



Terms and Conditions

Last updated: 06 October 2021.

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 minimum 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.



B) Taxes

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 45 days after the date of service expiry.
4. Termination Due to None Renewal. ACSB may terminate this Agreement if You failed to pay for the renewal fees of its Services on time upon renewal.
5. Termination Due to None Compliance by Customer. If the Agreement or Services is terminated by You or by ACSB due to non-compliance by You of any provisions in this Agreement prior to the expiry of the Initial Term, You shall pay ACSB in full all charges, fees and rentals for the remainder of the said term. Or refer to Appendix I



6. Fees. On termination of this Agreement, You shall pay ACSB:
 - all amounts invoiced to You in accordance with this Agreement and unpaid as at the termination date together with the interest charged on those amounts; and
 - all amounts incurred by You but not invoiced to You as at the termination date. Or refer to Appendix I
7. Services De-activation. If You terminates your account, ACSB will de-activate the server/account on the day You specify the account is cancelled. ACSB will not maintain an archival copy of your Web site(s) or files. It is your responsibility to remove any data off the server prior to the date provided in their cancellation notice.
8. Rights. Termination of this Agreement by either You or ACSB for any reason whatsoever shall be without prejudice to any other rights, remedies or claims ACSB may have against You under this Agreement or at law in respect of any antecedent breach by You of any provision of this Agreement.
9. Effect of Termination. If ACSB terminates Your right to access or use any portion or all of the Services:
 - You remain responsible for all fees and charges You have incurred prior the date of termination; Or refer to Appendix I
 - You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of termination; Or refer to Appendix I
 - You will not be entitled to any service credits under the Service Level Agreements for any period of post termination; and refer to Appendix I
 - ACSB will erase ALL of Your Content as a result of Your termination, except as specified elsewhere in this Agreement. Or refer to Appendix I
 - Any such termination shall not be a breach by ACSB of this Agreement. Or refer to Appendix I

1) 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.

L) 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 chating site using the hosting service.

M) 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.



N) Other Agreements

Client agrees to abide by the terms set forth in this document as well as other ACSB policy documents including, but not limited to:

- Acceptable Use Policy (AUP)
- Anti-Spam Policy
- Backup Policy
- Unlimited Policy

Modifications to the Agreement

ACSB may from time to time, vary or modify the terms and conditions of this Agreement (including any Policies) by posting/update a revised version on the ACSB Official Website. The modified terms will become effective upon posting or, if ACSB notifies You by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. It is Your responsibility to check the ACSB Website regularly for modifications to this Agreement. ACSB last modified this Agreement on the date listed at the beginning of this Agreement.

General

1. Additional terms and conditions and policies set out in ACSB Website are in addition to this Agreement and ACSB reserves the right to revise those terms and conditions from time to time. In the event of any conflict or inconsistencies between the provisions of this Agreement and any terms and conditions set out in ACSB Website, the terms and conditions set out in ACSB Website shall prevail.
2. In the event of an invoice dispute, You shall pay all undisputed amounts on the invoice due date. To the extent that You dispute any portion of the invoice, You shall notify ACSB in writing and provide documentation supporting Your dispute before the invoice due date or Your right to any billing adjustment shall be waived. If the dispute is resolved against You, You shall pay such amount due plus interest as set forth in this Agreement from the date the payment was originally due.

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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.

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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.

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Anti-Spam policy

ACSB is proactively against the rampant abuse of internet email for unsolicited marketing and we do not tolerate our servers being used to send or receive spam (unsolicited bulk) email. ACSB clients agree to terms of service which include an Acceptable Use Policy prohibiting transmitting or facilitating spam. If you receive unsolicited email from a ACSB customer, please report it (with all headers!) to abuse@webserver.com.my. Any user found to knowingly violate our SPAM policy will be terminated.

Definition of UBE (Unsolicited Bulk E-mail), or spam:

- Use of ACSB hosted domain or server to send any message, promotional material or other form of solicitation via e-mail not explicitly requested or permitted by the recipient of such message.
- Unsolicited postings to newsgroups advertising any IP or URL hosted by ACSB Hosting
- Use of web pages set up on other ISPs which allow spamming by directly or indirectly referencing domains or IP addresses hosted by ACSB Hosting.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate a means to spam.
- Forging or misrepresenting message headers, in whole or in part, to mask the true origin of the message.

Penalties for Spamming:

ACSB reserves the right to terminate, without warning, any account violating our anti-spam policy. Use of ACSB services constitutes acceptance of this policy. ACSB may, at its option, charge \$75 per validated spam complaint received for any domain or IP on our network. These charges are non-refundable and will be invoiced to the owner of the domain or server at the time of complaint notification. ACSB will determine at it's discretion what is considered "spam" or "UCE" and determine from available evidence whether this was the actual intent of the customer.

Spamware

It is strictly prohibited in conjunction with your ACSB account to sell software designed specifically to facilitate the practice of spamming.

Disablement

ACSB reserves the right to disable any account at any time should it feel there is a reasonable suspicion that it is being used in conjunction with the practice of spamming.

Customers must substantially address all spam related inquiries by ACSB personnel within 72 hours. Failure to respond within a reasonable period of time may result in the disablement of the user's account.



Backup and Restore Service Policy

No backup solution is 100% reliable for all situations. Customers are responsible for maintaining their own backups on their own personal computers. ACSB does not provide any sort of compensation for lost or incomplete data in the event that backups do not function properly. As such, ACSB strongly encourages all of our customers (shared hosting and dedicated/virtual servers) to maintain local copies (on their own systems) of their site for backup/recovery purposes. ACSB strongly recommends that before customers make changes to their site, they ensure they have a local copy of their functional site.

- Any shared hosting account using more than 10 Gigabytes of disk space will be removed from our backup system.
- And our backup is mainly for our Internal use.
- All customer that request for data restore from our backup system will be charged for RM150 for working hours, and RM250 for extended hour on every restore.
- Our System backups are made daily. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups

The following describes ACSB managed backup/restoration services and policies for

A) Dedicated/VPS server/Dedicated Email server

1. Backup service is not included by default with managed servers nor unmanaged servers. The available backup/restore options will vary based on the options you purchased with your plan.
2. ACSB would not provide backup service to servers that is not managed by ACSB.
3. Server OS backup is not included in our standard backup plan.
4. For dedicated server email backup plan, only the email data directory will be backup.
5. There will be no backup service available for dedicated server with Raid configuration.
6. For managed backup service, customer would not able to choose any target files/folder to backup, ACSB will help to backup the standard web site directory, email folder, database folder to achieve the RPO.
7. Backup data is retained for 14 days.
8. Client required to subscribe backup storage quota 5 times of data size.
9. The backup system would not backup if customer data size have exceeded the backup quota they subscribed with ACSB.
10. No online backup control panel provided, we will only provide offline report upon request, maximum once per month (disk space report).
11. Charges incurred for each data restoration request.
12. When customer request a restore, in general we do not restore the files directly to your site to prevent accidental overwriting of files. Instead, we restore them offline to another folder/location, then customer use those files to republish to web site or mailbox to meet their restore/recovery needs.
13. Client is required to fill in restore backup agreement form to agree the term and condition when request for data restoration for their server.



14. Data recovery period is within 12 -48 hours upon payment received.
15. The support team will review our backups and notify you of what is available. In most cases, we will help to restore the latest best set of backup, however ACSB does NOT guarantee the data restored is 100% functional because sometimes the data in server could be corrupted before backup.

B) OS Backup service

Dedicated server

1. OS backup is an optional service which not included by default with managed servers nor unmanaged servers.
2. Server OS backup is not included in our standard backup plan.
3. OS backup is only available for dedicated Windows server 2008, 2012 and above only, there is no OS backup available for Linux server.
4. No OS backup solution for Windows 2003 dedicated server.
5. No OS backup solution for dedicated server with Raid 5 or Raid 10 configuration.
6. Client database and application files should not place in the server C drive.
7. The recommended server memory is 8 GB Ram, the server performance will be affected if the client server Ram is less than 4 GB, because the OS backup process would take up a lot of server resources.
8. To avoid affect the server performance in business working hour, ACSB schedule perform nightly image backup as the OS backup process would cause temporary degrade performance of server.
9. If the server OS partition size is exceeded 100 GB, ACSB would not backup the OS partition anymore.
10. ACSB schedule to run 4 times OS backup per year, client is allow 3 times extra ad hoc backup.
11. The latest working set OS backup will be keep in client server itself, the following old OS backup store in storage server.

C) Full VPS server Backup

1. *For VPS server (Linux/Windows), keep 2 set of full virtual backup per year, client at least need to subscribe 500 GB backup disk to keep the backup.*
2. Full VPS backup service can subscribe without managed service.

DISCLAIMS

The data backup and restoration services are provided "as is", without warranty of any kind, and licensor on behalf of itself and the ACSB suppliers hereby disclaims all express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, quality, performance, accuracy, reliability, and non-infringement. Neither licensor, nor licensor's affiliates, and distributors, nor the ACSB suppliers make any warranty that the data backup and restoration services will be without defects, available, accessible, uninterrupted, timely, secure, error-free or otherwise meet your expectations. ACSB make no guarantees that the data you need will be available and no guarantees of 100% success data restoration. The maximum data loss claim is customer backup service subscription fees in that month which such loss occur. This disclaimer of warranty constitutes an essential part of this agreement.

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Unlimited Policy

What do you mean “Unlimited”?

What we mean is, you don't have to worry about disk storage or network transfer when your site gets popular. You DO still have to worry about plenty of other things though... if your site isn't well optimized and is causing issues for others on your shared server (either because it's pounding the CPU, hogging RAM, or doing tons of disk I/O), you may be asked to sign up for your own ACSB Private Server. Trust us, every host out there has exactly the same limitations... we're just trying to be up front about them!

What about databases?

You're certainly allowed an unlimited number of MySQL databases, but in the interest of server stability we request that you try to keep them optimized and no larger than a few GB in size.

What's not allowed in “Unlimited”?

Basically, sites whose essential purpose is to use disk or bandwidth.

When making a website, you should be thinking about “How can I make an interesting site for my visitors while minimizing my server storage, bandwidth, file system, memory, and CPU impact as much as possible?”

The result will be a better experience for your visitors, your web host, and yourself!

Here are some specific examples of things not allowed:

1. Copyrighted content to which you do not hold usage or distribution rights.
2. File upload / sharing / archive / backup / mirroring / distribution sites.
3. A site created primarily to drive traffic to another site.
4. Making your account resources available (whether for free or pay) to the general public.

ACSB reserves the right to delete data stored on our servers that violates any of the terms in the Unlimited Policy, and, generally, in our Terms of Service. ACSB has sole discretion to determine what does, and does not violate either policy.

Only roughly .1% of customers ever fall outside what we consider normal usage. Typically, those that do fall in the atypical category are generally using their accounts for purposes that violate our TOS such as file sharing, home computer/file backups, or similar.

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Appendix-I

	ACSB
Late Payment Interest	@ 1.5% Per Month
Minimum Late Fee	RM50.00
Re-Activation for Shared Accounts	RM50.00
Re-Activation for Instant VPS, Virtual Private Server, Dedicated Server, Co- Location Hosting/Accounts	RM150.00
Cancellation Fee for Shared Accounts (new purchase 30-days money guarantee back)	Full Refund
Termination and Refund (Shared Accounts New or Renewal & Other's third-party services)	Not Applicable for Refund
Termination and Refund (Virtual Private Server, Dedicated Server)	Early termination will subject to 50% payment of the balance months and deposit forfeited.
New Domain Registration & Renewal	Once Registration and Renewal proceed is Not Applicable for Refund