



Net Onboard Sdn Bhd (796213-D)
26-4 & 26-5, Prima Bizwalk Business Park,
Jalan Tasik Prima 6/2,
Taman Tasik Prima, 47150 Puchong,
Selangor Darul Ehsan, Malaysia.
☎ +603-8230 6688 🌐 www.netonboard.com
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Terms and Conditions

1. Definitions

- “Services” means domain name registration, web site hosting, email and any other service or facility provided by us to you.
- “Server” means the computer server equipment operated by us in connection with the provision of the Services.
- “Web Site” means the space on the Server allocated by us to you for use by you as a site on the Internet.

2. Domain Name Registration

2.1 We make no representation that the domain name you wish to register is capable of being registered by or for you or that it will be registered in your name. You should therefore not assume registration of your requested domain name(s) until you have been notified that it has or they have been registered. Any action taken by you before such notification is at your own risk.

2.2 The registration and use of your domain name is subject to the terms and conditions applied by the relevant naming authority; you shall ensure that you are aware of those terms and conditions and that you comply with them. You shall have no right to bring any claim against us in respect of refusal or failure to register a domain name. Any administration charge paid by you to us shall be non-refundable notwithstanding refusal by the naming authority to register your desired name.

2.3 Should you wish to have us help you register your domain name, you should be aware that we do not guarantee the successfulness of such registration. You might be entitled to change, modify or provide another name if your preferred domain name is taken. We would make confirmation with you once your registration is successful.

2.4 We shall have no liability in respect of the use by you of any domain name; any dispute between you and any other person must be resolved between the parties concerned in such dispute. If any of such dispute arises, we shall be entitled, at our discretion and without giving any reason, to withhold, suspend or cancel the domain name. We shall also be entitled to make representations to the relevant naming authority but will not be obliged to take part in any of such dispute.

2.5 We shall not release any domain to another provider unless full payment for that domain has been received by us.



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2.6 We reserve the right to reject any domain application, if the domain name looks sensitive, unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way, unless legal supporting documents are provided to prove the validity and integrity of the domain requested.

2.7 In the event where no payment made or proof of payment given by client, the domain will not be renewed and will be left to expire. Should you allow the domain to expire, you will be able to renew it for up to 30* days after the expire date. After which there will be an expensive restoration fee exclude domain renewal fee if you wish to restore the domain. An expired domain will be deleted by Domain Registrar and reopen for new registration only after 60-90days from expiry date.

** **Note:** Certain domain extension has shorter grace redemption period such as 10 days.*

3. Web Site Hosting and Email

3.1 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 or damage to any data stored on the Server.

3.2 You shall be responsible for making back-up files in connection with the use of the services by yourself. You may reinstate files which are automatically archived by us upon request for a minimal fee; however, we do not guarantee the existence, accuracy, or regularity of its backup services. The accuracy and quality of backup processes provided by 3rd party software, such as the individual 3rd party control panels, is not guaranteed by us.

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

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

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

3.4.2 You will not post, link to or transmit:

- a)** Any material which is unlawful, threatening, abusive, malicious, defamatory, obscene, 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



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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.

d) Pornographic material will not be allowed.

3.4.3 We reserve the right to reject any hosting application:

a) if the domain name looks sensitive, unlawful, threatening, abusive, malicious, defamatory, obscene, blasphemous, profane or otherwise objectionable in any way, unless legal supporting documents are provided to prove the validity and integrity of the services requested.

b) if the applicant detail looks ambiguous, untrue or incomplete, unless supporting documents are provided to prove the validity and integrity of the applicant.

3.4.4 A Virtual Server must be shared with other users and thus, we must limit how much of the CPU, memory, disk I/O, disk space and database use can be used by any one account on a shared server. We have a strict policy regarding use of system resources in our Shared Virtual Servers (including the Bulk Reseller servers) to ensure fairness:

Hosting Plans/Email Features	10GB Starter, 300GB	
	Advanced, Mini 100GB, Business 300GB	Business Cloud Hosting
Max incoming email size	10MB	20MB
Max outgoing email size	10MB	20MB
Max recipients per email (including CC and BCC)	20	50
Max email per hour per domain	100	100

3.4.5 One hosting plan is allowed to host one domain name only unless stated support for add on domain. You shall not use/share any part of your hosting space/service ie. sub domain/sub directory to another party. We shall have the right to suspend or terminate any or all the services provided to you at any time for any reason, generally without notice.

3.4.6 Any web application that has more than 45 concurrent MySQL access will be considered as heavy usage and is not allowed to host under our shared hosting. We shall have the right to suspend or terminate the site. You may go for Semi Dedicated hosting option.

3.4.7 You are not allowed to run Torrent/IRC/Chat application or any kind of programs or web sites that consume a lot of server resources under our shared hosting environment. You



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may go for Semi Dedicated hosting option.

3.4.8 Streaming media such as wmv, rm, mp3 or any similar media files are strictly not allowed to be hosted for the purpose of illegal redistribution, publishing, sharing or reselling. You are allowed to host the streaming media for commercial / product showcase provided the server performance will not be degraded due to the mentioned files under 300GB Advanced Plan.

Guideline:

- Concurrent Download of not more than 3 users simultaneously shall work well under 300GB Advanced Plan.
- If you have more than 3 Concurrent Download of Streaming media, you shall go for Virtual Dedicated Server or Server Co-Location with Dedicated Bandwidth.

3.5 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 unauthorized use of your account or breach of security, including loss, theft or unauthorized disclosure of your password or other security information.

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

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

3.8 Spamming / Mass mailing is strictly not allowed in our shared hosting environment. Sending huge volume of emails can impact the server performance. Therefore we limit the amount of e-mail allowed on our shared hosting servers (including the bulk reseller servers) to not more than 200 outgoing e-mails per hour per domain. Any account which is found to involve in spamming activity will be suspended immediately without prior notice.

3.9 You agree to use only properly licensed third party software in connection with the use of the services.

3.10 While we will use every reasonable endeavor to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorized users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email.

3.11 We shall not be held liable for the content put in your Web Site. Any information you provide to the visitors of your Web Site is at your own risk.



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3.12 Your Web Site would be hosted by us for one year, starting from the day your account is activated. Should you wish to continue with our service, confirmation with us should be made prior to the ending of the service.

3.13 Should you require the change of hosting platform or change of domain for existing hosting account from one to another, there shall be processing charges apply, exclude any domain registration fee/additional service charges that may incur; provided the change request is accepted and allowed by us.

3.14 The services are provided to you on an “AS IS” basis and without warranty of any kind. Shall there be any services upgrade/downgrade or pricing adjustment from time to time, existing customer will not be affected and shall follow the services/pricing mentioned at the time your account is activated within the one year subscription period. Upon renewal, the customers are bond to new services/allocations/rules introduced which applicable to the package subscribed.

3.15 In the event that you refuse to move to alternative hosting solution i.e. vps, dedicated hosting when advise, we reserve the right to suspend and terminate the services provided. No refund will be provided.

3.16 In the event where no payment or proof of payment has been made, the hosting account will be deleted from our server 15 days after the hosting expiry date.

3.17 The Services will be provided/reactivated to you after full payment is received. Hosting Refund request is accepted only if the request is made within the specified money back guarantee duration if there is any. Renewal fee or any payment made via Western Union is not refundable. The fund will be reserved for next item purchase.

4. Email / SMS Marketing Tool

Customer agrees and undertakes to:

4.1 Be Responsible not to use Email / SMS Marketing Tool:

4.1.1 To send unsolicited or unwelcome messages;

4.1.2 For any purpose which is against public interest, public order or national harmony;

4.1.3 To provide information that is offensive on moral, religious, communal or political grounds.

4.1.4 For spamming activity. “Spamming” shall mean (i) a situation where Email / SMS are



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sent to Recipients without their prior consent and/or (ii) any unlawful or fraudulent Email / SMS.

4.1.5 For scamming activity. “Scamming” shall mean (i) Providing misleading information in any manner which may infringe the copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of privacy.

5. Service Delivery and Availability

Customer agrees and undertakes to:

5.1 Upon payment received by Net Onboard along with proof of payment, we shall deliver the purchased service(s) within the same/next working day unless otherwise being specified upon the purchase. All login credentials will ONLY be emailed to the registered email account.

5.2 Sending of login credentials via email denote the delivery of our services to you. If you do not receive any email from us for more than (48) hours after payment is made, please contact our support to verify your subscription status.

5.3 For service(s) that required longer delivery time, progress status will be updated to stage to stage throughout entire delivery process via email along with expected delivery date and time.

5.4 We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.

5.5 We shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 30 days you will be notified of the reason.

5.6 The Services provided to you hereunder and your account with us cannot be transferred or used by anyone other than you. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; user programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this sub clause, we shall have the right to cancel the account and terminate the Services and/or this Agreement immediately.

6. 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



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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.

7. Defamation

You shall not defame in words or matter containing untrue imputation against our reputation. We shall have the right to suspend or terminate any or all the services provided to you at any time for any reason, generally without notice.

8. Change of Service Package Plan

8.1 The Customer is not allowed to downgrade the Service Package Plan during the subscription period. However, the customer can purchase a smaller package plan as to replace the current subscribed package plan at any time subject to Clause 8.2.

8.2 Current subscribed package plan has to be terminated before the activation of new package plan and the remainder of the Subscription Period will be forfeited.

8.3 Subject to Clause 8.4 and 8.5 hereinafter mentioned, the Customer may upgrade the Service Package Plan.

8.4 Any request by the Customer for upgrades of his Service Package Plan shall be subject to Net Onboard written approval which consent shall not be unreasonably withheld. For any allowable upgrades aforementioned, upgrade fees and any other applicable fees will be charged to the Customer at a rate specified by Net Onboard from time to time.

8.5 The Customer may request for upgrades of his Service Package Plan at any time during the Term of this Agreement subject to the upgrade rate as may be prescribed by Net Onboard which shall be payable upon application of upgrade.

9. Termination & Reinstatement

9.1 If you fail to pay any sums due to us as they fall due, we may suspend the Services and/or terminate this Agreement forthwith without notice to you.

9.2 If you break any of these terms and conditions and you fail to correct the breach within thirty (30) days following notice from us specifying the breach, we may terminate this Agreement.

9.3 On termination of this Agreement or suspension of the Services we shall be entitled



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immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit.

9.4 Upon Overdue of Payment, service(s) will be suspended automatically by the system and reinstatement fees is applicable for reactivation of service as below:

Total Invoice Amount (With Tax)	Reinstatement Fees
Below RM1,000.00	RM100.00 + Tax
Above RM1,000.00	RM200.00 + Tax

9.5 Request of Reactivation Service is Possible for following conditions:

Condition	Reinstatement Fees	Reactivation Condition
First Time	Applicable	* Upon Settlement of Reinstatement Fees / Full Payment with Reinstatement Fees.
Repetitive	Applicable	Upon Settlement of Full Payment with Reinstatement Fees.

**Customer will be provided a maximum of Five (5) Days as the grace period to perform settlement arrangement from the date where Net Onboard receive the Reinstatement Fees with condition where the service(s) has yet to be terminated and it is non 3rd party service(s).*

9.6 If your domain or virtual account has expired and suspended due to non payment, you will not be able to access to the account nor retrieval of content until the services are renewed.

9.7 Termination Process will take place in 10 Days after service expiry date. It is not possible to recover any data upon completion of the termination process. We shall not be liable for any loss of data due to non-payment service termination.

9.8 If Customer does not comply with the terms in this Agreement, Net Onboard reserves the right to suspend the provision of SMS Marketing Tool or any part thereof immediately without any liability or obligation to Net Onboard.

9.9 Each Telco has the right to demand Net Onboard to immediately disconnect any Content from access to SMS Marketing Tool without case or explanation. If Telco has made such demand, Net Onboard will inform Customer immediately related to such disconnection and Net Onboard will disconnection such content without any liability or obligation.



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10. Scripts

We may suspend the use of either CGI, Perl, PHP, MySQL, SSL or other scripts should your account be found to be using an unfair amount of system resources and we may re-instate them at our discretion.

11. Server Outages/Moves

If for any reason we have to move your account from one type of server from another we will make sure you have all of the features on the new server except we reserve the right to not provide the same scripting solutions or database solutions. We reserve the rights to perform the action without written notification in the case of emergency.

12. Limitation of Liability

IN NO EVENT SHALL NET ONBOARD BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF NET ONBOARD SITE OR ANY NET ONBOARD PRODUCTS OR SERVICES, OR FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER.