

DARKSTARX.NET Terms Of Service and Acceptable Use Policy

Last updated: April 2011

The following document outlines and defines the Terms of Service, and Acceptable Use of the services provided by DARKSTARX.NET, ABN 80 901 579 367 ("The Provider"). The policies described and laid out herein apply to the client ("The Account Holder").

By engaging a service ("The Service") from The Provider, The Account Holder agrees to accept the terms and conditions outlined in this document.

By accepting these Terms Of Service, The Account Holder indemnifies The Provider of all responsibility for client actions or result thereof. The Provider reserves the right to refuse or terminate service at its discretion.

Violation of The Provider's Acceptable Use Policy is strictly prohibited and will result in the immediate termination or suspension of The Service.

The Account Holder shall remain solely liable and responsible for the use of The Service and any and all content that is displayed, stored on or transmitted through The Provider's servers and network.

1. Lawful purpose

The Account Holder may use The Service for lawful purposes only. Transmission or storage of any information which violates any applicable law or regulation is prohibited.

2. Privacy

The Provider shall not distribute The Account Holder's personal information to any third party.

The Provider does not store any billing information (such as credit card details) on its servers.

Furthermore, online payments are handled by PayPal Inc. and 2Checkout.com Inc., which will be held responsible for any billing discrepancies.

3. Unsolicited bulk e-mail - Spam

The Provider takes a zero tolerance approach to the sending of unsolicited

bulk e-mail (spam) through its network. The Account Holder may not use The Provider's network to send unsolicited bulk e-mail.

The Account Holder may not host web sites or information that is advertised via unsolicited bulk e-mail.

4. Insurance

The Account Holder is responsible for maintaining insurance coverage for any claims which may arise from using The Service.

5. Bandwidth use

The Provider shall pro-actively monitor the bandwidth usage of all services connected to its network. The Provider reserves the right to take corrective action should The Account Holder's service have a negative impact upon the delivery of services to other clientele of The Provider.

6. IP address space assignment

The Account Holder may not use IP address space which has not been specifically assigned to them by The Provider. Any service found to be listening on erroneous IP address space will be disconnected from The Provider's network until the matter can be resolved.

7. Support disclaimer

Unless specified, all services are presumed to be unmanaged. What this means is that past connectivity issues, The Provider cannot assist with troubleshooting, configuration or general advice regarding individual applications.

The Provider will work hard to ensure The Account Holder gets the best possible results. The Account Holder's help in briefing The Provider as comprehensively as possible will be appreciated.

Any advice The Provider offers will be given in good faith, based on The Provider's experience and judgement. No advice, however, can be guaranteed

to be 100% correct and the practicalities of implementation in a changing market involve a level of uncertainty.

The decision as to which suggestions you adopt and which you do not is your responsibility.

We can accept no legal liability for the consequences of such decisions. In particular, we do not offer accounting, legal, or financial advice and nothing we provide should be construed as constituting such advice.

8. Cancellation

The following policy applies to account cancellations if a refund hasn't been requested or is not possible (see Refund policy below).

All account cancellation requests must be submitted in writing (either via postal or electronic mail) to The Provider's billing department at least five (5) business days prior to The Account Holder's billing renewal date.

The Provider will contact The Account Holder to confirm cancellation within twenty-four (24) hours.

9. Refund policy

A cancellation occurs when The Account Holder or The Provider void an order for a withdrawal of funds from The Account Holder's credit card (in the case of a credit card payment), or PayPal account (in the case of a PayPal payment).

The Provider will not collect a deposit from The Account Holder and the previously authorised funds will be released.

After a sale is sent for deposit, any attempt to reimburse the cost of The Service to The Account Holder constitutes a Refund and shall be dealt with as set forth below.

You may contact The Provider regarding your purchase within twenty-one (21) days of payment for a full refund.

Such refund will become applicable in the event that:

- a) The Provider has failed to provide The Service as described and agreed, or
- b) The Account Holder becomes insolvent, or
- c) The Account Holder is shown to be in breach of some or all of The Provider's terms.

A refund is the actual reimbursement of the cost of The Service to The Account Holder.

A credit card Refund is accomplished by reversing the amount previously charged to The Account Holder's credit card or account at the credit card issuing bank and the appropriate amount is credited to the appropriate credit card or account at the credit card issuing bank of The Account Holder.

A PayPal Refund is accomplished by utilising PayPal's Refund function, which causes The Account Holder's PayPal account to be credited the full amount of the payment for The Service.

10. Early termination

The Account Holder should refer to the agreement with The Provider regarding early termination fees. Generally the following formula may be used:

Early termination fee: Monthly payment **X** remaining contracted months.

11. Delinquent accounts

The Provider may suspend service upon failure of The Account Holder to pay charges when due. Such termination or denial will not relieve The Account Holder of responsibility for the payment of all service fees, nor any collection fees.