

ROB HEALEY & ALL ABOUT WEB

TERMS OF SERVICE AND ACCEPTABLE USE POLICY

Terms of Services

Revision date: 29th November 2021

All services provided by Rob Healey & All About Web ("All About Web" "Rob Healey") 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 city law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless Rob Healey & All About Web from any claims resulting from the use of service which damages the subscriber or any other party.

Prohibited are sites that promote any illegal activity or present content that may be damaging to All About Web' 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

NOTICE: IF YOUR ACCOUNT IS FOUND TO CONTAIN ILLEGAL ACTIVITY, ILLEGAL MP3 FILES, PIRATED SOFTWARE, HACKER PROGRAMS, WAREZ PROGRAMS, OR ANY OTHER ILLEGAL FILES, YOUR ACCOUNT WILL BE TERMINATED IMMEDIATELY, WITHOUT NOTICE, AND A \$50.00 CANCELLATION FEE WILL APPLY. ADDITIONALLY, Rob Healey & All About Web WILL NOTIFY THE PROPER AUTHORITIES OF YOUR ACTIONS.

Traffic Usage

All account plans come with a predetermined amount of traffic allowance. We monitor all accounts and bill \$1.00 for each gig of traffic exceeded. This amount is not prorated, meaning that 1 mb - 1 gig will be treated and billed as the same.

IRC

We currently do not allow IRC or IRC bots to be operated on our servers.

Server Abuse

Any attempt to undermine or cause harm to a server or customer of Rob Healey & All About Web is strictly prohibited. As our customer you are responsible for all your accounts. Should you violate the Terms of Services outlined within, your account will be cancelled without chance of refund.

Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

All sub-networks, distributive hosting sites and dedicated servers of

Rob Healey & All About Web must adhere to the above policies, with the exception of system resources in respect to dedicated servers.

Billing

By the Account Activation Date each year, Rob Healey & All About Web shall deliver, by e-mail or regular mail, an invoice in accordance with the applicable Service Fees for services rendered. When an invoice is delivered to the client, payment shall be remitted to Rob Healey & All About Web by no later than the specified payment due date. Rob Healey & All About Web shall be entitled to immediately terminate this agreement for client's failure to make timely payments.

Service Fees

Certain services carry a setup fee charged by Rob Healey & All About Web to client, which must be paid by client in order to have use of said services. If client terminates this agreement, client shall be responsible for any and all outstanding fees owed to Rob Healey & All About Web and agrees to pay any and all fees incurred by client. Because the services are provided on a yearly basis, the client will be responsible for service fees incurred, regardless of when client provides notice of termination. Such fees will not be pro-rated or refunded.

Money back guarantee & refund policy

We do not generally refund cancelled contracts. No refunds are issued for setup charges, add-on charges, domain-registrations, add-on purchases, SSL certificates or overage charges. In case of AUP violations, any and all refunds are forfeit.

Account Deactivations

Any account deactivated due to non-payment will require a reactivation fee of \$30.00 prior to reactivation.

Cancellation Refunds

We DO NOT refund partial yearly fees to accounts. We require 30 days notice for a cancellation.

Refusal of Service

We reserve the right to refuse, cancel or suspend service, at our sole discretion.

Limitation of Liability

Rob Healey & All About Web shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from any work carried out by Rob Healey & All About Web ' including any work on a clients website or email. Rob Healey & All About Web shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Rob Healey & All About Web ' servers going off-line or being unavailable for any reason whatsoever. Furthermore, Rob Healey & All About Web shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Rob Healey & All About Web ' servers. All damages shall be limited to the immediate termination of service.

Violations

Violations of these Acceptable Use Policies should be referred to rob@robhealey.com.au. All complaints will be investigated promptly. Failure to follow any term or condition will be grounds for immediate account deactivation.

Disclaimer

Rob Healey & All About Web cannot be held liable for system down time, crashes or data loss. Rob Healey & All About Web cannot be held liable for any predicted estimate of profits which a client would have gained if their site was functioning. Certain services provided by Rob Healey & All About Web are resold. Thus, certain equipment, routing, software and programming used by Rob Healey & All About Web are not directly owned or written by Rob Healey & All About Web. If any time the services sold to Rob Healey & All About Web are terminated or increased in price, Rob Healey & All About Web may pass along to customers the price increase or terminate services. Support for sites hosted via Rob Healey & All About Web is only available through Rob Healey & All About Web, who is available for technical support, troubleshooting and editing. All time spent is billable time. Moreover, Rob Healey & All About Web holds no responsibility for the use of our clients' accounts. Failure to comply with any terms or conditions will result in the automatic deactivation of the account in question. We reserve the right to remove any account, without advance notice for any reason without restitution, as Rob Healey & All About Web sees fit.

Account Activation

By activating your account with All About Web, you agree to the Terms of Service set out in this document including policies and disclaimer. Upon requesting activation of an account, you are required to accept these policies, guidelines and disclaimer. Activation of your account is proof of acceptance of the Terms of Service. You may request a copy of the Terms of Service at anytime by emailing rob@robhealey.com.au or viewing and downloading from this link <http://allaboutweb.com.au/TOS.htm>

NOTICE: If you sign up for an account and fail to comply with these terms, no refunds will be given. We will, however, advise you by e-mail or phone prior to taking any action to provide you with an opportunity to correct the problem.

Server Uptime Guarantee

Although Rob Healey & All About Web has an excellent record for reliability, we do not offer an uptime guarantee. However, our network and servers are monitored continuously, and are rarely down. Scheduled maintenance and hardware and software upgrades excepted.

Rob Healey & All About Web reserves the right to amend any or all of the above policies, guidelines and disclaimer without notification. We also retain the right to increase any pricing and make changes to our account plans without notification.

Privacy

Revision date: 5th April 2014

Rob Healey & All About Web have created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Web site.

Information Automatically Logged

We use your IP address to help diagnose problems with our server and to administer our Web site. We use this information for no other reason.

Order Forms

Our site uses an order form for customers to request services. We collect sensitive information which is used only for our purpose, no third party receives any type of information from us.

Contact information from the order forms is used to get in touch with the customer when necessary.

Billing information that is collected is used to bill the user for services.

Unique identifiers are collected from Web site visitors to verify the user's identity.

Demographic and profile data is also collected at our site.

We use this data to tailor our visitor's experience at our site showing them content that we think they might be interested in, and displaying the content according to their preferences.

Security

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control.

Contacting the Web Site

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact: rob@robhealey.com.au

Acceptable Use Policy

Revision date: 5th April 2014

As a provider of web site hosting and other Internet-related services, Rob Healey & All About Web offers its customer (also known as "Subscribers") and their customers and users the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Rob Healey & All About Web respects that the Internet provides a forum for free and open discussion and dissemination of information. However, when there are competing interests at issue, Rob Healey & All About Web reserves the right to take certain preventive or corrective actions. In order to protect these competing interests, Rob Healey & All About Web have developed an **Acceptable Use Policy** ("AUP"), which supplements and explains certain terms of each customer's respective service agreement, and is intended as a guide to the customer's rights and obligations when using All About Web' services. This AUP will be revised from time to time.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use it, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Rob Healey & All About Web cannot monitor, verify, warrant or vouch for the accuracy and quality of the information they acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet may be sexually explicit or otherwise offensive. Because Rob Healey & All About Web cannot monitor or censor the Internet, and will not attempt to do so, Rob Healey & All About Web cannot accept any responsibility for injury to its subscribers resulting from inaccurate, unsuitable, offensive or illegal Internet communications.

When subscribers disseminate information from the Internet, they must keep in mind that Rob Healey & All About Web does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information created is carried over the Rob Healey & All About Web network and may reach a large number of people, including both subscribers and non-subscribers of All About Web, subscribers' postings to the Internet may affect other subscribers and may affect All About Web' goodwill, business, reputation or operations. For the reasons listed below, subscribers violate Rob Healey & All About Web policy and the Service Agreement when they, their customers, affiliates or subsidiaries engage in the following prohibited activities:

Spamming:

Sending unsolicited bulk and/or commercial information over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward All About Web, but also because it can overload the Rob Healey & All About Web network and disrupt service to Rob Healey & All About Web subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, Rob Healey & All About Web will investigate and shutdown the account that is SPAMing. A \$250 charge for violating this policy will be charged to the person initiating the SPAM. Furthermore Rob Healey & All About Web reserves the right to prosecute for this violation. A \$1.00 charge will be assessed PER EMAIL sent, should Rob Healey & All About Web choose to pursue and prosecute.

Audio/Video Streaming:

Audio/Video Streaming is not hosting friendly. As such, Rob Healey & All About Web does not allow any streaming of audio or video content. Offending accounts will be suspended without noticed or terminated.

Adult-Oriented Content:

Rob Healey & All About Web does not allow adult content and will suspend/terminate any offending account.

Large File Policy:

Rob Healey & All About Web is not for file hosting and distribution - as such, customers may not host any files larger than 50MB in size that are observed to be available for the sole purpose of download. Such files include but are not limited to .ISO, audio/video files, .EXE files. If you are unsure whether your file is against this policy, please e-mail rob@robhealey.com.au.

Obscene Speech or Materials:

Using All About Web' network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Rob Healey & All About Web is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through its network.

Defamatory or Abusive Language:

Using All About Web' network as a means to transmit or post negative, defamatory, harassing, abusive or threatening language.

Forging of Headers:

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks:

Accessing, illegally or without authorization, computers, accounts or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that may be used as a precursor to an attempted system penetration (i.e., port scan, stealth scan or other information-gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses or Other Destructive Activities:

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service or equipment.

Facilitation a Violation of this AUP:

Advertising, transmitting or otherwise making available any software, program, product or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software.

Export Control Violations:

Exporting encryption software over the Internet or otherwise, to points outside Australia.

Usenet Groups:

Rob Healey & All About Web reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities:

Engaging in activities that are determined to be illegal, including, but not limited to, advertising, transmitting or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards and pirating software.

Other Activities:

Engaging in activities, whether lawful or unlawful, that Rob Healey & All About Web determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations.

As we have pointed out, the responsibility for avoiding harmful activities just described rests primarily with the subscriber. Rob Healey & All About Web will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with All About Web's policy or applicable law. However, when Rob Healey & All About Web becomes aware of harmful activities, it may take any action to stop the harmful activity, including, but not limited to, removal of information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action deemed appropriate by All About Web.

Rob Healey & All About Web is also aware that many of its subscribers are themselves providers of Internet services, and that information reaching the Rob Healey & All About Web facilities from those subscribers may have originated from a customer of the subscriber or from another third party. Rob Healey & All About Web does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Rob Healey & All About Web reserves the right to directly take action against a customer of its subscribers. Also, Rob Healey & All About Web may take action against the Rob Healey & All About Web subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Rob Healey & All About Web anticipates that subscribers who offer Internet services will cooperate with Rob Healey & All About Web in any corrective or preventive action that Rob Healey & All About Web deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Rob Healey & All About Web policy.

Rob Healey & All About Web will not intentionally monitor private electronic mail messages sent or receive by its subscribers, unless required to do so by law, governmental authority or when public safety is at stake. Rob Healey & All About Web may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Rob Healey & All About Web may disclose information, including, but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request. Rob Healey & All About Web assumes no obligation to inform the subscriber that subscriber information has been provided and, in some cases, may be prohibited by law from giving such

notice. Finally, Rob Healey & All About Web may disclose subscriber information or information transmitted over its network where necessary to protect Rob Healey & All About Web and others from harm, or where such disclosure is necessary to the proper operation of the system. However, Rob Healey & All About Web will never sell information to other services or outside companies. Rob Healey & All About Web expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of online communications. A subscriber's failure to comply with those laws will violate Rob Healey & All About Web policy. Finally, Rob Healey & All About Web wishes to emphasize that, in signing the Service Agreement, subscribers indemnify Rob Healey & All About Web for any violation of the Service Agreement, law or Rob Healey & All About Web policy resulting in loss to Rob Healey & All About Web or the bringing of any claim against Rob Healey & All About Web by any third party. This means that, if Rob Healey & All About Web is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will be responsible for payment of any damages awarded against All About Web, plus costs and reasonable attorney's fees. We hope this AUP is helpful in clarifying the obligations of Internet users, including Rob Healey & All About Web and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to rob@robhealey.com.au.