



BAKARIS ENTERPRISE

Bakaris.com Terms of Service.



Bakaris Enterprise (002573475-P)
52 Jalan SP 6/U6
Desa Subang Permai
40150 Shah Alam
Tel: +60(3) 7831 0450

Bakaris Enterprise (hereinafter referred to as "BakarisHost") is a corporation organized and existing under the laws of Malaysia and having its principal address at 52 Jalan SP 6/U6 Desa Subang Permai 40150 Shah Alam Selangor Darul Ehsan.

Please note that this agreement is subjected to change and it is Customer's responsibility to regularly check for modifications. If Customer signed up for the service before the posted/revised date listed above, the new version will become effective thirty (30) days after the posted/revised date listed above. Continued use of the service constitutes acceptance to the new version of this agreement.

BakarisHost reserves the right to refuse or terminate service to anyone, at any time and for any reason, including but not limited to violation of BakarisHost's Acceptable Use Policy. Should BakarisHost terminates Customer's service for a reason other than violation of the Acceptable Use Policy, BakarisHost will issue Customer a refund for the remaining paid period of service. Under no circumstances is BakarisHost responsible for any damages resulting from termination of service. BakarisHost reserves the right to refuse service to particular individuals or entities, at its sole discretion, with or without cause.

Website migration or transfer

Our web migration team will make every effort to help Customer migrate your website over to us. However please take note that this service is provided as a courtesy service that is performed on best effort basis and BakarisHost cannot be held responsible. Should there be any migration failure due to various reasons, BakarisHost cannot guarantee that all data transfer to be accurate and estimate the time required to complete the transfer. Some hosting companies save data in their propriety format making transfer difficult or in some cases impossible. We will of course try our best but in some cases we may not be able to assist. This free transfer services are offered for 15 days from the sign up date and for accounts that does not exceed 5000MB (5GB) space.



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Transfer requests made outside this 15 days free period or websites exceeding 5000MB (5GB) will incur a one-time (RM200.00) professional service charges. Please contact our sales department for a price quote.

Customers who subscribe to our hosting package and required our help to migrate their website will need to comply below terms:

- Customers are required to sign our agreement form and send back to us.
- Customers are required to give full information on previous domain control and hosting control panel before we can migrate to our server.
- As this is a free service courtesy from us, we are not able to guaranteed the service availability during the migration as there will be also DNS migration activity will involve which will take time around 24 to 48 hours to complete.

Scripting and program

It is the Customer's responsibility to ensure that scripts/programs installed under Customer's account are secure and permissions of directories are set properly. Permissions for most directories must be set as restrictive as possible such as 755 and files to 644 to avoid being hacked or compromised. Customer is ultimately responsible for all actions taken under Customer's account. This includes the compromise of credentials such as user name and password. It is required that Customer use a strong and secure password. If the password is weak, Customer's account may be suspended until the password is replaced with a strong and secure password.

Resource usage

Every customer has been assign with specific resource utilization based on hosting package which they have subscribe. If in the event of user account fully utilize the resources allocated to them, the account will give "resource limit error".



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This should issue will not affect other account which inside the same server. We would like to emphasize that activities are unattended server-side processes, torrent application, tracker, file-sharing, peer-to-peer activities, IRC chat module, video streaming, gaming applications, web spider or indexer, daemons and heavy cron-jobs are not allowed on our server.

Hosting space

Shared hosting account are meant for hosting Customer's website content. The hosting space utilized as backup/storage device is strictly not permitted.

Most of our shared hosting plans allow unlimited email address creation but in the interest of server stability, all shared hosting plans are allowed to consume up to 5GB for email storage only. Any accounts that exceed the email storage size may be suspended. We recommend to use an email client such as Outlook or Thunderbird (free download) to download and manage all emails on a local computer.

Unmetered

BakarisHost does not set a limit or cap on the amount of resources a single Customer can use. In good faith and subject to these terms, BakarisHost makes every commercially reasonable effort to provide its Customers with all the resources needed to power their web sites successfully. BakarisHost's offering of "unmetered" services is not intended to allow the actions of a single or few Customers to unfairly or adversely impact the experience of other Customers.



In a shared hosting server, multiple Customer web sites are hosted from the same server and share server resources. BakarisHost's service is designed to meet the typical needs of small business and home business website. It is NOT intended to support the sustained demand of large enterprises, internationally based businesses, or non-typical applications better suited to a dedicated server.

BakarisHost will make every commercially reasonable effort to provide additional resources to Customers who are using their website(s) consistent with these terms, including moving Customers to newer and bigger shared servers as necessary. However, in order to ensure a consistent and quality experience for all Customers, BakarisHost does place automated safeguards to protect against any one site growing too quickly and adversely impacting the system until BakarisHost can evaluate said sites resource needs. Accounts with a large number of files (inode count in excess of 200,000) can have an adverse effect on server performance. Similarly, accounts with an excessive number of MySQL/PostgreSQL tables (i.e., in excess of 1000 database tables) or of database size (i.e., in excess of 3GB total MySQL/PostgreSQL usage per account or 2GB MySQL/PostgreSQL usage in a single database) negatively affect the performance of the server. BakarisHost may request that the number of files/inodes, database tables, or total database usage be reduced to ensure proper performance or may terminate the Subscriber's account, with or without notice. Apart from this, all shared hosting plans are set with an hourly sending limit of not more than 300 emails within a given hour. This policy is important to prevent spamming activities either deliberate or through poorly secured computers that are hacked for sending spamming emails.

Unlimited Domain Hosting. BakarisHost does not set arbitrary limits on the number of domain names a Customer can associate with the Customer's web hosting account. However, BakarisHost reserves the right to limit processor time, bandwidth, processes, or memory in cases where it is necessary to prevent negatively impacting other Customers.



Support & Service

BakarisHost will always give the best support on the products that has been sold to customers. However, the support will only cover below:

1. Will help customer to troubleshoot on web and email hosting issues which is related to BakarisHost products only.
2. We will not troubleshoot any email client or ftp client related issue, our basic configuration guide is sufficient to make sure customers able to connect to our server.
3. Will support customer through phone, email and remote session (only if required)
4. Will not have on-site or visit to customer office in order to troubleshoot issues with hosting account serve by BakarisHost. However, if customers still required BakarisHost team to be on-site, they will need to pay the on-site support charges as per agreed with sales. On-site support will be charge on hourly basis and minimum 2 hours for every site on-site services.
5. Customer required to call our support at + 603 7831 0450 or email to support[at]bakaris[dot]com to log a support case before BakarisHost team come out with the resolutions step on the issue
6. For any inquiry on our service, customers will be required to call our sales at + 603 7831 0450 or email to sales[at]bakaris[dot]com.

Inodes

Accounts that hit 50,000 inode will receive an email notification to monitor the inode usage. Accounts found to be exceeding the 200,000 inode limit will automatically be removed from our backup system to avoid over-usage. If the account hit 250,000 inodes on any shared hosting account, auto suspension will be imposed.



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Backup limit & data loss

Any shared hosting account using more than 10GB of disk space will be removed from our weekly backup with the exception of database. However, all data will continue to be mirrored to a secondary drive. Take note that backup service is provided as a courtesy service and BakarisHost cannot be held liable for any data loss. Customers' use of this service is at their own risk. BakarisHost is not responsible for files and/or data residing on the Customer's account. Customer is advised to maintain a backup copy of their data on their own. In case of data loss, BakarisHost will provide the courtesy service of restoring the data into the account. Take note that data restored may not be up to date and BakarisHost can only restore the data from the latest backup copy whether it is a daily or weekly backup. There is no backup for VPS, Semi Dedicated Servers, Dedicated Server or any other plans. Customers must subscribe to our backup services to have data backup.

Bandwidth usage

Customer is allocated a monthly bandwidth allowance and it varies according to the package purchased. Should the Customer's account pass the allocated amount, the account will automatically be suspended. The account will be unsuspended when the next allocation period starts or when the Customer upgrades to a higher level of package or pays additional fees for the overages. Unused bandwidth in one month cannot be carried over to the next month.



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Content

All services provided by BakarisHost may only be used for lawful purposes. The laws of Malaysia apply. The customer agrees to indemnify and hold harmless BakarisHost from any claims resulting from the use of our services.

Price protection

The amount customer pay for hosting will never increase from the date of purchase unless there are certain terms involved such as a first year promotion etc. BakarisHost reserve the right to change any packages or prices listed in our website and has the right to adjust the amount of resources given to the packages at any time. Should the Customer request to upgrade the features of the subscribed package, there will be an upgrade fee incurred.

Price contract

All hosting services will have 1 year price contract. This means the price will be fixed for a period of 1 year regardless of whether the customer is paying monthly, quarterly or half year. In the event the customer request for a price adjustment, a contract breaking fees RM200.00 will be imposed.

15 days money back & cancellation policy

To ensure 100% Customer satisfaction, BakarisHost provides 15 days money back guaranteed from the commencement date.



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Customer support

BakarisHost provides 24 hours Customer support and is committed to provide the best possible support for all Customers. For any service request not subscribed by the Customer, BakarisHost reserves the right to charge RM200/hr for any website/server troubleshooting issues. BakarisHost at its sole discretion reserves the right to deny providing services requested by the Customer with or without reasons. For any services rendered, charged or not charged, BakarisHost provides the best effort services. BakarisHost will not be held responsible for any other issues that resulted directly or indirectly due to the support given. Should there be incident whereby BakarisHost provides FREE support to the Customer, this is a courtesy service and cannot be defined as evidence that BakarisHost must commit to provide FREE support to the Customer. In this case, BakarisHost reserves the right to stop providing courtesy service to the Customer at any time.

Customer data

BakarisHost will never sell or disclose Customer's contact information, data or Customer lists to any third party, unless required by law or specifically authorized by Customer.

Payment & suspension

Payments are generally due on the first day of each month or as per due date of the invoice, and BakarisHost dispatches e-mail invoices prior to the expiry date. Emails are issued as a courtesy; Customer will maintain awareness of its usage levels and the fees it owes BakarisHost and the due date. BakarisHost will not accept the reason of late payment or no payment due to email not received.



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If payment is not received by fifteen (15) calendar days after the due date, Customer's account will be suspended, and may incur an RM100 re-connection fee at BakarisHost 's discretion. If the account is suspended for over fifteen (15) calendar days, there may be an RM250.00 setup fees whereby BakarisHost need to re-setup an entire server for the Customer. Accounts may be deleted if they have spent thirty (30) or more calendar days in a suspended state. Accounts past due may be subject to interest at the rate of 3% per month. Any discrepancy or dispute in invoice or payment made must be reported to BakarisHost within 30 days after payment is made. BakarisHost will not accept any dispute in payment made after 30 days.

Delivery

Delivery periods can only be estimated. Exceeding the delivery time never entitles Customer to be paid damages or cancellation of the order. Should the delay is due to a reason within BakarisHost itself such as BakarisHost is temporarily or permanently unable to fulfil the order partially or completely, BakarisHost reserves the right to partially or completely cancel or decline the order. BakarisHost reserves the right to deliver the order with a similar specifications or higher. BakarisHost will notify CUSTOMER of such decisions. Once the service is delivered, it is the customer's responsibility to check and report back within 7 days for any discrepancies or related problems. BakarisHost will take the effort to rectify the problem including reinstall or replace the entire server without any charges. However, if the report is made after 7 days, there will be a charge for any services rendered.



Domain name

Customer agree that BakarisHost's entire liability to Customer, and Customer only remedy, in connection with any service provided by BakarisHost to Customer, and for any breach by BakarisHost, shall be limited to the fees Customer paid to BakarisHost for the particular service in contention.

BakarisHost and its agents and contractors shall not be liable for any direct, indirect incidental, special, or consequential damages resulting from the use of or inability to use any of BakarisHost's services or for the cost of obtaining substitute services. Because certain states do not permit the limitation of elimination of liability for certain types of damage, BakarisHost's liability shall be limited to the smallest amount permitted by law. BakarisHost disclaims any loss or liability resulting from:

1. Access delays or interruptions to our web site or domain name registration system;
2. Data non-delivery or miss-delivery between Customer and BakarisHost;
3. Events beyond our control (i.e. acts of God);
4. The loss of registration or processing of a domain name or the use of a domain name;
5. The failure for whatever reason to renew a domain name registration;
6. The unauthorized use of Customer's account with BakarisHost or any of services provided to Customer by BakarisHost;
7. Errors, omissions or misstatements;
8. Deletion of, failure to store, or failure to process or act upon email messages;
9. Processing of updated information to Customer's registration record;
10. Development or interruption of Customer's web site;
11. Errors taking place with regard to the processing of Customer application;
12. Application of BakarisHost's Dispute Resolution Policy; and

13. Any act or omission caused by Customer or Customer's agent (whether authorized by Customer or not)
14. Please view Registrant Rights and Responsibilities

Hosting's IP blacklist

IP addresses that are blacklisted in any spam organizations will be temporarily suspended and all email services from the affected server will cease to operate to ensure no further damage would be incurred on the reputation of the IP block. A de-listing fee of RM400 is charged by the upstream service provider for every IP blacklist incident for case management and resolution. Depending on the nature and frequency of the spamming activity, a new IP may be assigned to the affected server as a last remedying solution to resume full email services. Rectification steps would only be taken provided that all spamming activities have receded permanently and the de-listing fee is paid.

Shared hosting

Hosting account which has been identified with repeated and massive spamming activities (direct or indirectly) will be suspended / terminated.

VIP-managed VPS / dedicated / co-Location hosting service:

Server owner to report the issue to technical support for identifying the spam root cause and to engage our upstream provider to assist with the IP de-listing.

For massive spamming or repeats, a de-listing fee of RM400 will be charged by the upstream provider where a new IP may be provided if the spamming activities were too heavy.

SMTP port services is only allowed in Primary and Secondary IP for Dedicated Server and Colocation servers hosting. SMTP port services are blocked for all additional IP addresses.

VPS / Dedicated Server:

Server owner will be notified on the IP blacklist report and will be given a guide on how to identify the spam root cause and resolve the issue.

For massive spamming or repeats, a de-listing fee of RM400 will be charged by the upstream provider where a new IP may be provided if the spamming activities were too heavy.

SMTP port services is only allowed in Primary and Secondary IP for Dedicated Server and Colocation servers hosting. SMTP port services are blocked for all additional IP addresses.

Money back guaranteed and refund

To ensure 100% Customer satisfaction, BakarisHost provides 15 days money back guaranteed from the commencement date.

Shared hosting account

1. Guarantee applies to first time purchasers only.
2. 15 days period begins when hosting login information is received.
3. Cancellation must be made within the 15 days period. Cancellation after the 15 days period will not entitle for refund.
4. Refund will be provided only if customer experiences technical problems caused or related to items 100% controlled by BakarisHost.
5. Domain registration is not refundable even if it's come free with the related hosting package, a standard domain price will be deducted from the refund.

6. Refund is granted by BakarisHost 's sole discretion.
7. Refund decision made by BakarisHost is final.
8. Cloud server & virtual private server (VPS)
9. Guarantee applies to first time purchasers only.
10. 15 days period begins when Customer receives server login information.
11. Refund will be provided only if Customer experiences technical problems caused or related to items 100% controlled by BakarisHost.
12. Refund does not include any setup fees, installation fees on operation system or software.
13. Refund will minus RM100 restocking fees for any account without setup fees.
14. Reconnection fees of RM100 will apply for suspended accounts that are unpaid for more than 7 days.
15. SMTP port services is only allowed in Primary and Secondary IP for Virtual Private Server (VPS) hosting. For any additional IPs, the SMTP port services will be blocked.
16. Refund is granted by BakarisHost's sole discretion.
17. Refund decision made by BakarisHost is final.
18. Dedicated server hosting and co-location services
19. Guarantee applies to first time purchasers only.
20. 15 days period begins when Customer receives server login information.
21. Refund will be provided only if Customer experiences technical problems caused or related to items 100% controlled by BakarisHost.
22. Refund does not include any setup fees, installation fees on operation system or software.
23. Refund will minus RM250.00 restocking fees for any account without setup fees.
24. Reconnection fees of RM100 will apply for dedicated server account re-activated for invoices that are unpaid for more than 7 days.
25. SMTP port services is only allowed in Primary and Secondary IP for Dedicated Server and Co-location servers hosting. For any additional IPs, the SMTP port services will be blocked.
26. Refund is granted by BakarisHost's sole discretion.

27. Refund decision made by BakarisHost is final.

Cancellation policy

1. All cancellation requires 30 days' notice.
2. The monthly fees is applied if cancellation is made before the expiration date.
3. The total fees will be calculated as the monthly fees multiple by the duration of the service used plus 30 days' notice.
4. All new shared hosting plans are eligible for 30 days money back guarantee only and no refunds will be given if the subscription is cancelled prematurely after the 30 days windows period.
5. There is no refund for renewed shared hosting account.

Rest of the products such as domain name, SSL certificate, and private email, etc. are not included in our 15 days money back guarantee policy as these are products we resell. For any cancellation of products or services, Customer must provide prior notice of at least 45 days before the expiry date shown on current renewal invoice. As for yearly contract cancellation, BakarisHost will charge Customer according to the monthly package terms and conditions that may have higher monthly fees, setup fees and other miscellaneous fees involved. Any discount provided during yearly contract will be void if the yearly contract is cancelled. The refund will be calculated via having the total yearly paid minus the total charged as per monthly package terms and conditions.

As for refund due to server or network downtime, Customer is responsible for notifying the billing department for any credits due for the month within seven days from the time of the incident. Customer should supply all relevant information, including ticket numbers, for credit to take place.



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All refund claims or cancellation must be done in writing or by fax or by support ticket with Customer's root username and passwords for the server.

Customer will retain records of the terms and conditions of its package for future reference. BakarisHost may change Package prices or add or delete Package features or restrictions at any time, and such changes will not affect the initial agreement between Customer and BakarisHost. In the event of any conflict between the terms of any Package and the terms of this Agreement, the terms of this Agreement will govern. In the event of any conflict between the terms of any Package and the terms of this Agreement, the terms of this Agreement will govern.

In order to prevent abuse to our services and our 15 days money back guaranteed policy, BakarisHost will not provide refund if it is discovered that Customer is running "short-lived" website for Customer's own interest. These websites are termed "short-lived" at BakarisHost's own discretion which including and not limiting to websites on political campaign, lawsuit, investment etc.

Acceptable use policy

Customer asserts that it has read BakarisHost 's Acceptable Use Policy ("AUP") and its' Privacy Policy. Customer will adhere to the AUP and Privacy Policies and will not allow the Services or BakarisHost equipment to be used for activities prohibited by such policies. BakarisHost may revise the AUP from time to time by posting a new version thereof on the BakarisHost Website, and Customer is responsible for awareness of such revisions. In the event of any conflict between the AUP or the Privacy Policy and this Agreement, this Agreement will govern. BakarisHost may impose a penalty fees to the Customer if the AUP is broken.

Warranty

BakarisHost 's services are provided on an "as is" and "as available" basis. BakarisHost does not warrant that the service will be uninterrupted, error-free, or free from viruses or other harmful components. BakarisHost makes no express or implied warranties, including without limitation warranties of title, non-infringement, merchantability, or fitness for a particular purpose. No advice provided by BakarisHost or any of its representatives will create a warranty.

Indemnification

Customer agrees that it shall indemnify BakarisHost harmless from any and all demands, liabilities, losses, costs and claims, including legal fees asserted against BakarisHost, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns.

Customer agrees to defend, indemnify and hold harmless BakarisHost against liabilities arising out of;

1. any injury to person or property caused by any products sold or otherwise distributed in connection with BakarisHost
2. any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
3. copyright infringement and
4. any defective products sold to customers from BakarisHost 's server.



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Disclaimer

BakarisHost will not be liable for any consequential, incidental, exemplary, punitive, or multiple damages, even if BakarisHost was advised in advance of the possibility of such damages. BakarisHost's maximum liability arising out of or related to provision of its services will not exceed the total amount of fees billed to Customer during the twelve (12) months preceding the claim.

BakarisHost will have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from:

1. other BakarisHost's Customers or third parties accessing Customer's data or assigned computers;
2. security breaches;
3. eavesdropping;
4. denial of service attacks;
5. interception of traffic sent or received using BakarisHost's service;
6. Customer's reliance on or use of the service;
7. mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation, or other failures of performance of the service;
8. the accuracy, completeness, and usefulness of the service; or
9. loss of data or loss of access to data.

BakarisHost's limitations and exclusions of liability apply equally to BakarisHost's officers, employees, agents, contractors, representatives, suppliers, subsidiaries, parents, and affiliated companies.