

# Website Hosting Terms of Use

Lumis Multimedia (hereafter referred to as "Lumis") strives to provide the best possible service to all our web hosting customers, but we will not tolerate any unlawful activity or abuse on our servers. We respect freedom of speech and expression unless it is harmful to others. These brief guidelines are imposed to protect you, other Lumis customers and us against such harm.

## Payment Policies, Fees, Refunds and Terms of Agreement

Full payment is required before any service is rendered, which includes renewals. All payment-due notices will be sent by electronic mail. No bills or invoices will be sent by postal mail or fax. Prepayment is due each anniversary (one month, three month, six month, one year, two years) following the date the account was established. Billing will continue until you cancel your account. You may cancel at anytime. As a policy, we do not offer credits or refunds for time already expended. We do give refunds for full months unused, should you want to cancel prepaid service. If you decide to cancel after prepayment, you will not receive a refund for the current month in use (We do not give partial months refunds). If you have prepaid and received a multi-month discount, upon cancellation we will figure the refund retroactively withdrawing the discount back to the start date of the contract. This will result in paying full undiscounted price for the months used and refunding the balance. This only applies to cancellation by the client. If cancellation is done by Lumis due to restrictions violation, there will be no refund. Lumis will only allow for the discount if cancellation is not the fault of the client, as determined by Lumis. All monetary transactions are in \$AU dollars. Additional features can be added at any time. Monthly feature prices are not prorated. Lumis reserves the right to change prices at any time.

## Account Cancellation

You may cancel at anytime. To cancel your account, please contact Customer Service at sales @ lumis.com.au. Notification of cancellation must be received at least five business days prior to your cycle date, with the cycle date being the day of the month you sign up, in order to avoid charges in full for the next cycle. It is the Clients Responsibility to secure email confirmation from Lumis that account has been cancelled. If the client has not yet received email confirmation of account cancellation, then the account remains active, and you will continue to be invoiced. If Client has a balance due at the time of cancellation, this balance must be paid in full. Cancellation does not absolve Client of any outstanding financial obligations.

## Indemnification Policy

You agree to use all Lumis services and facilities at your own risk. Lumis specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall Lumis be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold Lumis harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Lumis, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless Lumis against liabilities arising out of:

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Lumis's server;
- (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement,
- (4) any defective products sold to customer from Lumis's servers, and
- (5) any exploitations of your website, content management system, customer relationship management software, or any other database or software installed on your hosting account - you are responsible for the security of your own account.

Lumis shall be the sole judge of what violates this Policy.

Lumis reserves the right to monitor any and all communications through or with our facilities. You agree that Lumis is not considered a "secure communications medium" for the purposes of these terms, and that no expectation of privacy is afforded.

## SPAM Policy

Lumis is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either: Over the Lumis network, by customers or any other users of the Lumis network (including customers' customers); AND/OR over ANY network—; if the message sent advertises or mentions a site hosted on the Lumis server.

We react quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any customer disregarding this policy. Sending unsolicited commercial email (a.k.a. "spam"), cross-posting messages to a large number of Usenet groups, posting obscene or threatening messages while using or referring to a

Lumis email address or web site URL is prohibited. The use of Lumis servers as a mail drop for responses to activities described above is also prohibited. Accounts cancelled due to spam will be billed a "clean up" fee of \$500.

If you have any complaints or comments regarding Spam on our network, please direct them via email to sales @ lumis.com.au

#### Content Policy

All services provided by Lumis may 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 is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secret and other statute without proper authorization. The subscriber agrees to indemnify and hold harmless Lumis from any claims resulting from the use of the service which damages the subscriber or any other party.

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

Also prohibited are sites that promote any illegal activity or present content that may be damaging to Lumis servers or any other server on the internet. Links to such materials are also prohibited.

Examples of unacceptable content or links:

- Pirated software
- Hacker programs or archives
- Warez sites
- IRC Eggdrops
- Proxy Servers
- NPH-Proxy

Lumis does not host sites of its competitors or web pages promoting sites of its competitors. Any illegal activity, including adult content, links to adult content web sites, spamming or hacking will result in your site being shut down and all your files deleted without warning. No refund, even for pre-paid service, is given in this case. Lumis will be the sole arbiter as to what constitutes a violation of this provision.

#### Email Policy

Lumis may not be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. Your email account may not be referenced as originator, intermediary, or reply-to address of such email. "Safe-lists" are also strictly forbidden.

#### CGI Scripts Policy

Each account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal server operation or service to other Lumis customers. You will be notified within 24 hours about offending cgi scripts.

#### Chat Policy

Lumis allows only those chat rooms that do not run on our servers. You can however link your site to a chat provider. There are many examples of third party chat providers that can be found with a simple Google search.

#### Bandwidth and Traffic Policy

Lumis allows for very generous traffic, and most sites never exceed monthly limits, unless they offer shareware, sound, video, image and multimedia archives, are mirror sites or any site whose primary purpose is file distribution. Lumis customers are discouraged from storing any files that cause excessive traffic on Lumis servers. Please contact sales @ lumis.com.au for more information. Again, 99% of the sites do not fall into this category and never reach our traffic limits.

We reserve the right to refuse service to anyone for any reason not prohibited by law. Also we reserve the right to terminate service to any customer for any reason not prohibited by law. Any deliberate attempt to cause damage to Lumis or any other Internet servers will result in immediate account deactivation without prior notice. No refund, even for pre-paid service, is given in this case.

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill for each gig of traffic exceeded according to our current prices. You may be charged for transfer that you use beyond our generous data transfer limits without prior notification. You can monitor transfers at anytime in your Control Panel.

#### Backups

Full backups are made weekly, and backups of new/changed data made daily. No guarantees are made of any kind, either expressed or implied, as to the integrity of these backups. Backups are made for server restoration purposes only and not for backing up individual accounts. It is the client's responsibility to maintain local copies of their web content or

any other information. The "Backup Manager" is included in each plan and client can use this tool to back up their files. If loss of data occurs due to an error of Lumis, we will attempt to recover the data for no charge to the client. If data loss occurs due to negligence of client in securing their account or by an action of the client, Lumis will attempt to recover the data from the most recent archive for a \$90.00 fee.

Lumis reserves the right to amend our Terms and Conditions at any time and without notice.