

Hosting Terms & Conditions

1) We specifically exclude any warranty as to the accuracy or quality of information received by any person via the Server and in no event will we be liable for any loss or damage to any data stored on the Server. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server. You warrant to us that you will only use your assigned Web Site for lawful purposes. In particular, you further warrant and undertake to us that:

1.1 you will not, nor will you authorise or permit any other person to, use the Server in violation of any law or regulation;

1.2 you will not knowingly or recklessly post, link to or transmit any material:

a) that is unlawful, threatening, abusive, harmful, malicious, defamatory, violent or teaching violence, obscene, pornographic, profane or otherwise objectionable in any way;

or

b) containing a virus or other hostile computer program;

c) that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trade mark, copyright, other intellectual property rights or similar rights of any person under the laws of any jurisdiction; and

1.3 you will conform to the standards made available by us from time to time and will not yourself, and will ensure that none of your end users, make excessive or wasteful use of the Server to our detriment or that of our other customers. Ad image reserves the right to suspend your service at the time of service abuse prior notification, and to terminate after 3 events of suspension of the service as a result of ongoing lack of resolution of the issue associated.

2) You are responsible for sending mail in accordance with any relevant legislation, including but not limited to the Commonwealth Spam Act (2003) and for sending the same in a secure manner. We will take all reasonable steps to ensure accurate and prompt routing of messages but we will not accept any liability for non-receipt or mis-routing or any other failure of email. In the event of deliberate transmission of unsolicited commercial email (UCE), Ad Image reserves it right to terminate services without prior notification.

3) You warrant, undertake and agree that:

3.1 any transactions within your Web site which are contracts for the sale of goods or services will be between you as the merchant and your end-user customer and you agree that we may include an exclusion of our liability in respect of such purchases and transactions in such form as we deem appropriate;

3.2 the information contained within your Web site will comply with all applicable law, and codes of practice governing the use of Web sites and related services, including, without limitation, those laws and/or codes of practice governing distance selling and data protection from time to time in force;

3.3 you will keep secure any identification, password and other confidential information relating to your account and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information. Notwithstanding such notification you will be liable for any and all uses of your account (and Web site)

notwithstanding any fraudulent or improper use of your password or any other access to any of the facilities we offer which is not unauthorised use or access by us.

4) Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.

5) We do not warrant whatsoever that our virus protection services will stop every virus from reaching your computer network. We make no warranty that the service will be error free or free from interruption of failure, and the company expressly disclaims any express or implied warranty regarding system and/or service availability, accessibility, or performance.

6) You agree to accept additional charges for the transit of IP traffic above and beyond the amount specified as a limit in any Service plan. All excess data will be charged at the rate of 10c/MB to the nearest whole MB. These charges will fall due at the completion of the calendar month on normal trading terms of 14 days from invoice.

7) All hosting plans are subject to general resource and usage monitoring. The following usage items are expressly prohibited:

7.1) Any action or process that unreasonably consumes resources degrading the shared environment for other users is subject to review. This includes but is not limited to execution of scripts (PHP,ASP.NET,CGI/PERL, FTP, HTTP, database connections and the like).

7.2) Running standalone, automated server-side processes including, but not limited to any daemon.

7.3) Running any bit torrent application, tracker or client.

7.4) Participating in file sharing or other peer to peer sharing activity.

7.5) Executing any script for longer than 180 seconds.

7.6) Executing any database query that takes longer than 30 seconds to complete.

7.7) Specifying cron tasks that execute more frequently than every 300 seconds.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password.

8.) Cancellations and Refunds

Ad Image reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Customers may cancel at any time via email.

Cancellations requested after the initial 45 days will go into effect on the renewal date for that particular hosting package. Unless specifically requested, the account will remain active until the period expires. If the account is eligible, any request for a refund outside of the initial 45 day period will be given on a prorated basis with any previous extended term discount withheld. Refunds are to be determined once the account has been cancelled.

There are no refunds on dedicated servers, administrative fees, and install fees for custom software. Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

