

## Web Logistics Web Hosting

### Terms & Conditions

Web Logistics is dedicated to providing an all-round top quality service. The terms and conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any term or condition will be grounds for immediate account deactivation without notice. Web Logistics will be the sole arbiter as to what constitutes a violation of any of these provisions.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension.

**To report suspected abuses or any violations of these policies, please contact [abuse@weblog-a1.com](mailto:abuse@weblog-a1.com).**

#### Illegal Usage

Web Logistics servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. **Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots.** The subscriber to Web Logistics service agrees to indemnify and hold harmless Web Logistics from any claims resulting from the use of the service that damages the subscriber or any other party.

Web Logistics will be the sole arbiter as to what constitutes a violation of this provision.

#### Adult Content

Due to special system and network requirements of adult oriented sites, pornography and sex-related merchandising are prohibited. This includes sites that may infer sexual content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

## **Security**

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following:

Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

## **Server Resource**

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. Web Logistics shall be the sole arbiter of what is considered to be a high server usage level.

## **CGI/PHP/ASP Scripts**

Cgi script sharing with domains not hosted by Web Logistics.com is not allowed. Any cgi-scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice.

## **Chat Rooms**

Web Logistics does not allow clients to install their own chat rooms. Chat rooms tend to be large system hogs and we cannot permit it as an account option. Web Logistics does provide a choice of Java chatrooms which should meet most users' needs and run without hindering the performance of the machine of our servers.

## **Background Running Programs and Cron Jobs**

Web Logistics does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation.

## **IRC**

Web Logistics does not allow IRC or IRC bots to be operated on our servers.

## **Backups**

Web Logistics performs daily backups on all servers to ensure critical files are never lost. However Web Logistics is NOT responsible for lost data, time, income or any other resource due to faulty backups or non-existent backups.

## **Client Responsibility**

The client is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party (such as the usage of Free For All links pages). Use of WEB LOGISTICS's service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use and desired content of the web space by the client. The following examples are offered: Web Publishing: requires knowledge of HTML, properly locating and linking documents, FTPing Web contents, Graphics, text, sound, image mapping, etc. FrontPage web publishing: knowledge of the FrontPage tools as well as Telnet and FTP understanding and capability. CGI-Scripts: requires a knowledge of the UNIX environment, TAR & GUNZIP commands, Perl, CShell scripts, permissions, etc. Mail: a use of mail clients to receive and send mail, etc. The client agrees that he or she has the necessary knowledge to create and maintain their web space. Client agrees that it is not the responsibility of Web Logistics to provide this knowledge or support outside matter specific to WEB LOGISTICS servers.

## **UCE (Unsolicited Commerce Email) - SPAM**

Spamming, or the sending of mass unsolicited email, from or through a Web Logistics server or using an email address that is maintained on a Web Logistics machine is STRICTLY prohibited. Web Logistics will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channeling activities through a Web Logistics server as a maildrop for responses, you are in violation. Violators will be assessed a minimum of \$200.00 fine and will face an immediate suspension.

## **Server abuse**

Any attempts to undermine or cause harm to a Web Logistics server or customer of Web Logistics is strictly prohibited.

Any sub-networks of Web Logistics and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.

## **Software Distribution**

WEB LOGISTICS.com's shared Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products. If you wish to distribute software and/or multimedia files, please contact us via our [webform](#) special arrangement.

## **Multimedia Files**

Multimedia files are defined as any graphics, audio, and video files. WEB LOGISTICS.com Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files.

## **Database**

Any database stored on WEB LOGISTICS servers shall be limited in size to 20% of the total disk space allotted for a particular domain.

## **Actions Taken by Web Logistics**

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation. Web Logistics will be the sole arbiter as to what constitutes a violation of the AUP. Web Logistics reserves the right to remove any account without prior notice.

When Web Logistics becomes aware of an alleged violation of its AUP, Web Logistics will initiate an investigation. During the investigation, Web Logistics may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, Web Logistics may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, Web Logistics will notify the appropriate law enforcement authorities of such violation.

Web Logistics does not issue credits for outages incurred through service disablement resulting from AUP violations.

Web Logistics customers agree to indemnify and hold harmless Web Logistics from any claims resulting from the use of our services that damages them or any other party. The Web Logistics service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Web Logistics expressly disclaims any representation or warranty that the Web Logistics service will be error-free, secure or uninterrupted. No oral advice or written information given by Web Logistics, its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice. Web Logistics and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

## **Modification**

Web Logistics reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

### **Refusal Of Service**

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

### **DISCLAIMER**

Web Logistics will not be responsible for any damages or lost your business may suffer. Web Logistics makes no warranties of any kind, expressed or implied for services we provide. Web Logistics 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 Web Logistics and its employees. Web Logistics reserves the right to revise its policies at any time.

**Web Logistics Pte Ltd**