

HOSTING TERMS AND CONDITIONS

Web Set Go is the registered trading name and trademark of Acquaint Pty Ltd ABN 99081829709 (referred to throughout as 'supplier' 'we' 'our' or 'us'). The client may be referred to as 'you' 'your' or the 'client' or 'customer.'

Our terms and conditions are comprised of several documents combined being (a) General Terms & Conditions; (b) your quote/proposal (c) the specific Terms and Conditions for your service and (d) any applicable third party supplier or governing body's terms & conditions. Our support website contains the latest versions and all our terms and conditions, please refer to it regularly for updated & changes. <http://support.websetgo.com.au/downloads.php>

Use of our services (referred to throughout as 'hosting', 'email', 'obligation' or 'service') indicates your agreement to all our terms and conditions.

1. Hosting License

High performance servers permanently connected to the internet and stored in purpose built failsafe datacenters are used to store files, email and websites. This service is called 'hosting.'

Clients agree that hosting is not property and the availability is only licensed.

2. Hosting Plans

Acquaint Pty Ltd reserves the right to offer hosting services using different combinations ('plans') of server resources including; software, processor cores, memory, storage and bandwidth.

Acquaint Pty Ltd reserves the right to change the price and the specifications of the plans without notice only at the end of each billing period.

3. Excess Resources

The Client agrees to pay for any hosting resources (as specified above) used over and above the allocated amount included in the contracted plan (referred to as 'excess').

The client agrees to pay for excess at the following monthly base rates: \$2/Gb bandwidth, \$10/core, \$10/Gb memory, \$5/Gb storage.

Acquaint Pty Ltd reserves the right to charge for excess at the rate of the day determined by their third party supplier.

2. Contractual Obligation

Clients agree that a hosting contract (or 'obligation') is for a fixed period from one (1) year to five (5) years.

When no period is specified by the client, Acquaint Pty Ltd reserves the right to contract the hosting for the minimum period. Clients agree to be obligated to the hosting service for the entire contracted period.

Acquaint Pty Ltd will recommend plans that are a reasonably fit for the purposes specified by the client. Clients agree to select an applicable hosting plan to begin their obligation.

Clients can request to upgrade or downgrade their hosting plan during the term of the obligation. Acquaint Pty Ltd reserves the right to charge a fee for each transfer comprising of an amount equal to the standard setup fee of the new plan.

Unless otherwise requested, clients agree that the hosting contract is subject to automatic renewal at the end of the period, without notice and for the same period and plan as the previous obligation.

3. Periodical Billing

Clients agree that hosting is billed for a reoccurring period from one (1) month to twelve (12) months throughout the entire obligation.

Unless otherwise requested, the client agrees to be billed for the shortest available period.

Clients agree that hosting, and associated services are always due in advance of the recurring billing date.

Acquaint Pty Ltd reserves the right to issue an invoice for each period up to ninety (90) days in advance the recurring due date.

4. Cancellation

Clients agree to pay a cancellation fee should they choose to cancel active hosting contract or accepted quote or agreed hosting proposal.

We reserve the right to charge a fee comprising half of the remaining value of the obligation.

Cancellation fees cannot be transferred, they are used to cover our damages, costs & losses.

5. Additional Charges

Acquaint Pty Ltd reserves the right to also charge for the following purposes; setup, configuration, migration and support.

6. Payment Terms

Acquaint Pty Ltd reserves the right to provide extended payment terms to selected clients for the first billing period and these invoices will be due within seven (7) days from issue.

Clients agree to pay all invoices in full within seven (7) days of issue.

Clients agree to provide credit card details for automated billing of hosting.

Clients agree to notify our accounts departments by email accounts@websetgo.com.au immediately a payment has been made.

7. Late or Non Payment

Clients agree that if an invoice is not paid by the due date then that specific hosting service will be suspended until paid.

Acquaint Pty Ltd reserves the right to charge a reactivation fee of \$35 for each suspended service.

8. Storage Data Retention

At all times, you shall bear full risk of loss and damage to your website and all of your website 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 website content displayed, linked, transmitted through or stored on the Server. You shall be solely responsible for undertaking measures to:

(a) prevent any loss or damage to your website content; (b) maintain independent archival and backup copies of your website content; (c) ensure the security, confidentiality and integrity of all your website content transmitted through or stored on our third party providers' servers; and (d) ensure the confidentiality of your password.

Our third party providers' servers are not an archive and our third party providers nor ourselves shall have any liability to you or any other person for loss, damage or destruction of any of your content.

Email alone is not an archival service. You are solely responsible for maintaining independent back-up copies of your emails. Our third party providers perform daily disaster recovery backups on the

entire email platform for restoration in the event of a disaster. Individual mailboxes cannot be restored because of this backup process.

We use best efforts to maintain backups of all Our third party providers' products services, however we cannot guarantee backup restores for individual websites, databases or email.

A fee of \$240.00 per 30-minute period will apply for any requested restoration of individual websites, virtual server's or databases.

9. Maintenance of Hardware and Network

Our third party providers will maintain and support Hardware in accordance with best industry practice or, where applicable, vendor specifications.

Our third party providers will perform all regularly scheduled maintenance to maintain Hardware and the network outside Business Hours.

Our third party providers may substitute, change or modify the Hardware at any time, but shall not thereby substantially alter the technical parameters of the Services without the prior approval of Customer unless the effect of the substitution, change or modification is to enhance the capacity or specifications of the Hardware.

Acquaint Pty Ltd will provide technical support by enabling customers to email a dedicated email address support@websetgo.com.au. Customers acknowledges that technical support is limited to hardware/network failures and utilities provided by Acquaint Pty Ltd.

Acquaint Pty Ltd reserves the right to charge for all support provided by our staff for issues outside of our own hardware/network failures.

10. Acceptable Use

Clients acknowledges and agrees that it is solely responsible for all information, material, content or data of any postings, data or transmissions utilising the services or any other use of the services by Customer or User.

Clients agree that the hosting will not infringe the legal rights (including, without limitation, the intellectual property rights) of any third party and you will only use the services for lawful purposes. You will ensure that hosting does not interfere with other users of the internet including disseminating unwanted email (SPAM).

Clients acknowledges that Acquaint Pty Ltd has the right to remove content in accordance with the terms of this policy, including without limitation and without notice to client any content deemed by it in its sole opinion to breach or offend its acceptable use policy, or to suspend services or disconnect or deny access to services if in its sole opinion it deems content to breach or offend its acceptable use policies.

Clients covenants and agrees that it will at all times observe and comply with and not breach usage limitations, including bandwidth, traffic (inbound, outbound and aggregated), data storage and backup, server resources and mailboxes, applicable to the plan chosen by the Customer. Customer also agrees and covenants that it will not use the Services in an excessive or unusual way.

Clients acknowledges that Acquaint Pty Ltd is entitled to suspend or cancel Services, permanently or temporarily, if client breaches our agreement, and that if at any time Acquaint Pty Ltd does suspend or cancel the Services, the Customer remains liable for any charges incurred:

- (a) through excessive or unusual usage; and
- (b) where the suspension is temporary, during such suspension.

Clients agree to comply with any orders of any authority having jurisdiction in relation to the hosting services.

11. Indemnity Addition

Clients agrees to and shall hold harmless and indemnify Acquaint Pty Ltd and our third party suppliers against any loss, expenses, liability, damages or claim made against it by any party whatsoever (including without limitation client, a user or any party claiming through client) which we may suffer, directly or indirectly, resulting from or arising out of client's or user's breach of the Acceptable Use Policy or the misuse or abuse of the hosting services in any way whatsoever by client or any user.

12. Third Party Conditions

Acquaint Pty Ltd reserves the right to resell technology to fulfill our contract with the client.

Clients agree that these services are protected by a mixture of third party commercial licenses and conditions of use.

Clients agree to familiarise themselves with and operate consistent with these conditions.

As the final user of the works, clients agree to operate consistent with all applicable conditions including those supplied below and listed on our support website.

Websites: <https://www.conetix.com.au> Email:
<http://www.ezyreseller.com.au/terms-policies.php>

13. Survival

You agree that the following specified sections shall survive any termination or expiration of this Agreement: 4.Cancellation, 11. Indemnity Addition.

14. Errors & Omissions Excepted

You agree all items published by 'us may contain errors and omissions and are subject to correction without notification.