



Web Site Hosting Policy Statement

General Conduct

1. Customers are prohibited from transmitting on or through any of NetCetra LLC's services, any material that is, in NetCetra LLC's sole discretion, unlawful, obscene, threatening, 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.
2. NetCetra LLC services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. NetCetra LLC reserves the right to remove such illegal material from its servers.
3. The customer is responsible for keeping his billing data with NetCetra LLC up-to-date and accurate. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
4. NetCetra LLC will not hosting any form of adult or pornography type of web site at any time and for any reason. If a customer does publish this type of site, NetCetra LLC has the right to shut it down without warning.

System and Network Security

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks (such as running a SATAN scan or similar tool).
2. Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
4. Users who violate systems or network security may incur criminal or civil liability. NetCetra LLC will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
5. Each web hosting account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal server operation without prior warning.
6. Customers who use their own scripts or database programs are responsible for any compromises to that server that occurs because of poorly written programs. Any down time and support's time to repair the damage will be the responsibility of that customer to cover all the costs. If while screening for weakness in the server array, a poorly written program is found, the customer will have that business day (8 hrs) to respond with either a fix or replacement to NetCetra LLC's satisfaction or that site will be shut down until it is fixed.

Email

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Malicious email, including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.
5. Forging of header information is not permitted.
6. NetCetra LLC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider.
7. A web address (URL) or an e-mail address associated with NetCetra LLC or their Customers account may not appear in any message whether sent from a NetCetra LLC server or from another Internet Service Provider where this message violates this Acceptable Use Policy or the Acceptable Use Policy of that other provider.
8. These rules apply to other types of Internet-based distribution mediums as well, such as RLG's Ariel system (a system for sending FAX-like documents over the Internet).
9. A "clean-up" fee of up to \$500 may be imposed for parties that engage in spamming or unsolicited e-mail activities that violate the above policies.

Web Site Interruption

When there are hardware or software failures, downtime procedures require the systems analyst to describe and record the following.

1. The date and time of the failure.
2. General conditions at the time of failure.
3. Unusual activity observed in any I/O device prior to computer failure.
4. Information received from outside sources for correcting the problem.
5. Any and all steps taken to correct the problem.
6. The date and time of the resolution.
7. Credits for site hosting - In the event that your web site is not available for less than 100%, NetCetra LLC will credit the following month's service fee as follows. For any shared hosting client, such credit shall be retroactive and shall be as calculated below and as measured 24 hours a day in a calendar month with the maximum credit not to exceed fifty (50) percent of the monthly service charge for the affected month.
8. Monthly Uptime Credit:
 - 95% to 99.9% your account will be credited 10% of your monthly hosting fee.
 - 90% to 94.9% your account will be credited 20% of your monthly hosting fee
 - 89.9% or below your account will be credited 50% of your monthly hosting fee.

In order for you to receive a credit on your account, you must request such credit within seven (7) days after you experienced the down time. You must request credit by sending an electronic mail message to accounting@netcetra.com. For security, the body of this message must contain your account number (found on NetCetra LLC invoices), the dates and times of the unavailability of your website, and such other customer identification requested by NetCetra LLC. Credits will usually be applied within sixty (60) days of your credit request. Credit to your account shall be your sole and exclusive remedy in the event of an outage.

Restrictions: Credits shall not be provided to you in the event that you have any outage resulting from (1.) scheduled maintenance as posted from time to time at NetCetra LLC, (2.) your behavior or the performance or failure of your equipment, facilities or applications, or (3.) circumstances beyond NetCetra LLC's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration / transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site, or (4.) a client breaking any item NetCetra LLC's "terms of conditions and acceptable use policy" causing a machine to fail as a result.