

Definitions

1.1. “Click Host” means Click Host Pty Ltd (ACN: 653 046 014) of New South Wales, Australia.

1.2. “Service”, “Service(s)” or “Services” means any product(s) or service(s) the Customer has ordered for use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal and SSL. These product(s) and service(s) are identified in full within the “sign up” and “service provision” emails Click Host has sent after your request for service. The specific details of the Services can be found by logging in to the customer dashboard or on our website.

1.3. “The customer dashboard” refers to Click Host’s customer account, billing and management portal, available online at <https://clickhost.com.au/manage>

1.4. “Customer” means the person, persons or entity who ordered our services.

Acceptance

2.1. The Customer signified acceptance of the Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to Click Host for Services, and that order was accepted.

Prohibited Use

3.1. Shared cPanel web hosting services may not be utilised for the following:

a. File storage purposes or backup repositories that are not directly accessible to the Internet

b. Excessive email storage or email archiving

3.2. Virtual Private Servers and Shared cPanel Web Hosting may not be utilised for the following without explicit permission:

a. IRC scripts, servers or bots

b. “warez” sites or Pirate Software Sites (including music, movies, applications etc.)

c. Game Servers (TeamSpeak, Counter Strike, Battlefield etc.)

d. Illegal Hacking community sites

e. Lottery, banking or investment sites (Pyramid Schemes)

f. Image or File Hosting services (i.e. Mega.co.nz, Rapid Share)

g. Banner Sharing or Advertisement services

h. Web Sites selling goods without having (where applicable) appropriate Australian permits

i. VPN services to commit fraudulent activity including Proxy Utilities or Anonymous Browsing Scripts.

j. Any other services promoting illegal activities or that Click Host's Management deem as inappropriate or unacceptable.

Unacceptable Content and Material(s)

4.1. The Customer may not transmit, publish, distribute, store or link any content or material on Click Host servers or network that Click Host believes:

a. Is excessively violent, incites violence, threatens or implies violence, or contains harassing content or hate speech;

- b. Is defamatory or violates a person's privacy;

- c. Constitutes child pornography;

- d. Constitutes pornography;

- e. Improperly exposes trade secrets or other confidential or proprietary information of another person;

- f. Is intended to assist others in defeating technical copyright protections;

- g. Clearly infringes on another person's trade or service mark, patent, or other property right;

- h. Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;

- i. Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Click Host;

- j. Is otherwise malicious, fraudulent, or may result in retaliation against Click Host;

k. Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;

Excessive Resource Usage

5.1. Per CPU core limits apply to all shared cPanel hosting services, limits are clearly displayed on each plan.

All limits are enforced utilising CloudLinux software that monitors resources on all shared cPanel hosting services. A “503 Service Temporarily Unavailable” page will be displayed to visitors whom attempt to visit the page whilst the limits are being exceeded.

5.2 All shared cPanel services, the customer may not:

a. Execute scripts in which the task takes longer than 240 seconds to complete;

b. Consume greater than 250,000 inodes (1 file equals 1 inode);

c. Perform any task which generates high IO load or large amounts of system memory;

d. Perform any tasks which unreasonably consumes excessive server resources causing issues for other Customers on the shared service;

e. Host or utilise any bit torrent applications, trackers or clients on the shared service;

f. Execute cron entries with intervals less than 15 minutes;

g. Operate or utilise a script which does not close MySQL connections upon completion.

5.3. The following commands on all shared cPanel web services require permission to execute including validation from Click Host:

a. wget;

b. rsync;

c. ping, ping6;

d. traceroute, traceroute6 or tracert;

e. ftp.

5.4 While reasonable efforts will be made to limit inbound and outbound attacks on servers, Click Host are not obliged to prevent, limit or stop such attacks and the account holder shall be responsible for all bandwidth used whether or not used or contributed to, by an attack.

System and Network Security

6.1. Customers agree to maintain and keep all PHP, CGI and CMS' (Content Management Systems) up to date with the latest stable versions. Failing to maintain these may result in security vulnerabilities, defacement or destruction of your service(s).

6.2. Customers agree to keep all service, including email account(s), usernames and passwords safe and secure at all times.

6.3. Customers are encouraged to keep all folder and file permissions set correctly. Click Host recommends utilising the Permission Fixer via the customer dashboard to ensure these are set correctly.

Spam and Marketing/Bulk Email

7.1. Customers will ensure that they will not knowingly utilise their service to send unsolicited email, unsolicited bulk email (spam), or allow others to utilise it for these reasons.

7.2. Customers may not utilise any purchased mailing lists for individual or bulk email sending.

7.3. Click Host allows the following for email sending:

a. 500 emails per domain per hour on all shared cPanel services;

b. 500 emails per domain per hour on all shared reseller cPanel services.

Customers whom attempt to send more than the allowed limits above, will receive an undeliverable message for one hour after the limit has been exceeded. All emails over the limit may be discarded.

7.4. Customers agree that all mailing list applications (including mailman), will have no more than 4,000 individual email addresses per list per domain.

7.5 Customers agree that all commercial emails sent contain appropriate opt-in and opt-out mechanisms and that all emails sent comply with the Australian Spam Act 2003 (http://www.acma.gov.au/WEB/STANDARD/pc=PC_310322), the United States CAN-SPAM Act 2003 <http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>) and any other relevant Spamrelated relevant legislation.

Backups

8.1. Click Host will take backups of all business, reseller and ClickX cPanel based services on the following schedule:

- A backup for every hour, for the last 24 hours
- A backup for every day, for the last 7 days
- A backup for every week, for the last 5 weeks

- A monthly backup, from the last 2 months

8.2. Customers are always encouraged to maintain a local and off-site backup of their service .

8.3. As per the Terms of Service, Click Host will not be held liable or responsible for any data loss under any circumstance. It is the Customer's sole responsibility to ensure they have a backup of all data including email, MySQL databases and files.

Non-compliance and Remedy

9.1. Any Service(s) that are found to be in breach of this policy but have not caused any known inconvenience to other Customers will result in an email being sent to the Customer asking for changes to be made in order to comply with this policy and two (2) days to make the changes. Failure to comply will result in the Service(s) being suspended without additional warning.

9.2. Any Service(s) that are found to be in breach of this policy and have caused issues for other Customers will result in immediate suspension followed by an email requesting changes to be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed in writing to remedy the breach.

9.3. Any Service(s) that are found to be in breach of this policy and have recorded a prior breach within three (3) months of the new breach will result in immediate suspension

followed by an email requesting changes to be made in order to comply with this policy. The Service(s) will only be unsuspended once the Customer has acknowledged the breach and agreed in writing to remedy the breach, and a \$39.95 reactivation fee has been paid in full.

9.4. Any Service(s) that are found to be in breach of this policy and have recorded two (2) prior breaches within three (3) months of the new breach will result in immediate suspension followed by an email advising that the service will not be unsuspended and the Customer will be advised to move the Service(s) to another provider. If the Customer does not respond to this notice, the Service(s) will be automatically terminated in thirty (30) days.

9.5. The Customer will be solely liable for any fees or charges that are paid by Click Host to third party providers for the unblocking of any restrictions they have placed due to Service(s) operated by the Customer breaching this policy.

9.6. Customer's shall not be entitled to any refund for any remaining account service period or credit should there be any breaches as described within the Click Host Terms of Service or Acceptable Use Policy documents.