

HSJ.HOST Hosting Agreement for WordPress and Shared Hosting Services

Introduction:

This Hosting Agreement ("Agreement") governs the use of WordPress and Shared Hosting services provided by HSJ.HOST ("Company", "we", "us", "our"). By utilizing these hosting services, you ("Customer", "you", "your") agree to adhere to the terms and conditions outlined in this Agreement.

1. Service Overview:

HSJ.HOST offers WordPress and Shared Hosting services, allowing customers to host websites, databases, and other related digital assets on our servers.

2. Service Commitments:

- ☐ **Uptime Guarantee:** We commit to a 99.9% uptime guarantee for our hosting services.
- ☐ **Performance:** We strive to maintain optimal server performance, though we do not guarantee specific load times.
- ☐ **Security:** Regular security patches and updates will be applied to maintain the integrity of our servers.

3. Account Setup and Content Management:

- ☐ Customers are responsible for setting up their hosting account and managing their content.
- ☐ It's the customer's responsibility to ensure that the content hosted complies with all applicable laws and regulations and does not infringe on any third-party rights.

4. Data Backup:

- ☐ While we may provide tools for data backups, customers are ultimately responsible for their data backups and should not rely solely on the company's backup solutions.
- ☐ Customers are encouraged to regularly back up their data to prevent data loss.

5. Fair Use Policy:

- ☐ Customers should not utilize resources, including bandwidth, storage, and CPU, in a manner that adversely affects other customers or the overall performance of our servers.
- ☐ Any activities deemed as excessive use may result in account suspension or additional charges.

6. Prohibited Activities:

- ☐ Hosting or distributing malicious content, including malware and phishing pages.
- ☐ Hosting content that violates copyright, trademark, or other intellectual property rights.
- ☐ Engaging in activities that compromise server security.

- ☐ Hosting content or engaging in activities that are illegal or discriminatory.

7. Technical Support:

- ☐ We provide technical support related to hosting account setup, server issues, and other hosting-related queries.
- ☐ Support for third-party applications, themes, or plugins is provided on a best-effort basis.

8. Termination:

- ☐ Accounts found violating this Agreement may be suspended or terminated without prior notice.
- ☐ Customers may terminate their hosting services by providing written notice in accordance with the cancellation policies.

9. Limitation of Liability:

- ☐ HSJ.HOST will not be liable for any indirect, incidental, special, or consequential damages resulting from the use or inability to use our hosting services.
- ☐ Our total liability under this Agreement shall not exceed the amount paid by the customer for the hosting services.

10. Changes to the Agreement:

HSJ.HOST reserves the right to modify this Agreement at any time. Customers will be notified of any significant changes. Continued use of our hosting services indicates acceptance of the revised terms.

11. Governing Law:

This Agreement is governed by the laws of the Commonwealth of Australia. Any disputes arising from this Agreement will be resolved under the jurisdiction of Australian courts.

By using our WordPress and Shared Hosting services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Hosting Agreement.