

Acceptable Usage Policy

Content:

All services provided by HostingMate may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal, State or City law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene or material protected by trade secret and other statute, and invasion of privacy. The subscriber agrees to indemnify and hold harmless HostingMate from any claims resulting from the use of the service which damages the subscriber or any other party.

All pornographic content and sex-related merchandising is prohibited on all HostingMate servers. This includes sites that may infer sexual content or links to adult content elsewhere. HostingMate.com will be the sole arbiter in determining violations of this provision.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to HostingMate servers or any other server on the Internet. Links to such materials are also prohibited. Examples of unacceptable content or links:

- * Pirated software
- * Hacker programs or archives
- * Warez sites
- * Eggdrop or derivatives

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

Commercial Advertising - Email:

Spamming, or the sending of unsolicited email, from a HostingMate server or using an email address or domain that is maintained on an HostingMate machine as reference is STRICTLY prohibited. HostingMate will be the sole arbiter as to what constitutes a violation of this provision. Sites that are found to be spamming, or users that have been found to have uploaded any script to a HostingMate server that is utilized for the purpose of sending out bulk email will be removed immediately, without prior notice.

Misuse of System Resources:

Any attempt to undermine or cause harm to a server, or customer, of HostingMate is strictly prohibited. This includes, but is not limited to: using programs that consume excessive CPU time; allowing the use of mail services, mail forwarding capabilities, or autoresponders other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers for backup of files unrelated to the web site of the account; or resale or remote access to CGI scripts installed on our servers. No IRC related software is permitted on our servers. This includes servers, bots, bouncers, or any other software that is used for the purpose of creating, maintaining, or providing access to IRC servers or channels. Accounts that are found to have such software uploaded to their web space are subject to immediate suspension and/or termination without notice.

Cancellation:

Cancellation can be made via email through the contact us form. Although no notice is required, and there is no cancellation fee, all fees paid for service up to the notice of cancellation are non-refundable. If cancellation is made within the first 30 days of service all hosting fees will be refunded. This does not include fees for domain registration.

Suspension:

Activity which results in a suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account may be grounds for suspension.

Refusal of Service:

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

All sub-networks, hosting sites and dedicated servers of HostingMate must adhere to the above policies.

Failure to follow any term or condition will be grounds for immediate account deactivation.

Indemnification Policy:

You agree to use all HostingMate.com services and facilities at your own risk. HostingMate.com specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall HostingMate.com be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold HostingMate.com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against

HostingMate.com Hosting, 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, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless HostingMate against liabilities arising out of:

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

HostingMate shall be the sole judge of what violates this Policy.

HostingMate does not host sites of its competitors or web pages promoting sites of its competitors.

Any illegal activity, including adult content, links to adult content web sites, spamming or hacking will result in your site being shut down and all your files deleted without warning.

HostingMate.com will be the sole arbiter as to what constitutes a violation of this provision.

Scripts Policy:

Each account comes with the ability to run scripts, either through cgi-bin or via PHP. You are free to use any CGI scripts you wish, however we reserve the right to disable any script that effects normal server operation or service to other HostingMate.com customers.

Chat Policy:

HostingMate allows only those chat rooms that do not run on our servers. You can however link your site to a chat provider. An example of a chat providers is: www.livesupport.biz and the chat script found in your control panel.

Subhosting Policy:

Subhosting (hosting more than one web site with a single HostingMate.com user account) is not permitted on HostingMate.com servers. We do, however, allow sub-domain accounts.

Traffic Policy:

HostingMate.com allows for very generous traffic, and most sites never exceed 1000MB per month, unless they offer shareware, sound, video, image and multimedia archives, are mirror sites or any site whose primary purpose is file distribution. HostingMate.com customers are discouraged from storing any files that cause excessive traffic on HostingMate.com servers. Please contact the HostingMate.com Technical Support team for more information. Again, 99% of the sites do not fall into this category and never reach their traffic limits

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law.

Any deliberate attempt to cause damage to HostingMate.com or any other Internet servers will result in immediate account deactivation without prior notice. No refund is given in this case.

We will not host web sites containing adult material.

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$10.00 for each gig of traffic exceeded. You will be charged for bandwidth that you use beyond our generous data transfer limits without prior notification. You can monitor your bandwidth usage at anytime in your Control Panel.