

## TERMS OF SERVICE

The use of services from Warrenasia Technologies / [www.warrenasia.com](http://www.warrenasia.com) (hereafter referred to as "Warrenasia") constitutes agreement to these terms.

### 1.) Account Setup / Email on file

We will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under. If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times. Providing false contact information of any kind may result in the termination of your account.

### 2.) Content

All services provided by Warrenasia may only be used for lawful purposes. The laws of the State of Florida, the State of Texas, and the United States of America apply.

The customer agrees to indemnify and hold harmless Warrenasia and/or our partners from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. If you believe that your copyright or trademark is being infringed upon, please email [abuse@warrenasia.com](mailto:abuse@warrenasia.com) with the information required. A list of required information may be requested from us.

Examples of unacceptable material on all Shared and Reseller servers include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, filedump, mirror, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), topsites, commercial audio streaming (more than one or two streams), Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and or websites that distribute or link to warez content are prohibited.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene or threatening is prohibited and will be removed from our servers with or without notice.

Failure to respond to email from our abuse department within 48 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via email and will have a response within 48 hours.

If in doubt regarding the acceptability of your site or service, please contact us at [abuse@warrenasia.com](mailto:abuse@warrenasia.com) and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

**It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password.**

### **3.) Zero Tolerance Spam Policy**

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice.

Sites advertised via SPAM (Spamvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO (<http://www.spamhaus.org/rokso>) may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

Warrenasia reserves the right to require changes or disable as necessary any web site, account, database, or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

Warrenasia reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of Warrenasia.

### **4.) Payment Information**

You agree to supply appropriate payment for the services received from Warrenasia, in advance of the time period during which such services are provided. As a client of Warrenasia, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. Any invoice that is overdue and not paid will result in a Rs. 500 late fee and/or an account suspension until account balance has been paid in full.

Warrenasia reserves the right to change the monthly payment amount and any other charges at anytime.

### **5.) Backups and Data Loss**

Your use of the service is at your sole risk. Warrenasia is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Warrenasia servers.

### **6.) Cancellations**

Warrenasia reserves the right to cancel the account at any time with or without notice.

**Any abuse of our staff in any medium or format will result in the suspension or termination of your services.**

Customers may cancel at any time via email or phone.

### **7a.) Resource Usage**

User may not:

- a) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.
- b) Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- c) Run any type of web spider or indexer (including Google Cash / AdSpy) on shared servers.
- d) Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e) Run any bit torrent application, tracker, or client. Please note that you may link to torrents off server, but may not host or store them.
- f) Participate in any file-sharing/peer-to-peer activities
- g) Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- h) Run cron entries with intervals of less than 15 minutes

When using PHP "include" functions for including a local file, include the local file rather than the URL. Instead of include("http://yourdomain.com/include.php") use include("include.php")

### **7b.) INODES**

The use of more than 50,000 inodes on any shared account may potentially result in suspension. Accounts found to be exceeding the 50,000 inode limit will automatically be removed from our backup system to avoid overusage. Every file or directory on your account uses up 1 inode.

Simply exceeding the limit does not constitute grounds for suspension however accounts that constantly create and delete large numbers of files on a regular basis or causing file system damage may cause your account to be flagged for review.

### **8.) Bandwidth Usage**

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, terminate the account and/or charge you an additional fee for the overages. Unused transfer in one month cannot be carried over to the next month.

### **9.) Uptime Guarantee**

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of Warrenasia dependant upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact sales@warrenasia.com with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared / reseller solutions.

### **10.) Reseller: Client Responsibility**

Resellers are responsible for supporting their clients. Warrenasia does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all content stored or transmitted under their reseller account and the actions of their clients'. Warrenasia will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

### **11.) Shared (non-reseller accounts) / Semidedicated Servers**

Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account. Semidedicated servers are not backed up. You must maintain your own backups.

## **12.) Price Change**

The amount you pay for hosting will never increase from the date of purchase. We reserve the right to change prices listed on Warrenasia.com, and the right to increase the amount of resources given to plans at any time.

## **13a.) Indemnification**

Customer agrees that it shall defend, indemnify, save and hold Warrenasia harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Warrenasia, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Warrenasia against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Warrenasia; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Warrenasia's server.

## **13b.) Arbitration**

By using any Warrenasia services, you agree to submit to binding arbitration. If any disputes or claims arise against Warrenasia or its subsidiaries, such disputes will be handled by an arbitrator of Warrenasia's choice. An arbitrator from the American Arbitration Association or the National Arbitration Forum will be selected in the state of Texas. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this Arbitration Clause. You are also responsible for any and all costs related to such arbitration.

## **14.) Disclaimer**

Warrenasia shall not be responsible for any damages your business may suffer. Warrenasia makes no warranties of any kind, expressed or implied for services we provide. Warrenasia disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by Warrenasia and its employees.

## **15.) Disclosure to law enforcement**

Warrenasia may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

## **16.) Changes to the TOS**

Warrenasia reserves the right to revise its policies at any time without notice.

## EMAIL LIMITS and SPAM

### Limits

There is a 500 hourly email limit per domain this limit is also applied towards mailman. If you send over this amount in any hour most of the e-mails will bounce back with an undeliverable error.

Many of our servers have a 60 pop checks per hour limit per e-mail address. If you go over this you're likely to get a wrong password error message saying login incorrect. Just wait an hour and it will automatically unlock you. to prevent this from happening again make sure to disable auto checking or at least set it to something higher such as 10 minutes.

Any mailing list larger than 5,000 will require a dedicated hosting solution from us. Note: dividing one large list into smaller lists to get below this limit is not allowed.

### Mailing Lists Rules

1. Anytime you're sending a message no matter how large your e-mail list is you must throttle it. We recommend you throttle it to at the very least sending 1 email every 6 seconds. If the mailing list software you're using does not allow you to throttle you must switch to something else. We recommend **phplist** which can be found in your control panel under **fantastico**. If you do not throttle and you try sending let's say 500 emails the server will try sending all 500 in 1 second which is not possible. This will cause the server load to go very high and for the entire server to be sluggish until this process is completed. It is our job to keep the server up and running without being sluggish. Anyone who causes the servers load to go high will be suspended and the process will be terminated. If you choose not to throttle you will most likely be suspended for crashing the server.

2. Any mailing list over 900 emails is only allowed to be sent to during off-peak times to prevent high server loads. Off peak times qualify as all day Saturday and Sunday, and 1am - 8 am Eastern Time Monday - Friday.

3. You are not allowed to mail to a mailing list you were given or purchased. This is spamming because they never agreed to you personally sending them mail. We do not care how you justify it. This is spam and will result in termination of the offending account.

4. Any unsolicited e-mail being sent will result in termination of the offending account. We take a zero tolerance stance against sending of unsolicited e-mail.

5. Any mailing list MUST comply with all guidelines set forth by the United States. These can be found at: <http://www.ftc.gov/bcp/online/pubs/buspubs/canspam.htm>

6. No Direct SMTP mailers are allowed. An example of this is DarkMailer. Any mail should be relayed through the local MTA (localhost:25) for further delivery by the server and not done directly by scripts.