



Acceptable Use Policy (AUP)

PROHIBITED CONTENT AND ACTIVITIES

The following statements pertain to all products and services offered by ACSB.

Illegal Activity

Customer may only use ACSB Web Hosting's Server for lawful purpose. Transmission of any material in violation of any Country, Federal, State or Local regulation is prohibited. To this effect, child pornography is strictly prohibited as well as housing any copyrighted information (to which the customer does not hold the copyright or an appropriate license) on ACSB Web Hosting's Server. Also, using ACSB's servers or network to conspire to commit or support the commission of illegal activities is forbidden as well.

Hacking

Websites dedicated to the discussion of hacking activities or the distribution of hacking tools are prohibited. Also, the usage of ACSB's computer systems or network to access any system, service, or network without the owner's consent is expressly forbidden.

Service Interruptions

Any activity which causes service interruptions to either ACSB's network/servers or any outside network. This includes, but is not limited to, the execution of Denial of Service attacks or other maliciously configured software.

Anonymous Proxies

Anonymous proxies are easily abused and often cause a negative impact on both the servers and the network they are connected to. As such, they're prohibited on ACSB's network and servers.

Spamming

Customer agrees to not have any content on their site that advocates, sells or in any way makes available tools or methods to send unsolicited e-mail or usenet postings (spam), or to use ACSB Web Hosting's Servers for relaying unsolicited e-mail or usenet postings, or to use unsolicited e-mail or usenet postings to advertise for their site hosted at ACSB. Any complaint we receive about a violation of this or the preceding two points will be taken very seriously and will result in immediate account cancellation without a refund. More details about our anti-spam policy can be found at <https://webserver.com.my/anti-spam-policy/>

Personal Information Harvesting

Collecting or using email addresses, screen names or other personal identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting).

Blacklisting

You agree that if the ACSB IP numbers assigned to your account are listed on an abuse database or blacklist like Spamhaus, you will be in violation of this AUP, and ACSB may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.



Investment sites

FOREX, egold exchange, etc.

Spoofing/Impersonation

Usage of the ACSB network to impersonate another person or entity, be it through Email, Internet Forums, or any other means, is strictly prohibited. This includes spoofing email or network packet headers whether or not it is done for malicious purposes.

Spamdexing

Customer agrees to not engage in activities pertaining to Black Hat SEO, Spamdexing, and so-called "Scraper sites." These can all have a severely detrimental effect on server performance and are not permitted.

Any conduct that is likely to result in retaliation against ACSB's network or website, or ACSB's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Backup and Data Loss

With the exception of ACSB Dedicated Server products, the customer agrees to make use of ACSB Web Hosting servers primarily for the purpose of hosting a website, and associated email functions. Data uploaded must be primarily for this purpose. ACSB Web Hosting servers are not intended as a data backup or archiving service. ACSB Web Hosting reserves the right to negotiate additional charges with the Customer and/or the discontinuation of the backups/archives at their discretion. If you exceed your allocated transfer bandwidth for a month, you will be billed at the rate of follow price table per additional 10GB.

Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. ACSB is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred. Backups will not be provided for accounts that have been suspended or terminated.



Shared Hosting Addendum (AUP)

PROHIBITED CONTENT AND ACTIVITIES

The following statements pertain exclusively to shared web hosting products and services offered by ACSB.

Adult Thumbnail Galleries/Banner Exchanges

You agree not to run a banner exchange, free adult tgp (thumbnail gallery post), or free adult image galleries on your website.

Abusive Scripts/Processes

Any script/process/etc that adversely affects the ability of any other customer to satisfactorily use their provided services is forbidden. This includes, but is not limited to, CPU-intensive CGI/PHP scripts and websites for which the scale of traffic has exceeded the acceptable limits of a shared hosting environment.

IRC Bots/Bouncers

All IRC bots and "bouncers" (bnc, etc) are forbidden.

BitTorrent software

While we recognize the value in the BitTorrent protocol as a distribution method, it is far too easily (and often accidentally) abused/misused and therefore not allowed on ACSB Shared Hosting services.

Proxy Software

All proxy software, anonymous or otherwise, is forbidden on ACSB Shared Hosting services.

Network Daemons

Any process that opens a network socket to accept connections from external networks is forbidden. Processes are allowed to bind to the local host only, but are held to the limitations placed on all other processes. They must not use up more than their fair share of resources and they must not interfere with any other customers' activities.

Resource Usage Limits

Databases

- Accounts are restricted to 15 concurrent MySQL connections.
- Databases cannot exceed 2GB in size.
- Tables cannot exceed 1000.
- Database queries cannot exceed 8,000 per hour.
- Run any MySQL queries longer than fifteen (15) seconds. MySQL tables should be indexed appropriately

Emails

- Attachments larger than 20MB in size should not be sent by email.
- Outbound emails should not be sent to more than 100 recipients every 15 minute in window server.
- Outbound emails should not be sent to more the 300 per domain every 1 hour under linux server.



Files & Folders

- Accounts may not exceed more than 500,000 files and folders (Windows) or 300,000 inodes (Linux). Every file or folder in your hosting account uses up one inode.
- Accounts exceeding more 100,000 inodes may be removed from our backup system.

CPU Usage – Websites

- Exceed a 15 minute load average greater than two (2) times the amount of CPU cores given.

Cron Job

- Run cron entries with intervals of less than fifteen (15) minutes.
- Consume more than 30 seconds of CPU time per execution (realtime).

Reseller: Client Responsibility

Resellers are responsible for supporting their clients. ACSB 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'. ACSB will hold any reseller responsible for any of their clients actions that violate the law or the terms of service.

Promotional Codes

- You may not change/submit a promo code or referrer after you've finished signing up.
- Promo codes/referrers are for new customers only — if you use one you may not host on your account any domain ever previously hosted with ACSB.

Uptime Guarantee

Shared Hosting Account

If your shared hosting account downtime is not within the 99.9% uptime, you may request for credit on your account based on our Service Level Agreement. Uptime of the server is defined as the reported hardware and network availability, not uptime from individual service which is independent of the actual uptime of the server. Third party monitoring services reports may not be used for justification due to unreliable monitor's network capacity/transit availability. To requests credit, please open a support ticket to report your claim with justification based on our term and condition. Credit approval is at the discretion of ACSB.

Reseller & VPS Accounts

All Reseller and VPS accounts are ensured with a 99.9% monthly Guarantee. The first forty-five (45) minutes, i.e. 0.1%, of Service unavailability per month are not eligible. If the Service has been up for less than 99.9% we'll offer a 1-day charges for service and below 98% will be 2-day charges for service. The maximum amount of Credit can be claimed shall not exceed 50% of the total Monthly Fee for the Service provided. Downtime must be confirmed by a staff member of our Support Team. Credit cover only the hosting fees. All other fees such as setup fees, addons fees, upgrade fees, managed services fees and other miscellaneous fees (e.g. managed firewall service, managed monitoring service) are not included.



Example of Calculation

Downtime in month	50 hours
Today Days in a Month	30
Uptime %	$100\% - (50 / (30 \times 24)) = 100\% - 6.94\% = 93.06\%$
Hosting Fee (Yearly)	RM 300.00 /Year
Hosting Fee (Daily)	$300.00/365 = \text{RM } 0.822$
Credit for Client	$\text{RM } 0.822 \times 2 \text{ day} = \text{RM } 4.932$

To claim a Service cycle prolongation You need to contact Us by submitting a ticket within the first 3 calendar days after the downtime took place.

Limitation

Any Service interruption deriving from failure or deficiency of ACSB infrastructure and equipment may not be eligible if caused or associated with such things as but not limited to:

- DDoS or similar attacks on Our servers.
- Third-party software failure.
- You maxing Your resource container
- Issues resulting from errors or omissions by You
- Interruptions caused by You from custom scripting, coding or the installation of third-party applications.
- Network conditions across the internet (outside of our network), such as between Your ISP and Our data center.
- Firewall blocks/bans.
- Browser or DNS caching issues.
- Outages related to the reliability of certain programming environments
- Any other circumstances beyond our control or that are not reasonably foreseeable.
- Any act of God or force majeure which results in the failure of the service.

ACSB reserves the right to measure uptime on its own at any time.

Server Maintenance Policy

Purpose

This is ACSB Web Hosting's Server Maintenance Policy. This Server Maintenance Policy discusses the ways in which we maintain our technology to improve and administer the Services (as defined in the Terms of Service) and how you will be impacted by those actions. Capitalized terms used but not defined in this policy have the meaning given to them in our Terms of Services, located at: <https://www.webserver.com.my/terms-and-condition/>.

Availability

We offer a 99.9% uptime commitment. We will use our commercially reasonable efforts to provide the Services twenty-four (24) hours a day, seven days a week. However, in order to operate in an efficient and secure manner, servers and network equipment require routine maintenance and upgrades ("Scheduled Downtime") and you acknowledge that from time to time the Services may be unavailable for various reasons, including due to Scheduled Downtime or causes beyond our control. We will provide commercially reasonable advance notice to you for Scheduled Downtimes, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility, or inoperability of our web servers but we are not responsible for the unavailability.



Maintenance

Planned outages, including Scheduled Downtime, during these periods will not fall under our 99.9% uptime commitment. ACSB Hosting will make a reasonable effort to advise ACSB Hosting customers as far in advance as possible of any predicted extended outages.

- **Definitions.** Three types of maintenance downtimes are defined:
 - a) "Routine Maintenance" means a weekly short downtime necessary for quick updates and patches requiring reboots or restarts.
 - b) "Comprehensive Maintenance" means a longer monthly or otherwise scheduled downtime necessary for more significant enhancements.
 - c) "Emergency Maintenance" means a service affecting maintenance that is so severe it requires immediate attention.
 - d) "Scheduled Downtime" includes (a) and (b) above.
- **Intervals.** The Scheduled Downtime intervals are as follows (the time zone is where the data centre or server is located):
 - a) Routine Maintenance Window (Weekly). Sunday mornings, from 12:00 AM until 9:00 AM, outages should not exceed fifteen (15) minutes unless other problems are encountered and will NOT be announced.
 - b) Comprehensive Maintenance Window (Monthly or Scheduled). Saturday evening of every month from 7:00 PM until 1:00 AM Monday morning or otherwise scheduled and communicated to affected customers via your contact email address.
 - c) Emergency Maintenance. This type of maintenance is inherently not scheduled and is only used in extreme circumstances. We will make our best effort to notify customers should this become necessary.
- **Limitations.** This Server Maintenance Policy includes but is not limited to: (i) Shared servers and accounts, (ii) Reseller servers and accounts, (iii) VPS servers and accounts, (iv) Dedicated servers and accounts, (v) all network equipment, and (vi) Internal websites such as billing and support. Major system upgrades may require additional Scheduled Downtime.