



The fine print: Terms of Service

Support

All accounts come with Australian phone and email support. Our phone support service is available from 8am to 8pm Monday to Friday (AEST). We make our best effort to respond to all calls as soon as possible. Any changes regarding hosting accounts (i.e. DNS and password changes) must be emailed to support@snapfrozen.com.au.

Payment

All prices are non-refundable and non-negotiable. We charge our services in advance, whereby services will be activated upon payment. We make every effort to contact clients regarding late payments for overdue accounts. However, we reserve the right to suspend services if accounts have not been paid by the service expiry date.

Limitation of damages

Recovery of damages from Snapfrozen may not exceed the amount of fees it has collected on the account.

We don't host anything illegal

All services provided by Snapfrozen are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal, State or Local law or the laws of any other relevant jurisdiction, is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, material that jeopardizes national security, or material protected by trade secret or other laws. The subscriber agrees to indemnify and hold harmless Snapfrozen, from any claims resulting from the subscriber's use of Snapfrozen services which damages the subscriber or any other party.

We don't host porn

Porn and other sex related material is prohibited on all Snapfrozen servers. This includes sites that may imply sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to Snapfrozen servers or any other server on the Internet. Links to such materials are also prohibited. Snapfrozen will be the sole arbiter as to what constitutes a violation of this provision

Prohibited Content / Links

Examples of prohibited content or links include (but are not limited to):

- Chat (IRC) software
- Pirated software
- Hacking programs or archives
- Warez Sites
- Illegal distribution of copyrighted material.
- Adult (Porn) Sites
- Dedicated game servers

Content that does not meet these standards will be removed without prior notice to the subscriber.

Prohibited Housing

Housing of any of the following files is considered a violation of the terms of service:

- IRC, chat daemons and or anything like it
- Proxy servers of any kind
- PortScanning
- ShoutCast Servers
- PHP and Java Shells or anything like them are prohibited. If you need shell access, ask us, we might be able to help.
- Background Running Programs – We will run some background running programs, but these best be pre-approved by Snapfrozen staff before use.

We won't put up with any kind of SPAM

Spamming – Sending unsolicited email from any Snapfrozen server or any server located on the Snapfrozen network is STRICTLY prohibited. Snapfrozen will be the sole arbiter as to what constitutes a violation of this provision. This also includes “optin”, “optout” mail programs and mail that either directly or indirectly references a domain contained within an account at Sanpfrozen.



The fine print: Terms of Service

In addition to termination of any account found to be in violation there will also be a \$200.00 penalty for every valid spam complaint processed by Snapfrozen staff.

We won't be used and abused

Server Abuse - Any attempts to undermine or abuse a Snapfrozen server or subscriber of Snapfrozen is strictly not on, this includes but is not limited to:

- Logging into a server or account that you are not authorised to access
- Accessing data or taking any action to obtain services not intended for you or your use
- Attempting to probe, scan or test the vulnerability of any system, subsystem or network
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization
- Transmitting or storing material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
- Interfering with, intercepting or expropriating any system, data or information
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

Whether you personally did it or not, you're responsible for all actions performed by your account. All sub-networks of Snapfrozen and all dedicated servers must adhere to the above policies.

Downtime

Snapfrozen will use its commercially reasonable efforts to provide services at all times. Subscriber acknowledges that from time to time the services may be inaccessible or inoperable for various reasons, including periodic maintenance procedures or upgrades ("Scheduled Downtime"); or service malfunctions, and causes beyond Snapfrozen's control or which are not reasonably foreseeable by Snapfrozen, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks, or network congestion or other failures. Snapfrozen will provide at least forty-eight (48) hours advance notice to the subscriber for Scheduled Downtime, and will use commercially reasonable efforts to minimize any other disruption, inaccessibility and/or inoperability of its web servers. Snapfrozen has no responsibility for downtime resulting from a user's actions.

General

Terms of Service are subject to change on seven (7) days written notice. Written notice will be deemed to include notice sent by e-mail to the primary e-mail address we have on file or the primary postal address.

This notice will be deemed to take effect immediately upon it being sent by us; successful delivery and/or receipt of such notice is the sole responsibility of the subscriber.

These Terms of Service are a legally binding contract between the subscriber and Snapfrozen. By opening an account, the subscriber agrees to the above-stated terms.

Anything not listed in the Terms of Service is open to interpretation and change by Snapfrozen administrators without prior notice.

Any violation of these Terms of Service will result in termination of the account.

Snapfrozen maintains the right to terminate accounts without prior notification. We reserve the right to remove any account with fifteen (15) days prior notice.

Remedy

You agree that your sole and exclusive remedy to any issues relating to the Snapfrozen Service is to discontinue using the Service.