical power.

Any access or use related to the NetLynx's web site, including the web site itself.

Any other service mentioned in the TOU.

Any other service provided by NetLynx to customers, whether used or not.

Any other NetLynx services that are used by customers, whether offered or provided by NetLynx to customers.

### **Ownership of Web Site**

The legal owner of customer's web sites and accounts with NetLynx will be the individual or organization whose name is listed in NetLynx's database as the owner. Customers will fully cooperate with and abide by any and all of NetLynx's security measures and procedures in the event of any dispute over ownership of customer's web sites and accounts with NetLynx.

### **Illegal Use**

NetLynx servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Additionally, in purchasing NetLynx services, all NetLynx customers certify that they and/or the organization they represent in procuring services from NetLynx are not, nor have been designated, a suspected terrorist as defined by the Constitution of India; are not owned or controlled by a 'suspected terrorist' as defined by the Constitution of India; and are not on, are not a member of, related to, associated with, or controlled by any organizations listed as terrorist by the Govt. of India.

### **Spamming**

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming") is prohibited, regardless of whether or not it overloads a server or disrupts service to NetLynx's customers. The term "spamming" also includes, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a web site hosted on a NetLynx server, and selling or distributing software (on a web site residing on a NetLynx server) that facilitates spamming. Violators will be assessed a minimum fine of Rs.10000 and will face immediate suspension. NetLynx reserves the right to determine, in its sole and absolute discretion, what constitutes a violation of this provision.

## **System and Network Abuse**

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

## **Viruses and Other Destructive Activities**

Use of NetLynx's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for ping, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use NetLynx's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.

## **Privacy**

NetLynx is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, NetLynx urges its customers to assume that all of their on-line communications are insecure. NetLynx cannot take any responsibility for the security of information transmitted over NetLynx's facilities.

## **Customer Responsibility**

Customers are required to use the NetLynx network responsibly. This includes respecting the other customers of NetLynx. NetLynx reserves the right to suspend and/or cancel service with any customer who uses the NetLynx network in such a way that adversely affects other NetLynx customers. While NetLynx may monitor its service electronically to determine that its facilities are operating satisfactorily, as a general practice, NetLynx does not monitor its customers' communications or activities to determine whether they are in compliance with the TOU. However, when NetLynx becomes aware of any violation of the TOU or other user agreements, NetLynx may take any action to stop or correct such violation, including, but not limited to, denying access to NetLynx's services and equipment or to the Internet. In addition, NetLynx may take action against a customer or a customer of such customer because of the activities of such customer. NetLynx anticipates that customers who offer Internet services will cooperate with NetLynx in any corrective or preventive action that NetLynx deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of NetLynx policy and NetLynx reserves the right to take any such action even though such action may affect other customers of the NetLynx customer.

NetLynx and its , affiliates and associates shall not be liable, at any time for damages (including, without limitation, damages for loss of business projects, or loss of profits) arising in contract, tort or otherwise from the use of or inability to use the Service, or any of its contents, or from any action taken (or refrained from being taken) as a result of using the Service or any such contents or for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorised access to, alteration of, or use of information contained on the service. No representations, warranties or guarantees whatsoever are made as to the accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation. You agree that NetLynx has no responsibility or liability including but not limiting to the deletion, corruption, loss or failure to store any messages or content / data maintained or transmitted by any NetLynx Service. You acknowledge and agree that no compensation shall be payable whatsoever with respect to the aforesaid by NetLynx. NETLYNX MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

## **Actions Taken by NetLynx**

The failure by a customer to meet or follow any of the TOU is grounds for account deactivation. NetLynx will be the sole arbiter as to what constitutes a violation of the TOU. NetLynx reserves the right to remove any account without prior notice and to refuse service to anyone at any time. When NetLynx becomes aware of an alleged violation of its TOU, NetLynx will initiate an investigation. During the investigation, NetLynx may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, NetLynx may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, NetLynx will notify the appropriate law enforcement authorities of such violation. An unlisted activity may also be a violation of the TOU if it is illegal, irresponsible, or constitutes disruptive use of the Internet. NetLynx does not issue credits for any outages incurred through service disablement. Violators of the policy are responsible, without limitations, for the cost of labor to rectify any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by NetLynx.

## **Indemnification**

NetLynx customers agree to protect, defend, hold harmless, and indemnify NetLynx, any third party entity related to NetLynx (including, without limitation, third party vendors), and NetLynx's executives, directors, officers, attorneys, managers, employees, consultants, contractors, agents, parent companies, subsidiaries, and co-subsidiaries with the same parent company as NetLynx, from and against any and all liabilities, losses, costs, judgments, damages, claims, or causes of actions, including, without limitation, any and all legal fees and expenses, arising out of or resulting in any from the customer's use of NetLynx's services.

## **Disclaimer**

The NetLynx service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. NetLynx expressly disclaims any representation or warranty that the NetLynx service will be error-free, secure or uninterrupted. No oral advice or written information given by NetLynx, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. NetLynx and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

## **Termination for Bankruptcy or Insolvency**

If a customer becomes insolvent or any bankruptcy petition is filed by the customer, or any third party against the customer, NetLynx may immediately terminate provision of NetLynx's services to the customer without prior notice or penalty. Such customer consents to the grant of relief from any automatic stay of proceedings against NetLynx in such event.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, AND UNDER NO THEORY OF LAW OR EQUITY, WILL NETLYNX (INCLUDING, WITHOUT LIMITATION, NETLYNX'S EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, PARENT COMPANIES, SUBSIDIARIES, CO-SUBSIDIARIES WITH THE SAME PARENT COMPANY AS NetLynx, AFFILIATES, THIRD-PARTY PROVIDERS, MERCHANTS, LICENSORS, OR THE LIKE) OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING NETLYNX'S SERVICES, BE LIABLE FOR THE LOSS OF A DOMAIN NAME, OR ANY BUSINESS OR PERSONAL LOSS, REVENUES DECREASE, EXPENSE SINCREASE, COSTS OF SUBSTITUTE PRODUCTS AND/OR NETLYNX SERVICES, OR ANY OTHER LOSS OR DAMAGE WHATSOEVER, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF ANY USE OF, OR ANY INABILITY TO USE, ANY NETLYNX SERVICES EVEN IF NETLYNX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NETLYNX'S TOTAL CUMULATIVE LIABILITY, IF ANY, TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY AND ALL DAMAGES, RELATED TO THE TOU OR NETLYNX'S SERVICES, INCLUDING, WITHOUT LIMITATION, THOSE FROM ANY NEGLIGENCE, ANY ACT OR OMISSION BY NETLYNX OR NETLYNX'S REPRESENTATIVES, OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, WILL BE LIMITED TO, AND WILL NOT EXCEED, THE ACTUAL INDIAN RUPEE AMOUNT PAID BY THE CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES, LOSSES AND CAUSES OF ACTIONS DURING THE 3-MONTH PERIOD PRIOR TO THE DATE THE DAMAGE OR LOSS OCCURRED OR THE CAUSE OF ACTION AROSE.

## **Modifications**

NetLynx may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide customers with NetLynx's services. Certain changes to NetLynx's services may affect the operation of customers' personalized applications and content. Each customer is solely responsible, and NetLynx is not liable, for any and all such personalized applications and content.

## **Backup of Data**

Except where NetLynx has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and NetLynx is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, emails and patches to any software that customers use in connection with NetLynx services.

## **Third Party Licenses**

NetLynx makes a reasonable effort to provide customers with technologies, developments, and innovations (collectively "Technologies"), part of which may be licensed, or co-branded, from or by, third party entities. However, NetLynx makes NO warranty of any kind, either express or implied, regarding the quality, accuracy, reliability, validity, or continued existence of any or all aspects of such Technologies. Moreover, NetLynx specifically disclaims all warranties of merchantability and fitness for a particular purpose for such Technologies. Furthermore, no customer will hold NetLynx liable in any way for the revocation of any license, which has been licensed to NetLynx. The use of the Technologies obtained from or through NetLynx, or any other referred third party, whether directly or indirectly, is at the sole risk of customers.

## **Non-NetLynx Products**

Any mention of non-NetLynx products by NetLynx, its employees, or any third party entity related to NetLynx is for information purposes only and does not constitute an endorsement or recommendation by NetLynx. NetLynx disclaims any and all liabilities for any representation or warranty made by the vendors of such non-NetLynx products or services.

## **NetLynx's Intellectual Property**

Customers will not, without NetLynx's express written consent, copy, reproduce, republish, or otherwise use any material, in whole or in part, that is located on NetLynx's web site, and customers will not use any of NetLynx's trademarks, service marks, copyrighted materials, or other intellectual property without NetLynx's express written consent. Customers will not, in any way, misrepresent their relationship with NetLynx, attempt to pass themselves off as NetLynx, or claim that customers are NetLynx.

## **Assignment**

Customers may not assign or delegate their rights or obligations under the TOU or other agreement for NetLynx's services, either in whole or in part, without the prior written consent of NetLynx.

## **Governing Law and Severability**

The TOU, and any other agreement for NetLynx services, will be governed by and construed in accordance with the laws of the State India without reference to its conflicts of laws principles. Any litigation or arbitration between a customer and NetLynx will take place in Mumbai, and the customer will consent to personal jurisdiction and venue in that jurisdiction. If any provision or portion of the TOU or other NetLynx agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the TOU or the agreement will continue in full force and effect.

## **Force Majeure**

NetLynx will not be liable for delays in its performance of the TOU or NetLynx services caused by circumstances beyond NetLynx's reasonable control, including acts of God, wars, insurrection, civil commotions, riots, national disasters, earthquakes, strikes, fires, floods, water damage, explosions, shortages of labor or materials, labor disputes, transportation problems, accidents, embargoes, or

governmental restrictions (collectively "Force Majeure"). NetLynx will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. Notwithstanding anything contained elsewhere herein, nor will any event of Force Majeure suspend any obligation of customers for the payment of money due.

### **Independent Contractors**

Nothing in this Agreement will be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between NetLynx and its customers. Each of NetLynx and its customers will be deemed an independent contractor at all times and will have no right or authority to assume or create any obligation on behalf of the other, except as may be expressly provided herein.

### **Construction and Interpretation**

Wherever in this TOU the masculine, feminine, or neuter gender is used, it will be construed as including all genders, and wherever the singular is used, it will be deemed to include the plural and vice versa, where the context so requires. The division of the TOU into sections/paragraphs, and the insertion of headings/captions, are for convenience of reference only and will not affect the construction or interpretation of the TOU. Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the construction or interpretation of the TOU.

### **Complete Agreement and Exclusivity**

The TOU, and/or any other specific agreement for NetLynx services, constitutes the complete understanding and agreement between NetLynx and its customers. Except when expressly agreed to the contrary in signed writing by an authorized representative of NetLynx, the TOU supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This TOU, and/or any other specific agreement for NetLynx services is between NetLynx and its customers only and will not confer any rights in any third party except as otherwise expressly provided by NetLynx.

#### **D. Netlynx - Service Level Agreement (SLA)**

Network Uptime is the total time in a calendar month that Netlynx network is available through the Internet, provided that Client has established connectivity. Netlynx takes responsibility for Network availability within their network, however, we cannot be held liable for upstream problems, outside of our network. Our guarantee is that our Network will be available to clients free of Network Outages, that render 100% packet loss, 99.9% of each calendar month

Network Outages or Unscheduled Downtime is any unplanned or unscheduled interruption in Service availability during which Client is unable to access the services as described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in Netlynx's Network as confirmed by Netlynx. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

Scheduled Downtime is any Netlynx scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 24 hours notice.

SLA Network Violation Credit occurs when our network uptime guarantee is not met. Netlynx will refund the customer 5% of the monthly fee for each hour of downtime (up to 100% of your monthly fee) for network downtime. Network downtime is measured from the time the network is 100% unreachable, until service is once again restored. In order to request a performance credit, you must e-mail our sales department, within 10 days of reported violation, at: sales@netlynx.com. SLA violations will be reviewed by our personnel Monday - Friday 10AM to 5PM IST and applied on the 1st business day of the next month. \*Network violation SLA credit does not cover server hardware failure.\*

\* Performance Credit exclusions: The following are excluded from the monthly calculation of Service Availability:

- Scheduled downtime · Problems outside of Netlynx's network (upstream providers, or client's inbound connection) not effecting 100% loss to our network

- Interruptions or failure of individual service caused by client, their employees, client's customers, etc. to their service. These include inaccurate configuration, 3rd party software, client abuse or over utilization of resources, hacked servers, attacks, exploits, or server hardware failures.

## **E. All NetLynx Customer Billing Policy**

The following Terms of Use constitute NetLynx's Billing Policy and apply to ALL NetLynx customers:

### **Payments**

NetLynx accepts the following types of payment:

- Check / Demand Draft
- Bank wire transfer
- Fund Transfer from bank accounts
- PayPal Transfer

All payments are due on the Account Statement Date. The Account Statement Date is the monthly anniversary of the date the account was activated. You are responsible for directly updating, or notifying NetLynx, of any changes to your billing details.

Accounts that are past due will be automatically suspended. All past due and unpaid balances are subject to collection. In the event of collection, you will be liable for costs of collection including attorney's fees, court costs, and collection agency fees.

### **Billing Cycles (Terms)**

NetLynx offers three Billing Cycles (terms) for hosting charges: Yearly (12 months), Half Yearly (6 Months) and Quarterly (3 Months). The Billing Cycle begins on the Plan Activation Date. Customers are limited to the Yearly Billing Cycle for all of their charges.

You may elect to change your Billing Cycle at any time; however, the new Billing Cycle will only take effect at the time of the next plan renewal.

All additional features added to an account are charged yearly. Additional items are non-refundable.

### **Account Renewals**

In order to insure uninterrupted service to your website, all plans have to be renewed. The customer has the sole responsibility to keep track of the expiry date and renew the services well in advance at least 10 days before expiry. It is not the responsibility of NetLynx to give you any intimation in advance. It is confirmed by you that the responsibility of renewing the service will lie with you. The renewal of your account is subject to realisation of payment by NetLynx. Payment of account fee after expiry date does not guarantee the renewal of account with NetLynx. NetLynx cannot guarantee the renewal of account, if the payment is made after expiry date. Renewal of services such as domains, ssl certificates etc, involve companies, on whose activities, NetLynx does not have control over. Hence, NetLynx is not liable for interruption in services, loss of data, loss domain names, ssl certificates etc.

### **Fees**

#### **Returned (NSF) Checks**

NetLynx charges a Rs.300 fee for returned (NSF) checks. Customers that issue an NSF check will be required to submit future payments with a DD or money order.

#### **Bank Account Payments**

NetLynx charges Rs.50 for outstation direct deposits.

## **Reactivation**

Customers that wish to reactivate a closed account will be assessed a Rs. 200 reactivation fee. A Rs. 1000 fee will be assessed if NetLynx restores your data files to your reactivated account.

## **Cancellations**

Hosting plans will automatically expire until a plan is renewed. In order to cancel service, you must contact NetLynx's Billing Team at [billing@NetLynx.org](mailto:billing@NetLynx.org) with proper payment details and account details. Please be aware that there are no pro-rated refunds after the first 30 days of service. No refund is available for NetLynx Start Up Account in the event of cancellation.

Cancellation requests must be received by NetLynx a minimum of thirty (15) days prior to the end of your Billing Cycle.

NetLynx will confirm the cancellation request when it is processed. If you do not receive a confirmation, please contact NetLynx as soon as possible.

NetLynx does not monitor, plans for problems related to domain name transfers, non-usage, Internic, your ISP, or any other secondary issues not directly related to NetLynx's services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account. NetLynx reserves the right to cancel any account, at any time, without notice, for any reason NetLynx considers appropriate.

## **Billing/Price Changes**

NetLynx's policies and prices are subject to change without notice. Any price changes become effective in the next billing cycle.