

## PC At Last Acceptable Use Policy

Upon signing up for PC At Last Webhosting services, all customers agree to comply with PC At Last Webhosting services Acceptable Use Policy. The spirit of this policy is to ensure our customers are using PC At Last Webhosting services, facilities with due regard to the rights of other Internet users and in conformity with the requirements of PC At Last Webhosting services network environment.

### Illegal Use

PC At Last servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of unacceptable content or links include: pirated software, hacker programs or archives, Warez sites, MP3, and IRC bots.

### Adult Content

Adult-oriented sites are not allowed. This includes sites that are associated with bestiality or child pornography, sites which promote hate against any group, sites of such nature will be removed immediately and you will not be refunded. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet, or provide links to such sites.

### Security

Violations of system or network security are prohibited and may result in criminal and civil liability. Examples include but are not limited to the following: unauthorized access, use, probing, or scanning of systems security or authentication measures, data, or traffic; interference with service to any user, host, or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system, broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

### Server Resources

Any web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources over their allotted limits) will be given the option to either pay additional fees (which will depend on the resources required), reduce the resources used to an acceptable level, or upgrade its service to a Dedicated Server plan.

### CGI Scripts

CGI script sharing with domains not hosted by PC At Last is not permitted. Any CGI-scripts deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.

### Chat Rooms

PC At Last does not allow customers to install their own chat rooms not supplied as part of the package they lease from PC At Last. Some Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option.

#### Background Running Programs and Cron Jobs

PC At Last will allow programs to run in the background. These programs will be considered on an individual basis and customers will incur extra charges based on system resources used and operational maintenance needed. If you wish to run background programs please contact PC At Last at admin@pcatlast.com so that we can arrange set-up.

#### IRC

PC At Last does not allow IRC or IRC bots to be operated on our servers.

#### UCE (Unsolicited Commerce Email) - SPAM

Spamming, the sending of unsolicited mass email from or through a PC At Last server or using an email address that is maintained on a PC At Last machine is STRICTLY prohibited. PC At Last will be the sole arbiter as to what constitutes a violation of this provision. Customers are also in violation of this provision if they engage in spamming using the service of another ISP or IPP, but reference in the spam a web site hosted on a PC At Last server. Violators will be assessed a minimum fine of \$500.00 and will face immediate suspension. If you or any sites you host cause our servers or IP's to be listed in spews or any of the spam listing services the offending sites will be terminated with out notice.

#### Server Abuse

Any attempts to undermine or cause harm to a PC At Last server or customer are strictly prohibited.

#### Databases

Any database stored on PC At Last servers shall be limited in size to 50% of the total disk space allotted for that particular domain's plan/web hosting account.

#### Backups and data stored on our servers.

PC At Last keeps backups for archive purposes only, PC At Last does not warrant that the backups will be current or usable for customer data recovery. While we attempt to maintain accurate and current backups we cannot and do not warrant them to be fit or up to date. It is the **customers sole responsibility to maintain current backups of their data**. You agree that at no time PC At Last will be held liable for faulty backups or data stored on our servers. PC At Last and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any failure of backups or corruption or loss of data stored on our servers.

#### Actions Taken by PC At Last

The failure by a customer to meet or follow any of the above Acceptable Use Policy is grounds for account deactivation. PC At Last will be the sole arbiter as to what constitutes a violation of the Acceptable Use Policy. PC At Last reserves the right to remove any account without prior notice.

When PC At Last becomes aware of an alleged violation of its Acceptable Use Policy, PC At Last will initiate an investigation. During the investigation, PC At Last may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, PC At Last may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offence, PC At Last will notify the appropriate law enforcement authorities of such violation.

PC At Last does not issue credits for outages incurred through service disablement resulting from Acceptable Use Policy violations.

PC At Last customers agree to indemnify and hold harmless PC At Last from any claims resulting from the use of our services that damages them or any other party. PC At Last's webhosting service is provided on an as is, as available basis. PC At Last expressly disclaims any representation or warranty that the PC At Last Webhosting service will be error-free, secure or uninterrupted. In cases of outage the client's sole remedy will be a pro-rated credit based on the period difference of downtime and PC At Last's promised up time. No oral advice or written information given by PC At Last, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. PC At Last and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

#### Modification

PC At Last reserves the right to add, delete, or modify any provision of its Acceptable Use Policy at any time with written notice either direct or posted for 30 days in advance to our website..