

Fair usage policy

INTRODUCTION

Hostventura has created this Fair Usage Policy (FUP) to protect our resources, our Clients' resources, and to ensure that Host Ventura Group complies with all relevant laws. This policy allows us to maintain the quality of our services and give all Hostventura customers a fair opportunity to enjoy our products. This FUP must be read in conjunction with our Terms and Conditions. It is the responsibility of our customers to ensure that they comply with the latest edition of our FUP at any given time. This FUP may be revised, without notice, at any time, at the sole discretion of Host Ventura Group. Purchase of our services is deemed to be an agreement to our Terms and Conditions and FUP. In the event of a Client breaching the terms of this FUP or our Terms and Conditions, Host Ventura Group reserves the right to terminate all or part of any service with immediate effect, without recompense, and delete any files held on our servers. If you have any questions about either our FUP or Terms and Conditions, please don't hesitate to contact us.

Our Fair Use Policy is aligned with the global industry practice of major virtualization services providers throughout the world and is subject to change without prior notice. Our Fair Use Policy applies to all consumer virtual desktop, cloud hosting and desktop management services provided by Hostventura. We want to give all Host Ventura Group customers a fair opportunity to enjoy our network.

Those who are most likely to be affected by the Fair Use Policy are those who use peer-to-peer applications to download large files or use their mobile phone as a personal hotspot on a daily basis. These activities use up a huge portion of network bandwidth, affecting customers like you. We assure you that your connection will not be cut when a subscriber is affected by the Fair Use Policy. If a customer reaches their threshold, the service speed connection will just slow down to make sure that others can also enjoy our shared resource.

BANDWIDTH USAGE

High Bandwidth usage: Host Ventura Group offers an unlimited usage policy by maintaining very large ratios of Bandwidth per Client. In rare cases, Host Ventura Group may find a Client to be using server resources to such an extent that he or she may jeopardize server performance and resources for other Clients. In such instances, Host Ventura Group reserves the right to impose the High Resource User Policy for the consideration of all Clients.

HIGH RESOURCE USER POLICY

Resources are defined as Bandwidth, processor utilisation or disk space. Host Ventura Group may implement the following policy to its sole discretion: when the Client is found to be monopolising the resources available, Host Ventura Group reserves the right to suspend the Clients account immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Clients may be offered an option whereby Host Ventura Group continues the suspended services for an additional fee.

USE OF WEBSITE INFORMATION

You may use this site solely to assist with your evaluation, use and maintenance of Host Ventura Group products and services purchased by you in connection with your delivery or maintenance of, or recommending to others the use of Host Ventura Group products and services. You may download, view, copy and print documents and graphics incorporated in these documents from this website subject to the following: (a) the documents may be used solely for personal, informational, non-commercial purposes; and (b) the Documents may not be modified or altered in any way. Except where your use constitutes "fair use" under copyright law, you may not otherwise use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any information from this Web site in whole or in part without the express authorisation of Host Ventura Group. It is a violation of Host Ventura Group's copyrights to use, reproduce or otherwise make available information from this site for competitive purposes.

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PASSWORDS AND SECURITY

You are responsible for maintaining the confidentiality of any password(s) you are given to access Host Ventura Group site, and are fully responsible for all activities that occur under your password(s). You agree to notify Host Ventura Group immediately of any unauthorised use of your password(s). Host Ventura Group is concerned about the security of personal information we have collected from you and has taken reasonable steps to prevent unauthorised access to that information.

THIRD PARTY WEBSITES, CONTENT, PRODUCTS AND SERVICES

www.hostventura.com provides links to Web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors of www.hostventura.com. You agree that Host Ventura Group is not responsible for the availability of, and content provided on, third party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. You agree that Host Ventura Group is not responsible for third party content accessible through Host Ventura Group site and understand that you bear all risks associated with the use of such content. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that Host Ventura Group is not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that Host Ventura Group is not responsible for any loss or damage of any sort you may incur from dealing with any third party.

DISCLAIMER

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INTERNET ABUSE, VULNERABILITY TESTING, EXPORT CONTROL

It is an offence under local and national law to transmit, receive or store certain types of files. Clients may not use our services to engage in activities, or store, transfer or receive material of an indecent, offensive or otherwise illegal nature. Any such activities may result in prosecution by local and/or national authorities under the relevant Criminal Acts. Clients are not permitted to knowingly infringe intellectual property rights, such as copyright, patents and registered trademarks. Clients are therefore not permitted to use their Host Ventura Group services in such a way as to violate intellectual property rights. Host Ventura Group shall aid any rights holders in the enforcement of the holder's rights where necessary and shall terminate services if needed to enforce those rights. Clients may not attempt to probe, scan, penetrate or test the vulnerability of Host Ventura Group's systems and networks or to breach our security or authentication measures, whether by passive or intrusive means without our prior written consent.

LIMITATION OF LIABILITY

In no event shall Host Ventura Group be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you or any third party, arising from your access to, or use of, Host Ventura Group site. Some jurisdictions do not allow the limitation or exclusion of liability. Accordingly, some of the above limitations may not apply to you.

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APPLICABLE LAW AND LEGAL COMPLIANCE

All matters relating to this Fair Usage Policy shall be provided and received by Hostventura on a non-confidential basis. All matters related to your access and use of Host Ventura Group services shall be governed By EU laws and regulations. Host Ventura Group has no obligation, and by this FUP is not deemed to undertake duty to monitor, regulate and police clients' conduct and may not be held responsible for any misuse of the network by the clients.

TERMINATION OF USE

You agree that Host Ventura Group may, in its sole discretion, at any time terminate your access to www.hostventura.com site and services and any account(s) you may have in connection with Host Ventura Group's site, portal or platforms. Access to them may be monitored by Host Ventura Group.

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