

Terms of Service & Acceptable Usage Policy

Hosting etc's Acceptable Use Policy is provided to give our customers and users a clear understanding of what Hosting etc expects of them while using the service. All users of Hosting etc's Internet services: those who access some of our services but do not have accounts, as well those who pay a service fee to subscribe to the services, must comply with this Acceptable Use Policy.

Use of Hosting etc's Services constitutes acceptance and agreement to Hosting etc's Acceptable Use Policy as well as Hosting etc's Terms of Service (TOS).

Important Notice: Refunds will be given at discretion of Hosting etc Management. In the event of a breach of the Acceptable Use Policy refunds will NOT be provided.

We support the uncensored flow of information and ideas over the Internet and do not actively monitor subscriber activity under normal circumstances. Similarly, we do not exercise editorial control over content of any website, e-mail transmission, newsgroups, or other material created or accessible over or through the services, except for certain proprietary Web sites. However, in accordance with our Terms of Service (TOS), we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy. Hosting etc may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Your violation of this AUP may result in the suspension or immediate termination of either your Hosting etc account or other actions as detailed in Section 3 without prior notice.

This document is intended to provide a basic understand of Hosting etc's Acceptable Use Policy. The following are guidelines for the establishment and enforcement of Hosting etc's Acceptable Use Policy:

- Ensure reliable service to our customers
- Ensure security and privacy of our systems and network, as well as the networks and systems of others
- Comply with existing laws
- Maintain our reputation as a responsible service provider
- Encourage responsible use of the Internet and discourage activities which reduce the usability and value of Internet services
- Preserve the value of Internet resources as a conduit for free expression and exchange of information
- Preserve the privacy and security of individual users

Hosting etc intends to provide its customers access to everything the Internet has to offer. While Hosting etc is firmly committed to the principles of free speech, certain activities that may be damaging to the resources of both the Hosting etc and the Internet and cannot be permitted under the guise of free speech. The resources of Hosting etc and the Internet are limited, and abuse of these resources by one user has a negative impact on the entire community.

We do not routinely monitor the activity of accounts except for measurements of system utilisation and the preparation of billing records. However, in our efforts to promote good citizenship within

the Internet community, we will respond appropriately if we become aware of inappropriate use of our service.

You may not use your virtual site to publish material, which Hosting etc determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

If a Hosting etc account is used to violate the Acceptable Use Policy or our Terms of Service, we reserve the right to terminate your service without notice. We prefer to advise customers of inappropriate behavior and any necessary corrective action, however, flagrant violations of the Acceptable Use Policy will result in immediate termination of service. Our failure to enforce this policy, for whatever reason, shall not be construed as a waiver of our right to do so at any time.

As a member of our network community, you must use your Internet access responsibly. If you have any questions regarding this policy, please contact us at abuse@hostingetc.com.

Violations of Hosting etc's Acceptable Use Policy

The following constitute violations of this AUP:

Illegal use: Hosting etc's services may not be used for illegal purposes, or in support of illegal activities. Hosting etc reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.

Harm to minors: Use of the Hosting etc's service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography.

Threats: Use of the Hosting etc's service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

Harassment: Use of the Hosting etc's service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.

Fraudulent activity: Use of Hosting etc's service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.

Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM) Use of the Hosting etc's service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending Hosting etc account.

You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational

announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.

Anyone hosting websites or services on Hosting etc's servers that support spammers or cause any of our IP addresses to be listed in any of the various Spam Databases will have their server immediately removed from our network. The server will not be reconnected until such time that you agree to remove all traces of the offending material immediately upon reconnection and agree to allow us access to the server to confirm that all material has been completely removed. Offenders will be charged at \$220/hour for repair of damages related to Spam and having IP addresses listed in any Spam database. Severe violations may result in immediate and permanent removal of the server from our network without notice to the customer. Any server guilty of a second violation will be immediately and permanently removed from our network without notice.

E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending Hosting etc account.

E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the Hosting etc's service is in violation of this AUP.

Usenet Spamming: Hosting etc has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.

Unauthorised access: Use of the Hosting etc's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Hosting etc's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data, is expressly prohibited and the offending Hosting etc account is subject to immediate termination.

Copyright, Intellectual Property or Trademark Infringement: Use of Hosting etc's service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, intellectual property, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorised transmittal of copyrighted software.

Torrents: We allow the hosting of torrent tracker sites for legal content only. Any host found to allow the tracking of copyright protected software applications or other data will face immediate suspension and account review. Please follow any request by copyright holders to remove links to downloadable files from your site. Ignoring these requests will only lead to them contacting our abuse department directly request immediate disconnection of your server. Hosting any kind of torrent services on a shared/reseller hosting account is prohibited.

Collection of personal data: Use of the Hosting etc's service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Network disruptions and unfriendly activity: Use of the Hosting etc's service for any activity which affects the ability of other people or systems to use Hosting etc's Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user. Interference with or disruption of other network users, services or equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner. Unauthorised entry and/or use of another company and/or individual's computer system will result in immediate account termination. Hosting etc will not tolerate any subscriber attempting to access the accounts of others, or penetrate security measures of other systems, whether or not the intrusion results in corruption or loss of data.

System Resources: Any one site found to be utilising in excess of 5% of the system resources at any given time shall be suspended. Web hosting accounts are not to be used for storage purposes. We reserve the right to terminate such account if we see fit.

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

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.

Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offence will result in the immediate termination of the offending account.

Inappropriate Use of Software: Use of software or any device that would facilitate a continued connection, i.e. ping, while using Hosting etc's services could result in suspension service.

Third Party Accountability: Hosting etc's subscribers will be held responsible and accountable for any activity by third parties, using their account that violates guidelines created within the Acceptable Use Policy.

Violation of Hosting etc's Services: It is absolutely forbidden to host illegal pornographic content whereas the subjects are under the age of majority, or IRC related services on shared hosting accounts. Shared hosting accounts found hosting this material will be subject to immediate cancellation without refund.

IRC networks: IRC in any form is strictly prohibited on our network, unless otherwise stated.

Game Servers: At this time we do not allow game server hosting on our network.

Security

You are responsible for any misuse of your account, even if the inappropriate activity was committed by a client, friend, family member, guest or employee. Therefore, you must take steps to ensure that others do not gain unauthorised access to your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorised access to another network or server.

Your password provides access to your account. It is your responsibility to keep your password secure.

Sharing your password and account access with unauthorised users is prohibited. You should take care to prevent others from using your account since you will be held responsible for such use.

Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You must adopt adequate security measures to prevent or minimise unauthorised use of your account.

You may not 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 you, logging into or making use of a server or account you are not expressly authorised to access, or probing the security of other networks. Use or distribution 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.

You may not attempt to interfere with service to any user, host or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to Overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. Hosting etc will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Network Performance

Hosting etc's virtual sites operate on shared resources. Excessive use or abuse of these shared network resources by one customer (eg. in excess of 5% CPU usage) may have a negative impact 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 prohibited 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 customers or the performances of Hosting etc's systems or networks. Hosting etc reserves the right to terminate or limit such activities.

Uptime Guarantee

If your shared or reseller server has network downtime that is not within the 99.9% uptime you may receive a pro-rated refund up to or equal of one month of service. Network downtime does not include planned maintenance. Approval of the credit is at the discretion of Hosting etc dependent upon justification provided. The uptime of a server is defined as the reported uptime by the server's operating system. To request a credit, please submit a support ticket. All requests must be made in writing via the Support Desk.

Hosting etc's staff members

Abuse of any kind in any communication between Client and Provider will not be tolerated. Provider reserves the right to Terminate Client Services for excessive abuse and the right to determine when to apply said Termination.

Billing, Refunds and Overdue Accounts

Payments to Hosting etc are on a subscription basis, rebilling will occur on the anniversary date of the subscription. Where applicable, Hosting etc will automatically attempt to deduct the payment on the due date.

All invoices must be paid on or before the due date, failure to do so may result in suspension or termination of the Clients account at Hosting etc. It is the Client's responsibility to know when the invoice is due, and to pay it by the due date. If a client holds multiple services with Hosting etc, this is considered a single account, and all services may be suspended due to an overdue invoice.

Any invoice that is overdue for 14 days or more will be charged an additional \$10 late fee. If Hosting etc fails to collect Clients debt at 30 days or past the invoice due date, we reserve the right to turn the account over to a third party (either a collections agency or solicitor) for further action. All costs incurred through the debt collection process are billable to the Client.

Refunds are provided at the discretion of Hosting etc management. Approved refunds will be posted on a pro-rated basis only. To be eligible for a refund cancellation notices must be provided at least 14 days prior to the end of the current billing cycle. Setup fees, Domain Registration Fees and SSL Certificates are non-refundable.

Accounts terminated due to a violation of the Terms of Service or Acceptable use policy are not eligible for refunds.

Server Disconnections

In the event of breach of Hosting etc's AUP by abuse or non-payment, customer must pay a reconnection fee of \$35/server.

Remote Hands

Remote hands are billed are charged at a rate of AU \$110/hour for basic support, and \$220/hour for advanced support.

Data Integrity

You use at your own risk, Hosting etc is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Hosting etc's servers.

Reporting Violations of Hosting etc's Acceptable Use Policy

Hosting etc requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@hostingetc.com.

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 different methods of providing the above information. Hosting etc may take any one or more of the following actions in response to complaints:

- Issue written or verbal warnings
- Suspend the Member's account
- Terminate 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

Account Cancellations

All shared and reseller account cancellations must be submitted 7 days before the next billing cycle. Dedicated server and all other account cancellations must be made 14 days before the next billing cycle, failure to do so will result in service being billed for an additional cycle. Cancellations must be submitted via writing in the Manage Account area or via email to support@hostingetc.com, failure to submit the cancellation via the Manage Account area or email will result in the cancellation not being processed. Cancellation requests must also include the domain name associated with the account if it is a shared or reseller account, and server IP address if it is a dedicated server. You may be contacted shortly after the submission of your cancellation request, you must respond to complete the cancellation process.

Special offers and Coupon Usage

Specials are applicable to new customers only unless otherwise stated.

Existing customers can take advantage of new customer specials when they upgrade their service. (applicable only to Linux and Windows VPS services)

Specials are not applicable to downgrades.

Multiple specials cannot be used in conjunction with each other; only one special can be applied per order.

Specials are applicable to the base product only.

Services that have been downgraded then upgraded to take advantage of specials will have the order voided.

Customers whom order multiple accounts can take advantage of new customer specials however they must maintain 2 or more of the same services at any one time to maintain the special offers.

Hosting etc reserves the right to cancel an order if they believe that a customer is trying to circumvent the system.

Hosting etc reserve the right to update and change specials at any time.

Revisions of the Acceptable Use Policy

Hosting etc reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) and our other policies and agreements at any time and in any manner.