

FREE UpTime

Powerful, flexible ...
QUALITY SERVERS

New Zealand hosting at a great price

FreeUpTime is committed to the privacy of our clients. We have developed this policy to disclose the information gathering and dissemination practices for this site. We collect certain information from clients for billing and administrative functions. None of the information collected for these functions is provided to any outside party for any reason. From time to time we receive inquiries for examples of sites hosted by our service. If you would like to have your site available for such use, please contact us. No information other than your site name will be provided to the individual making the inquiry. Personal information that may be displayed on the client's site is the responsibility of the client. Security measures are in place to protect against loss, alteration, or misuse of data collected. Clients are responsible for ensuring that only they or their authorized designees utilize their accounts. Suspected incidents of unauthorized use of a client account should be reported immediately to our Abuse Investigations department. All complaints of abuse, violation and misuse of the Services, whether described in this section or otherwise, shall be investigated promptly. If you are not sure if your actions will be an abuse, violation or misuse, then please contact us. You are responsible for all use of your website, with or without your knowledge or consent. You agree to use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to: Drug dealing; Attempting without authorization to access a computer system; Pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); Gambling; Schemes to defraud; Trafficking in obscene material; Sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; Threatening bodily harm or damage to individuals or groups; Violating export restrictions; stalking; or violating other state or federal law? When FreeUpTime becomes aware of possible violations of this Agreement, FreeUpTime may initiate an investigation that may include gathering information from you and the complaining party, if any, and examination of material on FreeUpTime's servers. FreeUpTime, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement could subject you to criminal or civil liability. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO WAIVE AND HOLD FreeUpTime HARMLESS FROM ANY CLAIMS RELATING TO ANY ACTION TAKEN BY FreeUpTime AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES WHATSOEVER FROM FreeUpTime AS A RESULT OF FreeUpTime's DECISION TO: REMOVE MATERIAL FROM ITS SERVERS, WARN YOU, SUSPEND OR TERMINATE YOUR ACCOUNT, OR TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF FreeUpTime CONCLUSION THAT A VIOLATION HAS OCCURRED. THIS WAIVER APPLIES TO ALL VIOLATIONS DESCRIBED IN THIS AGREEMENT.

Use and Misuse of Materials Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using the Services. You may also re-distribute materials in the public domain. You assume all risks regarding the determination of whether the material is in the public domain. You are prohibited from storing, distributing or transmitting any unlawful material through the Services. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. Pornography and sex-related merchandising, or links to such material, even if legal, are not acceptable uses of FreeUpTime's servers. You may not post, upload or otherwise distribute copyrighted material on FreeUpTime's servers without the consent of the copyright holder. Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: Server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; Attempts to circumvent any user authentication or security of host, network, or account; Accessing data not intended for user; probing the security of any network; Spawning dozens of processes; Port scans, ping floods, packet spoofing, and forging router information; Denial of service attacks, sniffers, flooding, spoofing, ping bombing, smurfs, winnuke, land and teardrop; Promulgation of viruses; and IRC bots, such as eggdrop or BitchX. FreeUpTime supports free speech on the Internet and will not suspend or cancel your account simply because it disagrees with your views expressed at your website. However, examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a deleterious effect on third-party computers. Where there are allegations that your on-line activity has violated the legal rights of a third party, FreeUpTime will not substitute itself for a court of law in deciding tort claims raised by the third party. Email Use Unacceptable affronts to netiquette and unacceptable activities include, but are not limited to, the following: Spamming (sending unsolicited advertising to those with which you have no existing business relationship and posting off-topic advertising in newsgroups); Spoofing (using a return email address that is not the valid reply address of the sender or sending an email message that does not contain enough information to enable the recipient to identify you); Passive spamming (promoting a website hosted by FreeUpTime by spamming from some other source); trolling (posting controversial messages in newsgroups to generate responses); Mailbombing (inundating a user with email without any serious intent to correspond or sending large or multiple files to a user); Generating a higher volume of outgoing mail than a normal user (over 10% of available system resources); Propagating chain letters; and subscribing someone else to an electronic mailing list without that person's permission. A message is considered unsolicited if it is posted in violation of a newsgroup charter or sent to a recipient who has not requested the message. Making an email address available to the public does not constitute a request to receive messages. Distribution of mass emailing programs is also prohibited. All recipients on a mailing list must have personally subscribed. Mailing lists may not be used to distribute unsolicited email. If you are repeatedly mailbombed or attract such behavior, the Services will be terminated.

You should not send email to any user who does not wish to receive it, either at FreeUpTime or elsewhere. FreeUpTime recognizes that email is an informal medium; however, you must refrain from sending further email to a user after receiving a request to stop. You may not alter the headers of email messages to disguise their identity or to prevent users from responding to the messages. FreeUpTime may disclose the usernames of accounts responsible for forged email messages to system administrators or users requesting the information. Violations of the FreeUpTime policies outlined herein can sometimes result in massive numbers of email responses. If you receive so much email that FreeUpTime resources are affected, FreeUpTime's staff may shut down your mailbox. The script called Matt's Formmail is banned on our servers due to spammer abuse. If this script is found on your website, it WILL be removed immediately. We provide an alternative, more secure script on our website for your use.

System Security You are prohibited from utilizing the Services to compromise the security of system resources or accounts on servers at FreeUpTime or at any other site. Use or distribution of tools designed for compromising security or containing viruses or trojans is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools. If you are involved in violations of system security, FreeUpTime reserves the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. FreeUpTime will also fully co-operate with law enforcement authorities in investigating suspected lawbreakers.

System Resources System abuse includes any use of FreeUpTime's resources that disrupts the normal use of its servers or services for others. Examples of system abuse include running excessive numbers of processes or consuming excessive amounts of CPU time, memory or disk space. Any usage of 10% or more of FreeUpTime's system resources is an undue burden on FreeUpTime's system and is unacceptable. If your usage ever exceeds 10% of system resources, your account may be terminated immediately without prior notice and without providing evidence. Further, running programs in the background on a FreeUpTime's server without FreeUpTime's prior written authorization, or running chat rooms, Internet Relay Chat, IRC bots, mailing lists that send more than 1,000 emails within a 12 hour period and the like are not acceptable uses of FreeUpTime's servers. Any domain name provided free with any hosting plan remains the property of FreeUpTime but may be purchased outright by the customer for an additional fifty dollars. All nz.mu sub domains are provided free with a hosting account. Should the hosting account be cancelled the sub domain will remain the property of FreeUpTime and can not be transfer to another service provider without paying the standard hosting fee for the hosting plan chosen.