

Shared Hosting Policy & Service Guidelines

Rainbow Works Pty Ltd provides web hosting to clients on shared servers that host thousands of sites.

We have a responsibility to protect each client and to provide the best services available, and to comply with a range of legal and contractual obligations and obligations to our technology service providers.

The following guidelines were designed to ensure these obligations are met.

TRAFFIC RESTRICTIONS:

None of our packages come with unlimited bandwidth.

Our packages are all designed to allow for bandwidth maximums, each dependent upon the package that you have chosen for your domain. Bandwidth count is reset at the end of each month.

When your site/s exceed bandwidth parameters, we monitor bandwidth usage and adjust your billing histories accordingly. All bandwidth allowance are extremely generous.

When we find a domain has exceeded their bandwidth allotment, we charge \$3.50 per GB of overage fees per month to the client's account.

However, if the cost for excess bandwidth is more than the difference between the price you pay for your package, and the cost of an upgraded package with bandwidth allotments that would place you within that account packages parameters, we will upgrade your account to that package retroactively instead of charging bandwidth fees.

You will be allowed to downgrade if your traffic stays below the original package's bandwidth level for one quarter.

STORAGE RESTRICTIONS:

Email accounts **should not be used for permanent storage of email**, and must be cleared periodically.

DO NOT click the "leave mail on server" box found in many popular email clients.

DO NOT let mail pile up on the servers.

If you are significantly over quota, Rainbow Works will upgrade your account to the next level to bring you back into compliance.

CPU/MEMORY/MySQL RESTRICTIONS:

Should your account utilize an excessive amount of server resources (including, but not limited to, CPU processing percentage, memory usage, and MySQL) in a huge, above average spike or for a **sustained period of time**, we reserve the right to request that you either upgrade your web hosting service package or reduce your account's use of resources to an acceptable level.

High CPU load/Memory/MySQL is defined as a spike over X% of CPU Resources, or of using an average of more than X% of the server processor in a 24 hour period beginning and ending at midnight, as determined by our server.

Current Packages:

	Brochure	Basic	Business	Enterprise
CPU Peak Quota	15%	20%	25%	30%
CPU Daily Quota	.5 %	1%	2%	3%
Memory Quota	.5 %	1%	2%	3%

If resource usage for any of these defined resources falls into another account level for more than 4 out of any 7 days period and you do not respond to our emails, we will charge \$6.50 per month per total percentage point over your allotment to cover excessive resource costs.

Resource usage averages over 10% are charged in weekly fees based on the 7 days average, and not monthly.

Excessive Resource usage that puts the server in imminent harm or imminently negatively affects services and resources for other clients may cause the site to be temporarily suspended or terminated.

FORWARDING RESTRICTIONS:

Forwarding email off the server to your ISP is prohibited.

You may only use forwarding to forward email to email addresses within the server itself, or to a repository email account on the server which can then pull the email off of the server via POP or IMAP.

MASS-MAILING RESTRICTIONS:

Sending mass unsolicited email is considered spam.

Unsolicited email is defined as email sent to a recipient who has not **double-opted** in to mailings from the Customer.

An acceptable mailing list will be focused at a targeted audience that has voluntarily signed up for e-mail information using a double opt-in process or that has made their e-mail address available to Customer for distribution of information. The list must also allow for automatic removal by all end Customers with non-distribution in the future.

Senders of mass mailings must maintain complete and accurate records of all opt-ins, including the email and its headers if applicable, and provide such records to Rainbow Works upon request. If positive and verifiable proof of opt-in cannot be provided, complaints from recipients of the mailing are considered proof they did not subscribe and the mailing is unsolicited.

Our mass mailing rules also apply to mailing lists, list servers, or mailing services contracted for by Customer.

To ensure reliable mass mailing to valid opt-in list subscribers:

1. Do not attempt to mail to more than 99 recipients per hour
2. Ensure scripts or other automation tools limit mailings to 99 emails per hour

3. Ensure no more than 500 emails per hour are sent from any domain. This includes ALL mail sent from the server whether via regular email, scripts, webmail, mailman, etc.

KNOWLEDGE LEVEL:

Use of Rainbow Works self-editing facilities or access (if granted) to management tools requires a certain level of knowledge in the use of certain software. This level of knowledge required will vary depending on what you wish to implement on your site.

By using any tool or facility, you agree that you have the necessary knowledge to perform the tasks you attempt, and that it is not our responsibility to provide this knowledge outside of our defined services and support.

If you want to learn while doing here, great - but be prepared to read a lot and take responsibility for the results of any experimentation you engage in.

You can get extra help for an extra fee.

SSL:

You may use an SSL certificate from any signing authority on our servers provided its a single root certificate.

SERVER UPDATES:

We reserve the right to update its servers at anytime. As a result we can not be held responsible to anything that may result in a persons site(s) not working properly due to the changes or updates on the server.

DYNAMIC SCRIPTS:

You are free to use any dynamic scripts you wish that fall within our acceptable use policy, however we reserve the right to disable any dynamic script that effects normal server operation without prior warning.

No dynamic scripts may email more than 100 emails at a time, and if any dynamic programs disable the server in any way and we feel there is reason to believe that continued access to the server by the account holder puts the normal operation of the server in jeopardy, your shell access/the program will be restricted and/or your account will be suspended/deleted.

There is a \$50.00 fee per incident if we have to deal with this situation due to negligence.

We do not provide technical support for any dynamic scripts that you install.

BACKGROUND PROCESSES:

We do not allow our customers to run background running programs on any of our machines without prior consultation.

DNS

We do not allow outside DNS services for hosted sites on shared IPs. If hosting here, you must use our DNS servers.

BILLING:

Rainbow Works invoices clients in accordance with agreements. All invoices must be paid within 21 days of issue. Services may be terminated without further notice if a reminder notice is ignored and a valid account remains unpaid for 30 days or more.

You are solely responsible for any and all fees charged to your Payment Method by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds and over the credit limit fees.

Fraudulent credit card charges, as well as unauthorized credits, will have the domain name revoked, and your account cancelled without notice. To reactivate your account, additional fees and charges will be levied if Rainbow Works chooses to do so.

There are no refunds issues for monthly, quarterly, semi-annual, or lifetime account pre-payment unless a proper cancellation is made before the invoice due date in question. In the event of a requested cancellation date that falls before the end of an already entered into period, DrakNet will not issue a refund unless cancellation takes place within the first 30 days of the account. Annual and Biennial payments are refundable as long as cancellation is submitted 30 days previous to the package renewing, and 30 days before the invoice due date.

30-Day Money Back Guarantee applies to hosting fees only. If Money Back Guarantee is requested, refund will be made within three days only via the same method of payment use for initial payment. Refunds are not available for domain names, ssl certificates, alternate payment fees, or fines.

TRANSFER OF LIABILITY (RESELLING):

Full standard accounts **may not be resold**. You may not resell individual services within any account other than a Reseller account, such as web space, emails accounts, add on domains, or mailing lists. All domains, add-on domains, and subdomains must be for sites controlled by or promoting published content or businesses that are solely controlled by the registered billing owner of the account.

DOMAIN NAME REGISTRATION

Payments for domain names registered by Rainbow Works are are non-refundable.

If domain names are abandoned (the hosting account is canceled and the domain name is not ported), we will place the domain up for sale after it is determined that it was abandoned. Non-payment of a renewal fee by the client will also result in the domain name being placed up for sale if the companion hosting account is terminated for non-payment. Fees for renewal of a domain name in the Redemption Period are \$440 plus the annual renewal for the year. Late domain name payments must be reported if the domain name has already expired, as the domain name will already be outside of our automated renewal system and must be manually renewed.

DOMAIN NAME RENEWAL HOSTING ACCOUNTS CLOSED

Rainbow Works manages domain names only for clients who hosting their sites on our servers. Should you cancel your hosting account, you will be responsible for moving your domain name to a self-managed registrar.

If the domain name expires for 21 days with no contact or payment, we may choose to renew the domain and place the domain up for sale. At that point, you may enter into negotiations for the domain name like any other purchaser.

CONTENT:

All services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian or United States 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. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service which damages the subscriber or any other party.

Commercial pornography content for fees is prohibited on all our servers. We will be the sole arbiter in determining violations of this provision.

Sites that promote any illegal activity or present content that may be damaging to our servers or any other server on the internet are additionally prohibited. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Proxy Servers, including but not limited to SOCKS proxies, Squid proxies, Bittorrent Proxies, Tor, and any CGI or PHP proxy scripts.
- All IRC activity including but not limited to IRC client software, IRC server software, web-based IRC software, IRC bots such as "eggdrop", and IRC proxies such as "psyBNC".
- Hacker programs or archives
- Warez sites
- Gambling sites
- Commercial MP3s where you are not the copyright owner.

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

SPAM:

Spamming, or the sending of unsolicited e-mail, from our server or using an e-mail address or domain that is maintained on our machine as reference is STRICTLY prohibited and you will be assessed a \$500.00 fine to cover the cost of our staff having to invest time in getting the server secure, and unblacklisted. If the fine is not paid, all unpaid service fees and any domain names held through us will be forfeited. We will be the sole arbiter as to what constitutes a violation of this provision.

BACKUPS:

Full backups are made weekly. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. If data loss occurs due to negligence of client in securing their account or by an action of the client, we will attempt to recover the data from the most recent archive for a \$20.00 fee.

SERVER ABUSE:

Any attempt to undermine or cause harm to a server, or customer is strictly prohibited. Any abuse of shell access will result in shell access being removed for that account.

REFUSAL OF SERVICE:

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

ABUSE OF STAFF:

If any manner of communication with the staff could be construed as belligerent, vulgar (curse words), attacking, highly rude, or abusive, you will be issued one warning. If the communication continues, your account will be terminated without refund.

CANCELLATION:

We require 30 days notice before you cancel your account though we may waive that upon request at our sole discretion.

Your request to cancel must come **before** your invoice is charged for the next renewal, or in the case of annual accounts, you have 60 days from the date of invoice to cancel and obtain a refund.

Transferring your domain to another provider does not constitute canceling your Rainbow Work account. You must notify us to formally cancel your account to avoid being liable for further charges, and you must do so previous to the invoice for the renewal charges you wish to avoid.

Advance payments for hosting are non-refundable excepting in accordance with laws requiring refund for service failure. Payments for setup of sites and site development work are non-refundable. Charges levied for hosting sites that are not delegated are non-refundable.

MANAGEMENT OF DATA AND REGISTRATION KEYS

Registration keys, management panel access, and other information to facilitate transfers or changes will not be provided to any third party except on signed written authority from the customer.

Website data is not transferrable excepting by special arrangement and payment of fees. Rainbow Works accepts no obligation to transfer or return data on cancellation or transfer of hosting to another provided, but will assist where reasonably possible with such transfer at fair prices, to be paid in advance.

TECHNICAL SUPPORT POLICIES:

Rainbow Works offers technical support to users. Please access this support, wherever possible, via email inquiry.

Telephone support is available however, this should not be utilized as a primary means of support and is not available 24/7. Telephone technical help is a courtesy only and is not guaranteed to be available at all time.

VIOLATION ACTIONS:

Rainbow Works may take any one or more of the following actions in response to complaints/issues:

- Issue written or verbal warnings requiring compliance.

- Disable access to a client's content or service which violates TOS with or without notification.
- Remove content which violates TOS with or without notification.
- Block mail or any other network service with or without notification.
- Null-route client's IP address with or without notification.
- Suspend the client's account with or without notification.
- Terminate the clients's account with or without notification.
- Bill the client for administrative costs and/or reactivation charges with or without notification.

The aforementioned list of actions shall not be construed in any way to limit the actions or remedies that Rainbow Works may take to enforce and ensure compliance with these Terms. Rainbow Work reserves the right to recover any and all expenses in connection with a client's violation of this TOS.

Disclaimer:

Rainbow Works will not be responsible for any damages your business may suffer. We make no warranties of any kind, express or implied for services we provide.

Rainbow Works disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, and any and all service interruptions caused by Rainbow Works and its employees or any companies Rainbow Works may contract.

Customer agrees that it shall defend, indemnify, save and hold Rainbow Works harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against it, its agents, its customers, officers, contractors 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.

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