

Web Site Service Agreement

This Web Site ("Agreement") is by and between computingaustralia.com.au ("Computing Australia"), an Australian registered entity, and you, your heirs, assigns, agents and contractors ("You") and is effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Computing Australia's Web Site and Virtual Dedicated Server services (collectively, the "Services") and represents the entire agreement between You and Computing Australia. By using the Services, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies which Computing Australia may establish from time to time.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Computing Australia, whether or not the transactions were in Your behalf.

Description of Service

Computing Australia currently provides the Services to its customers for a monthly or annual fee. Computing Australia will host Your web site on Computing Australia's servers, provided, however, You abide by the terms and conditions set forth herein and in each of Computing Australia's policies and procedures we may release from time to time.

License of Your Web Site Content

Computing Australia grants to You, and You accept from Computing Australia, a non-exclusive, worldwide and royalty free license to copy, display, use and transmit on and via the Internet Your web site content in connection with Computing Australia's performance or enforcement of this Agreement.

Availability of Services

Subject to the terms and conditions of this Agreement, Computing Australia shall attempt to provide the Services for twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement. You agree that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Computing Australia may undertake from time to time; or (iii) causes beyond the control of Computing Australia or that are not reasonably foreseeable by Computing Australia, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks network congestion or other failures.

You agree that Computing Australia has no control of availability of the Services on a continuous or uninterrupted basis.

Service Availability Guarantee

Computing Australia offers a service uptime guarantee for the Services of 99.9% ("Service Uptime") of available time. If Computing Australia fails to maintain this level of service availability, You may contact Computing Australia and request a credit of 5% of Your monthly hosting fee from Computing Australia for that month. The credit may be used only for the purchase of further products and services from Computing Australia, and is exclusive of any applicable taxes. The credit does not apply to service interruptions caused by: (i) periodic scheduled maintenance or repairs Computing Australia may undertake from time to time; (ii) errors caused by You from custom scripting or coding; (iii) outages that do not affect the appearance of the web site but merely affect access to the web site such as FTP and email; (iv) causes beyond the control of Computing Australia or that are not reasonably foreseeable by Computing Australia ; and (v) outages related to the reliability of certain programming environments. Total Service Uptime shall be solely determined by Computing Australia and shall be calculated on a monthly basis.

FTP Backup

Computing Australia may offer additional features and add on services, such as a FTP Backup option. You acknowledge and agree that purchasing such additional features and add on services may require additional down time to install and maintain. You further acknowledge and agree that in utilizing the FTP Backup option, You shall be subject to a maximum disk usage and bandwidth usage as identified by Computing Australia. Subject to the terms and conditions of this Agreement, Computing Australia shall use commercially reasonable efforts to provide FTP Backup services on a twenty-four (24) hours per day, seven (7) days per week basis throughout the term of this Agreement. You acknowledge and agree that from time-to-time the FTP Backup services may be inaccessible or inoperable for any reason, including without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Computing Australia may undertake from time to time; or (iii) causes beyond the control of Computing Australia or that are not reasonably foreseeable by Computing Australia, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.

Web Site Content

You shall be solely responsible for providing, updating, uploading and maintaining Your web site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through Your web site, including, without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, software and text. Your web site content shall also include any registered domain names provided by You or registered on behalf of You in connection with the Services. Notwithstanding anything in this Agreement to the contrary, in the event You are using ad-supported hosting, in no event shall Your web site consist of the following: search results, registration, "thank you", error, email or chat pages, pages comprised primarily of other advertising or pages containing any of the following types of content: (i) pornographic, obscene or excessively profane content; (ii) content intended to advocate or advance computer hacking or cracking; (iii) gambling; (iv) illegal activity; (v) drug paraphernalia; or (vi) hate, violence or racial or ethnic intolerance.

SSL Certificates

Except as may be limited by specific products or services, any SSL certificate You purchase from Computing Australia or its affiliates to use in conjunction with the Services provided by Computing Australia, is intended for its specific use as described in the Subscriber Agreement and will not be exported from the server to be used with any other web hosting service. If You are using an SSL certificate on a web site hosted by Computing Australia, Computing Australia will generate and securely store a corresponding private key.

For security reasons, at no time will Computing Australia release Your private key, even if You request. If You wish to export Your SSL certificate for use on a non- Computing Australia server, You will need to make a request to Computing Australia no earlier than thirty (30) days after Your initial SSL subscription began. After Your account with Computing Australia has been cancelled,

Your Obligations

Where you have provided us with your credit card details and upon the expiration of Your initial hosting service term, Your hosting service shall automatically renew for the same period of time and Your payment method shall be charged for the renewal term on the renewal date. You acknowledge and agree that in the event You do not desire to automatically renew Your hosting services for the same period of time, it is Your responsibility and obligation to notify us via sales@computingaustralia.com.au 30 days prior to expiry that you do not wish to renew.

You represent and warrant to Computing Australia that: (i) Your Content does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation; (ii) infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and (iii) that You own Your web site content and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within Your web site. You also warrant that the web site being hosted by Computing Australia will not be used in connection with any illegal activity. If You are hosting Your web site on Computing Australia's servers, You are responsible for ensuring there is no excessive overloading on Computing Australia's DNS or servers. In the event You exceed Your allotted bandwidth, compute cycles or disk space and thereby overload Computing Australia's DNS or servers, You shall be assessed any and all fees, costs and penalties associated with such overloading. You may not use Computing Australia's servers and Your web site as a source, intermediary, reply to address, or destination address for mail bombs, Internet packet flooding, packet corruption, denial of service, or other abusive activities. Server hacking or other perpetration of security breaches is prohibited and Computing Australia reserves the right to remove sites containing information about hacking or links to such information. Use of Your web site as an anonymous gateway is prohibited. Computing Australia prohibits the use of software or scripts run on its servers that cause the server to load beyond a reasonable level, as determined by Computing Australia. You agree Computing Australia reserves the right to remove Your web site temporarily or permanently from its servers if Computing Australia is the recipient of activities that threaten the stability of its network. Further, if You are using ad-supported hosting, You acknowledge and agree Computing Australia has the right to terminate Your Services in its sole discretion and for any reason, including, but not limited to, Your failure or unwillingness to comply with the terms and limitations of this Agreement, specifically, the content and material restrictions set forth in this Agreement.

You agree not to engage in unacceptable use of any Services, which includes, without limitation, use of the Services to:

1. disseminate or transmit unsolicited messages, chain letters, unsolicited commercial email, or unreasonably large volumes of email on a daily basis, provided, Computing Australia, in its sole discretion, may permit You, if You have a legitimate purpose and after request, to send more email than Computing Australia's standard SMTP relay limit;
2. disseminate or transmit any material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
3. disseminate or transmit files, graphics, software or other material, data or work that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person;
4. create a false identity or to otherwise attempt to mislead any person as to the identity, source or origin of any communication;
5. export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions;
6. interfere, disrupt or attempt to gain unauthorized access to any computer system, server, network or account for which You do not have authorization to access or at a level exceeding Your authorization;
7. disseminate or transmit any virus, trojan horse or other malicious, harmful or disabling data, work, code or program;
8. engage in any other activity deemed by Computing Australia to be in conflict with the spirit or intent of this Agreement or any Computing Australia policy; or
9. use Your server as an "open relay" or similar purposes.

Computing Australia prohibits the running of a public recursive DNS service on any Computing Australia server. All recursive DNS servers must be secured to allow only internal network access or a limited set of IP addresses. Computing Australia actively scans for the presence of public DNS services and reserves the right to remove any servers from the network that violate this restriction.

Storage and Security

At all times, You shall bear full risk of loss and damage to Your web site and all of Your web site content. You are entirely responsible for maintaining the confidentiality of Your password and account information. You agree You are solely responsible for all acts, omissions and use under and charges incurred with Your account or password or in connection with the Site or any of Your web site content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to:

1. prevent any loss or damage to Your web site content;
2. maintain independent archival and backup copies of Your web site content;
3. ensure the security, confidentiality and integrity of all your web site content transmitted through or stored on Computing Australia servers; and
4. ensure the confidentiality of Your password.

Computing Australia's shared hosting servers are not an archive and Computing Australia shall have no liability to You or any other person for loss, damage or destruction of any of Your content. The Services are not intended to provide a PCI (Payment Card Industry) compliant environment and therefore should not be considered as one. Computing Australia shall have no liability to You or any other person for Your use of the Services in violation of these terms. You shall at all times use the Services as a conventional and/or traditional web site. You shall not use the Service in any way, in Computing Australia's sole discretion, that shall impair the functioning or operation of Computing Australia's Services or equipment. Specifically by way of example and not as a limitation, You shall not use the Services as: (i) a repository or instrument for placing or storing archived files; and/or (ii) placing or storing material that can be downloaded through other web sites. You acknowledge and agree that Computing Australia has the right to carry out a forensics examination in the event of a compromise to Your server or account.

In the event You terminate, moving Your web site off of the Computing Australia shared hosting servers is Your responsibility. Computing Australia will not transfer or FTP Your web site to another provider. In the event Your use of the Services is terminated, Computing Australia will not transfer or manage Your Services or Your web site content.

Third-Party Software

Additionally, in the event You elect to install or seek assistance from Computing Australia in connection with the installation of any third-party software, the following terms shall apply. You represent and warrant You have the right to use and install the third-party software, and have paid the applicable licensing fees for the third party software, and the third-party software does not and shall not infringe on the intellectual property rights of any other person or entity. You agree to defend, indemnify and hold harmless Computing Australia and its employees, officers and directors for, from and against any and all claims brought against Computing Australia and its employees, officers and directors by a third-party alleging the software infringes: (i) the third-party's rights; or (ii) a U.S. patent, trademark, copyright or other intellectual property right. You agree that in such an event You shall pay all resulting costs, damages, expenses and reasonable attorneys' fees that a court awards and settlements incurred by Computing Australia in connection with any such claims.

If You purchase MS SQL services, You hereby authorize Computing Australia to log into Your server for purposes of installing and configuring the software.