

## **SOUTHERN AURORA ADSL AND DOMAIN HOSTING TERMS AND CONDITIONS OF SERVICE**

The terms below are an important part of the service contract between you and Southern Aurora. The following words used in context of this Service Contract are defined as follows:

"Provider": The provider is "Southern Aurora " (Southern Aurora Web Designs NT, ABN 61 483 470 070, Australia)

"Client": The person or entity who is applying for services provided by "Southern Aurora Web Designs NT".

Upon paying the prescribed fee to the Provider, the provider (Southern Aurora) agrees to provide, and Client agrees to receive, access to the virtual server, web hosting or dialup services according to the following terms and conditions:

1. The Client will use the virtual server or web hosting and ADSL / dialup services in a manner consistent with any and all applicable laws of the Northern Territory and the Australian Federal Government.
2. Provider reserves the right, in its sole discretion, to deactivate the Client's virtual server, web hosting, ADSL or dialup account(s) upon an indication of credit problems including overdue payments or if this service contract is violated. The client is not allowed to resell web space within the web space allocated to the client and provider reserves the right to disable an account or some of its files or directories if client violates this policy.
3. Although all care is taken to prevent disruption of services, the provider service is provided on an "as is, as available" basis. The provider gives no warranty, expressed or implied, for the virtual server services provided, including, without limitation, warranty of merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of service by provider or its providers beyond the fees paid by client to provider for services. Notices of changes to the service causing outage will be posted on the providers web site.
4. ADSL / Dialup Services are provided by the Provider on an "as is" basis. The Client agrees to pay all charges associated with the use of Dialup Services.
5. The client agrees to pay all charges in relation to web hosting. A minimum charge applies to all accounts (3 Months x current monthly fee). All accounts not paid by "due by" date on invoice (Payment must be received by the provider by the "due by" date) will be disabled. If payment has still not been received by the seventh (7th) day after "due by" date, the account will be referred to a debt collection agency and any fees incurred by this will be passed onto clients account. If an account is disabled, it will, at the discretion of the provider, incur a re-connection fee.
6. Provider is not responsible for any damages arising from Client's use of equipment or by Client's inability to use the services (eg. Web hosting, ADSL or dial up services, virtual server) for any reason.
7. While Provider shall make every reasonable effort to protect and backup data for Client on a regular basis, Provider is not responsible for Client's data stored with Provider. Client is solely responsible for independent backup of data stored on Provider.  
Security of all data stored on Southern Aurora Servers for the purpose of Web Site Publication, Email or Off Site Data backups is the sole responsibility of the Client.
8. Client hereby agrees that any material submitted for publication on provider through client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything malicious or harmful. Any potentially illegal activity may be deactivated without warning by the provider. Client hereby agrees to indemnify and hold harmless the provider for any claim resulting from the submission of illegal materials.

9. Client hereby agrees that any material submitted for publication on provider or through client's ADSL / dialup account(s) will not contain anything leading to an abusive or unethical use of the virtual server, web hosting or ADSL / dialup product(s) or the host server(s). Abusive and unethical materials and uses include, but are not limited to pornography, obscenity, spam email, violations of privacy, computer viruses, and any harassing and harmful materials or uses. Provider may or may not give notice before deactivating the use of an account(s) which the provider decides is an abusive or unethical use of services provided. Provider may charge a \$150.00 deactivation fee if clients violation leads to an account deactivation. Cases may be reported to the relevant authority.

10. Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network provider or clients may utilize.

11. Use of distribution lists via unsolicited electronic mail or other mass electronic mailings is strictly prohibited. The Provider reserves the right to deactivate the Client's servers or accounts upon an indication of such activity. Client hereby agrees to indemnify and hold harmless the provider from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Client's virtual server or Web hosting account(s). Provider reserves the right to charge a \$150.00 deactivation fee, if client's violation of provider's anti-spamming policy leads to an account suspension.

12. In the event it is necessary to refer any dispute to a solicitor, a collection agency, or resolve it in a court of law, then Southern Aurora Web Designs' NT will be entitled to an award of reasonable solicitor's fees, collection fees, and all costs associated with any legal action, whether or not a suit shall actually be filed. Place where the contract is signed and fulfilled shall be Darwin, Northern Territory, Australia.

13. Client acknowledges that there is NO cooling-off period! Once the service is ordered there are no refunds if the service contract is cancelled by client before the regular expiration date. All server, hosting and ADSL / dialup contracts are automatically renewed unless a written notice of cancellation has been given by either party at least two weeks in advance of the renewal date. If no correct notice of cancellation has been given, all contracts will automatically be renewed for another term under the same conditions. If an account is setup and the agreed fees are not paid, provider has the right to immediately close the account and to refuse service. In this case provider will bill client for \$129.00 for one hour of programming. Plus all outstanding charges according to the signed contract,

14. If a credit card payment is declined by the client's bank, there is a dishonored cheque or if service fees are not paid on time provider will charge a \$100.00 late fee per billing cycle. If client disputes justified charges by provider on his credit card, provider has the right to charge a \$50.00 administration fee and immediately discontinue service.

15. Provider maintains control and ownership of any and all I.P. numbers and addresses that may be assigned to Client and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses. Client shall keep the right to use the clients own domain name even if client is the owner of that domain and changes providers.

16. The Provider may from time to time, review any or all charges. The client further agrees that the name, as it appears on the application(s) for services provided by Southern Aurora and/or Domain Name Registration(s), is the name of the client that will be responsible for all account charges and any other matters that may arise from the use of services provided by Southern Aurora.

17. Upon entering into a web hosting, ADSL or dialup agreement with the Provider, the Client or a person duly authorized acknowledges, accepts and agrees to the above conditions of use. The client further agrees that the name, as it appears on the application(s) for services provided by Southern Aurora and/or Domain Name Registration(s), is the name of the client that will be responsible for all account charges and any other matters that may arise from the use of services provided by Southern Aurora..



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## TERMS OF CONTRACTED SERVICES

Domain hosting	Minimum 6 months
Domain Hosting Renewals	Minimum 6 Months
Domain Name Registrations	Minimum 2 Years.
ADSL Services	Minimum 6 Months
ADSL Renewals	Minimum 3 Months

