



Acceptable Usage Policy

HOSTIREX Networks (hereafter referred to as HOSTIREX) is dedicated to providing an all round top quality service. The terms and conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any term or condition will be grounds for immediate account deactivation without notice. HOSTIREX will be the sole arbiter as to what constitutes a violation of any of these provisions.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension.

To report suspected abuses or any violations of these policies, please contact support@hostirex.com

Illegal Usage

HOSTIREX servers may be used for lawful purposes only.

Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots.

The subscriber to HOSTIREX service agrees to indemnify and hold harmless HOSTIREX from any claims resulting from the use of the service that damages the subscriber or any other party.

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

Adult Content

Legal Adult Content is allowed

Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.



Server Resource

Any website that uses a high amount of server resources (such as CPU usage (10%), memory usage, and network resources) will be given an option to reducing the resource used to an acceptable level. HOSTIREX shall be the sole arbiter of what is considered to be a high server usage level.

Chat Rooms

HOSTIREX does not provide chat room software. You may elect for a Dedicated Server to Run a chat room efficiently

Background Running Programs

HOSTIREX does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation. IRC HOSTIREX does not allow IRC or IRC bots to be operated on our servers.

Backups

HOSTIREX performs daily backups on all servers to ensure critical files are never lost. However HOSTIREX is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups. Please always backup your own data for Redundancy.

Client Responsibility

The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of HOSTIREX's service 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 the web space by the client. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Mail: a use of mail clients to receive and send mail, etc. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of HOSTIREX to provide this knowledge or support outside matter specific to HOSTIREX servers.

UCE (Unsolicited Commerce Email) - SPAM

Spamming, or the sending of mass unsolicited email, from or through a HOSTIREX server or using an email address that is maintained on a HOSTIREX machine is STRICTLY prohibited. HOSTIREX will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channeling activities through a HOSTIREX server as a maildrop for responses, you are in violation. Violators will be assessed a minimum of \$250.00 fine and will face an immediate suspension. See our NO SPAM Policy for more details.



Server abuse

Any attempts to undermine or cause harm to a HOSTIREX server or customer of HOSTIREX is strictly prohibited. Any sub-networks of HOSTIREX and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.

Software Distribution

HOSTIREX's shared Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact support@hostirex.com for a special arrangement.

Multimedia Files

Multimedia files are defined as any graphics, audio, and video files. HOSTIREX's Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

Domain Names

HOSTIREX will take necessary steps to register domain names on behalf of the client when requested. However, clients are responsible for renewing their domain names. HOSTIREX does not take responsibility for failing to renew domain names. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire. We do not handle renewals unless specifically asked for by sending a ticket to our helpdesk.

Actions Taken by HOSTIREX

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. HOSTIREX will be the sole arbiter as to what constitutes a violation of the AUP. HOSTIREX reserves the right to remove any account without prior notice.

When HOSTIREX becomes aware of an alleged violation of its AUP, HOSTIREX will initiate an investigation. During the investigation, HOSTIREX may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, HOSTIREX may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, HOSTIREX will notify the appropriate law enforcement authorities of such violation.



HOSTIREX does not issue credits for outages incurred through service disablement resulting from AUP violations.

HOSTIREX customers agree to indemnify and hold harmless HOSTIREX from any claims resulting from the use of our services that damages them or any other party. The HOSTIREX service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. HOSTIREX expressly disclaims any representation or warranty that the HOSTIREX service will be error-free, secure or uninterrupted.

No oral advice or written information given by HOSTIREX, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. HOSTIREX and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Modification

HOSTIREX reserves the right to add, delete, or modify any provision of this Policy at any time without notice.