

PRIVACY POLICY

This Privacy Policy governs the manner in which SMIHOST uses, maintains and discloses information collected from its customers and users of its websites.

Information We Collect

SMIHOST may request or collect personal information from online users in a variety of ways, including through online forms for ordering products and services, and other instances where users are invited to volunteer such information.

The data we collect is information that identifies you personally, such as: name, e-mail address, mailing address, telephone numbers, website URLs, credit card information and other billing information. This information is used for billing and service purposes for the products or services you engage with us. With this information, you can expect to receive billing notices, renewal reminders and important service related correspondence.

SMIHOST may also collect information about how users access the website using a tracking ID unique to each user through the use of cookies. This information is for internal use only and does not personally identify you in any way.

Cookies may also be used by third party affiliate sites to verify any purchase you might make so that they make rightfully earn their duly earned commissions. The affiliate tracking cookies only tag your purchase from their referral site to ours and do not personally identify you in any way to the third party. At no point in time will any third party obtain any personally identifiable information.

There are no third-party advertisements or services on our sites. Information collected on our site is only collected by us and no one else.

What are Cookies?

A cookie is a piece of data stored on the user's computer tied to information about the user. We may use both session ID cookies and persistent cookies. For session ID cookies, once you close your browser or log out, the cookie terminates and is erased. A persistent cookie is a small text file stored on your computer's hard drive for an extended period of time. Your browser's help file contains information and instructions for removing persistent cookies. Session ID cookies may be used by SMIHOST to track user preferences while the user is visiting the website. They also help to minimize load times and save on server processing. Persistent cookies may be used by SMIHOST to store whether, for example, you want your password remembered or not, and other information. We **DO NOT LINK** the information we store in cookies to any personally identifiable information you submit while on our site.

Log Files

Like most standard websites, we use log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks to analyze trends, administer the site, track user's movement in the aggregate, and gather broad demographic information for aggregate use. None of the information stored in the log files is linked to personally identifiable information.

How We Use This Information

SMIHOST may use the personally identifiable information collected to contact customers regarding products and services offered by SMIHOST and, to the extent the user has agreed to it, by its trusted affiliates, independent contractors and business partners. We may also use this information for research purposes regarding the effectiveness of our website services, marketing, advertising and sales efforts. SMIHOST will not in any way

share this information with a third party either for free or by selling it, unless you specifically authorize such disclosures.

You will be notified when your personal information is collected by any third party that is not our agent/service provider, so you can make an informed choice as to whether or not to share your information with that party. No information will be collected or provided to third parties without your prior knowledge and approval.

Disclosure of Information

SMIHOST may also disclose aggregate, anonymous data based on information collected from users to investors and potential partners. In such cases, only statistical information will be disclosed and personally identifiable data will be kept strictly confidential. In case SMIHOST is sold, the information collected from users may be transferred to the new owners.

SMIHOST may from time to time engage third parties, including its own subsidiaries and affiliated companies, to preserve, analyze or otherwise store or manipulate data received by SMIHOST from its customers. In all such cases, third party service providers will be required to treat all such data with the same degree of care as Ecommerce and they will be prohibited from disclosing such data to any other person or party, except as otherwise provided for in this Privacy Policy.

We use various credit card processing companies to bill you for our services. These companies do not retain, share, store or use personally identifiable information for any other purposes. No other third party services are used to provide the services you purchase from us, thusly no personally identifiable information is provided beyond our service.

Legal Disclaimer

Though we make every effort to preserve your privacy, we may need to disclose personal information when required by law, if we have a good-faith belief that such action is necessary and required to comply with a current judicial proceeding, a court order, subpoena or other legal process served on SMIHOST.

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Web site.

Our website contains links to other sites. Please be aware that SMIHOST is not responsible for the privacy practices of such other sites. We encourage you to read the privacy statements of each and every website that collects personally identifiable information. The SMIHOST Privacy Policy as described herein applies solely to information collected by SMIHOST website (www.smihost.com)

Access to Personally Identifiable Information

If your personally identifiable information changes, or if you no longer desire our service, you may [correct, update, delete or deactivate it] by making the changes within your user control panel. Alternatively, you may inform us of any changes by emailing us at sales@smihost.com . We require an official written email to carry out such changes.

Your Responsibility

You are responsible for the security of your Customer ID and passwords. Make sure you keep them in a safe place and do not share them with others. Always remember to log out after your session ends to ensure that others cannot access your private personal information. You should take this precaution even if you are not using a public computer, such as at a library or internet café, but even when using your private computer in your home.

Change To This Policy

If we decide to change our privacy policy, we will post those changes to this privacy statement, the home page, your user control panel and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page or within your user control panel.

TERMS OF SERVICE

The following agreement is by and between **Global Smihost (SMIHOST)** and you (the client).

All Users of services provided by SMIHOST, by use of such services, accept the terms of service set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

NOTE: Pornography and sex-related merchandising are PROHIBITED on any SMIHOST server. This includes, and is not limited to, direct links to such webpages or websites.

NOTE: Spamming, or the sending of unsolicited email, from a SMIHOST server or using an email address that is maintained on a SMIHOST machine is STRICTLY PROHIBITED.

This Agreement is made between SMIHOST ("we" and also "SMIHOST") and the user ("you").

The following constitute the terms and conditions under which SMIHOST trades and supplies its services and related products. These conditions, in conjunction with the details as shown on the SMIHOST online billing/invoicing system (where completed) represent the totality of the agreement and form the Contract between SMIHOST and the User.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. SMIHOST is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1. Definitions

In this Contract unless the context otherwise requires:

"Service" or "Services" means domain name registration, website hosting, bandwidth provision, email and any other web hosting related service or facility provided by us to you;

"Server" means the computer server equipment operated by us or provided by you in connection with the provision of the Services;

"Website" means the area on the Server allocated by us to you for use by you as a site on the Internet;

"SMIHOST" means Global Smihost;

"Contract" means the agreement between SMIHOST and the User incorporating these conditions, the SMIHOST Invoice (where completed) and SMIHOST's published charges for the provision of its services; References to "Agreement" shall, where the context admits, be read as referring to the Contract

"Charges" means the charges as agreed on the Invoice (where completed) and SMIHOST's latest published prices for products and services requested or incurred by you

"Bandwidth" means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

"Data transfer" means all traffic that passes through the Website including specifically but not exclusively web traffic, email, FTP transfers and any shell session data;

"Site" means the premises or location at which Service is or is to be provided under this Contract;

"Equipment" means equipment which is supplied by or on behalf of SMIHOST to the customer or placed at or on a Site for the purpose of providing Service;

"Internet" means the global data network comprising Internet connected networks using TCP/IP (Transmission Control Protocol/Internet Protocol) Internet Standards means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any future such protocols and standards as appropriate;

"User" means you, the Customer, or any person who makes use of the services though you or on your behalf;

"Initial Contract Term" means the initial period of service as specified in clause 6;

"Extension Term" means each successive period of twelve months unless stated otherwise to SMIHOST via telephone, electronic mail or fax after the Initial Contract Term.

2. Website Hosting and Email

2.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss of or damage to any data stored on the Server.

2.2. You shall effect and maintain adequate insurance cover in respect of any loss of or damage to data stored on the Server.

2.3 You represent, undertake and warrant to us that you will use the Website allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that.

2.3.1 You will not use the Website in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorise or permit any other person to do so.

2.3.2 You will not post, link to or transmit:

(a) any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable in any way; (b) any material containing a virus or other hostile computer program; (c) any material which constitutes, or encourages the commission of, a criminal offence or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

2.4 You shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorised use of your account or breach of security, including loss, theft or unauthorised disclosure of your password or other security information.

2.5 You shall observe the procedures which we may from time to time prescribe and shall make no use of the Website which is detrimental to our other customers.

2.6 You shall procure that all email is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

2.7 In the case of an individual User, you warrant that you are at least 18 years of age and if the User is a company, you warrant that the Services will not be used by anyone under the age of 18 years.

2.8 Any access to other networks connected to SMIHOST must comply with the rules appropriate for those other networks.

2.9 While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers or from corruption by virus and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email or damage to date or operations.

2.10 Customers are restricted to the data storage, number of domain names, and bandwidth quota according to your web hosting package. Web hosting package details can be sent to you upon request. Additional bandwidth usage will be charged at current published prices.

3. SMIHOST service

3.1 Connection to the SMIHOST Service is via a fixed telecommunications link or dial up connection. This Contract, unless specifically stated on the Invoice, does not include the provision of telecommunications services necessary for connection to the SMIHOST Service.

3.2 Requests relating to the provision of Service are, unless otherwise agreed to be made or confirmed in writing or by electronic mail.

3.3 SMIHOST will use all reasonable endeavours to adhere to any dates proposed by either SMIHOST or you for the provision of Service; however any such date is to be treated as an estimate only and SMIHOST accepts no liability for failure to meet such dates.

3.4 SMIHOST will use all reasonable endeavours to provide reliable Service; however, it is not practicable to provide Service free of faults and SMIHOST does not undertake to do so. In the event of a fault in Service, you must report the fault by telephone or electronic mail to SMIHOST's Technical Support at the appropriate numbers or addresses or other such numbers or addresses that SMIHOST may from time to time provide. Upon receipt of the fault report, SMIHOST will take all proper steps without undue delay to correct the fault. SMIHOST shall not, in any event, be liable for interruptions of Service or downtime of a Server.

3.5 SMIHOST may:

3.5.1 temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Service, without notice. SMIHOST undertakes to use reasonable endeavours to restore Service as soon as practicable after any such suspension.

3.5.2 Give or update instructions regarding the use of Service which in SMIHOST's reasonable opinion are necessary in the interests of safety, or to maintain or improve the quality of Service to SMIHOST's customers.

Any such instructions shall, whilst they are in force, be deemed to form part of this Contract,

3.5.3 Vary the technical specification of Service for operational reasons.

3.6 Service Level Agreement - At the Customer's request, SMIHOST will calculate the Customer's "Service Unavailability" in a calendar month. "Service Unavailability" consists of the number of minutes that the SMIHOST Website located at Telecity was not available to the Customer in excess of the 0.1% permitted unavailability, and includes unavailability associated with any maintenance at any SMIHOST node other than Scheduled Maintenance. Outages will be counted as Service Unavailability only if the Customer reports an outage to SMIHOST support email within five days of the outage. Service Unavailability will not include Scheduled Maintenance, unavailability of individual Services (such as email, webserver or other user-configurable application) or any unavailability resulting from (a) the Customer's applications, equipment, or facilities, (b) acts or omissions of the Customer, or any use or user of the Service authorized by the Customer or (c) reasons of Force Majeure or other circumstances beyond SMIHOST's reasonable control (as defined in clause 13 of these terms).

3.6.1 Scheduled Maintenance - "Scheduled Maintenance" shall mean any maintenance at any SMIHOST node of which the Customer is notified 48 hours in advance.

3.6.2 The Customer is solely responsible for providing SMIHOST with accurate and current contact information for the Customer's designated points of contact. SMIHOST will be relieved of its obligations in this agreement if SMIHOST's contact information for the Customer is out of date or inaccurate due to the Customer's action or omission or if SMIHOST's failure is due to reasons of Force Majeure or other circumstances beyond SMIHOST's reasonable control (as defined in clause 13 of these terms).

4. Commencement and Initial Period of Service

The Service shall be for an initial period as specified on the Invoice (where completed). The Service, unless otherwise agreed on the Invoice (where completed), shall be provided for an Initial Contract Term of twelve months. The Initial Contract Term shall commence upon connection. Connection shall be deemed to be effected when the link is first live to the your Site or other such point as requested by you, to the SMIHOST network.

5. Bandwidth Utilisation

If the bandwidth or speed of Service used by you exceeds agreed quotas in a one month minimum period an excess charge will be payable by you at current published prices.

Customer agrees that advertised bandwidth allowances represent the sum of the incoming and outgoing allowances. Customer agrees that the sum of incoming and outgoing bandwidth usage that exceeds the allowance shall be billed at MYR9 per GigaByte.

6. Content and Misue

6.1 You will use all reasonable endeavours to ensure that the SMIHOST Service is used or includes content that conforms to the laws of this country and will not knowingly permit any illegal use or such use that will bring SMIHOST into disrepute.

6.2 You must not, nor must any other person, use the Service: to send or receive any material which is offensive, abusive, indecent, obscene, pornographic or menacing, or in breach of confidence, copyright, privacy or any other rights, to cause annoyance, inconvenience or needless anxiety, or in breach of any provisions as contained within clauses 3 and 4 of this Contract, or other than in conformance with the acceptable use policies of any connected networks and the Internet standards.

7. Termination of Service

7.1 Service may be terminated by either party on giving at least 30 days notice to the other expiring on the last day of the Initial Contract Term or at any time thereafter. If SMIHOST gives notice you shall pay all charges up to the expiry of the notice. If you give notice, you shall pay all charges as provided in subclause

7.2 SMIHOST reserves the right during the Initial Contract Term and at any time thereafter to terminate this Contract by giving to you not less than 30 days prior written notice of termination.

7.3 After the expiry of the Initial Contract Term you may terminate the Service by giving not less than 30 days prior written notice of termination, but subject to subclause 11.4.

7.4. Your notice does not avoid any other liability for Service already provided.

7.5 The Contract is a yearly contract unless stated otherwise in the Invoice (where completed) and if you continue Service beyond your Initial Contract Term you will be liable to pay for the remainder of the then current Extension Term even though Service ends before the end of the Extension Term.

8. Matters beyond SMIHOST's reasonable control

SMIHOST is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure, war, civil disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, and failure by other service providers.

9. Liability

9.1 You acknowledge that SMIHOST has no control over the information transmitted via the Service and that SMIHOST does not examine the use to which you put the Service or the nature of the information you are sending or receiving. SMIHOST hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.

9.2 SMIHOST undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus.

9.3 SMIHOST is not in any way liable in contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

9.4 SMIHOST makes no warranty as regards to its Services or equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non deliveries and Service interruptions.

9.5 All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, subject always to subclause 14.6.

9.6 Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

9.7 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim.

9.8 In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

10. Abuse

10.1 In case of abuse, SMIHOST reserves the right to suspend refuse or terminate any service provided at our sole discretion, without notice or refund. SMIHOST will not under any circumstances be responsible for consequential damages.

Abuses include but are not limited to:

- sending spam e-mails - unsolicited advertising to those with which the customer has no existing business relationship, posting off-topic advertising in newsgroups
- spoofing - using a return e-mail address which is not the valid reply address of the sender or sending an e-mail message which does not contain enough information to enable the recipient to identify the party who is really sending the message
- passive spamming - promoting a web site hosted by SMIHOST by spamming from some other source
- trolling - posting controversial messages in newsgroups to generate responses
- mail-bombing - inundating a user with e-mail without any serious intent to correspond
- generating a higher volume of outgoing mail than a normal user
- cross-posting messages
- posting obscene or inflammatory messages
- threatening other SMIHOST users
- mail bombing SMIHOST
- running packet sniffers or port scanners, or spamming. Spammers will be held responsible for the all cleanup fees.
- System abuses including but not limited to the excessive use CPU resources, disk space, and e-mail storage space. Hacking the systems, installing continuously running programs, such as IRC bots, and reselling CGI scripts are also considered abuses.
- proxy site
- HYIP (High Yield Investment Program) site
- online casino or gambling site
- adult site / pornography site / child pornography content
- promoting WAREZ content
- sucks site - Sites that are attacking in nature - specifically "sucks" types sites and sites that use others corporate names to promote them as sucking or use their corporate image / logo exactly or in slightly altered ways are expressly disallowed.

10.2 Any attempts to undermine, slander, libel, threaten, or cause harm to a SMIHOST's server, customer, employee, or the company directly is strictly prohibited and is grounds for immediate termination without refund. In addition, we will pursue all attempts to the fullest extent of the law.

11. Indemnity

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

12. Intellectual Property Rights

Material accessible to you through Services may be subject to protection under the Malaysia (or any other country) copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use the Service in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the SMIHOST Network. If you use a domain name in connection with the Service or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

13. Law

This Agreement shall be governed by and construed in accordance with Malaysia law and you hereby submit to the non-exclusive jurisdiction of the local courts hereinafter referring to the courts in Malaysia.