

# Web Hosting - Terms & Conditions

## Web Hosting

### In General

CM Internet, 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 CM Internet'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 CM Internet, 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

CM Internet 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 CM Internet's sole discretion, unacceptable, undesirable, offensive, indecent, obscene, excessively violent or otherwise objectionable, CM Internet has the right, but not the obligation, to edit, remove or deny access to such content. CM Internet 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 CM Internet 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 CM Internet'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.

### System Security

Customers may not use the CM Internet 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. CM Internet 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**

CM Internet 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 CM Internet 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.

### **Programs Running in Background**

Background programs are prohibited unless prior approval is received from CM Internet. CM Internet 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 CM Internet Network, CM Internet's equipment or any CM Internet 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 CM Internet Network, CM Internet equipment or any CM Internet 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, CM Internet reserves the right to disable that customer's web site without warning. In addition, CM Internet may impose a \$200 penalty for each spam policy violation. CM Internet solely reserves the right to refuse or cancel service to spammers. CM Internet 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 CM Internet'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 CM Internet 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 CM Internet Network. If you use a domain name in connection with the CM Internet 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**

CM Internet reserves the right at its sole discretion to refuse or cancel service. Violation of any of CM Internet's Rules and Regulations could result in a warning, suspension, or possible account termination. Accounts terminated due to policy violations will not be refunded including during the 30 Day money back guarantee period.

### **Cancellation of Service**

To cancel services within your 30 day guarantee, you must email [support@cmi.net.au](mailto:support@cmi.net.au) from an email address furnished by you when ordering your site.

We cannot accept cancellation requests over the phone. Cancellation cannot be done for domain names. If domain name is offered free as part of the hosting package and the package is canceled the refund will include the package price minus the domain name price.

### **CM Internet to be Held Harmless**

Customer agrees that it will protect, indemnify, save and hold CM Internet, harmless from any and all stipulations, liabilities, losses, expenses and claims, as well as reasonable legal fees assessed against CM Internet, 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 it's customers, agents, employees or assigns. Customer agrees to defend, indemnify and hold CM Internet, harmless against liabilities arising out of;

1. any injury to person or property caused by any products sold or distributed in association with CM Internet 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 CM Internet Services.

### **Disclaimer**

CM Internet will not be responsible for any damages your business may suffer. CM Internet makes no warranties of any kind, expressed or implied for services we provide. CM Internet 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 CM Internet and its employees. CM Internet reserves the right to amend or update these policies without notice. Failure to

follow any terms and conditions may result in account deactivation.

CM Internet 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, CM Internet wishes to emphasise that in accepting services, customers indemnify CM Internet for the violation of any law or CM Internet policy, that results in loss to CM Internet or the bringing of any claim against CM Internet. This means that if CM Internet is sued because of activities of the customer that violate any law, or this policy, the customer will pay any damages awarded against CM Internet, 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.