

**PREPARED BY:**

RimuHosting Ltd

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# RimuHosting Hosting Agreement and Terms of Service

**Prohibited Uses:** There are some things you must not do on our servers:

**Misuse of System Resources:** Misuse of system resources, including but not limited to employing programs that consume excessive CPU time, network capacity, disk IO, or storage space.

**Unsolicited Communications:** Sending unsolicited bulk messages utilizing our network. Generating a significantly higher volume of outgoing e-mail than a normal user. Using a non-existent email return address. Open E-mail relaying. Sending out unsolicited email from any other network that points to a RimuHosting server.

**Access to Other Computers or Networks without Authorization:** Attempting unauthorized and/or illegal access of computers, networks and/or accounts not belonging to the party seeking access. Any act which interferes with the services of another user or network. Any act relating to the circumvention of security measures.

**Other Activities viewed as Illegal or Harmful:** Engaging in illegal activities or engaging in activities harmful to the operations of RimuHosting or the customer.

Providing False Data on any Contract or Application: including fraudulent use of credit card numbers

**IRC:** hosting an IRC server or using IRC related services is not permitted. (This is a condition imposed on us by the data centers we use, sorry). Exception: The Dallas-based data center we use now permits IRC clients ("customers that want to sit/monitor an irc channel"). That Dallas-based data center still does not permit IRC servers.

In the event the customer engages in Prohibited Uses, RimuHosting may restrict, suspend, or terminate the customer's web-hosting account; impose fees; and/or pursue civil remedies without providing advance notice.



**Disclaimer Of Liability:** Services are provided on an as-is, as available basis. There is no warranty express or implied. RimuHosting shall not be responsible for any damages arising from the customer's use of RimuHosting's services or by the customer's inability to use RimuHosting's services. RimuHosting shall not be liable to the customer for any special, incidental or consequential damages, and whether or not RimuHosting has been advised of the possibility of such damage.

**Limitation Of Liability:** In no event shall RimuHosting's cumulative liability exceed an amount greater than one month's hosting fee.

**Billing:** Hosting fees are charged monthly in advance at the start of each month. Overages are charged in arrears. Payment is due within 7 days. Credit card payments over USD 4000 per month may incur a credit card processing fee.

**Delivery Times:** We typically setup new virtual machines within the hour. We will contact you for dedicated server setup times. We invoice and bill for services only after they are provisioned.

**Money Back Guarantee:** Our VPS hosting plans include a 30-day money back guarantee for new customers. If our hosting service is not what it should be and we can't put the problem right, you may cancel the service within 30 days of your account being activated. We will send you a refund of your web-hosting setup fee and recurring fees (less any usage). Our refund policy does not apply to accounts that violate our Terms of Service. This guarantee does not apply to dedicated server services.

**Uptime Guarantee:** We guarantee that your server will be accessible from the Internet 99.9% of the time (that's about 43 minutes of downtime a month). It is up to the customer to ensure that your applications are available (including HTTP, SSH and database services). The uptime levels exclude scheduled maintenance (which we try to minimize and keep to off peak hours).

**Service Credits:** In the event our uptime guarantee is breached, you may claim a service credit. The service credit must be claimed within 45 days of uptime breach. Service credits will be discounted from subsequent month hosting fees. Service credits will be the greater of 10% of your hosting bill, or the percentage of time the server was unavailable. RimuHosting does not issue credits for outages resulting from a violation of this Agreement.

**Backups:** RimuHosting perform regular, full VPS backups. However, we strongly encourage customers to make their own offsite backups of any critical data.

**Overdue Payments:** RimuHosting may suspend service if payment is overdue. And may charge a fee to reconnect suspended services. Eventually sites suspended due to overdue payment will be deleted.

**Dedicated Server Cancellations:** Cancellations take effect from the start of the next billing period. e.g. if you cancel on 15 Jan we will stop your server on 31 Jan. VPS' can be canceled at any point prior to the start of the month when we run our monthly billing to avoid a further transaction being charged. Dedicated servers should be canceled 7 days prior to the end of the month. We require 30



days' notice on cancellations for dedicated servers at the Brisbane data center. At the Brisbane data center servers have a minimum 6 month contract term.

**VPS Server Cancellations:** VPS' can be marked for cancellation at the end of the calendar month. Or they can be shutdown and canceled at any time of the month. When you run a shutdown we will add a pro-rated credit for any unused time on the server. This credit can be used against outstanding invoices; it is not refundable.

**Responsibility for Content:** The customer is solely responsible for the content stored on and served by RimuHosting servers.

**Assignability:** The customer shall not transfer or assign this Agreement.

**Privacy Policy:** RimuHosting respects our customers' right to privacy. We work to keep private customer information private and will not unnecessarily disclose it to third parties.

**Security Policy** RimuHosting strives to ensure systems it operates are appropriately secured. Should you find a potential security issue with any of our systems you can contact us privately at security at rimuhosting dot com or via a support ticket.

**GDPR agreement:** See General Data Protection Regulation agreement.

**Modifications and Changes:** RimuHosting reserves the right to modify these Terms at its sole discretion without notice.

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AGREED AND ACCEPTED: \_\_\_\_\_

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