

## End User License Agreement

The following End User License Agreement ("EULA") represents the contractual conditions between you ("Subscriber") and NAME, Address (the "Company") for the use of services including documents and materials produced by the Company.

### 1. General

Hosting plans are intended for the subscriber's use only. Subscriber may not sublet, sublease, subhost, or give away any portion of the resources to anyone other than the subscriber. Examples include: creating sub-accounts for other people (for profit or otherwise), hosting of multiple commercial or non-commercial entities that are not directly owned by the customer, resale of sub-accounts, etc. Doing so will result in immediate account termination.

### 2. Content

All services provided by the Company are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any local or international law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material that jeopardizes national security, or material protected by trade secret or other laws. The subscriber agrees to indemnify and hold harmless the Company, from any claims resulting from the subscriber's use of the Company's services which damages the subscriber or any other party.

Note: Pornography and sex related merchandising are prohibited on any of the Company's hosting accounts. This includes sites that may imply sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to the Company servers or any other server on the Internet. Links to such materials are also prohibited.

Examples of prohibited content (i.e. in the form of website material, domain names, or links) include, but are not limited to, the following:

- IRC software
- Pirated software
- Hacking sites, programs or archives
- Warez sites
- Phishing sites

- Distribution of music files or any other material in which the account holder does not own the copyright.
- Adult sites
- Pharmaceuticals/Drug Sites
- Game Servers (dedicated game server programs)

The Company will be the sole arbiter as to what constitutes a violation of this provision. Content that does not meet these standards will be removed without prior notice to the Subscriber.

The responsibility for ensuring compliance to illegal or unlawful activities rests primarily with the Subscriber. The Company will not, as a standard practice, monitor its subscribers to ensure that they comply with this policy or any applicable laws. However, when the Company becomes aware of these activities, action may be taken to suppress these activities, including but not limited to, removing the information, shutting down an account or website, or any other action deemed appropriate.

The Company reserves the right to directly take action against a customer of a subscriber in violation of these policies. The Company also reserves the right to take action against the Subscriber because of activities of a customer of the Subscriber. Any of the Company's subscribers will cooperate with the Company in any corrective or preventive action that the Company deems necessary. Failure to do so is a violation of the Company's policy.

From a security standpoint, the Company recommends that all its subscribers assume that all of their online communications are inherently insecure and take steps to enforce the security of information transmitted. The Company cannot take any responsibility for the security of information transmitted using the Company's facilities.

The Company will not monitor the content of electronic messages sent or received by its subscribers unless required by law, government authority, or when public safety is at stake. To maintain the operation of the Company's networks, and to comply with public safety, court orders, subpoenas, summons, discovery requests, warrants, statutes, regulations, or government requests, the Company may disclose information, including but not limited to, information concerning a Subscriber, a transmission made using our network, or a web site residing on our servers. The Company assumes no obligation to inform the Subscriber that this information has been provided, and in some cases may be prohibited by law from giving such notice.

The Company expects that its subscribers who provide Internet services to others have to comply fully with all applicable laws. A subscriber's failure to comply with any laws will violate the Company's policy. In subscribing to services from the Company, subscribers indemnify the Company for any violation of the service agreement, law, or policy, that results in loss to the Company or the bringing of any claim against the Company by any third-party. This means that if the Company is sued because of a Subscriber's activity or customer of a Subscriber's activity, the Subscriber will pay any damages awarded against the Company, plus costs and reasonable attorneys' fees.

To report cases of prohibited content, please contact the Company, and an investigation will be conducted. Account holders in violation of any local or international law will not be condoned and will be shut down.

### **3. Resource-intensive Scripts**

Any website or scripts that utilises a higher than accepted amount of server resources (such as, but not limited to, CPU cycles, RAM usage, and network resources) will be given the option to reduce the resource utilisation to an acceptable level, or upgrade its web hosting service to a higher plan that can accommodate the server resource usage. Websites or scripts constantly found abusing common server resources will be suspended and/or terminated. Resource-intensive scripts such as Magento (as per Magento's developer's advice), PennyAuction, GroupBuy are not allowed to be run in a shared hosting environment.

### **4. Housing of any of the following files is considered a violation of the terms of service:**

IRC - The Company currently does not allow IRC, Egg Drops, BNC, or IRC bots to be operated on the Company's servers or network. Files with references to IRC or any likeness thereof are prohibited. Also any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies - The Company does not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

PortScanning - The Company does not allow any kind of portscanning to be done on or from the Company's servers or network.

ShoutCast Servers - The Company do not allow Shoutcast Servers due to bandwidth and load issues.

Background Running Programs – Subscribers shall request permission before enabling persistent background processes of substantial load. Unauthorized background processes shall result in immediate termination of the account. The Company maintains the right to cancel accounts at its discretion.

PHP Shell - PHP Shells or any likeness thereof are prohibited. Files with any reference to PHP Shells or likeness thereof are prohibited.

#### **4. Commercial Advertising (Email)**

Spamming, i.e. the sending of unsolicited email, from any of the Company's server or any server located on the Company's network is STRICTLY prohibited. The Company will be the sole arbiter as to what constitutes a violation of this provision. This also includes Optin Optout mail programs and mail that either directly or indirectly references a domain contained within an account at the Company.

Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by the Company customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to or from any Vodien-hosted domain, or referencing any the Company account, is prohibited.

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this EULA or the EULA of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of ping, flooding, mail-bombing, denial of service attacks is prohibited.

Email address cultivating, or any unauthorized collecting of email addresses without prior notification of the email address owner is strictly prohibited.

Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org](http://www.spamhaus.org) is prohibited.

#### **5. Server Abuse**

Any attempts to undermine or cause harm to any of the Company's servers or Subscriber of the Company is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
- Interfering with, intercepting or expropriating any system, data or information
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

You will be held responsible for all actions performed by your account whether it be done by you or by others.

All sub-networks of the Company and all Subscribers must adhere to the above policies.

## **6. Scheduled Maintenance and Downtime**

The Company will use its commercially reasonable efforts to provide services 24 hours a day, 7 days a week. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond the Company's control or which are not reasonably foreseeable by the Company, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. The Company will provide at least 48 hours advance notice to the subscriber for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. The Company has no responsibility for downtime resulting from a Subscriber's actions.

## **7. Backups**

All backup services are merely provided as a convenience to clients and the Company will not accept any liability for any loss of data. All Subscribers are urged to perform their own backups regularly, and perform backups before any major change to their websites.

#### **8. Limitations on Email**

Sending mass emails (more than 200 email addresses per hour) on any hosting accounts may cause emails to be lost or sent unsuccessfully because of the shared usage of email resources.

#### **9. Limitations on Use (Server resources / Bandwidth / Email)**

Any account using 15% or more of the server CPU or memory can be suspended and/or terminated.

#### **10. Fair use on Bandwidth / Data Transfer**

The Company does not set arbitrary limits on the exact amount of resources a Subscriber can use. In good faith and subject to these Terms, the Subscriber makes every commercially-reasonable effort to provide its Subscribers with the resources needed to power their web sites successfully, as long as the Subscriber's usage complies with these Terms. By not setting arbitrary limits on resources, the Company is able to provide simple, consistent pricing to Subscribers for their websites.

In order to ensure a consistent and quality experience for all Subscribers, the Company has automated safeguards in place to protect against any one website from consuming too many resources, and adversely impacting the other. The Company will not allow the actions of a single or several Subscribers to unfairly or adversely impact the service experienced by other Subscribers.

The Company's hosting service hosts multiple Subscriber web sites and email services from the same server, and allow them to share server resources. The Company's service is designed to meet the typical needs of individuals and small business website Subscribers. It is NOT intended to support the sustained high demands of large enterprises, international businesses, or non-typical applications better suited to a dedicated server.

The Company does not set arbitrary limits on the exact amount of traffic a website can receive or on the amount of content a Subscriber can upload to his/her/its website in a given month, as long as the Subscriber's use of the Services complies with these Terms. In most cases, a Subscriber's web site will be able to support as much traffic as the Subscriber can legitimately acquire. However, the Company reserves the right to limit processor time, bandwidth, processes, memory, or number of files, in cases where it is necessary to prevent other Subscribers from being negatively affected.

To prevent excessive bandwidth usage in a shared environment, and to maintain the quality of data transfer rates for each shared hosting customer, certain heavy bandwidth-intensive sites are discouraged, such as, but not limited to, the following: file sharing (music, video, etc), game servers, etc. Bandwidth usage is checked daily, and successive abusers will be required to upgrade their plans, or failing that, may be subjected to immediate account suspension.

## **11. Domain Names**

Domain Name Transfers: the Company shall not be held responsible for domain transfers. The Subscriber is responsible for completing any necessary domain name transfers.

## **12. Courtesy Services**

All services such as backup and Cpanel are provided for the courtesy of the Subscriber. It is the sole responsibility of the Subscriber to maintain the Subscriber's own backup of any data. The Company is not responsible for lost data or for lost data due to third party software that is not maintained by the Company. (Cpanel is not associated with the Company)

## **13. Non-disclosure of Confidential Information**

The Company agrees not to use any Proprietary or Confidential Information ("Confidential Information") disclosed to it by the customer for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, maintaining and troubleshooting the Subscriber's account.

Confidential Information includes, but not limited to, login information, passwords, files, databases (including, but not limited to, products, services, and customers), web designs, configuration information, or financial information of the customer.

#### **14. Service Level Agreement (SLA)**

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

Circumstances beyond the Company's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA

- Failure of access circuits to the Company's network, unless such failure is caused solely by the Company
- Scheduled maintenance and emergency maintenance and upgrades
- DNS issues outside the direct control of the Company
- Issues with setup of services e.g. FTP, POP, IMAP, or SMTP
- False SLA breaches reported as a result of outages or errors of any of the Company's measurement system
- Subscriber's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the Company's EULA
- Subscriber's software causing a unreasonably high level of server resource usage
- E-mail or webmail delivery and transmission
- DNS (Domain Name Server) Propagation
- Outages elsewhere on the Internet that hinder access to your account. The Company is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

#### **15. Limitation of Damages**

Recovery of damages from the Company may not exceed the amount of fees it has collected on the account.

## **16. General**

EULA terms are subject to change without any prior notification. Anything not listed in the EULA is open to interpretation and change by the Company management without prior notice. This EULA is a legally binding contract between the Subscriber and the Company. By opening an account, the Subscriber agrees to the above-stated terms.

All prices are non-refundable and non-negotiable.

Any violation of these Terms of Service will result in termination of the Subscriber's account. The Company maintains the right to terminate accounts without prior notification.

We reserve the right to remove any account with 15 days prior notice via email or by other means.

The above stated Terms are correct as of 11 Oct 2013.