
Terms and Conditions

FLUCCS - THE AUSTRALIAN CLOUD PTY LTD ABN: 90 623 955 395 ("Aussie Hosts") reserves the right to suspend or cancel an account holder's access to any or all services provided by Aussie Hosts when Aussie Hosts decides (at its absolute discretion) that the account has been used in contravention of the Terms and Conditions, Acceptable Use Policy, or inappropriately used or otherwise.

1. SERVER USE

Hosting accounts are to be used by the account holder only. Hosting account holders are not permitted sell, resell, store or give away web-hosting services to other parties. Web hosting services are defined as allowing anyone other than the account holder to host content on the owner's web site, with the exception of ad banners, classified ads, and personal ads. Reseller account holders may however resell using our Reseller packages.

Aussie Hosts reserves the right to refuse service and/or access to its servers to anyone.

Aussie Hosts do not allow any of the following content to be stored on its servers:

- a) Illegal material, including copyrighted works, commercial audio, video, or music files, and any material of any type in violation of any Federal, State or Local law or regulation anywhere in the world.
- b) Scripts – Any Script that may create a load on the server.
- c) Adult material, including pornography, erotic images, or otherwise lewd or obscene content of any type. What constitutes "adult material" is entirely at the discretion of Aussie Hosts.
- d) Warez, including pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.
- e) Use web hosting space for storage of backup archives or any data which is not directly related to and accessible through the website itself
- f) Storage of email data exceeding 5GB in total per service; this total encompasses all email inboxes additional directories within the cPanel service including the default catchall email account

2. BANDWIDTH

Each account has an allocated site bandwidth allowance. If this is exceeded contiguously by a rate of 10% or more, the account holder is liable for the cost of the exceeded bandwidth amount. Bandwidth is monitored and Aussie Hosts reserves the right to remove sites that exceed their bandwidth allowance without notice. Excess bandwidth is charged at the rate of \$5.50 per GB per month in excess of that allowed for the account holder.

3. HIGH RESOURCE USER POLICY

Resources are defined as bandwidth and/or processor utilisation.

When an account is found to be excessively using the resources available, Aussie Hosts reserves the right in its sole discretion, to suspend that account immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Where appropriate, account holders may be offered an option whereby Aussie Hosts continues hosting their account for an additional fee.

4. PAYMENT POLICIES

All accounts are set up on a prepay basis. Although Aussie Hosts reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due either on each yearly anniversary or monthly anniversary.

All accounts are automatically renewed at the end of each prepaid period unless written closure notification is received (and such receipt is confirmed by Aussie Hosts to the account holder) at least 15 days prior to the end of the prepaid period to the email address accounts@aussiehosts.com.au.

Where the account holder provided debit or credit card details and the debit is declined, Aussie Hosts may immediately suspend the account until outstanding charges are processed successfully. In addition, Aussie Hosts reserves the right to suspend other services until the outstanding charges are paid. The account holder is responsible for all outstanding charges on the account. The account holder may be charged a \$25 administration fee for any declined or dishonoured payment.

All invoices will be sent directly to account holders via e-mail. No bills or invoices will be sent by regular mail. It is the customer's responsibility to ensure the email contact address we have on file for them is correct and can be updated anytime on our website at www.aussiehosts.com.au.

5. PAYMENT OPTIONS

In order to streamline our accounting procedures and keep costs down Aussie Hosts runs a limited number of payment options:

- Visa Card
- MasterCard
- POLi Payments
- Bank Transfer using Internet Banking
- Cheque Payment - This option is only available to account holders who pay annually.

A credit / debit card authority is required if account holders require the facility to purchase domains and other services on-line. Aussie Hosts cannot guarantee that a service will be provided until after payments have been cleared.

6. 30 DAY TRIAL

New accounts are available on a 30 trial basis. Account holders will not be entitled to this benefit if they have previously had an account with Aussie Hosts or if any account has previously been created at the same postal address within the previous 12 months. Trial period excludes domain names. Once a domain is purchased it must be paid for even if the package is cancelled within the trial period.

7. CANCELLATION AND REFUNDS

Aussie Hosts reserves the right to cancel the service at any time if it believes the account is being misused, account holders are not entitled to any refund. Account holders may cancel their account at any time. During the initial trial period account holders who wish to cancel will be entitled to a full refund for their hosting fees (excluding domain registration). Any incentives offered to account holders when opening the account will also be cancelled.

Account holders may be given the option to purchase services which were offered as startup incentives in the result of a cancellation.

Fees charged on a prepay basis are non-refundable. In addition, some accounts incur set-up fees, these charges are also non-refundable.

8. EXTRA CHARGES

These only apply under the following terms:

- Package Change – \$25
- Package Domain Change – \$30
- Suspended Account Re-Activation Fee – \$25
- Dishonoured or Declined Payment Fee – \$25
- Restore from Backup – \$25
- Backup of Site Data or Database – \$50
- Late Payment Fee: \$10

9. DEDICATED, VPS OR CLOUD SERVERS

Aussie Hosts reserves the right to cancel cloud servers accounts at any time, account holders will not be entitled to a refund. If an account holder contravenes Aussie Hosts terms of service, a refund will not be issued in the event of a cancellation. Our money back guarantee does not apply to dedicated, VPS or Cloud servers.

10. GOVERNING LAWS

The agreement between you and Aussie Hosts shall be governed in all respects by the laws of Queensland Australia. The parties to irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland Australia. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of each section.

11. REMEDY

You agree that your sole and exclusive remedy to any issues relating to Aussie Hosts's services is to discontinue using the Service.

12. SEVERABILITY

Each provision of the agreement between you and Aussie Hosts including these terms and conditions are severable and if provisions of this agreement or terms of service are held to be invalid or unenforceable such provisions may be removed and the remaining provisions may be enforced.

13. INDEMNIFICATION

The account holder agrees that it shall defend, indemnify, save and hold Aussie Hosts harmless from any and all demands, liabilities, losses, costs and claims, including legal costs (on an indemnity basis or solicitor/client basis, whichever is higher) claimed or asserted against Aussie Hosts, its agents, its account holders, officers and employees, that may arise or result from any service provided or omitted, performed or agreed to be performed or any product sold by account holder, its agents, employees or assigns. The account holder agrees to defend, indemnify and hold harmless Aussie Hosts against liabilities arising out of;

- (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Aussie Hosts's servers;
- (2) any material supplied by the account holder infringing or allegedly infringing on the proprietary rights of a third party;
- (3) copyright infringement;
- (4) any defective products sold to account holder from Aussie Hosts; server and any defamatory or allegedly defamatory material on Aussie Hosts servers.

14. BACKUPS

The customer is solely responsible in keeping regular backups of their data and digital information.

15. DISCLAIMER

Aussie Hosts will not be responsible for any damage, loss or liability the account holder or any third party may suffer. Aussie Hosts makes no warranties of any kind, expressed or implied for services we provide. Aussie Hosts disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of revenue, profits or data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Aussie Hosts and its employees or otherwise. Aussie Hosts reserves the right to revise its policies at any time.