

Hosting Terms of Service

Content



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All services provided by DJC Systems PTY LTD are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal, State or Local law or the laws of any other relevant jurisdiction, is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material that jeopardizes national security, or material protected by trade secret or other laws. The subscriber agrees to indemnify and hold harmless DJC Systems PTY LTD, from any claims resulting from the subscriber's use of DJC Systems PTY LTD' services which damages the subscriber or any other party.

Note: Pornography and sex related merchandising are prohibited on any DJC Systems PTY LTD server. This includes sites that may imply sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to DJC Systems PTY LTD servers or any other server on the Internet. Links to such materials are also prohibited.

- **Examples of prohibited content or links include (but are not limited to):**
- IRC Software
- Pirated software
- Hacking programs or archives
- Warez Sites
- Distribution of music files or any other material in which the account holder does not own the copyright.
- Adult Sites
- Game Servers (dedicated game server programs)

DJC Systems PTY LTD will be the sole arbiter as to what constitutes a violation of this provision. **Content that does not meet these standards will be removed without prior notice to the subscriber.**

Housing of any of the following files is considered a violation of the terms of service:

IRC - We currently do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also any program that acts like an IRC server or that provides chat functions that run as background processes are not allowed.

Proxies - We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

PortScanning - We do not allow any kind of portscanning to be done on or from our servers or network.

Commercial Advertising - Email - Spamming, i.e. the sending of unsolicited email, from any DJC Systems PTY LTD server or any server located on the DJC Systems PTY LTD network is STRICTLY prohibited. DJC Systems PTY LTD will be the sole arbiter as to what constitutes a violation of this provision. This also includes Optin Optout mail programs and mail that either directly or indirectly references a domain contained within an account at DJC Systems PTY LTD. In addition to termination of any account found to be in violation there will also be a \$100 penalty fine applied for every valid spam complaint processed by DJC Systems PTY LTD staff.

ShoutCast Servers - We do not allow Shoutcast Servers on shared, reseller or VPS packages.

Background Running Programs - We do not allow any kind of background running programs or processes on shared or reseller packages. (The aforementioned restriction does not apply to VPS or dedicated platforms).

PHP Shell - PHP Shells or any likeness thereof are prohibited. Files with any reference to PHP Shells or likeness thereof are prohibited.

Server Abuse - Any attempts to undermine or cause harm to a DJC Systems PTY LTD server or subscriber of DJC Systems PTY LTD is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
- Interfering with, intercepting or expropriating any system, data or information

- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

You will be held responsible for all actions performed by your account whether it be done by you or by others.

All sub-networks of DJC Systems PTY LTD and all dedicated servers must adhere to the above policies.

Scheduled Maintenance and Downtime

DJC Systems PTY LTD will use its commercially reasonable efforts to provide services at all times. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond DJC Systems PTY LTD' control or which are not reasonably foreseeable by DJC Systems PTY LTD, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. DJC Systems PTY LTD will provide at least 48 hours advance notice to the subscriber for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. DJC Systems PTY LTD has no responsibility for downtime resulting from a user's actions.

Refunds

All monies paid for hosting, internet or domain services are non-refundable.

Accounts terminated due to a violation of these Terms of Service are not eligible for refunds.

Limitations on Use

Any shared hosting account using 10% or more of the server CPU or memory can be suspended and/or terminated. Any other account type using excessive server CPU or memory, the definition of which is at DJC Systems PTY LTD' sole discretion, can be suspended and/or terminated. In the case of VPS accounts, the threshold for "excessive" use will always be above any RAM and/or CPU allocations guaranteed under the respective VPS service plans. Excessive CPU/memory use restrictions do not apply to dedicated servers.

Any account that uses excessive amounts of bandwidth can and will be subjected to bandwidth throttling.

Background Processes. Unauthorized background processes on shared/reseller packages can result in immediate termination of the account. DJC Systems PTY LTD maintains the right to cancel accounts at its discretion. Any processes which potentially breach security or may otherwise disrupt network services can be terminated, and the associated account suspended, at DJC Systems PTY LTD' sole discretion, and without limiting the applicability of any other of these Terms of Service.

Account Setup, Termination, and Billing:

The account will be charged on the day the order is processed, regardless of the account billing date. The account will not be charged again until the next month's billing cycle. The account will be charged again on the same day of the month as the order was processed, in subsequent billing cycles.

Disabling of accounts due to overdue payment: Accounts will be disabled if payment is not received within 10 days of the invoice date. If your account has been disabled, you may be charged a reconnection fee of up to \$20 in order to re-enable your account.

Termination of accounts due to overdue payment: If the account is not paid within 30 days of the invoice date, the account will be terminated and all information within the account will be deleted.

Cancellation Procedure: Valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, a letter on company letterhead from a person authorised to cancel the account, or the billing password. Non-secure information, such as the contact email address or account billing address, is not sufficient as a security verification. Termination of account in a given month requires at least ten days notice prior to that month's billing date, otherwise account termination and billing termination will not take effect until the subsequent month's billing date. *Any notifications that you wish to discontinue service with us must be delivered via e-mail to accounts@dj.com.au, or via fax 03 98640 0414.*

Virtual Domain Names: Extra additional domains that point to a sub folder (Virtual Domains) are \$5 per domain per month. This is a nonrefundable fee.

Domain Name Transfers: DJC Systems PTY LTD shall not be held responsible for domain transfers. The account holder is responsible for completing any necessary domain name transfers.

Courtesy Services for Customers

All services such as backup and DirectAdmin are provided for the courtesy of the subscriber. It is the sole responsibility of the subscriber to maintain the subscriber's own backup of any data. DJC Systems PTY LTD is not responsible for lost data or for lost data due to third party software that is not maintained by DJC Systems PTY LTD programming staff.

Associations with other Entities

Nothing in our web site (www.djc.com.au) shall be construed to imply any affiliation between DJC Systems PTY LTD and any other company, with the exceptions of those entities stated to be Partners with DJC Systems PTY LTD (and therein to the extent specifically stated), and entities who are subjects of Customer Stories (who were clients of DJC Systems PTY LTD at the time of those stories' initial publication).

Limitation of Damages

Recovery of damages from DJC Systems PTY LTD may not exceed the amount of fees it has collected on the account.

General

Terms of Service are subject to change on seven (7) days written notice. Written notice will be deemed to include notice sent by e-mail to the primary e-mail address we have on file. This notice will be deemed to take effect immediately upon it being sent by us; successful delivery and/or receipt of such notice is the sole responsibility of the subscriber.

These Terms of Service are a legally binding contract between the subscriber and DJC Systems PTY LTD.

By opening an account, the subscriber agrees to the above-stated terms.

Anything not listed in the Terms of Service is open to interpretation and change by DJC Systems PTY LTD administrators without prior notice.

All prices, are non-refundable and nonnegotiable.

Any violation of these Terms of Service will result in termination of the account. DJC Systems PTY LTD maintains the right to terminate accounts without prior notification.

We reserve the right to remove any account with 15 days prior notice.

Remedy

You agree that your sole and exclusive remedy to any issues relating to the DJC Systems PTY LTD Hosting Service is to discontinue using the Service.