

# Terms of use

Efficient Solutions will never require clients to advertise for Efficient Solutions on their websites in any way, shape or form. Clients are allowed to use their sites for business/commercial or personal websites and content.

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## Content

All services provided by Efficient Solutions may be used for lawful purposes only. Transmission, storage, or presentation of any information, data, or material in violation of any United States Federal, State, or City law is prohibited. This includes, but is not limited to: **copyrighted material, material that is threatening or obscene, "adult only" content material, or material, protected by trade secrets and other statute.**

**Note:** Pornography and sex-related merchandising are prohibited. This includes sexual content or direct links to adult content hosted elsewhere. Sites promoting any illegal activity, violence, or content that may be damaging to our servers or any other server, or links to such sites are also prohibited.

Examples of non-acceptable content or links are:

- **Pirated software or copyrighted MP3 files**
- **Hacking Tools**
- **Warez sites**
- **Adult content (in any form)**
- **Spamming Software**
- **Web-based shells**

Efficient Solutions will be the sole arbiter as to what constitutes a violation of this provision.

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## Disk space

Efficient Solutions will monitor the customer's disk usage and if it exceeds the usage agreed upon, Efficient Solutions shall have the right to take corrective actions. Such corrective actions may include assessment of additional charges or suspension of service.

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## Refund policy

For shared hosting services, Efficient Solutions offers an unconditional 10-day money-back guarantee. If the customer wishes to cancel a hosting account on a shared server within the initial 100-day period for any reason, he/she has to notify Efficient Solutions via e-mail (info@efficient.bg), and the payment will be promptly refunded. Since all .com, .net, .org, .us, .biz, .info, .eu, and .de domains registered through our services cannot be refunded, they will be subject to an annual registration fee for a separate/standalone domain, according to the Domain names pricing list. Therefore, if the customer purchased a hosting account with a domain registration, the domain

registration fee will be deducted from the refund amount. As the customer is the sole owner of the registered domain name, arrangements can be made to transfer its registration to another provider. For VPS services, Efficient Solutions offers a 5-day money-back guarantee, for the initial term of service only.

No partial or prorated refunds are offered after the initial money-back guarantee period.

If a customer disputes a setup / renewal charge for any account, Efficient Solutions will not re-activate the service, unless the customer covers all fees involved, including the chargeback fee and any other transaction fees.

Accounts terminated due to policy violations will not be refunded.

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## **Account renewal policy**

Efficient Solutions does not renew accounts automatically. For the customer's convenience, Efficient Solutions will send a renewal reminder to the contact email address on file for the corresponding hosting account. The customer is ultimately responsible for renewing the hosting account through one of the options given by Efficient Solutions.

Customers are not allowed to open a second hosting account for a domain that is already hosted through Efficient Solutions. If the customer wants to continue hosting the specified domain with Efficient Solutions, he/she needs to renew the account using one of the renewal options given by Efficient Solutions.

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## **Domain registration policy**

Efficient Solutions registers customer domains at the ICANN-accredited registrar Enom Inc. Therefore, all domains registered through Efficient Solutions are a subject of the Domain Registration Agreement of Enom Inc.

If you register domain(s) with Efficient Solutions, or transfer an existing domain registration, you must be acquainted with the Registration Agreement of Enom Inc.: <http://www.enom.com/terms/agreement.asp>  
By registering/transferring a domain at Efficient Solutions, you confirm that you have read and you agree with the Registration Agreement of Enom Inc.

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## **Dispute resolution policy**

In case of ownership dispute, Efficient Solutions reserves the right to be the sole decision maker in settling the dispute. There are several guidelines, based on which Efficient Solutions will decide who is the rightful owner of the disputed hosting account or domain name:

- By default, Efficient Solutions will grant ownership to the person who paid for the hosting account. If the purchase was made by bank transfer, or some other similar way, the respective sender of the funds covering the purchase of the account will be considered the owner. Efficient Solutions reserves the right to confirm the identity of the owner by contacting him/her by e-mail or telephone, in the same order of preference.
- In case of death or serious disability of the original owner that prevents him/her from continuing to manage the hosting account or the domain name purchased, Efficient Solutions may grant ownership to another person or organization, if enough proof is presented about the original owner's condition, and based solely upon the investigation that Efficient Solutions will undertake about this issue.
- Efficient Solutions will consider a court decision overruling in case of ownership dispute and will always comply with such a decision.

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## **Lost login information policy**

In case the customer has lost the hosting account or domain name login information, he/she can request it to be sent to the contact e-mail address for the respective service.

If the contact e-mail address is outdated or incorrect, the customer should contact [info@efficient.bg](mailto:info@efficient.bg) to request an investigation of the issue. In this case, the dispute resolution policy may be applied.

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## **Traffic guidelines**

Accounts that reach their monthly traffic limit may be a subject of automatic site suspension. Also, any accumulated traffic over the monthly limit will be charged additionally in accordance with the characteristics of the plan purchased. If a site is suspended under this provision, and the hosting account is in good standing, the site will be enabled on the first date of the next month, when the traffic counter is reset. In case of failure to cover fees incurred by traffic over-usage, Efficient Solutions reserves the right to take corrective actions such as full suspension of the hosting account. In case Efficient Solutions takes corrective actions under this provision, the customer shall not be entitled to a refund of any fees paid in advance.

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## **Chat rooms**

Running and linking to IRC servers or IRC bots and clients such as Eggdrop, BitchX, ircii, etc., is strictly prohibited.

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## Background running programs

Programs running in the background are not allowed.

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## Resource usage

To maintain the integrity of our shared hosting services, we have several special per-user resource limits in place. These include, but are not limited to:

- Memory limitations: Customers using shared hosting services will be able to use only a certain portion of the total available memory on the server.
- CPU usage limitations: Scripts that take too much real CPU time will be terminated.
- Simultaneous script execution limitations: Customers will be able to run only a certain amount of CGI scripts simultaneously. Whenever this limitation is triggered, execution of subsequent CGI script requests via the web will produce an error message.
- MySQL disk usage limitations: In cases, in which the integrity of the MySQL service is endangered, the MySQL disk usage of customer accounts may be limited. No limits will be applied to accounts with MySQL disk usage below 3GB.
- Number of inodes limitation: The total number of files and folders on a single hosting account should not exceed 500,000.
- MySQL connections limit: Each MySQL user cannot exceed a certain number of connections to the MySQL server.
- Mailbox usage: Each mailbox on a shared server can take up to 10GB space, and/or up to 100,000 inodes.

Similar limitations exist on VPS plans as well, but they could be adjusted or fully removed according to customer needs.

Efficient Solutions reserves the right to alter the above limitations and to place additional limits without prior notice if an account endangers the stability or the performance of the hosting server due to intensive resource usage. The additional limits may include, but are not limited to MySQL, memory and CPU usage limitations, and stopping access to directories.

Each hosting account on Efficient Solutions servers is meant to be used for one domain, as well as a number of parked domains, according to the hosting plan. Parked domains are full aliases of the main domain - they display the same site content and share the same mailboxes. Pointing parked domains to subfolders or subdomains on the account through .htaccess files or other means is not allowed.

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## **Proxy software and redirection services**

We do not allow running of proxy software on our servers. Sites offering shortening URL services are not allowed as well.

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## **Distribution and/or transmission of obscene or indecent speech or materials**

Violation of indecency and obscenity laws can result in criminal penalties.

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## **Account content ownership**

The content of the hosting account is considered to be a property of the customer. The customer retains ownership on all data that he/she uploads to the hosting account. Efficient Solutions will not use the data on the hosting account for any other purpose than for the provision of the hosting service itself. Efficient Solutions will not provide hosting account data to any third parties, unless this is required by law, or the customer has agreed upon this.

As an owner of the hosting account data, the customer is solely responsible for the content of the account, including its security. Efficient Solutions reserves its right to block access to any content that may be threatening the security of the hosting service, the data of other customers on the servers, or Efficient Solutions's reputation. Efficient Solutions reserves its right to judge as to what content is considered threatening and is a subject of this rule.

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## **Intellectual property rights**

Materials, accessible to the customer through Efficient 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 exclusively permitted by the owner of such rights, the customer may not use Efficient Solutions's services in a manner that would infringe, violate, dilute, or misappropriate any such rights, with respect to any material, which the customer accesses or receives through Efficient Solutions's network. If the customer uses a domain name in connection with Efficient Solutions's service, he/she may not use that domain name in violation of any third party trademark, service mark, or similar rights.

When using Efficient Solutions's services, the customer retains all intellectual property rights on their own content, trademarks, and any other data related to the site/account content. Efficient Solutions

will use this content/data/trademarks only for the provision of the hosting service, unless other actions are required by law.

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## **Network security**

Customers may not use Efficient Solutions's network in 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 exclusively authorized to access, password cracking, probing the security of other networks in search of weaknesses, 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. Efficient Solutions will fully cooperate with investigations of violations of systems or network security. This also includes 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.

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## **Defamation**

The customer may not host material that is:

- threatening or obscene;
- offensive to any person or group. This includes, but is not limited to: prejudice, racism, intolerance, hatred, and harassment; expressions that are by nature libelous, defamatory, and offensive to or disrespectful of ethnic, racial, religious, or other groups;
- harmful to minors;
- likely to cause damage to reputation of third parties.

Note: Defamatory speech distributed over the Internet can result in civil liability for the defamer.

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## **Spam or unsolicited e-mail**

The customer may not use Efficient Solutions's network, Efficient Solutions's equipment, or Efficient Solutions's e-mail service in connection with the transmission of spam, flames, mail bombs, or similar unsolicited e-mail messages. The customer's domain may not be referenced as originator, intermediary or reply-to address in any of the above. This prohibition fully extends to sending of unsolicited mailings from another service that in any way mentions your domain name or implicates the use of the Efficient Solutions's network, Efficient Solutions's equipment, or Efficient Solutions's e-mail services. A message is considered unsolicited if it is posted in violation of a newsgroup charter, or if it is sent to a recipient without his/her prior consent. For purposes of this provision, merely

making one's e-mail address accessible to the public will not constitute a request or invitation to receive messages.

In case sufficient evidence is presented about any violation of this provision, Efficient Solutions reserves the right to disable the customer's account without prior notice. For the purpose of acquiring such evidence, Efficient Solutions will use various techniques, including but not limited to: closely inspecting all spam reports sent to Efficient Solutions's anti-abuse department, searching the logs of Efficient Solutions's mail servers, and scanning the server space for popular "spamming" applications. Efficient Solutions will be the sole arbiter as to what would be considered sufficient evidence.

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## **Abuse**

Any attempt to undermine, slander, libel, threaten or cause harm to Efficient Solutions's customers, employees and property, or to the company directly, is grounds for immediate termination without refund. In addition, any such attempts will be prosecuted to the fullest extent of the law.

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## **Indemnification**

Customer agrees to indemnify, defend and hold harmless, Efficient Solutions, its subsidiaries and other affiliated companies, its officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use.

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## **Disclaimer**

Efficient Solutions, at its sole discretion, may change these terms and conditions at any time. By using Efficient Solutions's services, the user agrees that Efficient Solutions may: (1) revise these terms and conditions; and (2) change the services provided. Any such revision or change will be binding and effective immediately on posting of the revised terms or change to the service(s) on Efficient Solutions's web site, or on notification to the customer by e-mail. The customer agrees to periodically review Efficient Solutions's web site, including these terms, to get informed of any such revisions. If the customer does not agree with any revision, he/she may terminate the services at any time by notifying Efficient Solutions by e-mail. Notice of the customer's termination will be effective on receipt and processing by Efficient Solutions. The customer agrees that, by continuing to use Efficient Solutions's services following notice of any revision to this Agreement or change in service(s), he/she abides by any such revisions or changes.

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reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through this site to anyone, including but not limited to others in the same company or organization without Efficient Solutions's express prior written consent.

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## **Refusal of service**

Efficient Solutions reserves the right to refuse hosting for insecure applications that could be, for instance, utilized by an attacker to gain unauthorized access to the server and/or execute applications with the privileges of the customer that has uploaded the insecure application in question. Customers are responsible for keeping their applications up-to-date, checking for security issues with the application vendor, and updating to the latest secure version that is available. In the event that an insecure application is installed on the hosting account of the customer, Efficient Solutions reserves the right to disable access to it, or, if deemed necessary, to the hosting account in its entirety. This will be with the exclusive purpose of preventing damage to the customer and to the other customers hosted on the same server, and may be done with or (in case of emergency) without prior notice.

Efficient Solutions reserves the right to impose restrictions or fully suspend any of the services provided to customers, in case the operation of these services threatens the overall security and stability of the hosting system, and/or the proper operation of other customers' accounts/services.

Efficient Solutions reserves the right at its sole discretion to refuse or cancel service. Violation of any of Efficient Solutions's Terms could result in a warning, suspension, or account termination. Submitting fake personal information can also be grounds for suspension or termination.

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## **Limited liability**

THE CUSTOMER AGREES THAT EFFICIENT SOLUTIONS SHALL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES AND WEB HOSTING SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES AND WEB HOSTING SERVICES, (3) INTERRUPTION OF EFFICIENT SOLUTIONS'S SERVICES OR INTERRUPTION OF THE CUSTOMER'S BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO EFFICIENT SOLUTIONS'S WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS THE CUSTOMER EXPERIENCES IN RELATION TO THE SERVICES OFFERED BY EFFICIENT SOLUTIONS; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND EFFICIENT SOLUTIONS'S CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF THE CUSTOMER'S ACCOUNT; OR (8) APPLICATION OF THE DISPUTE POLICIES. EFFICIENT SOLUTIONS ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF EFFICIENT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EFFICIENT SOLUTIONS'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL



AMOUNT PAID BY THE CUSTOMER FOR THE DISPUTED SERVICE, BUT IN NO EVENT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, EFFICIENT SOLUTIONS'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.