

Acceptable Usage Policy

Content

All services provided by Server Stadium may only be used for lawful purposes. All illegal contents are prohibited from Server Stadium network. This includes, but is not limited to: distribution of copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. Customer agrees to indemnify and hold harmless Server Stadium from any claims resulting from the use of the service that damages the subscriber or any other party.

Examples of unacceptable content or links:

- . Pirated software
- . Wares sites
- . Irc Bots
- . Hate Sites
- . Hack Programs and archives
- . Email Spammers
- . Adult Content
- . **Third party mass mailers (if you mass mail for other companies even if you have double opt-in or is can-spam act compliant)**

Server Stadium will act as the sole arbiter as to what constitutes a violation of this condition.

Email Restriction

Spamming, mail bombing, alteration or obfuscation of mail headers, assumption of third party email identity, and other illegal mail activities are strictly prohibited. MASS MAILING for other companies is absolutely not allowed (even if its double/triple/quadruple opt-in). You can Only Mass Mail for your own company. Example: if you are companyABC and you purchase a server from Wowrack, then you can mass mail to all customers of companyABC such as weekly or monthly newsletter. If you are a marketing company called companyG and you want to use Wowrack's servers to mass mail for companyABC, this is not allowed.

Server Abuse

Any customers found to abuse our servers would have their account immediately suspended. Any account that excessively uses the server resources may be temporarily stopped to provide optimal server resources for other users. If any account is found to be affecting server performance at a continued duration of time, it may be disabled. Server Stadium recommend moving such sites to a dedicated hosting solution.

Network Abuse

Network abuses are also strictly prohibited. This includes, but is not limited to: port scanning, denial of service, network penetration, sniffing, spoofing, virus deployment, hack attempts, vulnerability scanning. If any account is found to be performing any kind of network abuses, it will be permanently disconnected. Server Stadium will fully co-operate with the law enforcement in dealing with unlawful activities performed on our network.

Server Security

Customers are responsible in protecting their own server and password. If for any reason

the network security has been breached because of customer's server, he/she will be responsible for the cost of Server Stadium security team to restore the server and / or network. Security recovery issues are billed at \$200.00 per hour.

Network Security

Violation of network system such as, but not limited to unauthorized access, trying to breach the network security is prohibited. At anytime where a security breach is detected, the involved server will be immediately shut down. Server Stadium technicians will immediately investigate the situation.

Hardware Maintenance

Server Stadium is responsible for hardware failure in our dedicated server. We will replace your malfunctioning hardware as soon as possible. Custom hardware replacement may take longer for us to replace.

Data Content and Protection

Since all servers are constantly connected to the Internet, please be aware that the content on the servers might be exposed to hacker attacks, viruses or other adverse attack outside of our control. For these and many other reasons, customer may lose the whole content of his/her server(s). We back-up our virtual hosting servers on a daily basis. Server Stadium will not be liable for lost data even if backups were created.

Bandwidth Usage

All plans have a set allotment of bandwidth available for use. Any bandwidth usage that is over the limit of the monthly allotment will be charged according to the terms that is set forth in the order form. Unused bandwidth may not be carried over to the following month.

Uptime

Server Stadium does not guarantee 100% uptime. We will do everything we could to provide the best uptime within our capability. Customers are thus advised that his/her service may be down (cease functioning) for many reasons. We highly recommend that customers purchase our complex hosting solution if they have critical applications which cannot tolerate any down time. Server Stadium does not guarantee minimal downtime, nor will be responsible for any damages/loss caused by the server being down.

IP address

Server Stadium follows strict ARIN guidelines in the distribution of IP addresses. Customer has the option of purchasing additional IP addresses with justification. In order to understand our IP address policy better, Server Stadium has provided a convenient IP address policy webpage located in the policies button of our website top navigation bar.

Resellers

Resellers all of their clients are all bound by this acceptable usage policy. Resellers should not make policy or any kind of agreement for their clients that would contradict to our policies.

Reseller relationship to Server Stadium

All resellers are independent contractors that have no tie with Server Stadium. No relationship other than to allow reseller to sell Server Stadium services is intended.

Indemnification

Customer agrees that customer shall not hold Server Stadium liable of any claims, liabilities, losses, costs, damages, expenses, including attorneys' fees and court costs that arise from any judgments directly or indirectly created by the services of Server Stadium to the customer.

Limited Liability

Server Stadium shall not be liable under any circumstances for any damages the customer's businesses may suffer for any reason, even if Server Stadium has been advised of the possibility of such damages. If a problem occurs that is within Server Stadium's control, we will issue credits based on the length of the downtime according to the customer's service plan. As the Internet is unpredictable, customers are aware that network availability is not guaranteed to be 100% available. Server Stadium shall not be liable for any claims resulting from downtime, corruption or deletion of any website or data and loss of revenue.

Governing Law

This Agreement shall be governed in the State of Washington. Any litigation will be settled in King County, Washington.

Excused Performances

Server Stadium shall not be responsible for any delay resulting directly or indirectly from natural disaster such as fire, shortages of facilities, acts of civil or military authority, catastrophes, or any other circumstances beyond Server Stadium's reasonable control. In case this happens, the customers will have to make arrangements with Server Stadium to defer the service to a mutually agreed date and time.

Entire Agreement

This Agreement supersedes all prior and current, oral or written understandings and agreements between Server Stadium and the customer involved. Any prior statements that are not written in this agreement, even if they are promised orally or written are deemed void. Customers hereby acknowledge and will abide by all the rules set forth in this agreement.

Policy change

Server Stadium reserve the right to make changes to our acceptable usage policy at any time without any notification. Changes to acceptable usage policy takes effect immediately upon being posted on our website.

Complaints

All complaints will be promptly investigated. In the case that any account is being investigated, Server Stadium reserves the right to suspend, restrict or terminate the account(s) in question. We will deactivate customer's account(s) if Server Stadium policies are violated. Please report violations to: abuse@serverstadium.com.

Customer Support

We encourage you to contact our technical support teams through email at support@serverstadium.com.