

USAGE AND CONTENT POLICY

Our Web Servers performance & operational limits are monitored by DATAPLATZ Administrators and if any website is found to affect the Web Servers operational capacity then those websites maybe requested to go up to the next level of Hosting.

DATAPLATZ has a responsibility to protect each of our clients and provide the best service possible. The DATAPLATZ customer is expected to have a basic knowledge of how the Internet functions, the types of use, which are generally acceptable on the Internet, and the types of use, which are to be avoided. Common sense is the best guide as to what is considered acceptable use. Also common sense is the rule when uploading files during high traffic usage times on the Internet. DATAPLATZ offers space for your site on our servers and has nothing to do whatsoever with your access to reach our servers or the time it takes to upload, etc. The following guidelines were designed to assist our services to be available to all users at all times.

All services provided by DATAPLATZ may 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 is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secrets and other statutes, violation of Australian export restrictions, harassment, fraud, trafficking of obscene material, drug dealing, and other illegal activities. The subscriber agrees to indemnify and hold harmless DATAPLATZ from any claims resulting from the use of the service that damages the subscriber or any other party.

Sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet are PROHIBITED. Links to such materials are also PROHIBITED. A few examples of non-acceptable content or links are:

- *pirated software*
- *hacker's programs or archives*
- *warez sites*
- *mp3 archives*

Any website that uses a high amount of server resources will be given an option of either paying extra (which depends on the resource needed) or reducing the resource needed to an acceptable level. Misuse of system resources, including but not limited to employing posts or programs which consume excessive CPU time or storage space, permitting use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for the customer's own account, resale of access to CGI scripts installed on DATAPLATZ servers, or attempting to use a single customer account for third party websites by allowing more than one domain pointer to be used to reference pages within the customer's site will not be allowed. DATAPLATZ shall be the sole arbiter of what is considered to be a high server usage level.

DATAPLATZ will monitor your bandwidth as necessary and will notify you if your traffic is excessive. Sites deemed excessive may be charged.

DATAPLATZ does not allow clients to install their own chat rooms. Chat rooms tend to be a large system hog and we cannot permit it as an account option. DATAPLATZ may provide chat rooms under certain Plans for free or a small extra fee that should meet most users' needs and run without hindering the performance of the servers.

DATAPLATZ may allow programs to run continually in the background, these programs will be considered on an individual basis and an extra charge will be incurred based on system resources used and operational maintenance needed. If you wish to run background programs please contact us before doing so.

DATAPLATZ does not allow IRC or IRC bots of ANY KIND, NO MATTER HOW SMALL, to be operated on our servers.

DATAPLATZ supports email connectivity to our servers directly. This means you specify POP3 and SMTP server names in your email client to connect to us directly to receive email on behalf of your domain. Any requests for MX record changes to support any other configuration will result in additional charges.

The sending of commercial advertising through email (SPAMMING) from a DATAPLATZ server, referring to a URL on an DATAPLATZ server, or using an email address that is maintained on a DATAPLATZ server is STRICTLY PROHIBITED. This includes but is not limited to activities such as using a non-existent email return address on a commercial solicitation, allowing SPAMMING by third parties to promote a website hosted by DATAPLATZ, mail trolling (posting outrageous messages to generate numerous responses), mail bombing (sending multiple messages without significant new content to the same user), subscribing someone else to a mailing list without that person's permission, cross posting articles to any newsgroup without their permission, and commercial advertisements.

In general, any kind of commercial advertising in areas on the Internet not intended for such purposes is prohibited. Government laws construed as protecting this practice do not apply. If you are found to have SPAMMED, then we will immediately, without warning, terminate your account with no refund. In addition, we will impose a \$100 penalty for each SPAM policy violation. We reserve the right to refuse or cancel service to known SPAMMERS.

Use of copyrighted material without first obtaining appropriate permission from the copyright holder is in strict violation with Federal laws, and will not be tolerated within the web pages hosted by DATAPLATZ. If you are not a DATAPLATZ customer, but believe a DATAPLATZ customer is in violation of one or more copyright laws, please immediately email DATAPLATZ with the site URL and specifics of the material believed to be in copyright violation. If the material proves to be in copyright violation, we will allow the customer/site owner the opportunity to immediately remove the material. If the material is not removed within 48 hours of notice of proven violation, we will disable the account until the customer/site owner complies with our request to remove the material.

Any attempt to undermine or cause harm to a DATAPLATZ server or using an email address that is maintained on an DATAPLATZ machine is STRICTLY PROHIBITED. We reserve the right to deactivate any script (even our own) if it is used to such an extent that it poses a threat to the performance of our network.

Any sub-networks of DATAPLATZ must adhere to this policy. The failure to meet or follow any of these guidelines are grounds for IMMEDIATE ACCOUNT DEACTIVATION. We reserve the right to REMOVE any account (deactivated or not) within 10 days prior notice except for spamming, which warrants immediate removal with no refunds of monies paid to DATAPLATZ.

Complaints about violators of our policies should be referred to DATAPLATZ. Each complaint will be fully investigated. DATAPLATZ reserves the right to fully investigate any reported violations and to determine the proper consequences.

All hosting fees are billed annually in March and are payable in advance for the year. You will be notified via email if your account is in arrears due to non payment. If you change email address you must inform DATAPLATZ. If your account has been removed due to non-payment, a \$50.00 reconnection fee will need to be paid plus all monies due to make your account current. DATAPLATZ will host any domain from any foreign registry.

DATAPLATZ requires any site cancellation to be informed in written notice at least 14 days before the first day of the month. If you cancel service with less than 14 days notice or after the due date, DATAPLATZ will charge the monthly fee for the following month.

This policy, our packages and pricing are subject to change without notice. DATAPLATZ reserves the right to refuse service to anyone or to deactivate any account at its sole discretion.

DATAPLATZ will be the sole arbiter as to what constitutes a violation of any part of this policy.