

Acceptable Usage Policy

Content

All services provided by Wowrack may only be used for lawful purposes. All illegal contents are prohibited from Wowrack 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 Wowrack 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

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

Email Restriction

Spamming, mail bombing and other illegal mail activities are strictly prohibited. Any customer who uses their server and or accounts for spamming will have their account terminated immediately. All fees and pre-paid services will not be refunded. Wowrack will act as the sole arbiter as to what constitutes a violation of this condition.

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. Wowrack 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. Wowrack 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 Wowrack 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. Wowrack technicians will immediately investigate the situation.

Hardware Maintenance

Wowrack 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. Wowrack 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

Wowrack 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. Wowrack does not guarantee minimal downtime, nor will be responsible for any damages/loss caused by the server being down.

IP address

Wowrack 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, Wowrack 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 Wowrack

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

Indemnification

Customer agrees that customer shall not hold Wowrack 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 Wowrack to the customer.

Limited Liability

Wowrack shall not be liable under any circumstances for any damages the customer's businesses may suffer for any reason, even if Wowrack has been advised of the possibility of such damages. If a problem occurs that is within Wowrack'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. Wowrack 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

Wowrack 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 Wowrack's reasonable control. In case this happens, the customers will have to make arrangements with Wowrack 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 Wowrack 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

Wowrack 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, Wowrack reserves the right to suspend, restrict or terminate the account(s) in question. We will deactivate customer's account(s) if Wowrack policies are violated. Please report violations to: abuse@wowrack.com.

Customer Support

We encourage you to contact our technical support teams through email at support@wowrack.com. Phone supports are also available during standard business hours. Wowrack has provided convenient support forms located in the support buttons -> support forms of our website top navigation bar.