

# **eStorm Australia Pty Ltd Hosting Terms and Conditions and Service Level Agreement.**

## **Definitions**

In order to be user of eStorm Australia's hosting services, you must agree to the following terms and conditions.

The following terms of business apply to hosting services to be provided by eStorm Australia to you (the client). Server means the computer server equipment operated by us in connection with the provision of the Services. Web Site means the area on the Server allocated by eStorm Australia to you for use by you as a site on the Internet. Secure Web Page means the Web page operated and located on the Server which allows you to collect credit card details in a means that is difficult for other people to view the page when it is loaded, because the page is encrypted.

1. You are responsible for maintaining insurance cover in respect of any loss or damage to data stored on the Server. You warrant to us that you will only use your assigned Web Site for lawful purposes. You further warrant and undertake to us that:
  - a. You will not, nor will you authorise or permit any other person to, use the Server in violation of any law or regulation.
  - b. You will not knowingly or recklessly post, link to or transmit any material:
    - i. That is unlawful, threatening, abusive, harmful, malicious, defamatory, violent or teaching violence, obscene, pornographic, profane or otherwise objectionable in any way; or
    - ii. Containing a virus or other hostile computer program; that shall constitute or encourage a criminal offence, give rise to civil liability or that violates or infringes any trademark, copyright, other intellectual property rights or similar rights of any person under the laws of any jurisdiction; and
  - c. You will conform to the standards made available by us from time to time and will not yourself, or end users, make excessive or wasteful use of the Server to our detriment or that of our other customers. eStorm Australia reserves the right to suspend your service at the time-of-service abuse without prior notification, and to terminate post three events of suspension of the service as a result of ongoing lack of resolution of the issue associated.
2. You warrant, undertake and agree that:
  - a. Any transactions within your Web site which are contracts for the sale of goods or services, will be between you as the merchant and your end-user customer, and you agree that we may include an exclusion of our liability in respect of such purchases and transactions in such form as we deem

appropriate.

- b. The information contained within your Web Site will comply with all applicable laws, and codes of practice governing the use of web sites and related services, including, without limitation, those laws and/or codes of practice governing distance selling and data protection from time to time in force.
  - c. you will keep secure any identification, passwords and other confidential information relating to your account, and you will notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your password information. Notwithstanding such notification, you will be liable for all uses of your account (and Web Site) notwithstanding any fraudulent or improper use of your password or any other access to any of the facilities we offer, which is not unauthorised use or access by us.
3. You will ensure that all software and operating systems are fully supported for security patches, and has all critical patches applied within forty-eight (48) hours of release if you operate an unmanaged server on our infrastructure. If you do not have the required skill to perform the updates, you will need to employ the services of a Web Developer who is able to assist.
4. Whilst we shall use reasonable endeavours to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorised users or hackers.
5. We do not warrant whatsoever that our malware protection services will stop all threats from reaching your computer network. We make no warranty that the service will be error free or free from interruption of failure.
6. The hosting service plan's disk space pertains only to files required for the normal operation of your website, and which are linked to in that website.
7. Furthermore, you warrant to eStorm Australia Pty Ltd that any content published to your file space, either directly or user uploaded via your website, that you hold all rights to publish and distribute such material and that specifically you do not violate the rights of any third party. Any site hosting material such as music, video or pictures that does violate the rights of any third party, may be suspended or terminated at the sole discretion of eStorm Australia Pty Ltd.
8. All hosting plans are subject to general resource and usage monitoring. The following usage items are expressly prohibited:
  - a. Any action or process that unreasonably consumes resources degrading the shared environment for other users is subject to review. This includes, but is not limited to, execution of scripts (PHP, ASP.NET, CGI/PERL) FTP, HTTP, database connections, crypto and the like.
  - b. Running standalone, automated server-side processes including, but not limited to any daemon.
  - c. Running any bit torrent application, tracker or client.

- d. Participating in file sharing or other peer to peer sharing activity.
  - e. Executing any script for longer than 180 seconds.
  - f. Executing any database query that takes longer than 30 seconds to complete.
  - g. Specifying cron tasks that execute more frequently than every 300 seconds.
9. Scheduled outages: From time-to-time, upgrades to hardware and or software may be required, and such upgrades will be performed outside of business hours. The client will be notified as far as practicable in advance of such upgrades. Scheduled outages under normal conditions should not exceed 10 hours per year.
10. eStorm Australia guarantees that your website and/or hosted server will be up and running at least 99.9% of the time during any 12-month period. This guarantee includes network uptime, server uptime, web server and service uptime. It does not cover any areas where eStorm Australia has no direct influence, such as backbone provider failures, fibre-optic main line cuts, DNS or Registrar issues with subscriber's domain name, routing issues between subscriber location and eStorm Australia data centre. The uptime guarantee is also not applicable if the service interruption was caused by external issues such as Acts of God, Wars or any other natural or unnatural events that eStorm Australia cannot directly influence.