

## Terms of Service

The use of services from SPEEDYSPARROW [hereafter referred to as "SpeedySparrow"] constitutes agreement to these terms. You may view our Privacy Policy [here](#).

### 1.) Account Setup / Email

On file we will setup your account after we have received payment and we and/or our payment partner(s) have screened the order(s) in case of fraud. It is your responsibility to provide us with an email address which is not @ the domain(s) you are signing up under.

If there is ever an abuse issue or we need to contact you, the primary email address on file will be used for this purpose. It is your responsibility to ensure the email address on file is current or up to date at all times.

Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or high risk transactions, it will 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.

### Transfers

Our transfer's team will make every effort to help you move your site to us; however, we cannot make guarantees of the transfer process. We provide this as a courtesy service and cannot make guarantees regarding its availability or the amount of time it may take as each host is configured a little differently. We will try our best; however, in some cases we may be unable to assist you in a transfer of data from an old host.

### 2.) Content

All services provided by SpeedySparrow may only be used for lawful purposes. The laws of the State of the ACT (Australian Capital Territory and the states of NSW (New South Wales) will apply.

The customer agrees to indemnify and hold harmless SpeedySparrow from any claims resulting from the use of our services.

Use of our services to infringe upon any copyright or trademark is prohibited. This includes but is not limited to unauthorized copying of music, books, photographs, or any other copyrighted work. The offer of sale of any counterfeit merchandise of a trademark holder will result in the immediate termination of your account. If you believe that your copyright or trademark is being infringed upon, please email [abuse@speedysparrow.com](mailto:abuse@speedysparrow.com) with the information required. A list of required information may be found here. If the request is of a licensing issue, we may require further documentation.

Examples of unacceptable material on all Shared & Reseller Servers include:

IRC Bots, Proxy Scripts / Anonymizers, Pirated Software / Warez, image dumps (similar to photobucket),

filedumps, RapidLeech (similar to rapidshare), or banner-ad services such as commercial banner ad rotation, commercial audio streaming (more than one or two streams), 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 that distribute or link to warez

content is prohibited.

Due to restrictions by LiteSpeed we are not able to support any adult related content. If and when in future these restrictions change, SpeedySparrow will update it's clients and changes to our terms of service will be updated. Please be aware that our policies on adult content will be subject to change with server hardware, software, applications and 3rd party eula changes.

## 1. LICENSE TO USE

In consideration of your agreement to comply with the terms and conditions under this EULA, LITESPEED hereby grants You a non-exclusive and nontransferable license to use the SOFTWARE PRODUCT and documentation on a computer for which you have paid corresponding fee. You cannot use the SOFTWARE PRODUCT for any illegal activity or to host pornographic content.

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.

Failure to respond to email from our abuse department within 24 hours may result in the suspension or termination of your services. All abuse issues must be dealt with via troubleticket/email and will have a response within 24 hours.

If in doubt regarding the acceptability of your site or service, please contact us at [abuse@speedysparrow.com](mailto:abuse@speedysparrow.com)

and we will be happy to assist you.

Potential harm to minors is strictly forbidden, including but not limited to child pornography or content perceived to be child pornography (Lolita):

Any site found to host child pornography or linking to child pornography will be suspended immediately without notice.

Resellers: we will suspend the site in question and will notify you so you may terminate the account. We will

further monitor your activity; more than one infraction of this type may result in the immediate termination of your account.

Direct customers: Your services will be terminated with or without notice.

Violations will be reported to the appropriate law enforcement agency.

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. When at all possible, set permissions on most directories to 644 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. It is required that you use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. 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.

### 3.) Zero Tolerance Spam Policy

We take a zero tolerance stance against sending of unsolicited e-mail, bulk emailing, and spam. "Safe lists" and "double opt-in" will be treated as spam. Any user who sends out spam will have their account terminated with or without notice. Please read this for our generalized mail policy.

Sites advertised via SPAM (Spamadvertised) may not be hosted on our servers. This provision includes, but is not limited to SPAM sent via fax, email, instant messaging, or usenet/newsgroups. No organization or entity listed in the ROKSO may be hosted on our servers. Any account which results in our IP space being blacklisted will be immediately suspended and/or terminated.

SpeedySparrow reserves the right to require changes or disable as necessary any web site, account, database,

or other component that does not comply with its established policies, or to make any such modifications in an emergency at its sole discretion.

SpeedySparrow 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 SpeedySparrow.

If your actions have caused any IP addresses of any of SpeedySparrow's servers to be placed on any blacklists

or any other email filtering software systems, a \$75 charge will be added to your account in addition to \$75 per hour beyond the first hour for administrative charges incurred to remove and protect our servers and IP

addresses from any blacklists or other email filtering software systems.

### 4.) Payment Information

You agree to supply appropriate payment for the services received from SpeedySparrow, in advance of the time period during which such services are provided. You agree that until and unless you notify SpeedySparrow of your desire to cancel any or all services received, those services will be

billed on a recurring basis.

Cancellations must be done in writing via the cancellation form provided in the client dashboard.

Once we

receive your cancellation and have confirmed all necessary information with you via e-mail, we will inform you

that your account has been canceled. At this time, your account with us has been canceled. If you do not hear

back from us or receive an e-mail confirming this cancellation, please contact us immediately.

As a client of SpeedySparrow, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. SpeedySparrow provides a 7 day grace period from the time the invoice is due and when it must be paid. Any invoice that is overdue for 7 days and not paid will result in a \$10 late fee and/or an account suspension until account balance has been paid in full. Any account that is overdue for 14 days and has not paid will be automatically terminated.

Invoices that have been paid more than once with multiple Paypal Subscriptions can only be added as credit towards the account and cannot be refunded via Paypal. If you require assistance with this provision, please contact [billing@speedysparrow.com](mailto:billing@speedysparrow.com).

SpeedySparrow reserves the right to change the monthly payment amount and any other charges at anytime.

#### 5.) Backups and Data Loss

Your use of the service is at your sole risk. SpeedySparrow 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 SpeedySparrow servers. While SpeedySparrow does maintain backups of your files and/or data we accept no responsibility should backups be unavailable for any reason including but not limited to data corruption, hardware failure, or negligence.

#### 6.) Cancellations and Refunds

Cancellations must be submitted via our Billing and Support system at

<http://my.speedysparrow.com/>. Cancellations requested via e-mail will not be honored.

SpeedySparrow reserves the right to cancel any account at any time with or without notice. After 30 days a prorated refund may be given at SpeedySparrow's discretion.

There are no refunds for domain registrations.

Any abuse of our staff in any medium or format will result in the suspension or termination of your services.

Customers may cancel at any time via the cancellation form in your client dashboard.

SpeedySparrow gives you

an unconditional 30 day money back guarantee on managed shared hosting, and reseller solution's.

There are

no refunds on dedicated servers, administrative fees, install fees for custom software, or domain name purchases. Refund requests after the initial 30 days will be refunded on a prorated basis of any unused time.

Only first-time accounts are eligible for a refund. For example, if you've had an account with us before, cancelled and signed up again, you will not be eligible for a refund or if you have opened a second account with us.

Violations of the Terms of Service will waive the refund policy.

7.) Resource Usage User may not:

a) Use 25% or more of system resources for longer than 90 seconds. There are numerous activities that could cause such problems; these include: CGI scripts, FTP, PHP, HTTP, etc.

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 (including Google Cash / AdSpy) on shared servers.

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 without prior written approval. When using PHP include functions for including a local file, include the local file rather than the URL. Instead of `include("http://yourdomain.com/include.php")` use `include("include.php")`

#### 8.) 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 reserve the right to suspend the account until the start of the next allocation, suspend the account until more bandwidth is purchased at an additional fee, suspend the account until you upgrade to a higher level of package, and/or terminate the account. You will not be billed for bandwidth overages as your account will be suspended upon the limit of your account.

#### 9a.) Money back Guarantee

On vps and dedicated servers, no full refund will be honored -- the 30 day money back guarantee does not apply. We reserve the right to refund a prorated amount or no refund at all.

Each of SpeedySparrow's managed shared & reseller services carry a 30 day unconditional money back guarantee. If you are not completely satisfied with our services within the first 30 days of your service, you will be given a full refund of the contract amount. Remember, this is only for monthly shared and reseller packages and does not apply to dedicated servers, administrative fees, install fees for custom software, or domain name purchases. Any domain name registered for free is valued at \$9.95 and will not be refunded.

#### 9b.) Uptime Guarantee

If your shared / reseller server has a physical downtime that is not within the 99.9% uptime you may receive one month of credit on your account. Approval of the credit is at the discretion of SpeedySparrow dependant upon justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system of the server which may differ from the uptime reported by individual services. To request a credit, please contact [billing@speedysparrow.com](mailto:billing@speedysparrow.com) with justification. All requests must be made in writing via email. Uptime guarantees only apply to shared and reseller solutions. Dedicated servers are covered by a network guarantee in which the credit is prorated for the amount of time the server is down which is not related to our uptime guarantee.

#### 10.) Reseller

Client Responsibility Resellers are responsible for supporting their clients. SpeedySparrow does not provide support to our Reseller's Clients. If a reseller's client contacts us, we reserve the right to place the client account on hold until the reseller can assume their responsibility for their client. All support requests must be made by the reseller on their clients' behalf for security purposes. Resellers are also responsible for all

content stored or transmitted under their reseller account and the actions of their clients. SpeedySparrow will

hold any reseller responsible for any of their clients actions that violate the law or these terms of service.

#### 11.) Shared (non-reseller accounts)

Shared accounts may not resell web hosting to other people, if you wish to resell hosting you must use a reseller account.

#### 12.) Price Change

The amount you pay for hosting will never increase from the date of purchase without prior notice. We reserve the right to change prices listed on SpeedySparrow.com, and the right to increase the amount of resources given to plans at any time.

#### 12a.) Indemnification

Customer agrees that it shall defend, indemnify, save and hold SpeedySparrow

harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against SpeedySparrow, 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 SpeedySparrow against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed

in connection with SpeedySparrow; (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 SpeedySparrow's server.

#### 12b.) Limited Liability

Under no circumstances, including negligence, shall SpeedySparrow, its offices, agents

or any one else involved in creating, producing or distributing SpeedySparrow services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the SpeedySparrow services; or that results from mistakes, omissions, interruptions, deletion of files, errors,

defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to SpeedySparrow's records, programs or services. Customer hereby acknowledges that this paragraph shall apply to all content on SpeedySparrow's servers.

#### 12c.) Arbitration

By using any SpeedySparrow services, you agree to binding arbitration. If any disputes or

claims arise against SpeedySparrow or its subsidiaries, such disputes will be handled by an arbitrator of SpeedySparrow'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.

13.) Disclaimer - SpeedySparrow shall not be responsible for any damages your business may suffer. SpeedySparrow makes no warranties of any kind, expressed or implied for services we provide. SpeedySparrow 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 SpeedySparrow and its employees.

#### 14.) Disclosure to law enforcement

SpeedySparrow 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.

#### 15.) Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

16.) Changes to the TOS

SpeedySparrow reserves the right to revise its policies at any time without notice.