

Hosting Services - Terms & Conditions

1. Definitions

In this document, unless the context requires otherwise:

Aditel, We, Our or Us refers to Aditech Pty Ltd T/AS Aditel (A.B.N. 81 125 407 105)

Customer, You or Your refers to the provision of Hosting Services by Aditel to the Customer.

2. General

- 2.1 The agreement made between us on these terms commence on the date Aditel accepts a Customer's application for the services.
- 2.2 Acceptance of a Customer's application for service is deemed to be the date Aditel creates the Customer's account on its servers for use by the Customer.
- 2.3 The Service is provided on an "as is, available" basis. Aditel gives no warranty, expressed or implied, for the hosting services provided.
- 2.4 Aditel will not be held liable for reimbursement for losses or income due to disruption of services by Aditel or its providers beyond the fees paid by the customer to Aditel.
- 2.5 We may vary these terms, our pricing for any service, or the terms of operation of the Service, at any time by updating this document on our website, by email or in writing. All changes will become effective upon publication of the changes.
- 2.6 This agreement is governed by the laws in place in the State of Victoria, Australia.

3. Service

- 3.1 While Aditel shall make every reasonable effort to protect data stored on our Server(s), in line with our Best Practice Policy which can be viewed on our website. Aditel is not responsible for a Customer's data, files, or directories residing on Aditel equipment. The Customer is solely responsible for maintaining data files, and directory structure backups.
- 3.2 We will archive your data onto backup mechanisms on a regular basis (daily) for the purposes of disaster recovery. Aditel will maintain and make available more than one physical site for the provision of service; these sites will be maintained as live Mirror repository's of actual service and all data. In the event of equipment failure or data corruption, we will restore from the last known good archive, or your service will automatically switch to the fall back hosting server. You must maintain a recent copy of your data at all times. We will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer data recovered from backups.
- 3.3 The customer is required to provide Aditel with correct and up to date contact details for billing and technical notification purposes. Aditel takes no responsibility for disruption to service due to inability to contact the customer.
- 3.4 The customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the Hosting Services. Aditel makes no representations, warranties, or assurances that the client's equipment will be compatible with Aditel 's services.
- 3.5 We must perform scheduled maintenance to servers from time to time. We will attempt to perform all scheduled maintenance at times which will effect the fewest customers. If scheduled maintenance requires the service to be offline for more than 30 minutes we will post details of scheduled maintenance on our website at least 48 hours before commencement of maintenance.
- 3.6 We may need to perform unscheduled maintenance. If unscheduled maintenance requires the Service to be offline for more than 30 minutes, we will post details on our website after the maintenance has been completed.
- 3.7 The service is provided by Aditel from its data centres in Australia. Aditel will determine in its absolute discretion from time to time the data centre location from which your Service is provided. We reserve the right to migrate your Service and associated data to a new operating system platform if our operating system supplier ceases to provide

support for legacy operating systems, or if the server from which the service is provided fails or, in Aditel 's opinion becomes unreliable. Aditel will use reasonable endeavours to notify you via the contact details in our database but does not take any responsibility for service failure if you have failed to keep your contact details up-to-date or if you have not checked the operation of your service post-migration and notified us of any required changes to the service configuration.

4. Payment

- 4.1 You must pay for the service as notified to you by Aditel in accordance with Aditel 's published prices for services. Any price increases will be communicated to the registered accounts contact on a customers application form. Price increases will not take effect until the contract anniversary date.
- 4.2 Monthly accounts can only be paid by credit card.
- 4.3 Where customers elect to pay their account on a monthly basis, upon registration of a credit card account, you give us authorisation to debit your credit card for all charges as per your service agreement. Payments will be processed monthly on the anniversary date of the acceptance by Aditel of your hosting account. Where the anniversary date is on a weekend or public holiday, Aditel will debit your credit card on the business day before the anniversary date.
- 4.4 Monthly accounts will be automatically rolled over and new invoice issued after each 12 month period from the anniversary date. You must give 30 days notice before the end of the 12 month contract term if you wish to cancel the service.
- 4.5 Yearly accounts can be paid by cheque, money order, direct deposit or credit card and must be received immediately upon acceptance of your hosting service by Aditel.
- 4.6 Where customers elect to pay their accounts on a yearly basis, invoices will be automatically sent via email no less than 14 days prior to expiration date of service. Where payment of the invoice is not received by the day of expiry, customer accounts may be automatically deactivated or suspended. Where payments for the invoice have not been received 14 days after deactivation, Aditel may delete the clients account, and return all files, documents, data and other content that resides on our servers.
- 4.7 Prices published on our website are inclusive of any government taxes or charges unless otherwise stated.
- 4.8 Aditel reserves the right, in sole discretion, to deactivate the customer's service upon indication of credit problems including, but not limited to, delinquent payments.
- 4.9 No refunds will be given for unused portions of payments in advance (including payment of yearly contracts) unless the account has been terminated due to Aditel's breach of these Terms, or you request cancellation, in writing, within 30 days of signing up to Aditel 's services in accordance with our Satisfaction Guarantee Statement.

5. Satisfaction Guarantee Statement

You may terminate your hosting service(s) with Aditel within the first thirty (30) days from activation of the hosting service and receive a full refund for payment already received by Aditel. A request for termination for services must be received in writing. Setup fees for additional services are not refundable under any circumstances.

6. Customer Warranties and Indemnities

- 6.1 You warrant that:
 - a. If you are not the customer, you have the power and authority to enter into this agreement on behalf of the Customer and will indemnify Aditel for any breach of this agreement by the Customer;
 - b. At the time of entering into this agreement you are not relying on any representation made by us which has not been stated expressly in this agreement;
 - c. You will keep secure any passwords used with the service(s);
 - d. You hold and will continue to hold the copyright in the Customer Data or that you are licensed and will continue to be licensed to use the Customer data; and
 - e. You will conduct such tests and virus scanning as may be necessary to ensure data posted or uploaded by you onto the web hosting server does not contain any computer virus and will not in any way, corrupt the data or systems of any person.

- f. During the term of this agreement you will be bound, and continue to be bound, by Aditel's Acceptable Use Policy as can be viewed on our web site.
- 6.2 You indemnify us against all costs, expenses, loss or liability that we may suffer (directly or indirectly) resulting from:
 - a. Your breach of these terms and /or of our Acceptable Use Policy
 - b. Your use or misuse of the Service;
 - c. The use or misuse of the Service by any person using your account; and,
 - d. Publication or defamatory, offensive or otherwise unlawful material on any hosted service or part of your service.

7. Aditel Warranties and Liabilities

- 7.1 We do not warrant that:
 - a. the service provided under this agreement will be uninterrupted or error free;
 - b. the service will meet your requirements, other than as expressly stated in this agreement; or
 - c. the services will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the services or systems of Aditel.
- 7.2 Except as expressly provided to the contrary in this agreement, we exclude all liability for indirect and consequential loss or damage of any kind, loss or corruption of data, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, (including negligence), under any statute or otherwise arising from relating in any way to this agreement and/or its subject matter.

8. Termination

- 8.1 The customer may terminate the hosting service provided by Aditel in accordance with our Satisfaction Guarantee or at any time by giving 30 days written notice. Refunds are only available if Aditel receives the cancellation request within 30 days of purchase date for the services you are wishing to cancel. Under no circumstances are setup or establishment fees refundable.
- 8.2 Monthly accounts will be automatically rolled over and new invoice issued after each 12 month period from the anniversary date. You must give 30 days notice before the end of the 12 month contract term if you wish to cancel the service.
- 8.3 We may end our agreement with you and cease providing services for any reason, on 30 days written notice to you.
- 8.4 If your account is closed you must pay all outstanding charges immediately and we may return all Customer Data from any storage media.

9. Agreement

You agree that the above terms and conditions constitute the full and complete understanding between Aditel and the customer of obligations and responsibilities of both parties to the other.