

## Host Geek Terms and Conditions

This Services Agreement (the "Agreement") contains the complete terms and conditions which govern your subscription of web hosting and other Internet-related services provided by Host Geek (the "Services").

As used in this Agreement, "us" and "we" means Host Geek and "Customer", "you", or "your" means you. When placing an order on our website, by ticking the Terms and Conditions box, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Host Geek web site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Host Geek Site" refers to the Site located at the URL <http://www.hostgeek.com.au>, or any other successor Sites owned or maintained by Host Geek.

### 1. Service Signup

Upon signing up, your order will be processed upon passing of fraud checks. You are required to provide a valid e-mail address to be used for sending you important notices, and, or documents (invoices, support ticket updates, abuse complaints, etc.).

We will not be able to retrieve lost passwords. If you lose your password for your account or services you can submit a ticket to have it reset. Non valid e-mail addresses will result in account suspension.

### 2. Service Description and NO Warranties of Service

Host Geek provides web hosting services through either shared accounts, virtual private servers (VPS), or dedicated servers that are leased out or owned by us. Our services are used to store data, more specifically "Web Sites", in order to transmit data or information "World Wide". Host Geek actively denies and rejects responsibility for any of the data sent out.

While Host Geek attempts to bring you the highest quality hosting service possible, Host Geek has no warranties of service expressed or implied, including that made for a particular purpose. Host Geek is unable to guarantee the integrity of any data stored or transmitted via the internet or through our systems. Host Geek is not liable for any claims of damage by the customer, including, but not limited to, damage of loss of every nature, caused by the loss of data, or through the inability to connect to the internet, or through the inability to send and receive data. This includes but not limited to, the hacking of your website, hardware failures, server faults, deletion of your account due to software faults, etc. You are solely responsible for making your own backups so that this can be prevented. We strongly urge all customers to implement their own backup strategy so that in the unlikely event of a system restore becoming necessary, our customers can be confident that they have a recent copy of their data. Host Geek will not be held liable in the event that we cannot restore or provide a backup to you for any reason.

### 3. Account Transfers

All account transfers through cPanel (depending on size) will be done, upon request, by you submitting a ticket to our support department which will need to include the account details of the server (we ask you change your password prior to giving out information). We will try our best to ensure a smooth transition, however since every hosting company is different, there may be some transfers where it will be impossible to transfer. Host Geek will attempt in all ways possible to transfer your site(s). All transfers must be done within 30 days. Any requests after 30 days will be charged at commercial rates, for account migration.

### 4. Indemnification

Customers shall Indemnify and hold harmless from all demands including, liabilities, costs, claims, liabilities, attorney fees against Host Geek, its parent company or associated businesses, or any of its affiliates, resellers, other customers, etc. This means that the Customer will not hold us responsible for any liabilities arising out of any injury to people, damage done or loss caused by the use of our services. Customers are responsible for all material supplied by Customers who infringe or are allegedly infringing to a third party. Host Geek is not required to compensate or refund by any means. All of our refunds are handled on a case by case basis.

### 5. Billing and Service Fees

Host Geek will bill you according to the timeframe you signed up with (Monthly, Quarterly, Yearly, etc.). Monthly billing will be billed every 30 days, from the day you signed up, for all other payment terms you will be billed at the end of the period you have pre-paid. We will make every attempt to contact you which includes sending automatically generated invoice e-mails to remind you that you have outstanding balance to be paid; we may also phone you as a courtesy reminder if no response to emails is received and the account has past it's due date.

All accounts not paid within 5 days from the due date will be suspended. A late fee of \$15.00AUD will be applied to accounts which are late by more than 5 days. After 3 days and on up to 15 days,

your account will remain suspended and you will be allowed to request backups during this time by ticket support request at a fee of \$15.00 each backup. After 15 days your data is considered backed up, therefore granting us the right to terminate your account and you will still owe any late fees applied during this. You must cancel as per *Cancellations Section* (Section 7). Host Geek takes no liability for removing the Customer's data.

All managed VPS, and unmanaged VPS services will be suspended 24 hours after payment is due, and late payment processing fees applied 48 hours after the due date.

If 15 days after account termination your account remains unpaid all pending invoices will be followed up by our internal accounts department following this outstanding accounts may be turned over to a third party collections agency along with any legal fees and collection agency fees added to your pending invoice.

All payments must be identifiable by Host Geek. Please include your full username, full name or invoice ID in the description of the payment when making a direct deposit.

All monetary transactions are in Australian dollars unless otherwise stated. Additional features can be added at any time. Host Geek reserves the right to change prices at any time.

For the purpose of billing, each account on our website is a separate billing account. If any of the services under the one billing account are unpaid and overdue, Host Geek reserves the right to disable all services under that billing account, regardless of their paid status, until all money owed is collected.

## 6. Refunds Policy

**Host Geek** guarantees all shared hosting services for 30 days. We'll grant refund requests due to us not been able to provide our services according to the guarantee and providing you did not violate our Terms your refund will be generally processed within 5-7 business days of the request. We will not refund if your bandwidth has been exceeded or if your account is currently suspended / terminated due to a breach of our terms. We do not refund for the following:

- Dedicated IPs
- Setup Fees
- Transaction Fees
- Overages
- Late Fees
- Managed VPS Services
- Domain Names
- Other add-ons, such as admin work, backup services, SSL certificates and any work considered prepaid such as SEO services.

We uphold our responsibility under consumer law applicable within Victoria, Australia and will provide a refund should we be required to do so.

## 7. Cancellations

You must provide at least 7 days' notice before the next scheduled billing DUE date in order to cancel your service or you will be liable to pay the full amount for the next billing period. In order to cancel, ALL prior balances MUST be paid. You will be requested to submit identification information for your security. Any outstanding debt after 30 days will result in account termination and amounts owed may be handed over to a third party collections agency.

As a policy, we do not offer credits or refunds for hosting time already paid for unless your account is covered by our 30 day money back guarantee, or as required by law. To cancel your account, please email [support@hostgeek.com.au](mailto:support@hostgeek.com.au), call 1300 722 504, or raise a ticket on the Host Geek website.

ANY ABUSE TO ANY OF OUR STAFF WILL RESULT IN SUSPENSION / TERMINATION of your account with us. Please be nice so we can help you better.

## 8. Abuse Complaints

Host Geek will email you advising of any abuse complaints; we will also endeavour to contact you by phone. All Abuse complaints must be responded to within 24 hours. Failure to reply will result in either action taken on your behalf or service suspension or any other suitable remedy. Host Geek reserves the right to remove content not adhering to local, state or federal laws.

## 9. Customer Support

Host Geek support is limited to assisting you with problems and questions relating directly to any service that Host Geek provides to you. All support enquiries must be submitted either through our support system on our website, or over the phone using our official support phone number. Any requests placed through other communication methods, such as any un-official phone numbers or direct e-mails to our staff will not be answered.

We do not provide support for third party applications/scripts, including ones available through Fantastico De Luxe and Installatron. Support for 3<sup>rd</sup> party applications are chargeable at the commercial rate.

## 10. Refusal or discontinuation of service

Host Geek reserves the right to refuse or discontinue service to anyone at Host Geek' sole

discretion. Host Geek may deny you access to all or part of the service without notice if you engage in any conduct or activities that Host Geek in its sole discretion believes violates any of the terms and conditions in this agreement. Host Geek shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Host Geek has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Host Geek reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Host Geek also reserves the right to refuse refunds in cases where Host Geek believes abuse has taken place.

#### **11. Account-Holder Identification Information**

You agree that you as the person legally responsible for all use of this account are at least 18 years of age. If you are under 18 years of age, you need to have parental consent in order to sign up, and the account must be ordered by a parent or guardian, in their own name. You agree to supply Host Geek with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorized user of any credit card that you supply to us, and you understand and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

As a client you are responsible for seeing your email address in your profile is kept up to date as it is the only way we send out communications. Host Geek cannot be held liable if your service(s) are disrupted or affected due to an invalid e-mail address in your profile.

#### **12. Reseller Violation of Terms and Conditions**

If you are a reseller, or if you are reselling our services, you are responsible for your client's account(s). If one of your clients is in violation of the terms and conditions, we reserve the right to suspend or terminate the account at our sole discretion, depending on the severity of the violation and will inform you at the email address provided to us on signup.

If your reseller account is in violation of the terms and conditions, the same rules apply. We recommend either asking all of your clients to read

these Terms of Service, or using this Terms of Service as a base to write your own to provide your clients.

We do not provide end user support unless the reseller contacts us.

#### **13. Terms May Change at Any Time**

These terms and conditions may change at any time. It is up to the customer to check upon these terms whenever necessary. We will send out a notification of any changes to our Terms and Conditions.

#### **14. Domain Name Registration**

Host Geek is an Authorised domain name reseller authorised by the Australian Domain Name Authority and it's registrars. All Australian (.au) domain names registrants must agree to this <http://www.hostgeek.com.au/geek-media/auAgreement.pdf>. All .au domain name transfers are offered free of cost if the domain name is more than 3 months from expiry. If the domain name is due to expire in 3 months or less the normal renewal fee applies and will the domain will be renewed for a further 2 years from the existing expiry date.

#### **15. Acceptable Use Policy**

Further to these Terms & Conditions all customers are to adhere to our Acceptable Use Policy, which can be accessed at the following link: <http://www.hostgeek.com.au/acceptable-use-policy>.

#### **16. Data Backups**

Host Geek provides at a minimum weekly backups of all customer data as a courtesy. In the event of a system failure, we will attempt to restore all client data from our most recent backup. However, we provide no guarantee that the backup will be available for use, or that it will be recent. We strongly urge all customers to implement their own backup strategy so that in the unlikely event of a system restore becoming necessary, our customers can be confident that they have a recent copy of their data. Host Geek will not be held liable in the event that we cannot restore or provide a backup to you for any reason.

If a copy of a backup is requested by a customer, there will be a \$20 processing fee charged to retrieve the backup and provide it to the customer.

For VPS, VDS and Dedicated Server clients, backups are not included unless specified in the package.

### **17. Money Back Guarantee**

The 30 day period during which you can request a 100% refund of any money paid to us for hosting services starts from the day your hosting account is activated on our servers. Your account will be terminated immediately following your request. The money back guarantee only applies to web hosting accounts and Virtual Private Servers. All domain names are non-refundable. If you have purchased a domain name and web hosting account from us and request a refund within the 30 day time period, we will only refund the web hosting portion of the fees that you paid. Your domain name will remain active in our account and it will still be under your control until it expires. If a domain name is provided free with a web hosting account that you have paid for as a part of a special promotion, we will deduct the retail value of your domain purchase from the refund amount. Refunds are processed by Paypal or Cheque.

### **18. Affiliate Terms & Conditions**

Any affiliate account activated and made available to you will be provided only if you agree and understand our Affiliate Terms & Conditions available [here](#).

### **19. Goods and Services Tax (GST)**

Host Geek charges GST to all domestic (Australian) customers. GST is not applied to products and services purchased by overseas customers. Prices advertised on the Host Geek website exclude GST and will be applied at Checkout.

### **20. Agreement Acknowledgement**

This agreement supersedes any written, electronic, or oral communication you may have had with Host Geek or any agent or representative thereof, and constitutes the complete and total agreement between the parties. In the event that any

provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

### **21. Disclaimers and limitation of liability**

The information and services included in or available through the Host Geek web site or sites or products related to Host Geek services, may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

Host Geek management may make improvements and/or changes to its service at any time.

By completing the account sign up form and clicking the submit button you specifically agree that Host Geek shall not be responsible for unauthorized access to or alteration of your data, any material or data sent or received, or any transactions entered into through the services provided by us.

You specifically agree that Host Geek is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Host Geek is not responsible for any content sent using and/or included in the services provided by them, by any third party.

### **22. Indemnification**

You agree to indemnify and hold Host Geek, its parent, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the services provided by them.