

Small Pond Web Hosting Terms and Conditions

Small Pond Web Hosting (referred hereinafter as 'Small Pond Web Hosting ', 'SmallPond ', 'our', 'we' and 'us') is a web hosting business. All accounts on our web servers are subject to the terms and conditions described in this document. Under the terms of this agreement, your placement of information on our servers is an acknowledgement that you have read, understand, and agree to be bound by terms and conditions below.

1. User Conduct

Our services may only be used for lawful purposes -- any use of these services which violates any laws which may apply to Small Pond Web Hosting , your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

This means that while using the service, you may not: Post or transmit any unlawful, threatening, abusive, defamatory, obscene, libelous, offensive, pornographic, indecent, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or violate any law. In addition, restrict or inhibit any other user from using and enjoying the Internet.

2. Non-permissible content

- No **adult sites** allowed: We do not allow on our servers adult content or links to adult web sites.
- No **warez**: We do not allow web sites with warez, cracks, serials, etc.
- No **Gambling** sites: a project against gambling addiction in Australia
- No **Racial** content : Discrimination in Australia is illegal.
- **Intellectual Property violations**: We do not allow content that infringes upon the intellectual property rights of others. This includes distribution, display, or storage of copyrighted material unless you are the author, copyright holder or you are in possession of explicit permission by the copyright holder.
- **Copyright** MP3s and other multimedia formats: You may not use your hosting account to store or distribute such material unless you are the author, copyright holder or you are in possession of explicit permission by the copyright holder.

Accounts found to contain content such listed above, will be disabled or deleted at our sole discretion without prior notification and are not eligible for a refund.

Banned Scripts:

Users may not install the following scripts on our servers:

- Third-party chat scripts. You can only use the chat scripts in your Control Panel.
- UBB - Ultimate Bulletin Board (all versions)
- YABB - Yet Another Bulletin Board
- Ikonboard (CGI version)
- Movable Type (Flat-file version - Berkeley DB storage)
- Greymatter
- Ultimate Toplist

- AlienForm
- Shell, SSH, Telnet Scripts and alternatives
- Proxy Servers
- Any script that uses & processes a large number of flatfiles or large flatfile databases

Accounts found to contain any of the above scripts will be suspended with no advance notice. We have this policy in place to ensure that server resources are not monopolized by a few accounts using the above scripts at the expense of everyone else sharing the same server.

3. Zero Tolerance Spam Policy

We take a zero tolerance stance against bulk email and unsolicited e-mail, commonly known as spam. Any user who sends out spam or bulk email will have their account terminated without notice. Bulk Mailouts are not permitted on any SmallPond Server.

Small Pond Web Hosting reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with this policy, at its sole discretion. Small Pond Web Hosting also reserves the right to make any such modifications in an emergency at our sole discretion. A processing fee of \$20 per message will apply to all spam or bulk email messages sent from our servers.

Web sites that support spam or bulk email operations are not allowed on our servers. This includes web sites offering email lists, email harvesting software, bulk email software, and/or anything else that can be perceived as facilitating the use of spam and bulk email. We reserve the right to disable such accounts at our sole discretion and without notification.

4. Data Backup

Small Pond Web Hosting regularly makes backup copies of information (daily, weekly and monthly), stored on its servers for disaster recovery purposes. Nevertheless, availability of backups is not guaranteed and we will not be responsible for loss of customer data. Customers are advised to make regular backups of the information they store on our servers. Our Control Panel provides tools that facilitate data backup and restoration.

5 . Indemnification

You agree to indemnify, defend, and hold harmless Small Pond Web Hosting from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, Small Pond Web Hosting , or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

6. Refusal or discontinuation of service

Small Pond Web Hosting reserves the right to refuse or discontinue service to anyone at Small Pond Web Hosting 's sole discretion. Small Pond Web Hosting may deny you access to all or part of the service without notice if you engage in any conduct or activities that Small Pond Web Hosting in its sole discretion believes violates any of the terms and conditions in this agreement. Small Pond Web Hosting shall have no responsibility to notify any third-party providers of

services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Small Pond Web Hosting has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Small Pond Web Hosting reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Small Pond Web Hosting also reserves the right to refuse refunds in cases where Small Pond Web Hosting believes abuse has taken place.

7. No warranties

Small Pond Web Hosting makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Small Pond Web Hosting or its agents or employees shall create a warranty. Small Pond Web Hosting provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Small Pond Web Hosting be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with Small Pond Web Hosting service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

You understand that by placing information on Small Pond Web Hosting ' servers that such information becomes available to all Internet users and that Small Pond Web Hosting has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for your use of Small Pond Web Hosting ' servers and the Internet. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided through Small Pond Web Hosting or on the Internet.

Your use of the service is at your sole risk. Small Pond Web Hosting is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain backup files of data stored on Small Pond Web Hosting servers.

You agree not to interfere with the operation of the system. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to adhere to system policies as published by Small Pond Web Hosting , including restrictions on services available with each service type, restrictions on certain features, and all other policies. You agree to abide by any and all future Small Pond Web Hosting policy decisions.

8. Account-Holder Identification Information

You agree that you as the person legally responsible for all use of this account, are at least 18 years of age. If you are under 18 years of age, you need to have parental consent in order to sign up, and the account must be ordered by a parent or guardian, in their own name. You agree to supply Small Pond Web Hosting with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us, and you understand and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

9. Sharing of account space & resale restrictions

You agree and understand that the account purchased is for yourself. You also understand that you are the individual solely responsible for all use of the account.

10. Payment & Other Information

You agree to supply appropriate payment for the services received from Small Pond Web Hosting , in advance of the time period during which such services are provided. You agree that until and unless you notify Small Pond Web Hosting of your desire to cancel any or all services received, those services will be billed on a recurring basis.

11. Reserved Rights

Small Pond reserves the right to accept a new application or renew client hosting subscription.

12. Agreement Acknowledgement

This agreement supersedes any written, electronic, or oral communication you may have had with Small Pond Web Hosting or any agent or representative thereof, and constitutes the complete and total agreement between the parties. Should any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

By placing and continuing to maintain or place information on Small Pond Web Hosting ' servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.

13. Money Back Guarantee

Each hosting plan includes a full 30-day money back guarantee.

If you are not completely satisfied with our services within the refund time period specified for your plan, you will be given a full refund of the contract amount excluding overages. No refund is available after that period. This policy does not apply to any additional services such as overages, disk space, bandwidth, maintenance fees, etc.

Accounts cancelled/terminated by Small Pond Web Hosting for violating our Acceptable Usage Policy do not qualify for the 30-day money back guarantee.

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. This is to protect our refund guarantee from being abused. To receive a full refund, contact SmallPond

14. Domain registration fees are not refundable.

Due to registration requirements, payments made are for an allotted time period. Once a domain is successfully registered it cannot be refunded.