Hosting Policies.

Preamble

Websites Plus uses GCom Internet as our hosting partner.

Support

Websites Plus provides technical support related directly to its own services only and should not be regarded as a general support service.

Websites Plus provides support only to its own direct Clients. For reasons of both security and avoidance of duplicative support handling, no support will be provided to any third party.

With the exception of low volume email items created at your server, either via the webmail interface or by other server based applications, you must always use an external SMTP server for sending all email. Your hosting server cannot be used for remote email relaying.

We do not provide support for issues related to the sending of email via third party SMTP servers.

All hosted domains require full DNS delegation to our DNS servers. Websites Plus does not support external DNS delegation of hosted domains, and does not provide support for issues related to third party DNS delegation.

Server Abuse

For the benefit of all Clients and to maintain a quality service, Websites Plus reserves the right to suspend any account without any notice if that account is found to be affecting the quality of service for other users. In such an instance it is the Client's responsibility to contact Websites Plus to formulate a strategy to allow the account to be reactivated. All service fees continue to accumulate while an account is suspended. Websites Plus and GCom Internet will be the sole arbiter in determining violations of this provision.

File Storage

Websites Plus are primarily in the business of web hosting - not email hosting. Email hosting is considered an ancillary service to web hosting, and the use of our servers for the storage of email archives is not permitted. Clients are required to regularly collect and delete all email stored in all mailboxes associated with hosting accounts.

Backups

In general, full server backups are made and retained on daily, weekly, and monthly cycles. However, absolutely no guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made only for server restoration purposes in the case of large scale data loss occurring on a server for any reason including but not limited to hardware failure, software failure, server hacking and general data vandalism. The primary purpose of these backups is to protect system and application files related to server operations. Please take note that it is solely the client's responsibility to maintain local copies of its digital content.

The client acknowledges and agrees that data may be lost or corrupted in connection with the use of the service and acknowledges that Websites Plus shall have no liability to the client in the event that any or all data is lost or destroyed.

Content and Use

All services provided by Websites Plus may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian or USA law is prohibited. This includes, but is not limited to, copyrighted material, trademark, intellectual property, material judged to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The client agrees to indemnify and hold harmless Websites Plus   from any claims resulting from the use of the service which damages the Client or any other party.

Pornography and related merchandising is prohibited. This includes sites that may simply have pornographic content, or links to pornographic content elsewhere.

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Websites Plus or GCom Internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- ❌ Mailing List Sending Software
- ❌ Pirated Software

- ❌ Hacker Programs or Archives
- ❌ Warez Sites
- ❌ Illegal MP3s
- ❌ General Pornography

Email and Spam

Email hosting is provided only for domains where all web hosting services are contained within our network, and for domains which have no web presence at all. We do not provide email hosting for domains with web hosting services operating externally to our network. We do not provide secondary only or primary with external secondary email services.

Email hosting accounts are provided strictly for email handling only. The addition of any website content to an account ordered for email only hosting will result in immediate elevation of the account to that of a full web hosting account with an associated increase of the monthly account fee.

Websites Plus' hosting division is primarily in the business of web hosting - not email hosting. Email hosting is considered an ancillary service to web hosting, and the use of our servers for the storage of email archives is not permitted. Clients are required to regularly collect and remove all email stored in all mailboxes associated with hosting accounts.

Email items older than two months will be regularly purged from all folders of all email accounts.

Websites Plus takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or spam over its network, or over any other network on behalf of any domain hosted or associated with Websites Plus' web, email or DNS hosting services. Very simply, this means that Clients of Websites Plus may not use or permit others to use its network to transact in UCE, and may not use or permit others to use any external network to transact in UCE on behalf of any domain hosted or associated with Websites Plus' web, email or DNS hosting services. The Client may not host, or permit hosting of, sites or information advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Upon detection or notification of an alleged violation of the spam policy, Websites Plus and GCom Internet will initiate an immediate investigation. During the investigation, Websites Plus may restrict the Client's access to the network to prevent further violations. If the Client is found to be in violation of the spam policy, Websites Plus may, at its sole discretion, restrict, suspend or terminate the Client's account. All service fees continue to accumulate while an account is suspended. Further, Websites Plus reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Websites Plus will notify law enforcement officials if the violation is believed to be a criminal offence.

Clients who violate this policy agree that they will pay research fees not to exceed AU$110 per hour for each hour or part thereof which Websites Plus personnel must spend in investigating the matter. Severe violations of this policy will result in the immediate termination of the Client's account and may incur an administrative fee of up to AU$1500.

We consider UCE or spam to be any email message for which a spam complaint is raised by a message recipient, or a valid SMTP rejection or bounce message is received, or wherever a Client cannot produce proof of double opting in on the part of an email recipient.

Websites Plus specifically disallows any web form or similar application to be installed which permits a site visitor to provide content which is subsequently emailed to an off-server email address.

Websites Plus also specifically disallows any web form or similar application to be installed which permits a site visitor to provide an email address to which any content is subsequently sent.

Quite simply, to avoid any problems or costs, do not spam from, through, or in connection with your Websites Plus account.

Websites Plus' hosting division is in the business of web hosting - not SMTP hosting. It is neither appropriate nor acceptable for our web hosting servers to be used as a point of email origin for anything other than low volume email despatch which is not associated in any way with mailing lists. The only automated email applications permitted on our servers are general feedback and online order forms, and this specifically excludes any kind of mailing list sending or management application.

A maximum hourly email send limit of 120 applies to all hosting accounts.

A maximum daily email send limit of 400 applies to all hosting accounts.

Scripts

Any script installed on our servers must at all times be kept up to date by the Client with the latest stable version available from the supplier or developer of the application. This includes installations of WordPress.

Any upgrades to out of date scripts including plugins, themes, WordPress or any other, whether completed by the Client or by Websites Plus are done at the clients own risk. If there are any fixes required after upgrade these will be charged for at our standard hourly rate.

Any script which contains a login interface must include suitable brute force protection to efficiently block and refuse dictionary or guessing attacks against the login.

Subject to any and all provisions of this document, the Client is free to install server side scripts as required for the operation of its website only so long as the concerned scripts are not included in the following list:

- ✖ Any script which is not updated to the latest secure version.
- ✖ Any script which is no longer actively supported by its developer.
- ✖ UltimateBBS (all versions)
- ✖ Ikonboard (all versions)
- ✖ YABB and YABB se (all versions)
- ✖ Greymatter (all versions)
- ✖ IRC Egg Drops and IRC related programs. (chat software)
- ✖ Proxy Servers
- ✖ nph-proxy
- ✖ The Anonymizer
- ✖ formmail.pl other than NMS version
- ✖ timthumb.php
- ✖ lstmrge.cgi
- ✖ "Tell a Friend" type scripts
- ✖ Shell, SSH, Telnet Scripts and Shell, SSH, Telnet Alternatives
- ✖ Mailing List Sending Software
- ✖ Email Relaying Software
- ✖ Email Responding Software
  Any web form which sends content entered by a site visitor to an off-server address.
- ✖ Any web form which sends any content to an email address entered by a site visitor.
- ✖ Any script which processes a massive number of flat files or large flat file databases.
- ✖ Any PHP script which requires a register_globals "on" directive.
- ✖ Any PHP script which requires an allow_url_fopen or allow_url_include "on" directive.
- ✖ Any PHP script which requires access to the shell_exec() or system() functions.
- ✖ Any script which facilitates the exploitation of our servers in any way.

In the case of the Client allowing a script with a reported exploit or vulnerability to remain installed on a server, Websites Plus reserves the right to upgrade the script, disable the script, or terminate the site without prior notice. Websites Plus will be the sole arbiter in determining violations of this provision.

Further to the above, Websites Plus reserves the right to disable any script, or terminate any site, which it considers to be affecting normal server operation or service to other Clients, or which represents a general risk to our servers. Websites Plus will be the sole arbiter in determining violations of this provision.

If your website is not hosted with Websites Plus, we take no responsibility for backups, security or updates of your website.

Indemnification

The client agrees to use all Websites Plus services at its own risk and to indemnify Websites Plus from any and all liabilities, losses, costs and claims from any product or service provided.