

Terms and Conditions

Service Agreement for Web and Email Hosting

The following agreement is between Acme Commerce Sdn Bhd ("ACSB") and You ("client").

- WHEREAS, ACSB is an information provider connected to the Internet. ACSB offers web hosting and email server hosting services over the Internet through access to its Web Server;
- WHEREAS, Client seeks to utilize ACSB's server for its own purposes;
- WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, ACSB can make no guarantee that any given reader shall be able to access ACSB's server at any given time. ACSB represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible.

Now therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

A) Financial Arrangements

1. Client agrees to a minimum one (1) year contract, beginning upon ACSB's receipt of payment for the first year of service.
2. First year payment plus setup charges, if any, shall be due in advance of service. Whilst our pricing may be broken down to a monthly figure, all accounts are payable yearly in advance. The account cannot be transferred or used by anyone other than the subscriber.
3. This agreement will automatically renew for successive one (1) year period unless canceled in writing 14 days prior to the annual renewal date. Written notice may be by postal, the ACSB form or fax transmission. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions.
4. Renewal fees for the following term will be automatically charged to the credit card on file for your account unless other arrangements have been made. Payments may also be made by cheque. Returned cheques are subject to a RM50.00 returned cheque fee.
5. Accounts that have unpaid invoices and past the renewal date will be suspended without prior notice until the account is brought current. ACSB reserves the right to terminate the account and delete the files. ACSB reserves the right to apply a RM50.00 reconnection fee to all suspended accounts. Suspension does NOT release client of the responsibility for payment of the account and monies due.
6. In any case where Client has exceeded the allocated free quota of web space, email space and data transfer ACSB reserve the rights to bill the extra web space, email space and data transfer used accordance with the standard price list or suspend the account immediately without any prior notice.
7. Furnishing false data on any contract or application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

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B) Texas

ACSB shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from Client or ACSB's server. Client agrees to take full responsibility for all taxes and fees of any nature associated with such products sold.

C) Material and Products

ACSB will exercise no control whatsoever over the content of the information passing through the network except for what is noted in Section J of this agreement. ACSB will not host any material that is, in ACSB sole discretion, judged as unlawful, threatening, pornographic, political, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law. Please contact ACSB if uncertain of the nature of your content. ACSB makes no warranties or representations of any kind, whether expressed or implied for the service it is providing.

ACSB also disclaims any warranty of merchantability or fitness for particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Client. Use of any information obtained by way of ACSB is at the Client's own risk, and ACSB specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Connection speed represents the speed of a connection to and do not represent guarantees of available end to end bandwidth. ACSB expressly limits its damages to the Client for any non-accessibility time or other down time to the pro- rata monthly charge during the system unavailability. ACSB specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

Client may not run background processes on ACSB's servers. Violations of this policy will result in a user's background processes being killed, and may result in account suspension.

D) Trademarks & Copyrights

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

E) Age

The Customer certifies that he or she is at least 18 years of age.

F) Internet Etiquette

- Electronic forums such as mail distribution lists all have expectations regarding subject area and appropriate etiquette for posting. Users of these forums should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources of ACSB may not be used to impersonate another person or misrepresent authorization to act on behalf of others or ACSB. All messages transmitted via ACSB should correctly identify the sender; users may not alter the attribution of origin in electronic mail messages or posting. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorized access.
- ACSB does not permit the transmission of unsolicited e-mail. Complaints or allegations regarding the abuse of e-mail will be investigated. If it is found that the client has engaged in the intentional transmission of unsolicited e-mail, a warning to cease and desist will be issued. Subsequent violations will result in suspension and/or termination of the account.
- Software items that result in denial of service are not fit for use. ACSB reserves the right to delete those files.
- Clients may not use the account as storage facility or as a download site for MP3, softwares, offer free emails, free websites, free banner exchange services or any large scale free services. Customer may also not run any kind of chat script or create any kind of chatting site using the hosting service.

G) Privacy

ACSB will make every effort to protect the privacy of ACSB's clients. ACSB will not reveal personal information regarding its clients. ACSB cannot however protect privacy through the Internic registration database as this information is open to the public.

H) Termination

1. This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Written notice may be by postal or fax transmission. ACSB reserves the right to verify all cancellations before terminating service. Notwithstanding the above, ACSB may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement.
2. At any time ACSB believe that the service is being utilized by client causes any kind of network or server problem or disturbance, ACSB may immediately terminate service without liability and without refund.
3. All data not limiting to web and email will be deleted immediately if the termination is due to breach of contract, otherwise to be deleted 40 days after the date of service expiry.

I) Limited Liability

1. Client expressly agrees that use of ACSB's Server is at Client's sole risk. Neither ACSB, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that ACSB's Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the ACSB Server service, unless otherwise expressly stated in this Agreement.
2. Under no circumstances, including negligence, shall ACSB, its offices, agents or any one else involved in creating, producing or distributing ACSB's Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the ACSB Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to ACSB's records, programs or services. Client hereby acknowledges that this paragraph shall apply to all content on ACSB's Server service.
3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

J) Lawful Purpose

Client may only use ACSB's Server for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted materials, material judged to be obscene, threatening, pornographic, political, abusive, libelous, or encourages conduct that would constitute a criminal offense, give rise to civil liability or material protected by trade secrets.

K) Indemnification

Client agrees that it shall defend, indemnify, save and hold ACSB harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against ACSB, its agents, its customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless ACSB against Liabilities arising out of

1. any injury to person or property caused by any products sold or otherwise distributed in connection with ACSB's Server;
2. any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party;
3. copyright infringement and
4. any defective product which Client sold on ACSB Server.

M) Contact Revisions

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Client on renewal of ACSB services as specified in Section A.

1. ALL software and files uploaded must follow the standard Internet guidelines for fitness of use. Such software items that result in denial of service are not fit for use. ACSB reserves the right to delete those files.
2. Clients may not use the account as storage facility or as a download site for MP3, softwares, offer free emails, free websites, free banner exchange services or any large scale free services. Customer may also not run any kind of chat script or create any kind of chatting site using the hosting service.

N) Value Added Reselling

Clients approved and authorized as ACSB's resellers are allowed to resell the storage and transfer services provided by ACSB as provided for in its standard product offering. Client agrees to handle and is responsible for all third-party client's content, support, set-up, maintenance and billing. Client agrees to having the necessary additional knowledge and skill level required. Client also agrees that they are responsible for all payments for accounts brought on by client under the reseller program.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications to this Contract thereto are agreed to by the both parties upon renewal of services.