

AISweb Terms of Service - v 1.0

Australian Internet Solutions/AISweb provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you.

Server Restore - Back Ups

Australian Internet Solutions/AISweb is not responsible for the restoration of data to the server.

It is the clients responsibility to do all back ups of their site.

We strongly recommend that you keep copies of your data off-site for emergency purposes. If hardware failure and data loss occurs, you the client are responsible for data restoration. Australian Internet Solutions/AISweb shall not be liable for loss of data under any circumstances. If, in the unfortunate event, something happens to your files, it is your responsibility to have a local copy of your files. We are NOT held liable in any way for any files, money, time, effort, etc... lost due to this unfortunate event.

If your files are lost, we will attempt to restore them as a gesture of good faith, but make no promises whatsoever about whether the files will be brought back successfully or not. Again, back ups are the client's responsibility.

Hacking events

Hacking of websites, usually by autonomous malware is an increasing problem.

Each attack is different and time spent can vary. AISweb will charge a fixed fee of \$150 inc GST for investigation and removal of hacked files.

Prevention is better than cure

- * Run AntiMalware checks on your computer regularly.
- * Use strong passwords - change them often.
- * Never open an email attachment unless you know the sender.
- * Make sure your Joomla or Wordpress is the very latest version.
- * Make sure any software plug-ins are the very latest versions.

Contact Us for more security advice.

Websites We Build For You - 12 Months Guarantee

Fully guaranteed for 12 months from completion date. This includes;

- * Applying any WordPress or Joomla updates within version. E.g. version 3.7.1 to 3.7.5
- * Does not include new versions e.g. 3.7 to 3.8 as this may require major work.
- * Apply new versions of any Plug-ins
- * Resolve any bugs or other issues which may arise.

Beyond the guarantee period;

- * We will undertake WordPress and Joomla upgrades at cost.
- * We will investigate any issues and give best possible value in our work.
- * We're very happy to provide free advice and estimates.

Acceptable Usage Policy

Australian Internet Solutions/AISweb is dedicated to providing an all-round top quality service. The terms and conditions which follow are necessary to ensure that we may continue to provide the best possible service to all of our customers whilst at the same time satisfying our legal and ethical responsibilities.

Failure to follow any term or condition will be grounds for immediate account deactivation without notice. Australian Internet Solutions/AISweb will be the sole arbiter as to what constitutes a violation of any of these provisions.

Activity which results in the suspension or deactivation of an account will result in a forfeiture of all fees paid. Complaints made regarding abuses of an account will be investigated and if found guilty will be grounds for immediate suspension.

To report suspected abuses or any violations of these policies, please contact us.

Illegal Usage

Australian Internet Solutions/AISweb servers may be used for lawful purposes only.

Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited.

This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots.

The subscriber to Australian Internet Solutions/AISweb service agrees to indemnify and hold harmless Australian Internet Solutions/AISweb from any claims resulting from the use of the service that damages the subscriber or any other party.

Australian Internet Solutions/AISweb will be the sole arbiter as to what constitutes a violation of this provision.

Adult Content

We do not accept web design work connected with adult sites, nor will we host sites containing adult content.

Security

Violations of system or network security are prohibited, and may result in criminal and civil liability.

Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Server Resources

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra for a dedicated server / semi-dedicated server (which depends on the resource needed) or reducing

the resource used to an acceptable level. Australian Internet Solutions/AISweb shall be the sole arbiter of what is considered to be a high server usage level.

Chat Rooms

Australian Internet Solutions/AISweb does not provide nor allow chat rooms on shared hosting environments. You may elect for a Dedicated Server to run a chat room efficiently

Background Running Programs

Australian Internet Solutions/AISweb does not allow background Daemons such as IRC bots; eggdrop; BitchX; XiRCON; and any other program that interferes with normal server operation.
IRC

Australian Internet Solutions/AISweb does not allow IRC or IRC bots to be operated on our servers.

Client Responsibility

The client is responsible for all activity originating from the account. The client is responsible for securing their username/password. The client assumes responsibility for all material on their site that may be put on by a third party.

UCE (Unsolicited Commerce Email) - SPAM

Spamming, or the sending of mass unsolicited email, from or through a Australian Internet Solutions/AISweb server or using an email address that is maintained on a Australian Internet Solutions/AISweb machine is STRICTLY prohibited.

Australian Internet Solutions/AISweb will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channelling activities through a Australian Internet Solutions/AISweb server as a mail drop for responses, you are in violation.

Violators will be assessed a minimum of \$200.00 fine and will face an immediate suspension.

Server abuse

Any attempts to undermine or cause harm to a Australian Internet Solutions/AISweb server or a customer of Australian Internet Solutions/AISweb is strictly prohibited.

Any sub-networks of Australian Internet Solutions/AISweb and dedicated servers must adhere to the above policies. The failure to meet or follow any of the above guidelines are grounds for account deactivation. We reserve the right to remove any account without prior notice.

Software Distribution

Australian Internet Solutions/AISweb shared Web Hosting accounts are not to be used for the purposes of distributing software and multimedia products.

Multimedia Files

Multimedia files are defined as any graphics, audio, and video files. Australian Internet Solutions/AISweb Web Hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files.

Any website whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using an unusual amount of multimedia files.

Any site that is deemed to be using an unusual amount of multimedia files or using a high amount of server resources will be given an option of either paying extra for a dedicated server / semi-dedicated server (which depends on the resource needed) or reducing the resource used to an acceptable level.

Australian Internet Solutions/AISweb shall be the sole arbiter of what is considered to be a high server usage level.

Domain Names

Australian Internet Solutions/AISweb will take necessary steps to register domain names on behalf of the client when requested. However, clients are responsible for renewing their domain names.

Australian Internet Solutions/AISweb does not take responsibility for failing to renew domain names. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire.

We do not handle renewals unless specifically asked by you.

Actions Taken by Australian Internet Solutions/AISweb

The failure by a customer to meet or follow any of the above policies/terms is grounds for account deactivation.

Australian Internet Solutions/AISweb will be the sole arbiter as to what constitutes a violation of the AUP. Australian Internet Solutions/AISweb reserves the right to remove any account without prior notice.

When Australian Internet Solutions/AISweb becomes aware of an alleged violation of its AUP, Australian Internet Solutions/AISweb will initiate an investigation. During the investigation, Australian Internet Solutions/AISweb may restrict a customer's access in order to prevent further potentially unauthorized activity.

Depending on the severity of the violation, Australian Internet Solutions/AISweb may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies.

If such violation is a criminal offense, Australian Internet Solutions/AISweb will notify the appropriate law enforcement authorities of such violation.

Australian Internet Solutions/AISweb does not issue credits for outages incurred through service disablement resulting from AUP violations.

Australian Internet Solutions/AISweb customers agree to indemnify and hold harmless Australian Internet Solutions/AISweb from any claims resulting from the use of our services that damages them or any other party.

The Australian Internet Solutions/AISweb service is provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Australian Internet Solutions/AISweb expressly disclaims any representation or warranty that the Australian Internet Solutions/AISweb service will be error-free, secure or uninterrupted.

No oral advice or written information given by Australian Internet Solutions/AISweb , its employees, licensors or the like, will create a warranty; nor may you rely on any such information or advice.

Australian Internet Solutions/AISweb and its partners and suppliers will not be liable for any cost or damage arising either directly or indirectly from any transaction or use of the service.

Modification

Australian Internet Solutions/AISweb reserves the right to add, delete, or modify any provision of this Policy at any time without notice.

Refusal Of Service

We reserve the right to refuse, cancel, or suspend service at our sole discretion.

Use of Australian Internet Solutions/AISweb Service constitutes acceptance and agreement to Australian Internet Solutions/AISweb AUP (Acceptable Use Policy) as well as Australian Internet Solutions/AISweb TOS (Terms of Service).

From herewith in this TOS, AUP, and SLA, the usage of “us”, “we”, “our”, “ours” shall constitute reference to Australian Internet Solutions/AISweb , the usage of “you”, “your”, “they”, “them” shall refer to client / customer of Australian Internet Solutions/AISweb.

Acceptance of Contractual Agreement

1. Client agrees that by placing an order either by means of electronic ordering (web order form) or submitting a written or email request, and receipt of such order by Australian Internet Solutions/AISweb , that you are agreeing to our TOS. No Modifications of said contract by customer is allowed.

2. Australian Internet Solutions/AISweb will provide, and Customer will purchase and pay for, the Services, and service fees specified in the Order for the applicable Service Description.

Customer acknowledges that the service, and service fees have been communicated to the customer, and that they are aware of all applicable charges as per contract and TOS. Customer also understands that any promotional offers unless specified in contractual terms will not be applicable to their individual service.

What may not be hosted on our network

Illegally posted materials will not be tolerated on our network. These include

- Copyrighted Software
- Pornography
- Any content deemed offensive by us
- Credit Card Fraud Information
- Copyrighted media, includes but not limited to: Video, Music, TV, Radio.

If you find any of the above materials hosted on one of our web servers, please contact us.

Additionally, we reserve the right to ban the use of applications which allow the proliferation of unsolicited email from our network, or which decrease the performance of our servers thus bearing on the quality of service we may provide to other customers.

Network Uptime

Network Uptime is the total time in a calendar month that Australian Internet Solutions/AISweb network is available through the Internet, provided that Client has established connectivity. Australian Internet Solutions/AISweb takes responsibility for Network availability within their network, however, we cannot be held liable for upstream problems, outside of our network.

Scheduled Downtime

Scheduled Downtime is any Australian Internet Solutions/AISweb scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service.

Payments and fees

Australian Internet Solutions/AISweb does not give credit. All products and services must be pre-paid in full. Establishment of our services is contingent upon receipt of payment from Customer to Australian Internet Solutions/AISweb.

Payment for recurring services such as (yearly website hosting plans, domain name registration, yearly website maintenance plans, email hosting plans or anything that is paid for on a recurring basis) must be paid for in full prior to the anniversary date.

Unless written notice cancelling recurring services is received within 15 clear days of the anniversary date of the recurring services it will be deemed that the customer has accepted renewal of the services for the period originally purchased.

Payment for website design services must be accompanied by a minimum deposit of 50% of the quoted price. Payment in full is required when project is completed.

Non Payment - Late Payment

Australian Internet Solutions/AISweb may temporarily deny service or terminate this Agreement upon failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, or any collection fees.

Payment is due on a defined monthly/yearly recurring billing date of each month/year. Credit cards that are declined for any reason are subject to a \$50.00 declination fee.

Service will be interrupted on accounts that reach 10 days past due. Service interrupted for non-payment is subject to a \$50 reconnect charge.

Accounts not paid by due date are subject to a 10% late fee per month.

Accounts that are not collectable by Australian Internet Solutions/AISweb will be turned over to an outside agency for collection. If your account is turned over for collection, you agree to pay

all outstanding amounts plus a "Processing and Collection" fee that will be charged by the outside agency and a court rate of interest.

Account Cancellation

All requests for cancelling any service / services must be made in writing with at least 15 days clear notice prior to the anniversary date via email.

Don't forget to include your domain name, and name in your correspondence.

Refunds and Disputes

All payments to Australian Internet Solutions/AISweb are non refundable. This includes any set-up fees, monthly and annual fees regardless of usage.

All billing disputes must be reported within 30 days of the time the dispute occurred. Disputed charges to your credit card issuer, also known as charge backs, in Australian Internet Solutions/AISweb discretion which is valid, under the terms and conditions of our TOS, will result in service interruption, and reconnection fees to restore the desired service.