



3FROGHOSTING
A BIG leap for a better hosting

WEB HOSTING SERVICE TERMS AND AGREEMENT

3FROGHOSTING™ is dedicated in providing an all-round quality service. The following are the terms and conditions which may help us to provide the best quality service to all our clients and to satisfy our legal and ethical responsibilities. Upon acceptance of our services, client fully understands and agrees all the Terms & Conditions stated herein. Complaints regarding this terms will be investigated; any abuse or violation governing in this terms & conditions may results to suspension or deactivation of your account with or without notice; all fees paid shall be forfeited. To report suspected abuses or any violations of these policies, please contact **abuse@3froghosting.com**.

We **do not permit to host excessive** Anime, Manga, Movies, MP3, Torrents and File Download sites whose "main/primary" purpose is for storage/archival and distribution.

We have the right to modify any terms & conditions stated herein anytime without notice. Also, we reserve the right to refuse, cancel, or suspend services at our own sole discretion.

Illegal Usage

3FROGHOSTING™ 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, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of **not acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots**. Clients of 3FROGHOSTING™ agrees to indemnify and hold harmless information from any claims resulting from the use of the service that damages the subscriber or any other party.

Adult Content

Due to special system and network requirements of adult oriented sites, pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or any links to other website with adult content. This is to promote illegal activity or content that may be damaging to our servers or any other server on the Internet.

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, probe, or scan of a 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 and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Server Resource

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. 3FROGHOSTING™ shall be the sole arbiter of what is considered to be a high server usage level.

CGI/PHP/ASP Scripts

Cgi script sharing with domains not hosted by 3FROGHOSTING™.com is not allowed. Any cgi-scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice.

Chat Rooms

3FROGHOSTING™ does not allow clients to install their own chat rooms. Chat rooms tend to be large system hogs and we cannot permit it as an account option. 3FROGHOSTING™ does provide a choice of Java chatrooms which should meet most users' needs and run without hindering the performance of the machine of our servers.

Background Running Programs and Cron Jobs

3FROGHOSTING™ does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation.

Backups

3FROGHOSTING™ performs backups on all servers to ensure critical files are never lost. However 3FROGHOSTING™ is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups.

Client Responsibility

The client is responsible to all activity originating from the account unless proven to be a victim of outside hacking or address forgery; for securing their username/password; for all material on their site that may be put on by a third party (such as the usage of Free For All links pages).

The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of 3FROGHOSTING™ to provide this knowledge or support outside matter specific to 3FROGHOSTING servers.

UCE (Unsolicited Commerce Email) – SPAM

Spamming, or the sending of mass unsolicited email, from or through a 3FROGHOSTING™ server or using an email address that is maintained on a 3FROGHOSTING™ machine is STRICTLY prohibited. 3FROGHOSTING™ will be

the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channeling activities through a 3FROGHOSTING™ server as a mail drop for responses, you are in violation. Violators will be assessed a minimum of \$200.00 fine and will face an immediate suspension.

Server Abuse

Any attempts to undermine or cause harm to a 3FROGHOSTING™ server or customer of 3FROGHOSTING™ is strictly prohibited.

Any sub-networks of 3FROGHOSTING™ and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.

Software Distribution

3FROGHOSTING.com's shared Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact sales @ 3froghosting.com for special arrangement.

Multimedia Files

Multimedia files are defined as any graphics, audio, and video files. 3FROGHOSTING.com Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

Domain Names

3FROGHOSTING.com will take necessary steps to register domain names on behalf of the client when requested. However, clients are responsible for renewing their domain names. 3FROGHOSTING.com does not take responsibility for failing to renew domain names. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire.

We will make every effort to register, transfer and/or renew your requested domain name. This is not a guarantee that your requested domain name is available for registration, transfer and/or renewal. Your domain name may go unregistered, untransferred and/or renewed, due to circumstances beyond our control, such as registry, software and other problems or outages, and will not be grounds for compensation of financial loss. An order for domain name registration, transfer and/or renewal, does not guarantee domain name registration, transfer and/or renewal. Domain names will not be registered, transferred and/or renewed until payment is received. If requested domain name is paid for, to us and subsequently not registered, transferred and/or renewed by, the domain registration fee will be refunded.

If we register domain names on your behalf and you refute the entire charge or if we must issue a full refund, your domain name will be forfeited and your domain name becomes the property of 3FROGHOSTING™. This also

applies to any special promotional offers whereby a domain name is included as part of a promotional offer. Note, this only applies to domain names we register on your behalf.

Database

Any database stored on 3FROGHOSTING.com servers shall be limited in size to 20% of the total disk space allotted for a particular domain.

Actions Taken by 3FROGHOSTING™

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. 3FROGHOSTING™ will be the sole arbiter as to what constitutes a violation of the AUP. 3FROGHOSTING™ reserves the right to remove any account without prior notice.

When 3FROGHOSTING™ becomes aware of an alleged violation of its AUP, 3FROGHOSTING™ will initiate an investigation. During the investigation, 3FROGHOSTING™ may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, 3FROGHOSTING™ 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 offense, 3FROGHOSTING™ will notify the appropriate law enforcement authorities of such violation.

3FROGHOSTING™ does not issue credits for outages incurred through service disablement resulting from AUP violations. Customers agree to indemnify and hold harmless 3FROGHOSTING™ from any claims resulting from the use of our services that damages them or any other party. The 3FROGHOSTING™ service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. 3FROGHOSTING™ expressly disclaims any representation or warranty that the 3FROGHOSTING™ service will be error-free, secure or uninterrupted. No oral advice or written information given by 3FROGHOSTING™, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. 3FROGHOSTING™ 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.

Governing Law

Customer understands that for all disputes, with regard to any of 3FROGHOSTING™ services or any term listed in this policy, the only jurisdiction that shall be used in determining liability is the court situated in Queensland, Australia. If 3FROGHOSTING™ is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse 3FROGHOSTING™ for its legal fees, costs and disbursements if 3FROGHOSTING™ is successful. You agree that the Courts of the State of Queensland, Australia are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery.

Severability

If any term or provision of this Agreement is found to be unenforceable for any reason, this Agreement shall remain in full force and effect and shall be fully enforceable on its remaining terms and conditions.