

# **AEROSOL HOSTINGS – TERMS OF USE AND POLICY**

**Aerosol Hostings and Company reserves the rights to modify, update and change our Terms of Use and relevant policy anytime to our discretion without providing any consent. Any losses in the process of doing so will not be compensated and we will not be liable. To ensure a secure, safe and stable hosting experience; all users are required to obey strict terms stated by our policy, failure to do so will result in suspensions or complete terminations with no refunds or liability. All payments for relevant services will only be addressed to [superianlai\[at\]hotmail.com](mailto:superianlai@hotmail.com) to MR.FU YUEN LAI (IAN), under the domain of <http://www.frostbitee.com/> and relevant subdomains or directories. We will not be liable for any fraud dealings or relevant scams you may encounter.**

**Aerosol Hostings agrees to furnish IT - Internet Based Services associated with web sites, web hosting, and Reseller Hosting, Virtual Private Servers, Dedicated Servers and Domain Registration to the User.**

**By signing up or using any services provided by Aerosol Hostings you agree to follow the terms of service listed below. Use of Aerosol Hostings Service constitutes acceptance and agreement to Aerosol Hostings's policies are subject to the terms above and as follows:**

## **1. Definitions**

- 1.1. The term “YOU”, is also referred to as but not limited to, Members, Clients, Users, Registrants, Customers, Subscribers, Account Holders, and/or any relevant tenses.
- 1.2. Traffic/Bandwidth – Amount of usable data transfers or consumable data which is affected by but not limited to: traffic (visitors/page viewers), file transfers (via client to host), database queries.
- 1.3. Quota/Disk Space – Amount of usable/consumable storage space specifically for such as but not limited to: files/content, database, cache.
- 1.4. Offshore – Location outside of your country's jurisdiction (but not necessarily), offshore hosting enhances data privacy and an international presence that clients may appreciate.
- 1.5. Abbreviations - ToS; Terms of Service, AUP; Acceptable Usage Policy, PP; Privacy Policy.
- 1.6. Suspend – Temporary closure/termination of a service; when this occurs, the service may not be usable or accessible. Payment to revoke such status may range from \$0~\$5 per service per time. Notice will be given when this occurs – accounts under suspended status will be deleted after 7-days with no refunds or liability.
- 1.7. Refund – A return of an indefinite amount of payment for a service we offer (between 25~90%) and complete removal/suspension of this service in the process.
- 1.8. The term “INFORMATION” may also be referred to as, data, details, or any other relevant terms linking to the stated under the ownership of YOU.
- 1.9. INFORMATION may include but not limited to: Address, Country of residence, Telephone number, e-mail and/or relevant contacts.

## **2. Privacy Policy**

- 2.1. Our organization will abide to International Privacy standards including necessary Data Protection act to ensure your data is collated with safety, we respect your privacy and respect all information provided to us with the utmost care.
- 2.2. You may request complete removal of any details we may hold of you only if you do not acquire any services with us for a period of 3 months, this have to be done with full authorization and recognition of the ownership.
- 2.3. Under no circumstances will we redistribute, sell, loan, rent, reuse any of the data we

- hold of our users, they are strictly confidential or use in ways not consented to.
- 2.4. Any other responsibility of user personal details will have to be safeguarded by users themselves such as domain WHOIS information or records and details that users may display on their services. We will not be responsible in these cases.
  - 2.5. Details collated through our website pertaining to visitors will be use for the benefit of our website and resource value improvements. Website logs are not personally identifiable and we make no attempt to link them with the individuals that actually browse the site.
  - 2.6. Confidential information such as your contact details and/or address will only be accessible by our company administrators to ensure security and anonymity.

### **3. Acceptable Usage Policy**

- 3.1. All actions despite the user doing so, performed upon purchase or acquirement of any of our services will be your responsibility.
- 3.2. If server security is compromised, the account holder is responsible for all violations of the ToS and AUP, including SPAM, and all disconnect and reconnect fees associated with violations.
- 3.3. We strongly discourage any use of illegal activity or potentially harmful activities and although we are Global Web Hosting providers, all our clients must be in accordance with United Kingdom and United State's of America's Federal, State and local laws. Therefore, you, the customer, is ultimately responsible for content stored with our services at Aerosol Hostings regardless of hosting type and location.
- 3.4. User shall not include content, or internet links to content on the Site that contain, promote or involve any of the following. Examples include but are not limited to:
  - a) Any copyright, patent, trademark, or other intellectual property right.
  - b) Child Pornography
  - c) Hate and/or cyber bullying content
  - d) Threatening, racial, or otherwise abusive content.
  - e) Any and all content inciting, instructing, or promoting illicit activities.
  - f) Fraud, MLM (Multi-Level Marketing), Pyramid schemes, or any other activities deemed to be fraudulent.
  - g) Hacking/Phreaking, warez, cracks, spam software or any material that contains a virus or any other harmful code.
  - h) We currently do not allow IRC or IRC bots to be operated on our servers and/or stand-alone/unattended server-side processes at any point including any and all daemons.
  - i) Illegal Porn (Only legal adult porn is valid and anything considered legal in your residing country jurisdiction).
  - j) Torrent related scripts, Rapidleech (Or any other relevant Rapidshare and hosting site web manager scripts).
  - k) E-Mail bombing, spamming, or deemed to be used for frauding.
- 3.5. Any type or proxy script is not allowed on any Aerosol Hosting shared hosting plans, this includes; Zelune, Glype and CGIProxy.
- 3.6. Proxy Hosting plans are specifically for Proxy hosting, usage for any other purposes otherwise will result in a suspension. This is as followed for any specialized plans.
- 3.7. Audio/Video Streaming is not hosting friendly. As such, Aerosol Hostings does not allow any streaming of audio or video content. Offending accounts will be suspended without notice or terminated.
- 3.8. Use 15% or more of system resources for a period of 90 seconds will not be allowed,

this could be hindered by activities such as CGI scripts, FTP, PHP scripts, HTTP, MySQL...

- 3.9. You may not engage in activities such as P2P (Peer-To-Peer) Networks activities or File Sharing.
- 3.10. You may not run Cron tabs/activities/entries at an interval of 15 minutes or less.
- 3.11. Your use of this service is at your sole risk. Our backup service is provided to you as a courtesy. Aerosol Hostings is not responsible for files and/or data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on Aerosol Hosting's servers.

## **4. Terms of Service**

### **4.1. Payments**

As our establishment is supported from affirmed receipts to our company, all clients must clear any due invoices 7-Days after their service anniversary.

We will issue an invoice to the least by 7-Days before your service anniversary for all renewals, this invoice is to be paid within 7-Days to avoid temporary account suspension which requires USD\$3.00 to unlock, this will be considered overdued. Invoices overdued for 14-Days will be cancelled and your service will be terminated with no refunds nor will our company be liable for any charges. If however you do not have the time to make any payments, please inform our company before we take any action; this can be done at any time.

Our company will not provide any private dealings or unique discounts. Coupons will be posted publicly if necessary and prices are fixed.

Unquestionable Refund requests can only be done 3-Days after service payment. Your refund may be denied to our company's discretion and if we discovered any violations in our Terms of Service or relevant Policies during your service period.

Aerosol Hosting will not issue refunds to users who have their account terminated by Aerosol Hosting, for breach of our terms of service. Refunds will not be made to users who exceed their allocated bandwidth limit. Accounts that are renewed for additional terms are also not subject to our money back guarantees at any cost.

### **4.2. Account Cancellation**

You may only request for an account cancellation 7-Days before your service anniversary. This can be done through contacting us in any relevant support areas including e-mails. Account cancellation is not liable for refunds. We are not responsible for data loss in the process as this is a user request.

### **4.3. Disclosure to Law Enforcement**

At Aerosol Hosting, we specifically forbid the use of our service for any unlawful activities. Therefore, User agrees that Aerosol Hosting may reveal any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition Aerosol Hosting shall have the right to terminate all service set forth in this Agreement without any consent.

### **4.4. Support Boundaries**

Aerosol Hosting, provides technical support to our subscribers and our staff is limited to our area of expertise.

The following are our guidelines when providing support:

- Aerosol Hosting does not offer tech support for application specific issues such as CGI programming, HTML or any other such issue.
- Aerosol Hosting does not provide technical support for your customers directly. you need to forward there question to [support@frostbitee.com](mailto:support@frostbitee.com) for assistance.

#### **4.5. Notification of Violation**

Aerosol Hosting is under no duty to look at each customer's or user's activities to determine if a violation of the TOS has occurred, nor do we assume any responsibility through our TOS to monitor or police Internet-related activities.

#### **4.6. 99.5% uptime guarantee:**

If for any reason (except for scheduled downtimes) our network or servers are down for longer than 0.5% in any month, you can request a 10% discount for your following month's services. For clients paying yearly, the equivalent to 20% of a monthly payment will be deducted off the next payment.

#### **4.7. Bandwidth/Quota Usage**

As we do not provide "UNMETERED/UNLIMITED" hosting plans, if your hosting plan exceeds any limits we set such as Bandwidth and/or Quota usage, you will have to compensate for the additional usage. We may similiarly temporarily suspend your account if we feel needs be.

Bandwidth per GB: USD\$0.50, Quota per GB: USD\$2.00.

If you have used less than a GB, it will be rounded to 1.

#### **4.8. Disclaimer**

We will not be held responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, no deliveries, wrong delivery, and any and all service interruptions caused by us or our employees.

Our terms of service includes all additional policies stated including our AUP.

Clients are solely responsible for all content hosted with our services.

All clients upon registration will automatically abide and agree upon all terms stated above unless otherwise consented. We will not be liable for claims, charges or any relevant legal fines.