



DigitalResource Corporation

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WEB HOSTING ORDER FORM

ADMINISTRATIVE INFORMATION

1	First Name _____	M.I. _____	Business Name _____
	Last Name _____		Email * _____
	Address _____		Phone / Fax _____
	City/Town _____		Hand Phone _____
	Province _____		Pager _____

DOMAIN INFORMATION

2	<input type="checkbox"/> New Domain	Domain Name _____ . _____
	<input type="checkbox"/> Already Registered/ Transferring	Alternative 1 _____ . _____
		Alternative 2 _____ . _____

3 Does another provider currently host your site? No Yes Provider: _____

4 The following information is required for new domain name. Check if same as ADMINISTRATIVE INFORMATION.

4	First Name _____	M.I. _____	Business Name _____
	Last Name _____		Email * _____
	Address _____		Phone _____
	City/Town _____		Hand Phone _____
	Province _____		Pager _____
	Country _____	Zip _____	Fax _____

* Please use a valid Email from your domain or your ISP. Free or vanity emails are not allowed.

HOSTING INFORMATION

5 Please select a package. Local Startup 2 Promotion Package
Please refer to our **Hosting Prices** Startup 1 Storefront Description: _____

6 Do you use FrontPage? Yes No

7 Where did you hear about us? Internet Broadcast
 Referral Print
 Sales Representative Others _____

8 Primary Purpose of your website _____

9 Additional Options and Comments _____

PAYMENT INFORMATION

1 Please check your preferred form of payment.
0 Cash
 Check
 Bank deposit or Wire transfer (please call 433-5614 for bank details)

AGREEMENT

1 I confirm that the above information is true and correct. I agree to accept and be bound by the **Acceptable Usage Policy**
1 which accompanies my account.

Signature above printed name

Date

Please fax this form to 433-5619. We will process your account once payment has been received. To expedite your order, fax us your check or deposit slip and your account will be activated within 24 hours.

01-drc-hof-2k Sales Code _____

Account Number _____

Form No. _____

DigitalResource Corporation

ACCEPTABLE USAGE POLICY FOR WEB HOSTING

1. Digital Resource Corporation (DRC) undertakes to protect the interests of its clients and to provide them with the best services possible.
2. The undersigned subscriber or his/her representative agrees to observe the following policies so that DRC would be able to fulfill its obligations properly.
3. **LAWFUL PURPOSE.** All services provided may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any law, morals, good conduct, or public policy is strictly prohibited. Links to such materials are also prohibited.
4. These materials include but are not limited to those which are:
 - a. protected by local and international intellectual property laws;
 - b. reasonably determined by DRC to be obscene;
 - c. in violation of Philippine or international export restrictions;
 - d. intended to harass third parties and to intentionally inflict emotional distress; and
 - e. used to engage in fraud, drug dealing, and other illegal activities.
5. Pornography and other sex-related merchandising, as well as sites that imply sexual content or provide links to adult content located elsewhere on the Internet are absolutely forbidden on all DRC servers.
6. Other examples of unacceptable content or links are: hacker programs or archives, Warez, passwords or crack sites.
7. DRC reserves the right to report such illegal activities to any and all regulatory, administrative and/or governmental authorities for appropriate prosecution.
8. The subscriber agrees to indemnify and hold DRC harmless from any claims resulting from the use of the service, which damages the subscriber or any other party.
9. **PROHIBITED NET PRACTICES.** The following are not allowed:
 - a. Spamming-sending unsolicited advertisements to numerous email addresses or newsgroups and/or generating a significantly higher volume of outgoing email than a normal user;
 - b. Trolling-posting outrageous messages to generate numerous responses;
 - c. Mail-bombing-sending multiple messages without significant new content to the same user;
 - d. Subscribing a person to a mailing list without that person's permission;
 - e. Cross-posting articles to an excessive number of or to inappropriate newsgroups; and
 - f. Posting information about a person without his/her consent.
10. **COMMERCIAL ADVERTISING through EMAIL.** Spamming as defined in the previous paragraph from a DRC server or through an email address or domain that is maintained by DRC as reference is STRICTLY prohibited. Spamming by third parties to promote a web site hosted by DRC and/or using a non-existing email return address on a commercial solicitation is also forbidden.
11. In addition to automatic termination of service, DRC will charge One Hundred Pesos (PhP100) for each email recipient as a result of any such activity.
12. In all instances, DRC reserves the right to determine what are "Prohibited Net Practices."
13. **BACKGROUND RUNNING PROGRAMS:** DRC may allow programs to run continually in the background. These are considered on a case-to-case basis and an extra charge will be incurred based on system resources used and operational maintenance needed. Subscribers shall not in any way be allowed to use excessive amounts of CPU processing on any DRC server.
14. **IRC:** DRC does not allow IRC or IRC bots to be operated on its servers.
15. **SERVER ABUSE:** Any attempt to undermine or cause harm to any DRC server or subscriber is not allowed.
16. **PASSWORD.** The subscriber's password is secure and will be treated as private and confidential. DRC will not be held responsible in any way for any information lost or destroyed due to the fault of the subscriber or anyone to whom the subscriber gave his/her password, or due to the misuse of the virtual server. This includes unauthorized "hacking" as a result of use of poorly written cgi programs and scripts.
17. The following shall be considered **MISUSE OF SYSTEM RESOURCES:**
 - a. attempting without authorization to enter into a secured computer system; and
 - b. hacking or otherwise altering of a site owned and operated by another person.DRC reserves the right to report such illegal activities to any and all-regulatory, administrative and/or governmental authorities for appropriate prosecution.
18. **REFUSAL OF SERVICE:** The subscriber agrees not to use any of the above-mentioned prohibited materials on their virtual server. Use of any of those materials will be a ground for termination of the customer's account. Cancellation or suspension of service is at the sole discretion of DRC. Any subscriber whose account is terminated due to violation of any of the above shall not be entitled to any refund.
19. All Sub-Networks, distributive hosting sites and dedicated servers must adhere to the above policies. Failure to follow any term or condition will be considered ground for immediate account deactivation.
20. DRC reserves the right to modify or otherwise amend these policies without prior notice or warning.
21. DRC shall be the sole arbiter in determining violations of any of these provisions.
22. **GOVERNING LAW:** These policies shall be governed and interpreted in accordance with the laws of the Philippines.
23. **Interpretation:** The words and phrases used herein shall have the meaning generally understood in the telecommunications and computer industries. They shall be construed in accordance with their fair meaning and not for or against either party on account of which party drafted these policies.
24. **COMPLAINTS:** All complaints about alleged violations of these policies should be forwarded to admin@digitalres.com. These complaints shall be thoroughly investigated by the DRC staff.

I have read the foregoing Acceptable Usage Policies and agree to be bound thereby.

PRINTED NAME AND SIGNATURE

POSITION

COMPANY

DATE