



Acceptable Use Policy, Service Guidelines, and Terms & Conditions

In using Molomo's web services you are accepting the practices, terms and conditions outlined in this document.

Molomo provides web hosting to many clients, and we have a responsibility to protect each client and to provide the best services available. The following guidelines are designed to ensure these obligations are met. To help us to maintain our high levels of service please direct any reports of violations of the detailed policies to info@molomo.net or to our postal address.

Domain Names

Domain names are available on a first-come first-served basis. Where a specified domain name is not available Molomo will advise the client of suitable alternatives. However, it is the end user's responsibility to ensure that any name registered does not infringe the rights of any third party.

Where Molomo is acting as the agent a domain name will be automatically renewed on its renewal date to ensure continuity of service. Where domain names have already been registered with an alternate provider the client is responsible for renewal and maintenance of the domain name with the appropriate naming authority. Users should abide by the terms and conditions of the naming authority and Molomo cannot be held responsible for any delays, loss of name or suspension of service due to breaches of their or our terms and conditions.

Content

All services provided by Molomo may be used for lawful purposes only. They must not be used for the transmission, storage or presentation of any information, data or material in violation of any law in the EU or elsewhere. This includes, but is not limited to: copyrighted material; material we judge to be threatening or obscene or material protected by trade secrets and other statute; and invasion of privacy. You, the client, agree to indemnify Molomo from any claims resulting from the use of the service which damages the subscriber or any other party.

Pornographic content and sex-related merchandising is prohibited on all Molomo services. This includes sites that may infer sexual content or links to adult content elsewhere. Molomo will be the sole arbiter in determining violations of this provision.

Sites that promote any illegal activity or present content that may be damaging to Molomo servers or any other server on the Internet are prohibited. Links to such materials are also prohibited. Examples of unacceptable content or links are: pirated software; hacker programs or archives; and Warez sites.

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

Copyright Material and Trademark Infringement

Molomo will not be liable whatsoever for any infringement of copyright or misrepresentation by its clients. Examples include: misuse of trading names, logos or the suchlike; illegal use of copyrighted code or images; and misrepresentation.

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

Commercial Advertising – Email

Spamming, or the sending of unsolicited email, from a Molomo server, or using an email address or domain that is maintained on a Molomo machine as reference, is strictly prohibited.

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

Misuse of System Resources

Any attempt to undermine or cause harm to a server or customers of Molomo is strictly prohibited. This includes, but is not limited to: using programs that consume excessive CPU

time; allowing the use of mail services, mail forwarding capabilities, or autoresponders other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers for backup of files unrelated to the website of the account; or resale or remote access to scripts or programs installed on our servers. Operation of Internet Relay Chat servers or robots on our servers will result in an immediate suspension of service.

Renewals

Hosting accounts and domains are provided on an annual basis. All services are automatically renewed on their renewal date to ensure continuity of service, and are invoiced accordingly without notice.

Cancellation

Notice of cancellation of a domain or hosting account must be made in writing to info@molomo.net or to our postal address. No notice period is required, and there is no cancellation fee.

All fees paid up to the receipt of the notice of cancellation, and/or due in the current year's hosting period, are non-refundable. Any fees outstanding from any previous year also remain due in full.

When cancelling your web or email account it is imperative that you back up your files (if required) as these will be deleted from the server two days after the notice of cancellation is received, or when your current hosting period ends, whichever is the sooner. If you require Molomo to back up your files please request an estimate prior to cancelling your account.

Transfer of Domains

There is no transfer fee when transferring domains *to* our servers. The annual hosting and domain registration fee will be due immediately. Please note that to ensure quality of service to all clients, hosting accounts on our servers are only provided for sites maintained by Molomo.

The transfer of domains *from* our servers will be subject to a nominal transfer fee. Requests to transfer a domain from our servers must be made in writing to info@molomo.net or to our postal address. No notice period is required, and transfers will be actioned as soon as possible upon receipt (providing any outstanding fees are settled in full).

All fees paid up to the receipt of the transfer request, and/or due in the current year's hosting period, are non-refundable. Any fees outstanding from any previous year also remain due in full.

When transferring your domain it is imperative that you back up your web and email files (if required) as these will be deleted from the server when the transfer request is actioned, or when your current hosting period ends, whichever is the sooner. If you require Molomo to back up your files please request an estimate prior to requesting a transfer.

Suspension

Activity which results in a suspension or deactivation of an account will result in a forfeiture of fees paid or due. Complaints made regarding abuses of an account will be grounds for suspension.

Non-payment

Web and email hosting accounts may be suspended if they become subject to an outstanding debt of 60 days or more, and may be deactivated and cancelled after a further 30 days if that debt remains unsettled. All outstanding and newly incurred fees will remain due on accounts suspended or deactivated and cancelled due to non-payment in accordance with these terms and conditions.

Loss of Data/Refusal of Service

Molomo cannot, and will not, be responsible for any loss of data should web hosting and email accounts be suspended or deactivated according to these terms and conditions. Please note that lost data may be irretrievable and that reconnection fees will be applicable. The registration of domains on deactivated and cancelled accounts will also be cancelled. These conditions do not invalidate the original invoice terms: all outstanding fees will remain due in full.

We reserve the right to refuse, suspend or cancel services at our sole discretion. Failure to follow any term or condition will be grounds for immediate suspension of service or account deactivation.