

## Web Hosting Terms and Conditions

### Database Usage

If you exceed the limits on our database products (MS SQL and MySQL) then we will automatically charge you for the additional space you use at our current prices. For example if you have a 150MB database and 200MB is in use at any point during a month then we will charge for the extra 50MB in that month.

### Uploads via scripting languages

We limit uploads made via scripting languages - including PHP, ASP and ASP.NET. Uploads made using PHP are limited to 20MB per file.

### Guidelines

You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustration and other materials ("the Content"), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services you may be exposed to Content that is offensive and/or indecent.

Organic Solutions will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy of completeness of such Content.

### In using the Website/Services you agree not to:

Use the Services to send junk email, spam, and chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise

Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful:

Post, publish, distribute or disseminate material or information that incites discrimination, hatred or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

Threaten, abuse, disrupt, stalk or otherwise violate the legal right (including rights of privacy and publicity) of others

Use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

Make available or upload files that contain a virus, worm, Trojan or corrupt data that may damage the operation of the computer or property of another

Collect or store personal information about other, including email addresses, unless for business use.

Advertise or offer to buy or sell goods or services for any non commercial purpose, unless such communication facility specifically allows such messages

Impersonate any person or entity for the purpose of misleading others;

Violates any applicable laws or regulations;

Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services.

Post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

Attempt to gain unauthorized access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

High bandwidth usage: Organic Solutions offers an unlimited use policy by maintaining very large ratios of bandwidth per customer. In rare cases, Organic Solutions may find a customer to be using server resources to such an extent that he or she may jeopardize server performance and resources for other customers. In such instances, Organic Solutions reserve the right to impose the High Resource User Policy for the consideration of all customers.

Resources are defined as bandwidth and/or processor utilization. Organic Solutions may implement the following policy to its sole discretion: When a website is found to be monopolizing the resources available Organic Solutions reserves the right to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Customers may be offered an option whereby Organic Solutions continues hosting the website for an additional fee.

#### **The following content cannot be stored on our servers:**

**Illegal Material** - This includes copyrighted works, commercial audio, video, or music files, and any material in violation of any Federal, State or Local regulation.

**Adult Material** - Includes all pornography, erotic images, or otherwise lewd or obscene content. The designation of "adult material" is left entirely to the discretion of Organic Solutions.

Sites must not contain MP3 files, as they do not represent active web content. Other multimedia files are acceptable if they are configured to stream to the client rather than download (Please see section 1.2 of this policy).

Sites must not contain password protected archive (e.g. zip or rar) files, or data backups.

Warez - Includes pirated software, ROMS, emulators, phreaking, hacking, and password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.

Abuse Policy - You agree to be bound by all the terms and conditions set out in our abuse policy.

We have no obligation to monitor the website Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove any material that breaches these Terms and Conditions or is otherwise objectionable.

### Guidelines

You agree to be bound by the Organic Solutions General Terms and Conditions, as amended from time to time, which is hereby, incorporated and made a part of this Agreement by reference. The General Terms and Conditions can be found at <http://www.organicsolutions.eu/?p=legal/index>.

### Policy Changes and Updates

Organic Solutions reserves the right to update or change any of the policy's made available on this site at any time without warning.

We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Website/Services following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Terms and Conditions regularly for any changes.

Please Note: by Signing up for or using any of our services you agree to be bound by all Organic Solutions terms and conditions. These can be viewed at our corporate site <http://www.organicsolutions.eu/?p=legal/index>