

TERMS AND CONDITIONS - WEB HOSTING

Creaware Pty Ltd (Creaware) provides Internet services to a global market of customers. As such, we have responsibilities consisting with the use of our servers and equipment involved in providing these services. To meet our responsibilities to our customers and to ensure each of our customers receives the quality of service that is being paid for, we have to maintain several policies.

Creaware agrees to provide, and Client agrees to receive, access to the Web Hosting and related Services according to the Terms and Conditions as outlined below. By obtaining and continuing to use our service, you are agreeing to all of the Creaware policies. Please be aware that these policies may change at anytime without advanced notice. If you have any questions, comments, or concerns with any of our policies, please contact us. We are happy to explain the reasons for any of our policies because they are in place to ensure a quality service for your site on our servers.

1.0. GENERAL

1.1 The Client is the person or entity who is applying to receive, or who is receiving, Web Hosting Services from Creaware

1.2 The Web Hosting Service is provided on an "as is, as available" basis. Creaware gives no warranty, express or implied, for the Web Hosting Services provided. This 'no warranty' clause expressly includes any reimbursement for losses of income due to disruption of services by Creaware or its providers beyond the fees paid by the client to Creaware for services.

1.3 Use of any information obtained by way of Creaware is at the Client's own risk, and Creaware holds no liability for such use.

1.4 Creaware is not responsible for any damages arising from the Client's use of Creaware or by the Client's inability to use the Web Hosting services for any reason.

1.5 While Creaware shall make every reasonable effort to protect data stored on Client's Server(s), Creaware is not responsible for Client's data, files, or directories residing on Creaware's equipment. The client is solely responsible for maintaining data, file, and directory structure backups.

1.6 The customer is required to provide Creaware with correct and up to date contact details for billing and technical notification purposes. Creaware takes no responsibility for disruption to services due to inability to contact the customer.

2.0 PAYMENT

2.1 A specified amount of data transfer is included per month for each of the hosting accounts. Excess bandwidth will be charged at five cents (GST exclusive) per megabyte per month.

2.2 Payment can be by cheque, direct deposit or credit card and in accordance with the payment terms indicated on the Creaware invoice, which will be forwarded to the client by postal mail or electronic mail.

2.4 All hosting plans can be changed on a monthly basis and require payment in advance for one year.

2.5 For clients that have paid by cheque or money order:

2.5.1 Client will receive an invoice by postal mail or electronic mail no less than two (2) weeks prior to the due date of the invoice.

2.5.2 Where an invoice becomes more than 14 days overdue, the client's service will be automatically deactivated pending payment. A re-activation fee of \$60 will be applied to the client's account in addition to any outstanding amounts. Reactivation of service will only occur where the full amount, including reactivation fee(s), is paid.

2.6 Creaware reserves the right, in its sole discretion, to deactivate the client's Web Hosting account(s) upon an indication of credit problems including, but not limited to, delinquent payments.

2.7 For clients that have chosen to pay by credit card:

2.7.1 Client will receive an invoice by postal mail or electronic mail no less than two (2) weeks prior to the due date of the invoice.

2.7.2 If an alternate payment method is required, it is the client's responsibility to contact Creaware and provide notification to this effect.

2.7.3 Where an invoice becomes more than 14 days overdue, the client's service will be automatically deactivated pending payment. A re-activation fee of \$60 will be applied to the client's account in addition to any outstanding amounts. Reactivation of service will only occur where the full amount, including reactivation fee(s), is paid.

3.0 DOMAIN NAMES AND INFRASTRUCTURE

3.1 Creaware provides no warranty or guarantees that the specified domain name on the web hosting application form is or will be available for registration by you, the client.

3.2 Registration and ongoing use of a domain name are bound by the relevant naming authority's policies and procedures.

3.3 You, the client, agree to irrevocably waive any claims against Creaware that may arise resulting from the decision of a naming authority to refuse to register a domain name.

3.4 It is your responsibility to ensure that your Domain Name Licence is renewed. Creaware will accept no responsibility or liability for the renewal of your domain name under these circumstances.

3.5 The client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the Web Hosting Services. Creaware makes no representations, warranties, or assurances that the client's equipment will be compatible with Creaware's services.

4.0 INTERNET ETIQUETTE

4.1 Users of Internet and electronic forums should be considerate of the expectation and sensitivities of others on the network when posting material for electronic distribution. The network resources may not be used to impersonate another person or misrepresent authorisation to act on behalf of others or Creaware.

4.2 Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Creaware is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet or any other network Creaware or its customers may utilise.

4.3 Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. Creaware reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless Creaware from any claim resulting from the client's or another party's use of electronic mail service(s) on the client's Web Hosting account(s).

4.4 Using Creaware's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is strictly prohibited.

4.5 Using the Creaware network as a means to transmit or post defamatory, harassing, abusive, or threatening language is strictly prohibited.

4.6 Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available pyramid schemes, fraudulently charging credit cards, and pirating software is strictly prohibited.

4.7 Engaging in activities, whether lawful or unlawful, that Creaware determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations is strictly prohibited.

Creaware reserves the right, in its sole discretion, to suspend the client's services provided by Creaware - including but not limited to web hosting services, email accounts or others - without notice upon proof of breach of the clauses outlined in Section 5.0 of this agreement.

5.0 TERMINATION

5.1 The client may cancel the Web Hosting Services provided by Creaware upon the conditions that requests for cancellation are made in writing and sent to Creaware via postal mail to 8 Panton Spur Road, Healesville, Victoria 3777, Australia or, via electronic mail to hostmaster@creaware.com. Cancellation of any services will not take effect until such notice is received.

5.2 Within 2 business days of receipt of cancellation request, the service will be deactivated. The service (including any files, hosting space, databases or other related items) will be deleted from Creaware's servers 7 days after account/service deactivation. It is the responsibility of the client to ensure that all required data is backed up by the client prior to deletion.

5.3 Creaware reserves the right to suspend Web Hosting Services and any other services provided without notice for any unpaid or partially paid balances. The Client is responsible for any legal fees incurred during the collection of any unpaid amounts.

5.3 Spamming (the practice of sending unsolicited, unwelcome mass mailings to people) is strictly prohibited. Any client found to be Spamming will have their Web Hosting and any other services immediately terminated and find themselves billed for any unpaid balances as well as for any damages that occur as a result of the act of spamming.

6.0 AGREEMENT

6.1 Creaware reserves the right to modify these Terms and Conditions in any way and as required. Notice of such changes will be delivered to users via postings on Creaware Web Site only. Continued usage of Web Hosting Services indicates the client's acceptance of the Terms and Conditions in their amended form.

6.2 The client agrees that the above mentioned terms and conditions constitute the full and complete understanding between Creaware and the client of the obligations and responsibilities of both parties to the other.

END TERMS AND CONDITIONS