



In order to provide an efficient and reliable service, it is important for us to responsibly state the acceptable uses of our services.

For Resellers, Dedicated and Virtual Private Server clients these Terms are also extended to your customers. The first and most important fact to note is that:

BY LOGGING INTO YOUR ACCOUNT IT IS UNDERSTOOD THAT YOU HAVE READ AND AGREE TO OUR TERMS OF SERVICE, WE CANNOT ACCEPT ANY RESPONSIBILITY FOR ANY LOSS OF BUSINESS WHICH MAY OCCUR FROM SERVICES BEING CANCELED AS A RESULT OF INFRINGEMENT OF THESE TERMS.

VALICOM NET provides web hosting to numerous clients which means that we have a responsibility to protect each client and to provide the best services available. The following guidelines were established to ensure these crucial obligations are met.

These Policies, Guidelines, and Disclaimers are intended for all domains residing on VALICOM NET servers, including regular hosting clients, resellers, dedicated and virtual private server clients and their clients. We ask that all clients reselling our hosting services in any way, including those providing non-virtual hosting services, implement these same Policies, Guidelines, and Disclaimers into their own web sites to ensure that the same are understood and met by their clients.

Resellers and their clients are bound by these same Policies, Guidelines and Disclaimers. By reselling and purchasing VALICOM NET's services, you hereby agree that VALICOM NET shall not be held liable for any promises or failure of same that Reseller's extend to their clients, including but not limited to, quality of service, financial obligations, financial losses or any other claim NOT provided to Reseller in writing by VALICOM NET. It is the legal duty and obligation of the Reseller, dedicated and virtual private server client to provide these policies and guidelines to their client(s).

Data stored on our servers is not guaranteed to be backed up. It is recommended that you keep an independent backup of all data stored in your space.

You may not run server processes (e.g. talkers/IRC bots) from your space. Sorry, No Chat rooms.

We do not allow game servers on our network. This applies to both Dedicated and VPS services.

To protect your privacy we never distribute your name or e-mail address to any third parties.

By logging into your account, or uploading files to it, you are indicating your acceptance of these terms and conditions.

VALICOM NET makes no warranty that its service(s) will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error free, or that defects will be corrected.

Domain Registration

- Please note the results of your registration may not always be accurate. In rare circumstances such as central registrar outage, heavy server loads, database overload, etc, the system may return a: "registration successful" when the name has actually not been registered at all.
- You should confirm after 48 hours that the domain/s is/are yours at the central shared registry whois at www.internic.net or www.nic.uk for 100% accuracy.
- Although Valicom Net does make every effort to inform a client of pending domain expiration, it is the client's ultimate responsibility to keep an independent record of the expiry dates on their domains and renew them accordingly.
- VALICOM NET shall not be held liable for any losses arising from a domain being expired.
- VALICOM NET shall not be held liable for a lost domain which may be caused by a software error in our registration system. It is the client's responsibility to independently check the accuracy of a registration. This includes:
 - Verifying the correct ownership details via a public whois service. at www.internic.net or www.nic.uk
 - Verifying the correct expiry date of the domain via a public whois service. at www.internic.net or www.nic.uk

Unacceptable Uses

these include

- Spamming
(sending unsolicited advertising to those with which the customer has no existing business relationship, posting off-topic advertising in newsgroups)
- Spoofing
(using a return email address which is not the valid reply address of the sender or sending an email message which does not contain enough information to enable the recipient to identify the party who is really sending the message;

- Passive Spamming
(promoting a web site hosted by VALICOM NET by spamming from some other source), trolling (posting controversial messages in newsgroups to generate responses), mail-bombing (inundating a user with email without any serious intent to correspond), generating a higher volume of outgoing mail than a normal user (20% or more of available system resources), and subscribing someone else to an electronic mailing list without that person's permission.

A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message.

Making an email address available to the public does not constitute a request to receive messages. Distribution of mass emailing programs is also prohibited. All recipients on a mailing list must have personally subscribed.

Mailing lists may not be used to distributed unsolicited email. Any customer repeatedly "mail-bombed" or that attracts such behavior will be asked to leave. If you are not sure if your actions will be in violation, please ask first noc@valicom.net

- We also do not allow sites selling so-called "spam-ware".
- Game servers
we do not allow game servers to be run on our network.
- Chat bots/IRC Servers
we do not allow Chat bots or IRC servers on our network. Team speak servers may be allowed only with written permission from VALICOM NET network operations.

Abuse of the legal rights of others:

- Abuse of the legal rights of others: Examples of unacceptable activities in this regard include posting private information about a person without their consent, infringing intellectual property rights, defaming a person or business, and knowingly making available code which will have a deleterious effect on third party computers.
- VALICOM NET supports free speech on the Internet, and will not suspend or cancel a customer's account simply because it disagrees with the views expressed by the customer. Where there are allegations that a customer's on-line activity has violated the legal rights of a third party, VALICOM NET will not substitute itself for a court of law in deciding those claims raised by the third party.

Abuse of the law:

- VALICOM NET's services may be used for lawful purposes only.
- Illegality includes but is not limited to: drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEG's, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.K. export restrictions; stalking; or violating other state or federal law such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act.
- Linking to illegal material is also prohibited. VALICOM NET reserves the right to check system files, email, and other data on our servers for illegal content and materials, or for any other reasons deemed necessary.

Pornography:

- Pornography and sex-related merchandising, or links to such material, even if legal, is not an acceptable use of VALICOM NET's servers.

Abuse of VALICOM NET's Server Resources:

- You are not permitted to run programs in the background on a shared VALICOM NET server without VALICOM NET's prior written authorization. This does not apply to Dedicated or Virtual Private servers.
- Any usage of twenty percent (20%) or more of our system resources is an undue burden on our system and is unacceptable. If your usage ever exceeds twenty percent (20%) of system resources, you will be contacted and asked to eliminate the problem. This does not apply to dedicated servers.

Hacking/Cracking:

- VALICOM NET reserves the right to report illegal activities to any and all regulatory, administrative, and/or governmental authorities for prosecution.

OTHER BEHAVIOR:

The following examples of unacceptable behavior are non-exclusive, and are provided for guidance purposes. If you are unsure if your actions will be a violation of our policies please ask noc@valicom.net

- Server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network Attempt to circumvent any user authentication or security of host, network, or account.

- Accessing data not intended for user.
- Probing the security of any network.
- Spawning dozens of processes.
- Port scans, ping floods, packet spoofing, forging router information, Denial of Service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, win nuke, land, teardrop.
- Promulgation of viruses.
- IRC bots such as egg drop or BitchX.
- Any activity, whether or not the intrusion results in the corruption or loss of data, will be investigated and proper action taken.

The presence of any of these programs, whether or not run, will result in action against the user including suspension or termination.

CLIENT RESPONSIBILITY:

- The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery.
- The client is responsible for securing their username/password.
- Use of VALICOM NET's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the client.
- The following examples are offered:
 - Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc.
 - FrontPage web publishing: knowledge of the FrontPage tools as well as FTP understanding and capability.
 - ASP, PHP, Python and CGI-Scripts (including Perl): requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. and/or Windows database connectivity skills
 - Mail: a use of mail clients to receive and send mail, etc.

- The client agrees that he or she has the necessary knowledge to create and maintain their web space.
- The Client agrees that it is not the responsibility of VALICOM NET to provide this knowledge or support outside matter specific to VALICOM NET's servers.
- The Client agrees that it is not the responsibility of VALICOM NET to provide technical support for third party software products which the client may wish to install into their website or server. Technical support for third party products should be sought from the software publisher direct.

CREDIT / PAYMENTS

- We are unable to offer any form of credit.
- If your account/service is activated before any payment is made then payment must be sent in full by return.
- Payments are received monthly, quarterly or yearly in advance. Should your credit card or standing order not go through you will be contacted by our billing department to arrange payment.
- The following terms are applicable to overdue accounts:
 - If an account reaches 7 days overdue we will revoke all technical support.
 - If an account reaches 14 days overdue we will suspend all your sites.
 - If an account reaches 21 days overdue we will remove all sites and data from our systems.
- During this period we will attempt to contact you by all methods possible.
- Valicom Net reserves the right, in its sole discretion, to terminate your access to the Valicom Net Servers and the related services or any portion thereof at any time, without notice when there is an outstanding amount owed to the company for any other service that remains unpaid.
- Should a chargeback be performed on your credit card we will immediately remove all your sites and data from our systems and a £95 charge will be levied to your account.

CANCELLATIONS

- Monthly Accounts:
 - If you wish to cancel within the first month of service we will require a minimum of 5 working days notice.
 - If you wish to cancel after the first month of service we will require a minimum of 25 working days notice.
 - We cannot refund any payments received before cancellation.
- Quarterly and Annual Accounts:
 - We require at least 25 working days notice to cancel your account.
 - We cannot refund any payments received before cancellation.
- Customers paying quarterly or annually are rewarded with a discount off the monthly price and therefore will not be refunded for the months remaining up to the renewal date.
- Resellers or Multiple domain account holders who wish to cancel must remove all data and delete their websites before we can consider their account cancelled.

TERMINATION/ACCESS RESTRICTION

Valicom Net reserves the right, in its sole discretion, to terminate your access to the Valicom Net Servers and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of Cyprus and you hereby consent to the exclusive jurisdiction and venue of courts in Nicosia in all disputes arising out of or relating to the use of the Valicom Net Servers. Use of the Valicom Net Servers is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Valicom Net as a result of this agreement or use of the Valicom Net Servers. Valicom Net's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Valicom Net's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Valicom Net Servers or information provided to or gathered by Valicom Net with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Valicom Net with

respect to the Valicom Net Servers and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Valicom Net with respect to the Valicom Net Servers. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

TELNET/SSH

- Shared and Reseller hosting: We do not allow telnet or SSH/shell access to our servers. This is non-negotiable and for the security of all clients on the servers. The SSH (port 22) and Telnet (port 23) ports are firewalled out on our network gateway.
- Dedicated and Virtual Private Servers are not firewalled on port 22 and clients will be able to connect to their Linux based service using any popular SSH client such as Putty.
- We appreciate that it is entirely possible to gain a "virtual shell" using a php or perl script - this is NOT an acceptable use of your web hosting space and your site could be instantly deleted without warning should we find this kind of script in your web space. This does not apply to dedicated or virtual private servers.

BANDWIDTH and SERVER RESOURCES

- If your bandwidth reaches the point where it has an adverse affect on other clients we reserve the right to disable your site/sites until you can reduce your bandwidth usage.
- Any site consistently using more than 20% of system resources will be immediately suspended. This does not apply to dedicated server clients.

LIMITATION OF LIABILITY:

- VALICOM NET shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from VALICOM NET's servers going off-line or being unavailable for any reason whatsoever.
- Further, VALICOM NET shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of VALICOM NET's servers. All damages shall be limited to the immediate termination of service.

VALICOM NET shall be the sole arbiter of what is and is not a violation of these acceptable use policies.



VALICOM NET reserves the right to terminate an account at any time and for any reason that causes harm to any VALICOM NET customer's web sites.

VALICOM NET reserves the right to delete all content and files upon termination.

VALICOM NET reserves the right to withhold any pre-paid funds for any site removed for violations of these policies.

VALICOM NET reserves the right to refuse, cancel, or suspend service at our sole discretion.

VALICOM NET reserves the right to change these Policies without prior notice or warning. Non-enforcement of any part of these Policies does not constitute consent. Violations of these Policies should be referred to noc@valicom.net all complaints will be investigated promptly.