

## **TERMS & CONDITIONS OF SERVICE ACCEPTABLE USE POLICY**

The Internet is a powerful information, entertainment and commercial tool, and as such we would expect our customers to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users.

Our acceptable use policy is actively enforced. Offending content will be removed, usually as soon as it is discovered, although we will inform you about any action that is required.

Common sense is the best guide as to what is considered acceptable use, however the following are unacceptable uses.

### **Reselling**

Reselling of PinkLinkNetwork.Com hosting service and resources is prohibited. Taking payment for hosting third party websites on our servers constitutes reselling. (This does not include web developers and designers signing up accounts on behalf of their clients).

### **Illegality**

Any form of illegality, including but not limited to the unauthorized distribution or copying of copyrighted software or other data, harassment, fraud, trafficking in obscene material will be taken as grounds for account termination

### **Undesirable Content**

Certain types of content are not allowed on our servers. We do not host pornographic material. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software downloads may only be hosted if you are the writer and copyright owner of the software, all other software including freeware, shareware and trial software is forbidden. Audio and video downloads may only be hosted if you are the copyright owner of the work

### **Bulk Email**

The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk

email to promote a site on our network is strictly forbidden

### **Misuse of Resources**

Misuse includes but is not limited to employing applications which consume excessive CPU time, memory or storage space. Chat/IRC, web proxy and mailing list scripts are not allowed on our servers without prior written agreement from pinklinknetwork.com. Streaming media can be a drain on web server resources and as such is not allowed. CGI based message forums which use flat file databases are often found to use excessive system resources, to avoid disappointment please use a PHP message forum.

If you are unsure about content you intend to place on our network, please check with us before you do. We reserve the right to determine what constitutes acceptable use.

## **RESOURCE CONSERVATION POLICY**

### **Web Site Data**

Any files and data uploaded to a PinkLinkNetwork.com hosting account must be directly relevant to, and used by the hosted website. Such files and data may not be directly linked to by external websites for the purpose of being downloaded, and must only be available for download or other use via the website present on the hosting account

### **Resources**

Resources are defined as data bandwidth and/or processor utilization on our servers. PinkLinkNetwork.com maintains a high ratio of resources per customer to allow for the efficient functioning of hosted websites. On rare occasions PinkLinkNetwork.com may find a customer to be using server resources to such an extent that server performance and resources for other customers may be jeopardized

PinkLinkNetwork.com reserves the right to suspend any customer's website and hosting account for any reason, including:

a) if a website is found to be monopolizing resources

b) if a hosting account has been used inappropriately

This policy is intended to prevent the misuse of our servers and to protect the efficiency and integrity of our hosting service.

### **CANCELLATION POLICY**

PinkLinkNetwork.com customers may cancel a web hosting account by sending an email to Hosting Termination Dept. There is no requirement to give notice, and there is no cancellation fee. If an account is cancelled within 30 days of activation, a full refund can be issued on request. After 30 days following the activation date of any given account, any fees paid to PinkLinkNetwork.com for service are non-refundable.

### **DISCLAIMER**

PinkLinkNetwork.com will not be responsible for any damages you or your business may suffer. PinkLinkNetwork.com makes no warranties of any kind, expressed or implied for services we provide. PinkLinkNetwork.com disclaims any warranty or merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non deliveries, wrong delivery, and any and all service interruptions caused by PinkLinkNetwork.com and its employees. PinkLinkNetwork.com reserves the right to revise its policies at any time.