

Banned Scripts

The following scripts are banned/ not allowed / not permitted due to these scripts causing harm to other sites on the same server (shared hosting including DataSuper, DataMini, Data 1-3):

No Insecure Form Scripts (must use captcha)

No Open Webmail

IRC Egg Drops & IRC related programs.

Chat software i.e Flashchat or PHP based Chat Script

Proxy Scripts

Shell, SSH, Telnet Scripts

Scripts Using Flatfile Database i.e .txt db

No Download Mirrors or Farms

No Illegal MP3/4s/Movies download or Streaming and hotlinking

No Top Sites /Ranking Programmes

No Free or Public Email Service

No URL Redirection and Mass Referral program

No Image Hosting

No Public Blog Hosting Service i.e WP Mu

No WAP Chat Sites

No Downloader Script i.e Rapid Leech or any kind.

Agreement Between DataKL Solutions Sdn Bhd And All Customers

This document shall serve as an agreement between DataKL Solutions Sdn Bhd. ("we", "us", or "provider") and you as an end-user ("you", "user", or "customer"). This document shall constitute the entire agreement between DataKL and you and while superseding any other prior agreements, govern your use of all DataKL services. Activities Subject to Immediate Deactivation. Any Hosting Account that is used for Illegal, Abusive or Unethical Activity may be immediately deactivated by us without warning to you. Any misuse or overuse of the server will result in immediate deactivation of an account. Illegal, Abusive or Unethical Activities include, but are not limited to inclusion of or linking to, pornography, mp3's, obscenity, nudity, violations of privacy, hacking, irc related scripts and programs, non approved server scripts, eggdrops, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, as determined by us. You agree to indemnify and hold us harmless from any claim resulting from your publications or use of Illegal, Abusive or Unethical materials. Although we will make reasonable efforts to alert you to such activities

and allow you an opportunity to cure them within a 12-hour period after discovery, we are not required to give notice before deactivating your use of our services if, in our discretion, your use is or results in Illegal, Abusive or Unethical activities. If a Hosting Account is disabled, the regular fees still apply. Each individual hosting account is allowed 1 main domain name with all additional parked domain names pointing to the main site of the main domain, unless otherwise specified. DataKL reserves the right to Cancel/Deactivate any account at any time for any reason. There will be no tolerance of any abuse of any of our support methods, which will result in immediate suspension.

Public Nature of Internet

Please understand that all information submitted on the Hosting Account shall be considered publicly accessible. Important and private information should be protected/backed up by you. For example, we are not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider that you may use.

Unsolicited Electronic Mail

You are expressly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, information announcements, and political tracts. Such material may only be sent to those who have specifically requested it. Malicious or threatening email is also prohibited. We reserve the right to immediately deactivate your use of our service if we discover such activity. Further, you agree to indemnify and hold us harmless from any claim resulting from your use or distribution of electronic mail services through the service provided through this Agreement. Anyone using our services for spamming will be immediately subject to a RM \$350 cleanup/network abuse fee.

DataKL servers are not to be used for the purpose of hosting scripts or images for data collection or any other purpose to reduce the load on another webhost, or for any other reason. Servers are not to be used for the hosting or serving of file downloads. Any site with traffic or disk usage consisting more than 33% of file downloads (non html traffic) may be suspended. Customers are not permitted to open connections to the server at a rate of more than 3,000,000 connections/month. Customers are not permitted to run scripts on their account with us, to monitor connections and statuses of other servers (gaming servers for example). Customers are not permitted to get multiple accounts with DataKL, for the purpose of getting extra bandwidth only, to avoid bandwidth overage charges. DataKL can and will terminate accounts of people using our servers not to host their domain but only scripts.

Guaranteed Uptime

The DataKL Solutions Sdn Bhd of computers, will have a guaranteed aggregate average uptime of 99.5% over the course of three months (90 days). This does not include scheduled downtime for maintenance on servers, which will be minimal, and necessary. This also doesn't lude mass-network problems such as major backbone problems.

Minimum server specifications are not guaranteed on all machines, however upon request any account will be moved to a server matching our current minimum server specifications.

Service Fees

All payments are due on time, without exception. Any failed charges on an invoice are subject to a RM \$ 5 service fee. Accounts with any past due invoices are at risk of suspension and late fees. Any account suspended for more than a 30 day period are terminated without backup.

Cancellation

All cancellations need to be made in writing through our trouble ticket system (<http://support.datakl.com>). In the event you cancel your service, you will be charged in full for the entire month in which you cancelled your service. Account cancellations for accounts with a negative balance will be passed on to collections, and all services rendered to the party with the negative balance will be terminated, including domain registrations. In the event you have elected to prepay subsequent, additional months' Service Fees, we retain the right to charge you an administrative fee of 50% and deduct the administrative fee from the subsequent, future months' Service Fees before refunding them to you. There is a \$50 administrative fee for any illegitimate chargebacks placed against us. Any illegitimate chargebacks or threatened illegitimate chargebacks are grounds for immediate account cancellation.

30 Day Guarantee

The 30 day guarantee covers cancellation of an account during the first 30 days of service, due to our inability to deliver satisfactory service. The customer will be refunded all hosting charges made to their credit card less any setup fees which are non-refundable. Refunds will not be given for any reason in the case of account non-use, misuse, or abuse. Refunds will not be given on domain registration fees. All inquiries regarding this guarantee should be directed to support@datakl.com

Affiliate Program

Affiliate payout is 10% of price package signup by your customer, will be paid out through <http://support.datakl.com>. You may not refer yourself through this affiliate program. You may refer your customers, but the name account name with us must be different than the affiliates name or the referral will be marked ineligible.

Agreement

DataKL Solutions Sdn Bhd, . MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. You assume all risk and liability resulting from the use or functionality of the service, whether used solely or in combination with other goods and/or services. DataKL Solutions Sdn Bhd, neither assumes nor authorizes any person to assume any other liability in connection with the sale or use of the service. DataKL Solutions Sdn Bhd, will not be held liable in any capacity for any service failures including any acts or omissions related to data. In the event of data loss or a service interruption, DataKL Solutions Sdn Bhd, will not be held responsible and will have no liability. The entire agreement shall be governed by the laws of the state of New York and shall remain in full-force until service termination in writing as

outlined. If any part of this agreement is found to be unenforceable or invalid in your area, you agree that the arbitrator shall enforce the provisions of this agreement by replacing them with an effective similar, legal provision with the effect intended with the original provision. DataKL Solutions Sdn Bhd, may update this agreement at any time without notice. Binding Arbitration - You agree that any and all disputes or claims against DataKL Solutions Sdn Bhd, or the DataKL Solutions Sdn Bhd, service will be handled by an arbitrator or our hiring and decisions rendered by such arbitrator will be final and binding. In the arbitrator rules in our favour, you will be responsible for any and all costs related to or associated with such arbitration.

DataKL Solutions Sdn Bhd reserves the right to modify this agreement at any time.