



Hosting Terms of Service

In General

NetG8, wishes to provide our customers with a positive web hosting experience. To accomplish this, all customers need to follow the same rules and guidelines. These policies are intended to maintain NetG8's high quality level of services and make them available to all our customers on a fair, consistent and efficient basis.

By accepting web hosting services from NetG8, you acknowledge your acceptance to be bound by these terms and conditions. If you do not agree to these terms and conditions, please follow the steps described in Cancellation of Service below.

Web Site Content

NetG8 is not obligated to monitor the network for the purpose of examining customer's content. You hereby acknowledge that if we are made aware of content that is determined to be, in NetG8's sole discretion, unacceptable, undesirable, offensive, indecent, obscene, excessively violent or otherwise objectionable, NetG8 has the right, but not the obligation, to edit, remove or deny access to such content. NetG8 may disclose any content or records concerning customer's account as required to satisfy any legal requirement, regulation, government request or court order.

Pornography and sex-related merchandising are expressly prohibited on NetG8 servers. This includes implying sexual content, display of nudity, or any link to adult content anywhere else. This is also true for sites that promote illegal activity of any type or content that may be damaging to NetG8's servers or any other servers on the Internet. Links to such materials are also prohibited. In addition, the sale of or promoting bulk email services are not allowed. Non-acceptable content or links include but are not necessarily be limited to:

- Adult Content Sites - Any erotic or pornographic material, links to adult sites, or advertisements for adult sites.
- Pirated Software Sites (Warez) - Any software that is copyrighted and not freely available for distribution without cost; i.e. ROMs, ROM Emulators and MPEG Layer 3 files (MP3).
- Copyright Violations - Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer.
- Hacking/Phreaking - Includes sites with material, links, or resources for hacking, phreaking, viruses, anarchy, or any type of site that promotes or participates in willful harm to Internet sites or providers.

You understand that you must maintain your own copy of any content published on a NetG8 server and that NetG8 should never be used as any "master" or primary or critical copy of any content.

System Security

Customers may not use the NetG8 Networks to attempt in any way to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing any data not intended for the customer, logging into any server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, 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. NetG8 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. Users who violate system or network security may incur criminal or civil liability.

Use of CGI Scripts

NetG8 accounts come equipped with a pre-configured cgi-bin. Customers are free to use any CGI-scripts provided with their account or add any additional ones they require. If any CGI-scripts are deemed to be adversely affecting the server performance or the network integrity, they may be shut down without prior notice. CGI-script sharing with domains not hosted by NetG8 is not allowed.

Excessive Resource Usage

Any web site that uses an excessively high amount of server resources including but not limited to CPU time, memory, and network bandwidth will be given an option of either upgrading their service level or reducing the resource used to an acceptable level.

Bandwidth

NetG8 does not place restriction on bandwidth usage however it is expected that a fair usage policy applies. If you are found to be using excessive bandwidth then your account could be suspended or cancelled.

Any account that uses excessive amounts of bandwidth can and will be subjected to bandwidth throttling. Such will only occur during instances when hourly traffic exceeds 2% of the total monthly transfer allocation of the account, except in extreme circumstances (i.e. when the traffic seriously degrades other Subscribers' system use), where we retain the right to engage in emergency bandwidth throttling.

Background Processes. Any processes which potentially breach security or may otherwise disrupt network services can be terminated, and the associated account suspended, at NetG8's sole discretion, and without limiting the applicability of any other Terms of Service.

Programs Running in Background

Background programs are prohibited unless prior approval is received from NetG8. NetG8 will consider requests on a one for one basis. approved, extra charges will be assessed based on resource requirements or system maintenance.

Spamming Not Permitted

You must not use any NetG8 Network, NetG8's equipment or any NetG8 email address in connection with the transmission of spam, flames, mail bombs, or substantially similar, unsolicited email messages. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. This shall include the sending of unsolicited mass mailings from any other service that in any way implicates the use of the NetG8 Network, NetG8 equipment or any NetG8 email address. A message is considered to be unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not requested or invited the message. Simply making one's email address accessible to the public will not constitute a request or invitation to receive messages, for purposes of enforcing this provision.

When any customer is found to have been engaged in spamming in violation of this agreement, NetG8 reserves the right to disable that customer's web site without warning. In addition, NetG8 may impose a \$200 penalty for each spam policy violation. NetG8 solely reserves the right to refuse or cancel service to spammers. NetG8 reserves the right to determine what violates this policy. As such, any violation may result in cancellation of services without refund.

Copyrights and Infringement

Material available to you when using NetG8's services may be subject to protection under copyright laws, or laws protecting trademarks, trade secrets and/or proprietary information. Except when expressly permitted by the owner of such copyrights, you must not use the NetG8 Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, that you access or receive through the NetG8 Network. If you use a domain name in connection with the NetG8 Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Defamation Prohibited

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

Refusal of Service

NetG8 reserves the right at its sole discretion to refuse or cancel service. Violation of any of NetG8's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded.

Website Content**Maintenance**

We may perform scheduled or unscheduled maintenance to our servers and other equipment from time to time. We will use reasonable endeavours to minimise any disruption to the Hosting Services as a result of any such maintenance.

Fees

Fees means the fees for the Hosting Services as agreed at the time of you placing your Order, as may be amended or increased from time to time in accordance with this Agreement. You must pay the Fees to us, without any set off and free and clear of and without deduction or withholding for or on account of tax. If any tax is payable, the amount payable by you in respect of which such deduction or withholding is required to be made shall be increased to ensure that we receive the amount of Fees to which we would have been entitled had no deduction or withholding been made. Late payments may be subject to a late payment charge at a rate of 5% per month, compounded monthly, to the extent permitted by law. Without prejudice to our other rights and remedies, in the event that you fail to pay sums due under this Agreement by 30 days after the due date, we may suspend the provision of the Hosting Services. Upon such suspension, we will charge you a reactivation fee of \$85 for reinstatement of the Hosting Services.

Cancellation of Service

Domain Name Registrations:

Once a domain name is registered it cannot be cancelled Therefore we are not able to cancel and refund the domain name registration or renewal.

Web Hosting Services:

Subject to any refund of Fees as specified in this clause, in the event of cancellation by you of Hosting Services, you must pay to us immediately upon such termination all Fees and charges due and payable under this Agreement, and a proportionate amount of any Fees and charges for the period up to and including the date of cancellation, in respect of which the Fees and charges are not yet due and payable. Upon cancellation or termination of the Hosting Services and/or this Agreement, all licences and rights granted by us immediately cease, and we will discontinue your access to and the provision to you of the Hosting Services. The parties will make such arrangements as may be necessary for you to obtain the Content.

Cancellation of Addons and Upgrades:

Once these services have been setup by NetG8 staff, they cannot be refunded in part or full.

NetG8 to be Held Harmless

Customer agrees that it will protect, indemnify, save and hold NetG8, harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable legal fees assessed against NetG8, its agents, customers, officers, employees and administration that may arise or result from any service provided or performed or agreed to be performed or any product sold by its customers, agents, employees or assigns. Customer agrees to defend, indemnify and hold NetG8, harmless against liabilities arising out of;

1. any injury to person or property caused by any products sold or distributed in association with NetG8 Services;
2. any material furnished by customer infringing or allegedly infringing on the proprietary rights of a third party;
3. copyright violation and any defective products sold to a customer from NetG8 Services.

Disclaimer

NetG8 will not be responsible for any damages your business may suffer. NetG8 makes no warranties of any kind, expressed or implied for services we provide. NetG8 disclaims any warranty or merchantability or fitness for a particular purpose. This includes data loss resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions of any kind caused by NetG8 and its employees. NetG8 reserves the right to amend or update these policies without notice. Failure to follow any terms and conditions may result in account deactivation.

NetG8 furthermore expects that its customers who resell our Internet services to others will fully comply with all applicable laws concerning the privacy of on-line communications. A customer's failure to comply with those laws will violate this policy. Finally, NetG8 wishes to emphasize that in accepting services, customers indemnify NetG8 for the violation of any law or NetG8 policy, that results in loss to NetG8 or the bringing of any claim against NetG8. This means that if NetG8 is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against NetG8, plus costs and reasonable legal fees.

Should any portion of this Terms of Use Agreement be found to be in violation of any law in any locality, then this agreement shall be deemed to be modified only to the extent necessary to be considered legal and enforceable in such locality only.