

TERMS AND CONDITIONS ACCEPTABLE USE POLICY (AUP) FOR HOSTING

This Customweb Acceptable Use Policy ("AUP") describe the proper kinds of conduct and prohibited uses of Customweb's hosting services (the "Services"). This AUP is not exhaustive and Customweb reserves the right to modify this AUP at any time, effective upon posting of the modified AUP at <http://www.customweb.com.au>. By registering for and using the Services, and thereby accepting the terms and conditions of this AUP, you agree to abide by these conditions as modified from time to time. Any violation of the AUP may result in the suspension or termination of your account or such other action as Customweb deems appropriate.

IMPORTANT NOTE - Customweb has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE. No refunds or fees paid will be made if account termination is due to violation of the terms outlined below.

Server Abuse

Any attempt to undermine or cause harm to a server, or customer, of Customweb is strictly prohibited.

Unauthorized use of other people's accounts or computers Customweb will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc. Any unauthorized use of accounts or computers by a Customweb customer, whether or not the attacked account or computer belongs to Customweb, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Customers may not run IRC, bots or clients on shared servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing, unsolicited emailings, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by Customweb to be unacceptable use of Customweb's services including abuse of server resources.

All hosting accounts may be terminated that include the following content or which have links to the following content:

- Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
- Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- Displaying material that exploits children under 18 years of age.
- Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

Unsolicited Email (Spam)

Unsolicited commercial advertisements (spam) are not allowed in e-mail, and will likely result in account cancellation.

Customweb takes a zero-tolerance approach to spam originating from our servers or for spam advertising of domains hosted on our servers.

The following activities are not allowed:

- Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from your domain.
- Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account cancellation. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.
- Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
- Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and subject to demand for removal or account cancellation.

NOTE: If you use the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a web site hosted by or through Customweb (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through our servers.

PENALTY: Depending on the severity of your SPAMMING, Customweb reserves the right to charge you between \$1.00 - \$100.00 PER SPAM sent through our network. Your web site content will also be confiscated and it will be NEVER returned to you

GI Scripts

Each shared Unix web hosting account comes with its own cgi-bin, in which you are free to use any* CGI scripts you wish.

*See the Server Resource Abuse section.

Server Resource Abuse

Shared server accounts are limited in use of the amount of server resources. Shared server resource abuse includes any process or service usage that affects normal shared server operation, resources or connectivity, and which causes a server to become overloaded. Shared server resources include CPU and memory usage, number of concurrent processes, number of concurrent port or database connections and total bandwidth. Customweb will be the sole arbiter as to what constitutes a violation of this provision. Possible causes of server resource abuse include, but are not limited to, the use of: CGI, Perl, Sendmail, mySQL, MSSQL, PHP, ASP, COLDFUSION,

HTTP, SMTP, POP3 and FTP. Shared server accounts are NOT allowed to send more than 2000 emails per day. If server resource abuse is detected, possible actions include, but are not limited to: disabling of the offending script or scripts, disabling of the specific service, disabling of the entire account or account cancellation. If server overload is a result of server resource abuse, these actions will be taken without prior notice or warning.

Banned Scripts / Software

The following scripts, services and software are not permitted on our servers. Both Unix and Windows based scripts.

- Ikonboard (all versions)
- UltimateBBS (all versions)
- Egg Drops
- psybnc (all versions)
- Proxy Servers
- nph-proxy
- Greymatter
- The Anonymizer
- All soap mailers
- bnc
- guardservices
- ptlink
- BitchX

We do not allow clients to install their own chat rooms within a shared hosting account, without approving it with the Customweb Support Team. Most chat rooms tend to be large system hogs and we cannot allow it as an account option. Note: Parachat chat rooms do not apply to this rule. They are perfectly fine to install. We do not allow clients to send more than 2000 pieces of e-mail per day from a shared hosting account. If you do send more than 2000 pieces of e-mail per day, your account will be placed on hold for Network Abuse. If you are sending legitimate e-mails and they total more than 2000 per day your account will be moved to a special server that is specifically designed to handle high volumes of e-mail. You will be charged \$50.00/month in addition to your regular hosting charges if your account is moved to this server. Please contact info@customweb.com.au to have your domain moved.

Background Running Programs

We may allow programs to run continually in the background. These are considered on a one-to-one basis and an extra charge may be incurred based on system resources used and operational maintenance needed.

IRC

We currently do not allow IRC clients or IRC bots to be operated on any of our servers. In addition, IRC servers are not permitted on our network. Anyone found to be in violation of this policy risks immediate account termination.

Excessive Use/Overages

You will not exceed the bandwidth, storage and E-mail usage limits outlined by your particular web hosting package. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, Customweb may, in its sole discretion, assess you with additional charges. If Customweb elects to take any corrective action, Customweb will not refund any unused pre-paid fees. Your use of your account and access to it is your responsibility. You are responsible for any unauthorized access to your account resulting in bandwidth, storage and/or E-mail usage exceeding the limits outlined in your particular web hosting package specifications and resultant charges. Bandwidth overages are currently billed at \$2 per 1GB per month. Disk space overages are currently billed at \$1.50 per 250MB per month.

Payment Policies

All accounts are set up on a pre-pay basis. If there are a setup fees charged, they are non-refundable. All pricing is guaranteed for the term of pre-payment. Customweb reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Customweb at info@customweb.com.au to request for termination of services. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Customweb) shall be paid by Customer. Customweb accepts paper checks from customers for payment of web hosting services and fees associated with your account. However, there will be a \$5.00 per check processing fee for each customer paying by check.

Cancellation

Customweb reserves the right to cancel service at any time. All fees paid in advance of cancellation will be pro-rated and paid by Customweb if Customweb institutes its right of cancellation. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)

Any unreasonable chargeback will be deemed as breach of contract and this will attract a minimum of AU\$50 admin fee for settlement of the chargeback. You must contact us for any dispute in cancellation or payment issue instead of doing a unilateral chargeback request from your bank.

Liability and Obligations on Cancellation

If the Agreement expires or is cancelled for any reason, Customweb is not liable to you because of the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate this Agreement, Customweb will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to Customweb under this Agreement.

Material and Product Requirements

You must ensure that all material and data placed on Customweb equipment is in a

condition that is "server-ready," which is in a form requiring no additional manipulation by Customweb. Customweb will make no effort to validate any of this information for content, correctness or usability. If your material is not "server-ready", Customweb may reject this material. Customweb will notify you of its refusal of the material and afford you the opportunity to modify the material to satisfy Customweb's requirements. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. Customweb does not provide this knowledge or customer support outside of the Services.

Intellectual Property Rights

Material accessible to you through Customweb's services may be subject to protection under the Australia, United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use Customweb or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the Customweb network. If you use a domain name in connection with Customweb or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Network Security

Customers may not use the Customweb network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a 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. Customweb 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. You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Customweb will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Customweb or any of its other customers.

Electronic Commerce

You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libelous or otherwise illegal. You will be solely responsible for the final

calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from.

You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

Static / Dynamic Content Caching

You expressly (i) grant to Customweb a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by Customweb under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

Torturous Conduct

Any abuse towards any Customweb group or Customweb Pty Ltd employees will not be tolerated. You are expected to request and respond to support and other issues in a professional manner, when emailing Customweb or utilizing the Ticket Desk Support System, refrain from using caps, exclamation points, and other forms of written yelling. Any cursing, yelling, or further intentional disruptive behavior aimed at Customweb group or Customweb Pty Ltd or its employees shall be considered a violation of this TOS.

Any threat; whether verbally, orally, written, or delivered by second parties directed towards Customweb group or Customweb Pty Ltd or any of its employees, partners, equipment, and concerns shall be construed as a violation of this TOS. Any conduct viewed as violating this section shall be considered a violation of this TOS.

Customweb group or Customweb Pty Ltd will be the sole arbitrator in regards to what is deemed a violation.

No refunds shall be given when the contents of this section necessitates removal of the account.

IP Address Ownership

Customweb shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by Customweb and Customweb reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

Domain Name Registration

Customer agrees to pay Customweb prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the Customweb price schedule for the initial registration of the domain name and, should Customer choose to renew the registration, subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if Customer's domain name registration is suspended, cancelled or transferred prior to the end of Customer's then current registration term. Customweb reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until we receive actual payment of the registration fee, and have confirmed Customer's registration in an email from Customweb to the email address indicated in Customer's registration application. In the event of a charge-back by a credit card company (or similar action by another payment provider allowed by Customweb) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and

acknowledges that the domain name registration shall be transferred to Customweb as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. Customweb will reinstate Customer's domain name registration solely at Customweb's discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

Lawful Purpose

Customweb reserves the right to refuse service to anyone. Customers may only use Customweb server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Customweb management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in New South Wales, Australia and any dispute will be litigated or arbitrated in New South Wales, Australia. Customer further waives all objections to venue or jurisdiction and acknowledges that venue and jurisdiction in any such litigation will be held in New South Wales Courts. IN NO EVENT SHALL Customweb's MAXIMUM LIABILITY EXCEED THREE HUNDRED (\$300.00) DOLLARS.

Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD Customweb HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST Customweb, 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 Customweb AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH Customweb'S SERVER; (2) ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM Customweb'S SERVER.

Disclaimer

Customweb WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOUR BUSINESS MAY SUFFER. Customweb MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. Customweb DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND

ALL SERVICE INTERRUPTIONS CAUSED BY Customweb AND ITS EMPLOYEES. Customweb RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. ALL SUB-NETWORKS, RESELLERS AND DEDICATED SERVERS OF Customweb MUST ADHERE TO THE ABOVE POLICIES. FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.