Terrifc.com.au Pty Ltd

Services Agreement

1. About Terrific

Terrifc.com.au Pty Ltd ACN 161 321 704 (**Terrific**, **we**, **us** or **our**) provides a domain name registrar services (**Services**). The Services include:

(a) domain name registration services for a number of gTLD and ccTLD; and (b)

any other associated services we may choose to provide from time to time.

2. About this document

2.1 This document sets out the terms and conditions (**Terms**) that apply to our clients who seek to use our Services. By requesting or using our Services, you agree to be bound by these terms.

2.2 Your Agreement with us is made up of:

(a) these Terms (including annexures);

(b) our Policies (including our AUP);

(c) our Product Terms;

(d) your application for Services which we accept;

2.3 Your Agreement governs all Services we provide to you, and to all domain names for which we are the Registrar on record.

3. Our relationship with you

3.1 We are an independent contractor. You are not our employee or agent and have no authority to act on our behalf or to bind us. You must not allow any person to believe otherwise.

4. Application for Services

4.1 Where you seek to use our Services, you must complete our online application form and pay our fees.

4.2 The completion of our application form and or payment of fees is not an acceptance that a domain name may be registered.

4.3 Domain names are registered on a first come first served basis.

5. Policies

5.1 We have a number of policies which we have in place, and which we introduce from time to time, such as our anti-spam policy and copyright policy.

5.2 In addition to our policies, there are regulatory policies, such as auDA and ICANN Policies.

5.3 It is a term of your Agreement with us that you must comply with both our policies and regulator policies including ICANN Policies.

5.4 Our policies can be found on our website.
6. Services

6.1 Our Services commence from the time we are ready to provide them to you – in the case of a fixed term Agreement it commences from this date.

6.2 Your licence rights to a domain name commences from the time we confirm registration of it and notify you that it is available for use.

7. Acknowledgements

7.1 You acknowledge that:

(a) once an order to (i) register a domain name is placed, or (ii) renew a domain name is placed; there will usually be a short delay, while the requests are made of the respective Registry;

(b) we cannot control delays that are caused by a Registry;

(c) you do not own a domain name, once registered you hold a licence to that domain name for a limited period of time (copies of the relevant licenses are available from the Regulator responsible for the TLD, gTLD or ccTLD).

(d) where you fail to renew a domain name before its expiry date, it will expire and may be released for other people to register;

(e) you should always diarize domain name expiry dates to avoid domain names inadvertently expiring;

7.2 You agree that the matters you acknowledge in clause 7.1 are not a defect in service, and you accept our services subject to these matters.

8. Our charges

8.1 You must pay for a domain name before it is registered.

8.2 Payment must be made by credit card or any other payment method we approve, unless we have first approved and provided you with a credit account.

8.3 Our prices are expressed in $AUD unless we state otherwise.

8.4 If you are an Australian resident for taxation purposes, then in addition to the fees referred to in this clause 8, we are entitled to charge and collect from you an amount equal to 10% of those fees on account of the Goods and Services Tax ('GST') payable by us under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

8.5 We may charge interest on unpaid money under an Agreement, at a rate which is equal to the ANZ Bank unsecured overdraft rate from time to time.

9. Domain Renewals

9.1 If you agree to have a domain name automatically renewed, then you must select that option from within your Control Panel.

9.2 Where you select the automatic domain renewal option in your Control Panel:

(a) we will renew the domain name for the minimum period (in the case of .au domains 2 years, in every other case 1 year) provided you:

(i) have complied with these Terms;

(ii) first make payment for the renewal from an approved payment source such as credit card;

(b) You must verify that your renewal has been processed, and notify us if it hasn't.

9.3 It is your responsibility to ensure that your domain name is renewed prior its expiry date.

9.4 You acknowledge that:

(a) you should diarise domain name expiry dates;

(b) enable automatic domain name renewal in the Control Panel;

(c) verify that renewal requests are processed;

(d) following expiry and at the expiration of the grace period the domain name will be removed from the root zone file – which may interrupt the operation of the domain name including email and web;

(e) in the case of GTLDs, if you seek to renew a domain name after the expiration of the grace period, then in additional to the renewal fee you will be liable for our then current extension fee and or redemption fee;

(f) once a domain name enters pending delete status it cannot be renewed and will become available to be registered by the public.

10. Name Servers

10.1 When you register or transfer a domain name to us as the Registrar on record, it must be delegated to valid DNS.

10.2 If your domain name is not delegated to valid DNS, then we may delegate or replace existing DNS to our Default DNS.

10.3 Our Default DNS may resolve to a revenue generating parking page from which we may earn parking revenue. We are solely entitled to any revenue generated from the domain name unless you have parked it on our platform through the Control Panel.

11. Domain Name Disputes

11.1 Where we are served with a Dispute Process, we may:

(a) transfer lock a domain name pending determination of a dispute;

(b) transfer a domain name where we are ordered to do so under a Dispute Process; and

(c) do anything else we are required to do as required under a Dispute Process, or Regulator Policy.

11.2 We are not obliged to transfer lock a domain name, unless we are required to do so under a Regulator Policy or Dispute Process, our respective Accreditation Agreement, these Terms or by an Order of a Court of competent jurisdiction.

11.3 You indemnify us against any loss or damage arising from our actions under this clause 11.

12. Change of Registrar

12.1 You may change registrars for an existing domain name, but only in accordance with Regulator Policy.

12.2 Even after you change registrars for an existing domain name, the transfer of the domain name to another Registrar does not affect any accrued rights or remedies of either party existing as at the date of the transfer.

13. Use of Domain Names

13.1 You must not use a Service, register or use a domain name: (a)

in contravention of Our Policies including our AUP;

(b) in a manner which is unlawful;

(c) in a manner which contravenes Regulator Policy, the domain name licence or your Agreement with us.

13.2 Where you contravene clause 13.1, we may:

(a) suspend or terminate your service or domain names;

(b) report your conduct, and identify you to law enforcement.

14. Intellectual Property

14.1 All intellectual property rights in our website and our services are owned by us, or where relevant our licensors. You must not:

(a) do anything which may infringe, jeopardise or challenge such rights,

(b) commercialise or attempt to commercialise such rights; or

(c) in the case of trade marks, register marks which are deceptively similar or substantially identical, whether as a trade mark, domain name or business name.

15. Trade marks

15.1 Terrific.com.au, and the Terrifc.com.au logo are trademarks of Terrifc.com.au Pty Ltd or its related entities. Other trademarks that may appear on our website are the property either of third parties or of our respective licensors.

15.2 You must not use any trademark without the prior written consent of the relevant owner.

16. Third Parties

16.1 If the Services are used or accessed by your agent or licensee, you are responsible for the actions of your agent or licensee, and a breach of your Agreement by your agent or licensee is a breach by you.

17. Warranties

17.1 You must at all times comply with:

(a) Regulator Policy;

(b) All ICANN and auDA standards, procedures and practices: and

(c) operational standards, policies, procedures and practices adopted for each Registry.

17.2 You must provide us with accurate and reliable contact details and promptly correct and update them during the term of registration of a domain name, including:

(a) (your full name, postal address, e-mail address, telephone number, and fax number (if available); the name of the authorized person for contact purposes if you are an organization, association, or corporation;

(b) the names of the primary name server and secondary nameserver(s) for the domain name;

(c) the name, postal address, e-mail address, telephone number, and (where available) fax number of the technical contact for the domain name; and

(d) the name, postal address, e-mail address, telephone number, and (where available) fax number of the administrative contact for the domain name.

17.3 It is a material breach of your agreement with us, if you deliberately provide us with false information, or fail to respond to requests to verify registrant details or other customer information.

17.4 If you license the use of a domain name to a third party ('Licensee'):

(a) you remain the holder of the domain name and are responsible for providing your own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate the timely resolution of any problems that arise in connection with the domain name; and

(b) you accept liability for harm caused by the wrongful use of the domain name unless you promptly disclose the current contact information provided by the Licensee of the domain name and the identity of the Licensee to a party providing you reasonable evidence of actionable harm.

17.5 You warrant that the registration or renewal of the domain name is made in good faith and that, to the best of your knowledge and belief, neither the registration or renewal of the domain name nor the manner in which it is or shall be used, either directly or indirectly, infringes the intellectual property rights or other legal rights of any third party.

18. Indemnity

18.1 You must indemnify us, our directors, officers, employees, agents and contractors against all Claims, loss, damage, harm, injury, costs, expenses, claims and liabilities directly, indirectly or consequentially incurred by us arising from or in connection with:

(a) your breach of these Terms or your Agreement with us;

(b) your application to register or renew a particular domain name, or a failure

to register or renew that domain name;

(c) any act or omission of yours;

(d) any Dispute Process, other administrative proceeding or court proceeding with respect to a domain name, whether initiated by you or by a third party.

19. Liability

19.1 The Australian Consumer Law sets out certain consumer rights and remedies that cannot be excluded, restricted or modified. These Terms are subject to the ACL and do not exclude, restrict or modify them where it would be unlawful to do so.

19.2 Subject to clause 19.1 and to the fullest extent permitted by law:

(a) the Service is provided on an 'as is' basis and we exclude all implied conditions, warranties, warranties and representations of any kind;

(b) where any law implies a condition, warranty or guarantee into these Terms which cannot be excluded, our liability for breach of such a condition, warranty or guarantee will be limited to:

(i) the resupply of the Service; or

(ii) the payment of the cost of resupply of the Service; and

(c) we exclude and you release us from all liability to you for loss or damage of any kind (however caused or arising, including by negligence) arising from or in any way connected with our website, its contents, the Service or your use of them.

20. Exclusion of implied terms and limitation of liability

Important consumer information: Nothing in this clause 20 limits the consumer rights and remedies referred to in clause 19.

20.1 Subject to clause 19:

(a) Any representation, warranty, condition or undertaking that would be implied in your Contract by legislation, common law, equity, trade, custom or usage or otherwise is excluded from your Contract to the fullest extent permitted by law.

(b) We are never liable to you for, and you release us from any Claim for, any Contract Loss.

21. Mandatory Terms

21.1 From time to time ICANN, auDA or other ccTLD regulators may require us to pass through mandatory terms, these terms form part of your Agreement with us.

21.2 We may change these Regulator Terms without notice where we are required to do so by ICANN, or any Regulator Policy from time to time.

21.3 Where there is an inconsistency between the Regulator Terms and the remainder of our Terms, the Regulator Terms prevail to the extent of the inconsistency.

21.4 The Regulator Terms are contained in **Annexure A** and form part of these Terms.

22. Product Terms

22.1 In addition to Regulator Terms we maintain and may introduce specific terms that apply to specific services we offer or which relate to a specific ccTLD – these are called Product Terms.

22.2 These product specific terms are contained in **Annexure B** to this document and form part of these Terms and your Agreement with us.

23. Privacy

23.1 You consent to and authorise for your Personal Information:

(a) being transmitted to, and used, copied, distributed, published, modified and otherwise processed by, the Registry or its designees and agents, including in relation to the relevant central domain name registry database; and

(b) being used by us for inclusion in registers and databases maintained by us, our contractors, or Related Entities, including the WHOIS database.

24. Rights of the Registry

24.1 The relevant Registry (and Regulator) has the right to deny, cancel or transfer any registration or transaction, or place any domain name on registry lock, hold or similar status that it deems necessary in its discretion:

(a) to protect the integrity and stability of the Registry;

(b) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;

(c) to avoid any liability, civil or criminal, on the part of the Registry, as well as its affiliates, subsidiaries, officers, directors and employees; or

(d) to correct mistakes by Terrific or the Registry in registering, renewing and/or transferring the Registered Names.

(e) the Registry also reserves the right to place upon registry lock, hold or similar status a domain name during resolution of a dispute

25. Termination and Suspension

25.1 In addition to any other right that we may have, we may terminate or suspend a Service on 7 days' notice to you, if you:

(a) fail to make payment by the due date;

(b) fail to comply with any Regulator Policy or our Policies.

25.2 We may immediately terminate or suspend a Service:

(a) If you use a Service for an unlawful purpose or in association with an unlawful purpose;

25.3 We will handle all personal information in accordance with our then current privacy policy located on our website.

(a) if your use of a Service contravenes third party intellectual property rights;

(b) if your use of a Service contravenes our Policies ;

(c) if we are required to do so in order to comply with the law;

25.4 In addition to any other right we have, we may terminate your Agreement with us on 30 days notice.

25.5 Where we terminate your Agreement with us in accordance with clause 25.4, then you must:

(a) transfer your domain names to an alternate registrar;

(b) cease using our services;

(c) refrain from accessing the Control Panel or providing someone else with access;

26. Force Majeure

26.1 We are not responsible for the consequences of a Force Majeure.

27. Notices

27.1 All notices required to be sent under these Terms must be served by Email.

27.2 Service of a notice is deemed to have occurred in the case of email, two hours after it has been logged as being sent to the address in clause 27.3 by the senders email server;

27.3 The partes email address for service on a party is:

(a) to us, support@terrifc.com.au;

(b) to you, the then current account contact contained in your Control Panel.

28. Jurisdiction

28.1 These Terms are governed exclusively by the law of the State of Victoria, Australia.

28.2 Any dispute with respect to these Terms or arising from these Terms may only be heard exclusively in a Court in the State of Victoria, Australia.

29. Dictionary

29.1 For the purpose of these Terms, the following definitions are used:

(a) **ACL** means the Australian Consumer Law contained in the *Competition and Consumer Act 2010 (Cth)*.

(b) **Claim** means any claim, demand, acton, proceeding or legal process (including by way of set of, cross-claim or counterclaim)

(c) **ccTLD** means a country code top level domain name, such as .co, and .au;

(d) **Contract Loss** means loss or damage suffered by a party and arising in connection with or out of your Contract or any supply made under it (whether pleaded in contract, tort, breach of statutory duty or on any other basis, and whether arising from acts or omissions, and whether or not loss or damage the risk of which another party was or should have been aware), including but not limited to:

(i) economic loss;

(ii) business interruption;

(iii) loss of revenue, profts, actual or potential business opportunities or contracts;

(iv) anticipated savings;

(v) loss of profits;

(vi) loss of opportunity;

(vii) loss of data;

(viii) indirect or consequential loss;

(ix) an obligation to indemnify another person;

(x) an obligation to contribute to the compensation of loss or damage suffered by another person.

(e) **Control Panel** means the online management and administration console provided by us to our customers.

(f) **Default DNS** means name servers that we determine from time to time.

(g) **Dispute Process** means a UDRP, auDRP or other dispute resolution process with respect to an applicable gTLD, TLD or ccTLD.

(h) **DNS** means domain name server.

(i) **Force Majeure** means any circumstance beyond our reasonable control

(j) **gTLD** means generic top level domain name, such as .com, .net, .org, and .info.

(k) **ICANN** means Internet Corporation for Assigned Names and Numbers.

(l) **ICANN Policy** means a consensus policy, temporary policy or other policy that may be approved or published by ICANN from time to time.

(m)**Our Policies** means policies different policies that we may introduce and amend from time to time such as a copyright policy and acceptable use policy (AUP)

(n) **Personal Informaton** means the informaton identfed in clause xx.

(o) **Registered Name** means domain name.

(p) **Registry** means the operator of a respective gTLD, TLD or ccTLD.

(q) **Regulator Policy** means any policy regulating domain names made by the lawful regulator (including Registry) of any gTLD, TLD or ccTLD, including

ICANN Policy or a directive of a Regulator.

(r) **Regulator Terms** means the terms referred to in clause 21.

(s) **TLD** means top level domain

(t) **WHOIS** means the public WHOIS records maintained by each Registry which identifies the relevant registrant of a domain name and their contact details

30. Miscellaneous

(a) Subject to clause 21, we may amend these Terms from time to time by giving you written notice. Amendments will not apply retrospectively.

(b) You may not assign any part of your rights or obligations under these Terms without our prior written consent.

(c) Our rights, remedies and powers under these Terms are cumulative and not exclusive of any rights, remedies or powers provided to us by law.

(d) If we overlook a breach of these Terms on one or more occasions, we are not taken to have agreed to any future breach.

(e) If a provision of these Terms is unenforceable it must be read down, to the point of severance if necessary.

(f) These Terms constitute the entire agreement between you and us in relation to its subject matter and supersede all other agreements, arrangements or understandings.

(g) These Terms are not to be construed against a party because that party was responsible for its preparation.

(h) Nothing in these Terms is to be construed as creating a relationship of agency, partnership or joint venture.

Annexure A

ICANN Mandatory Terms

3.7.7.1 The Registered Name Holder shall provide to Registrar accurate and reliable contact details and correct and update them within seven (7) days of any change during the term of the Registered Name registration, including: the full name, postal address, e mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8.

3.7.7.2 A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure to update information provided to Registrar within seven (7) days of any change, or its failure to respond for over fifteen (15) days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder registrar contract and be a basis for suspension and/or cancellation of the Registered Name registration.

3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate

technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it discloses the current contact information provided by the licensee and the identity of the licensee within seven (7) days to a party providing the Registered Name Holder reasonable evidence of actionable harm.

3.7.7.4 Registrar shall provide notice to each new or renewed Registered Name Holder stand:

> 3.7.7.4.1 The purposes for which any Personal Data collected from the applicant are intended;

> 3.7.7.4.2 The intended recipients or categories of recipients of the data (including the Registry Operator and others who will receive the data from Registry Operator);

> 3.7.7.4.3 Which data are obligatory and which data, if any, are voluntary; and

> 3.7.7.4.4 How the Registered Name Holder or data subject can access and, if necessary, rectify the data held about them.

3.7.7.5 The Registered Name Holder shall consent to the data processing referred to in Subsection 3.7.7.4.

3.7.7.6 The Registered Name Holder shall represent that notice has been provided equivalent to that described in Subsection 3.7.7.4 to any third-party individuals whose Personal Data are supplied to Registrar by the Registered Name Holder, and that the Registered Name Holder has obtained consent equivalent to that referred to in Subsection 3.7.7.5 of any such third-party individuals.

3.7.7.7 Registrar shall agree that it will not process the Personal Data collected from the Registered Name Holder in a way incompatible with the purposes and other limitations about which it has provided notice to the Registered Name Holder in accordance with Subsection 3.7.7.4 above.

3.7.7.8 Registrar shall agree that it will take reasonable precautions to protect Personal Data from loss, misuse, unauthorized access or disclosure, alteration, or destruction.

3.7.7.9 The Registered Name Holder shall represent that, to the best of the Registered Name Holder's knowledge and belief, neither the registration of the Registered Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party.

3.7.7.10 For the adjudication of disputes concerning or arising from use of the Registered Name, the Registered Name Holder shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile and (2) where Registrar is located.

3.7.7.11 The Registered Name Holder shall agree that its registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Specification or Policy, or pursuant to any registrar or registry procedure not inconsistent with any Specification or Policy, (1) to correct mistakes by Registrar or the Registry Operator in registering the name or (2) for the resolution of disputes concerning the Registered Name.

3.7.7.12 The Registered Name Holder shall indemnify and hold harmless the Registry

Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

<u>AUDA Mandatory Terms</u>

Registrant Agreement - Mandatory Provisions

1. auDA AND REGISTRAR'S AGENCY

1.1 In this agreement, auDA means .au Domain Administration Limited ACN 079 009 340, the .au domain names administrator.

1.2 The Registrar acts as agent for auDA for the sole purpose, but only to the extent necessary, to enable auDA to receive the benefit of rights and covenants conferred to it under this

agreement. auDA is an intended third party beneficiary of this agreement.

2. auDA PUBLISHED POLICY

2.1 In this clause, auDA Published Policies means those specifications and policies

established and published by auDA from time to time at http://www.auda.org.au.

2.2 Registrants must comply with all auDA Published Policies, as if they were incorporated into, and form part of, this agreement. In the event of any inconsistency between any auDA Published Policy and this agreement, then the auDA Published Policy will prevail to the extent of such inconsistency.

2.3 Registrant acknowledges that under the auDA Published Policies:

2.3.1 there are mandatory terms and conditions that apply to all domain names

licences, and such terms and conditions are incorporated into, and form part of,

this agreement; and

2.3.2 Registrant is bound by, and must submit to, the .au Dispute Resolution Policy;

and

2.3.3 auDA may delete or cancel the registration of a .au domain name.

3. auDA'S LIABILITIES AND INDEMNITY

3.1 To the fullest extent permitted by law, auDA will not be liable to Registrant for any direct, indirect, consequential, special, punitive or exemplary losses or damages of any kind (including, without limitation, loss of use, loss or profit, loss or corruption of data, business interruption or indirect costs) suffered by Registrant arising from, as a result of, or otherwise in connection with, any act or omission whatsoever of auDA, its employees, agents or contractors.

3.2 Registrant agrees to indemnify, keep indemnified and hold auDA, its employees, agents and contractors harmless from all and any claims or liabilities, arising from, as a result of, or otherwise in connection with, Registrant's registration or use of its .au domain name.

3.3 Nothing in this document is intended to exclude the operation of Trade Practices Act

1974.

Annexure B

Web Hosting Product Terms

1. About

These terms are product terms for our shared web hosting plans.

2. Application

These terms apply to all shared web hosting services we provide, e.g. Bronze Hosting and Silver Hosting, and form part of our customer contract with you. They must be read in conjunction with our Service Agreement and any other applicable terms.

3. Web hosting services

3.1. Shared web hosting services mean:

3.1.1. providing use of a shared web hosting platform on our

servers; 3.1.2. allocating hard drive space on the server to the

customer;

3.1.3. giving the customer passworded FTP access to upload and update the material for its web site;

3.1.4. allocating the website a shared IP address (unless we agree to provide a dedicated IP address);

3.1.5. arranging for the IP address and the customer's domain name to be registered in our DNS;

3.1.6. using reasonable endeavours to keep the web site available for access on the world wide web;

4. Service levels

4.1. There are no service levels with our shared web hosting services, unless we agree to any in writing.

4.2. In the absence of service levels we cannot guarantee performance.

4.3. We may notify you of scheduled maintenance times which may affect performance of the service.

5. Shared web hosting

5.1. You are responsible for the whole of the design and implementation of your website.

5.2. Apart from the operating system and the web server software on a server, any software (e.g. CGI scripts) made available by us are supplied on an as-is basis, and without any warranty, and you are solely responsible for satisfying yourself as to its

suitability for your purposes.

5.3. You must:

      5.3.1. not publish any content that exposes us to the risk of legal action;

      5.3.2. not use the web site or allow it to be used for any unlawful

      purpose; 5.3.3. not use the web server for testing or developing

      applications;

      5.3.4. not run any application on a web server that may impair the operation of the web server;

      5.3.5. not store log files for longer than 30 days, otherwise we will delete

      them; 5.3.6. keep a backup copy of all material you upload to the web server;

      5.3.7. download and backup from the web server, any data that is created on the web server as often as necessary to ensure that loss of data will not cause significant harm;

      5.3.8. observe all proper practices and procedures in relation to the security of the web site;

      5.3.9. remove any application that we determine to be harmful to the web site or web server;

      5.3.10. indemnify us against any harm we may suffer from a breach of these obligations, or as a direct or indirect result of the publication of the website.

5.4. If you choose to use DNS services that are not supplied by us, then we have no liability at all if those services are inadequate in any way.

5.5. We may refuse to accept as part of a website any application that we consider may cause harm or be a security risk.

6. Disk quotas

6.1. We may specify a maximum disk quota for your web site, including its public FTP directory.

6.2. It is your responsibility not to exceed disk quotas.

6.3. You acknowledge that exceeding disk quotas may cause your web site, FTP to malfunction. If that happens, we have no responsibility.

6.4. If you exceed your disk quota then we may impose excess charges or suspend your account until the next billing period.

7. Backup services

7.1. We may (but are not obliged to) back up the shared web server that contains your web site at our discretion.
7.2. Where we backup, the backup regime will not be tailored to your needs, and you are

solely responsible for deciding if it is adequate for its purposes.

7.3. If you request us to restore any data, we will do so if we can from the backups then available.

7.4. If we cannot, we are not liable to anyone in any way.

8. Supported hardware and software

8.1. We will only provide supported software for use on a shared web server.

8.2. Even in the case of supported software, we may decline to permit certain functionality to operate (for example, certain FrontPage extensions, or CGI scripts other than those supplied by us). You are responsible for familiarising yourself with what functionality is not permitted.

8.3. Subject to clause 8.4, at your request we may use software on a web server that is not supported software.

8.4. If we agree to the use of any software on a server that is not supported software, our only duty is to try in good faith to support it, and you indemnify us against all harm that anyone suffers as a result of:

> 8.4.1. its use or the fact that it does not work properly; or

> 8.4.2. our attempts to support it, even if we are negligent.

9. Supply of software

9.1. We will procure and own any software licences that are required for the purposes of these terms and specified in a product description.

9.2. Otherwise, you are solely responsible for selecting and procuring licences for any software you require for the purposes of your website or email services, and for ensuring that it is compatible with our hardware and software.

9.3. We may change, remove or update any version of the software that runs on our web servers without notice – but where we intend to change, remove or update any software on our web servers we will endeavour to give you notice.

9.4. Where we provide updated software it is your responsibility to ensure that any updated software is wholly compatible with your web hosting requirements.

10. Acceptable use policy

You must use these services subject to our AUP.

11. Security

11.1. We are not obliged to provide any firewall or security

software. 11.2. You acknowledge that:

11.2.1. you are solely responsible for securing your website, and keeping regular backups;

11.2.2. any degree of Internet access involves security risks, and it is not feasible to exclude all security risks, as threats to Internet security are continually being discovered.

11.3. We may block, restrict access to or block public access to web content or a website where we believe such content or web site has been exploited or poses a security risk in our absolute discretion.

12. FTP access

Where a shared web hosting service includes FTP access by persons other than yourself:

12.1. you are solely responsible for ensuring that the public FTP directory contains nothing that should not be available to those persons;

12.2. the public FTP directory and the material in it are taken to be part of your web site.

13. Domain names and IP addresses

13.1. Unless we agree to register a domain name for you, you must do all that is required to register and maintain registration for your domain.

13.2. Any IP address that we make available for your use always remains our sole property.

14. Excess data usage

14.1. If the volume of data coming to or from your web site exceeds any pre set quota, then you are liable for the payment of excess charges and your account may be subject to suspension.

14.2. If you have reason to anticipate that the volume of data coming to or from your website will vary significantly, you must give us notice immediately, and upgrade your hosting plan.

14.3. If we request it, you must in good faith give us forecasts of your anticipated requirements for disk quotas, or the volume of data coming to or from your web site from time to time.

15. Customer contract

15.1. We may delete any of your data left on a shared web server after the end of this customer contract.

15.2. You are solely responsible for downloading any data that you wish to retain from or associated with your web site, before the end of this customer contract.

15.3. We are not responsible for the loss of any data associated with your web site because you failed to back it up.

15.4. If any data is left on a website at the end of the customer contract, we may back it up or duplicate it in any manner we think is suitable, but we do not have to.

16. Non merger

Clause 15 continues in force after a customer contract for shared web hosting services ends.

17. Dictionary

application software in object code and compiled/executable format

publish to make something visible or accessible by use of any service or facility we provide you

web server a server that makes a website visible on the internet