Terms and Conditions of Service

The use of services from austechxpert.com [hereafter referred to as "AustechXpert"] constitutes agreement to these terms.

1.) Account Setup / Email on file We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. If you need to verify or change this information, you should contact our sales team via email. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied.

Transfers

Our transfers team will make every effort to help you move your site to us. However, transfers are provided as a courtesy service, and we cannot make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is configured differently, and some hosting platforms save data in an incompatible or proprietary format, which may make it extremely difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host. The free transfer services are available for 30 days from your sign up date. Transfers outside of the 30 day free period will incur a charge; please contact our Support Department with specific details to receive a price quote.

2.) Content All services provided by AustechXpert may only be used for lawful purposes. The laws of the State of Maine, and the United States of America apply.

The customer agrees to indemnify and hold harmless AustechXpert from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work.

The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. Any account found to be in violation of another entity's copyright will be expeditiously removed, or access to the material disabled. Any account found to be in repeated violation of copyright laws will be suspended and/or terminated from our hosting. If you believe that your copyright or trademark is being infringed upon, please email hosting_abuse@austechxpert.com with the information required.

Using any hosting account as a backup/storage device is not permitted, with the exception of one cPanel backup of the same account. Please do not take backups of your backups.

Examples of unacceptable material on all Shared and Reseller servers include:

- Topsites
- IRC Scripts/Bots
- Proxy Scripts/Anonymizers
- Pirated Software/Warez
- Image Hosting Scripts (similar to Photobucket or Tinypic)
- AutoSurf/PTC/PTS/PPC sites
- IP Scanners
- Bruteforce Programs/Scripts/Applications
- Mail Bombers/Spam Scripts
- Banner-Ad services (commercial banner ad rotation)
- File Dump/Mirror Scripts (similar to rapidshare)
- Commercial Audio Streaming (more than one or two streams)
- Escrow/Bank Debentures
- High-Yield Interest Programs (HYIP) or Related Sites
- Investment Sites (FOREX, E-Gold Exchange, Second Life/Linden Exchange, Ponzi, MLM/Pyramid Schme)
- Sale of any controlled substance without prior proof of appropriate permit(s)
- Prime Banks Programs
- Lottery Sites

- ⑩ MUDs/RPGs/PBBGs

- ⑩ Hateful/Racist/Harassment oriented sites

- ⑩ Hacker focused sites/archives/programs

- ⑩ Sites promoting illegal activities

- ⑩ Forums and/or websites that distribute or link to warez/pirated/illegal content

- ⑩ Bank Debentures/Bank Debenture Trading Programs

- ⑩ Fraudulent Sites (Including, but not limited to sites listed at aa419.org & escrow-fraud.com)

- ⑩ Mailer Pro

NOTE: Adult-related websites are permitted, but absolutely must NOT violate ANY USA laws! Furthermore, no website may contain naked / topless images on their front page (index.htm, index.html, default.htm, default.html, index.php, index.asp, etc? you get the picture!) The front-page of all adult-related websites must display a warning stating that the website contains adult-related material/images!

MEMORY USE: Any account running scripts of any kind that cause an overload of our servers CPU Memory will be suspended. Please keep in mind that unlimited diskspace and/or unlimited bandwidth does NOT mean unlimited CPU Memory use! You must play nice & share! Our servers are ALL equipped with MORE than ample memory for hosting business & personal websites. Our servers are not set-up as 'gaming-servers' or 'mail-servers'.

AustechXpert services, including all related equipment, networks and network devices are provided only for authorized customer use. AustechXpert systems may be monitored for all lawful purposes, including to ensure that use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. Use of AustechXpert system(s) constitutes consent to monitoring for these purposes.

Any account found connecting to a third party network or system without authorisation from the third party is subject to suspension. Access to networks or systems outside of your direct control must be with expressed written consent from the third party. AustechXpert may, at its discretion, request and require documentation to prove access to a third party network or system is authorised.

We reserve the right to refuse service to anyone. Any material that, in our judgement, is obscene, threatening, illegal, or violates our terms of service in any manner may be removed from our servers (or otherwise disabled), with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via a support ticket/email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at hosting_support@austechxpert.com and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.

3.) Zero Tolerance Spam Policy We have a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and purchased lists will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

AustechXpert reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

AustechXpert reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee or any charges incurred for blacklist removal. This cost of the clean up fee is entirely at the discretion of AustechXpert.

4.) Payment Information You agree to supply appropriate payment for the services received from AustechXpert, in advance of the time period during which such services are provided. You agree that until and unless you notify AustechXpert of your desire to cancel any or all services received, those services will be billed on a recurring basis. This includes when accounts are suspended. When an account's invoices are paid outside of the 10 day grace period, invoices will not be automatically generated. However, after the customer notifies AustechXpert of his or intent to resume service, invoices will be manually generated and payment expected for the time the account was suspended.

Cancellations must be done in writing via email. Once we receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you in writing (typically email) that your account has been cancelled. Your cancellation confirmation will contain a ticket/tracking number in the subject for your reference, and for verification purposes. You should immediately receive an automatic "Your request has been received..." email with a tracking number. An employee will confirm your request (and process your cancellation) shortly thereafter.

As a client of AustechXpert, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree that until and unless you notify AustechXpert of your desire to cancel any or all services received (by the proper means listed in the appropriate section of the Terms of Service), those services will be billed on a recurring basis, unless otherwise stated in writing by AustechXpert. AustechXpert reserves the right to bill your credit card or billing information on file with us. AustechXpert provides a 10 day grace period from the time the invoice is generated and when it must be paid. Any invoice that is outstanding for 10 days and not paid will result in a $10 late fee and/or an account suspension until account balance has been paid in full. The $10 late fee is applied in addition to whatever else is owed to

AustechXpert for services rendered. Access to the account will not be restored until payment has been received.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact hosting_billing@austechxpert.com.

If an account becomes suspended at anytime for non-payment or TOS violations, AustechXpert reserves the right to change the monthly payment amount and any other charges at anytime.

5.) Backups and Data Loss Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. AustechXpert is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on AustechXpert servers. Backups will not be provided for accounts that have been suspended or terminated for any reason unless otherwise agreed to in writing by AustechXpert.

6.) Cancellations and Refunds AustechXpert reserves the right to cancel, suspend, or otherwise restrict access to the account at any time with or without notice.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time. AustechXpert gives you an unconditional 45 day money back guarantee on managed shared hosting, and reseller solutions for any customer who paid the first invoice with a credit card or with Paypal. Refund requests for shared and reseller accounts after the initial 30 days will be refunded on a prorated basis of any unused time.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, **cancelled** and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

7.) Resource Usage

User may not:

a) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.

b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.

c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.

d) Run any software that interfaces with an IRC (Internet Relay Chat) network.

e) Run any bit torrent application, tracker, or client. You may link to legal torrents off-site, but may not host or store them on any of our servers.

f) Participate in any file-sharing/peer-to-peer activities.

g) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc.

h) Run cron entries with intervals of less than 15 minutes.

i) When using PHP include functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.com/include.php") use include("include.php").

7b.) INODES The use of more than 50,000 inodes on any shared account may potentially result in a warning first, and if no action is taken future suspension. Accounts found to be exceeding the 10,000 inode limit will automatically be removed from our backup system to avoid over-usage. Every file (a webpage, image file, email, etc) on your account uses up one inode.

Sites that slightly exceed our inode limits are unlikely to be suspended; however, accounts that constantly create and delete large numbers of files on a regular basis, have hundreds of thousands of files, or cause file system damage may be flagged for review and/or suspension. The primary cause of excessive inodes seems to be due to users leaving their catchall address enabled, but never checking their primary account mailbox. Over time, tens of thousands of messages (or more) build up, eventually pushing the account past our inode limit. To disable your default mailbox, login to cPanel and choose "Mail", then "Default Address", "Set Default Address", and then type in: :fail: No such user here.

7c.) Backup Limit Any shared account using more than 10 gigs of disk space will be removed from our off site weekly backup with the exception of Databases continuing to be backed up.

8.) Bandwidth Usage You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we

reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

9.) Uptime Guarantee If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive a partial credit on your account. Approval of the credit is at the discretion of AustechXpert dependent upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact hosting_sales@austechxpert.com with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions.

10.) Reseller: Client Responsibility (MASTER Resellers, WHM Resellers) Resellers are responsible for supporting their clients. AustechXpert does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. AustechXpert will hold any reseller responsible for any of their clients' actions that violate the law or the terms of service. Resellers may NOT give away/provide FREE Hosting Services! Any Reseller discovered providing FREE Hosting Services will be immediately terminated!

11.) Shared (non-reseller accounts) Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account. We provide Master Reseller Hosting Plans and Regular WHM Reseller Hosting Plans.

12.) Price Change The amount you pay for hosting will never increase from the date of purchase as long as your account remains in good-standing by being paid on time & not violating any of the rules outlined in our Terms of Service Agreement. We reserve the right to change prices listed on austechxpert.com, and the right to change the amount of resources provided to plans at any time.

13.) Coupons Discounts and coupon codes are reserved for first-time accounts *or first-time customers* only. Any account found in violation of these policies will be reviewed by our sales department and the appropriate invoices will be added to the account. Coupon abuse will not be tolerated and may result in the suspension or termination of the account.

14a.) Indemnification Customer agrees that it shall defend, indemnify, save and hold AustechXpert harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against AustechXpert, 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, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless AustechXpert against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with AustechXpert; (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 customers from AustechXpert's server.

14b.) Arbitration By using any AustechXpert services, you agree to submit to binding arbitration. If any disputes or claims arise against AustechXpert or its subsidiaries, such disputes will be handled by an arbitrator of AustechXpert's choice. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Maine. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

15.) Disclaimer AustechXpert shall not be responsible for any damages your business may suffer. AustechXpert makes no warranties of any kind, expressed or implied for services we provide. AustechXpert disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by AustechXpert and its employees.

16.) Disclosure to law enforcement AustechXpert may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

17.) Changes to the TOS AustechXpert reserves the right to revise its policies at any time without notice.

REVISED: 1 July 2015

http://www.austechxpert.com/TOS.pdf