

## **Terms and Conditions of use**

### **Indemnity and security**

You agree to the following terms and conditions for the duration of your account and the duration of services provided by Webbed Computer Services until such time as the agreement is cancelled by either party.

You agree not to hold Webbed Computer Services (WCS) liable under any of the following circumstances as allowable under applicable State or Commonwealth Law.

WCS maintains regular backup routines, but cannot be held liable for lost or corrupted data in the event of a server or backup failure. Clients are advised to always have current backups of their content hosted on our servers.

We have a very high regard to security. Our servers are secured and regularly audited. However as with any computer system it is possible that a determined hacker may find a way in.

We cannot guarantee the privacy of email outside of our systems. It is possible that your email could be intercepted on its way to or from our servers.

You agree to not host an illegal, defamatory, copyrighted or morally objectionable material. In the event that illegal content is found on our servers it will be removed immediately, the account cancelled and the relevant authorities notified.

No anti-spam or anti-virus scanners are 100% capable of detecting all spam or virus threats. WCS will not be held liable in the event that a virus does make it through our systems. If you choose to have email messages marked as spam deleted automatically by us, be advised that it is possible that a message can be incorrectly marked as spam and deleted. Once deleted the message cannot be retrieved.

We reserve the right to delete email messages older than 6 months. This will only occur if your quota is exceeded. Archived email will not be deleted but you will be sent a request to move or increase your space allowance under these circumstances. The IMAP protocol and our webmail service provide the ability to create folders to sort or store you email. Any spam messages send to your domains spam account will be automatically deleted every week.

Webbed has a very high standard of uptime but cannot be held liable due to the unforeseen or events that are out of our control. Events that may cause our services to be unavailable for a period of time. Events include but are not limited to: -

- Loss of internet connectivity due to our upstream provider
- The internet at large
- A catastrophic server crash or hardware failure

From time to time it may be necessary for us to perform maintenance on our equipment that will mean that some services will be down for a short period. These maintenance times will be performed after business hours so as to cause as little inconvenience as possible. Any large planned outage will be announced on our website several days prior to it taking place.

In the event that we are registering a new domain for you, WCS cannot guarantee that the exact name that you wish to register will be available or that you will fulfil the requirements of the registration authority.

You agree not to attempt to circumvent any security or limitations on our servers or systems or attack our systems in any way with any kind of software cracking tools.

### **Accounting and Pricing**

All prices include GST.

Prices are subject to change. In the event of a necessary price rise, notice will be given via email prior to the next billing cycle.

We do not have contracts or cancellation fees. Setup fees if applicable are a one off payment.

Your information will be treated with the strictest of confidence. We do not use or exchange information with any other entity or credit-reporting agency. However if we register your domain for you there will be some information transfer necessary for your registration to be completed, given to the domain registrar.

Most prices are listed as a monthly rate and are payable quarterly in advance. Accounts are payable and issued on the 1<sup>st</sup> of January, April, July and October. A pro-rata invoice will be issued when you join to bring you into our billing cycle. Invoices are 14 days from the date of issue. We reserve the right to disable any services provided by us due to overdue accounts. This may involve the temporary disablement of a web site or other services provided by WCS.

In the event that you no longer require your account, no refunds will be issued. Your account will terminate at the end of the billing cycle in which you advise us of your intentions. Your intention to terminate your account and this agreement must be received in writing, regular mail or facsimile are suitable.

If we are managing your domain for you, we will contact you prior to renewal.

### **Fair use policy:**

WCS applies no defined limit to the amount of traffic to or from your website, or other services provided by us. However we reserve the right to define limits either in general or on a per site basis if the traffic becomes excessive or this traffic effects the performance of other websites or other services provided by us. These limits may be exercised as a fee based arrangement or applied bandwidth limitation. In the event that this occurs we will contact you and make fair arrangements for all parties.

WCS reserves the right to immediately terminate your account if these conditions are violated and without any notice.

### **More Information:**

Thankyou for choosing WCS to host your Internet services, we trust you will appreciate our attention to detail and the levels of service we will provide.

If you require further information please send us an email to [info@webbed.com.au](mailto:info@webbed.com.au) for general or accounting information or [support@webbed.com.au](mailto:support@webbed.com.au) for technical queries.