

TERMS OF SERVICE - WEB HOSTING

In order to use the services offered by Garelle Creative Web Services (hereinafter referred to as "Garelle"), you must accept the Terms of Service. Terms of Service includes all content contained herein, as well as all acceptable use policies incorporated by reference.

By using Garelle's services, you acknowledge that you have read the Terms of Service and agree to be bound by them.

1) Age

You must be 18 years or older to use Garelle services.

2) Account Setup

We will setup your account after we have received payment and screened the order(s) for fraud. If we deem your order to be a high risk transaction, it may be necessary to provide government issued identification and possibly a scan of the credit card used for the purchase. If you fail to meet these requirements, the order may be considered fraudulent in nature and be denied. The majority of new clients are not considered to be high risk.

3) Alternate Email Address

It is your responsibility to provide Garelle with an email address NOT on the domain your have registered with us. We will use this to contact you in the event of an abuse issue or if there is a service problem and we need to contact you. Failure to provide and maintain an up to date email address or providing false information may result in termination of your account.

4) Content

All services provided by Garelle may only be used for lawful purposes. The laws of your jurisdiction, the State of Texas and the United States of America apply. The customer agrees to indemnify and hold Garelle harmless from any claims resulting from the use of our services. You may not use our services to infringe upon any copyrights or trademarks. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted/trademarked work. You may not sell or offer to sell any counterfeited merchandise which would be protected by a trademark.

Examples of unacceptable material include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image, filedump, or banner-ad services (similar to rapidshare, photobucket, or commercial banner ad rotation), topsites, commercial audio streaming (more than one or two streams), locally hosted chat scripts, Escrow, High-Yield Interest Programs (HYIP) or related sites, Investment sites (FOREX, egold exchange), sale of any controlled substance without prior proof of appropriate permit(s), AutoSurf sites, Bank Debentures, Bank Debenture Trading Programs, Prime Banks Programs, lottery sites, muds / rpg's, hate sites, hacker focused sites/archives/programs, or sites promoting illegal activities, IP Scanners, Brute Force Programs, Mail Bombers and Spam Scripts. Forums and/or websites that distribute or link to warez content are prohibited.

Additionally, Garelle does not allow sites that are of a pornographic nature or that contains material promoting or selling an illegal activity, service or product as defined by the laws of the United States. "Material" includes, but is not limited to, text, images and products. Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived as such. Any site found to host child pornography or linking to child pornography will be suspended immediately without notice. Violations will be reported to the appropriate law enforcement agency.

We reserve the right to refuse service to anyone. Any material that, in our judgment, is obscene or threatening is prohibited and will be removed from our servers with or without notice. If you fail to respond to email from our abuse department within 48 hours, we may suspend or terminate your services

If in doubt regarding the acceptability of the site to be hosted, please contact us at info@garelle.com. We will be happy to assist you.

5) Security

If your site is not managed by Garelle, it is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of installation method. We recommend when at all possible, to set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as username and password. When setting passwords for your account, use the most secure password possible. Weak passwords make the entire server vulnerable. A tool is provided to help you gauge the strength of your password. Random audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change/update your password. Clients who refuse to increase password strength when a weak password is identified may be terminated.

6) Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. If an email is reported as spam, even if it is from a "Safe list" and "double opt-in" list, it will be treated as spam. Any user who sends out spam will have their account terminated with or without notice. Please read our email policy for our generalized mail policy. Sites advertised via SPAM may not be hosted on our servers. This includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO (Register of Known Spam Operators) may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated. Garelle reserves the right to require changes or disable any web site, account, database, or other component that does not comply with our established policies. Garelle reserves the right to charge the holder of the account used to send any unsolicited e-mail a clean up fee. This cost of the clean up fee is entirely at the discretion of Garelle.

7) Backups and Data Loss

Your use of the service is at your sole risk. Unless your site is managed by Garelle, you are responsible for files and/or data residing on your account and agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on our servers.

8) Resource Usage

Users may not:

- a. Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could do this such as CGI scripts, FTP, PHP, HTTP, etc. Most often, these situations can be corrected by a change in configuration. We will notify you if this occurs and you will be expected to take care of it immediately. Failure to do so will subject your account to suspension or termination.
- b. Run stand-alone, unattended server-side processes at any point in time on the server. This includes any and all daemons, such as IRCD.
- c. Run any type of web spider or indexer that originates from our server (including Google Cash / AdSpy).

- d. Run any software that interfaces with an IRC (Internet Relay Chat) network.
- e. Run any bit torrent application, tracker, or client. Please note that you may link to torrents off server, but may not host or store them.
- f. Participate in any file-sharing/peer-to-peer activities
- g. Run any gaming servers such as counter-strike, half-life, battlefield1942, etc
- h. Run cron entries with intervals of less than 15 minutes

NOTE: When using PHP include functions for including a local file, you must include the local file rather than the URL.

For example, instead of: `include("http://yourdomain.com/include.php")`

Use: `include("include.php")`

9) INODES

Every file on your account uses up 1 inode. While Garelle does not have a specific inode limit, accounts found to be exceeding the 50,000 inode limit will be reviewed routinely. Merely having a lot of files is not a problem, however, we reserve the right to cancel or suspend accounts that

- a) constantly create and delete large numbers of files on a regular basis **OR**
- b) cause file system damage.

If we find that your account falls into this category, Garelle will notify you through the email account you have on file with us.

10) Bandwidth Usage

You are allocated a monthly bandwidth allowance. This allowance varies depending on the hosting package you purchase. Should your account pass the allocated amount we will notify you through the email account you have on file with us regarding potential upgrades to your account. We do reserve the right to:

- a) Suspend the account until the start of the next allocation
- b) Suspend the account until more bandwidth is purchased
- c) Suspend the account until you upgrade to a higher level of package
- d) Terminate the account and/or charge you an additional fee for the overages

Unused transfer in one month cannot be carried over to the next month.

11) Reselling

Reselling your web space to other people is expressly forbidden.

12) Indemnification

Customer agrees that it shall defend, indemnify, save and hold Garelle harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Garelle, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Garelle against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Garelle; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customers from Garelle's server.

13) Arbitration

By using any of Garelle's services, you agree to binding arbitration. If any disputes or claims arise against Garelle or its subsidiaries, such disputes will be handled by an arbitrator of Garelle's choice. All decisions rendered by that arbitrator will be binding and final. You are also responsible for any and all costs related to such arbitration.

14) Disclaimer

Garelle shall not be responsible for any damages your business may suffer and makes no warranties of any kind, expressed or implied, for services we provide. Garelle disclaims 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 Garelle and its employees.

15) Disclosure to Law Enforcement

Garelle may disclose any subscriber information to law enforcement agencies without further consent or notification to the subscriber upon lawful request from such agencies. We will cooperate fully with law enforcement agencies.

16) Changes to Web Hosting Terms of Service

Garelle reserves the right to update and change the Terms of Service from time to time without notice. Any new features that enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at our <http://garelle-web-services.com/index.php?page=hosting-tos> .