

## HSJ.HOST Terms of Service

### *Introduction*

Please read these Terms of Service ("Terms") carefully before using any services ("Services") offered by HSJ.HOST ("Company", "we", "us", "our"). By accessing or using any of the Services, you agree to be bound by these Terms.

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### *1. Services Covered*

This agreement applies to the following services:

- ☐ Domain Registration and Management
- ☐ Shared Hosting
- ☐ WordPress Hosting
- ☐ Linux Cloud Compute
- ☐ Windows Cloud Compute
- ☐ Office365 Subscription and Management
- ☐ Web Design & Development
- ☐ SEO Services

## 2. Acceptance of Terms

By using any of the Services, you confirm that you have read, understood, and agreed to these Terms.

## 3. Modifications to Terms of Service

HSJ.HOST reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms of Service at any time without prior notice to you. It is your responsibility to review these Terms periodically for updates or changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the revised Terms.

- **Notification Methods:** While we are not obligated to, we may also choose to notify users of changes to these Terms via email or other means.
- **Effective Date:** Changes to these Terms are effective immediately upon posting on our website, unless otherwise indicated in the update.
- **Review Responsibility:** We recommend that you frequently review these Terms and any other applicable policies, including changes or updates, to understand the terms and conditions that apply to your use of the Services.
- **Acceptance and Consent:** Your continued use of the Services after any changes to these Terms constitutes your acceptance of the new or revised Terms. If you do not agree to abide by these or any future Terms, you must cease the use of the Services immediately.
- **Archived Versions:** For your convenience, the date of the last revision to these Terms will be indicated at the top of the page, and older versions may be made available in an archive section for your review.

## 4. Account Requirements and Eligibility

HSJ.HOST is an Australian-based company that provides Services to customers worldwide. To use our Services, you must meet specific criteria and agree to the following obligations:

- **Age Requirement:** You must be at least 18 years old to create an account and use our Services. This age requirement applies to customers both in Australia and internationally. By using the Services, you represent and warrant that you meet this requirement and possess the legal capacity to enter into these Terms.
- **Contact Information:** Accurate and up-to-date contact information is required for account creation and ongoing maintenance. This includes but is not limited to your full name, mailing address, phone number, and a valid email address. Failure to provide accurate contact information may result in account suspension or termination, regardless of your location.
- **Billing Information:** Accurate billing information is essential for account setup and must be maintained throughout the term of your Service. All transactions will be processed in Australian Dollars (AUD), unless otherwise noted.
- **Verification:** We reserve the right to request documentation to verify the accuracy of the information provided. This may include identification or business verification documents, in line with Australian regulatory requirements and international best practices. Failure to provide requested documentation may result in account suspension or termination.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and are fully accountable for all activities that occur under your account. You agree to promptly notify HSJ.HOST of any unauthorised use or other security breaches.
- **Multiple Accounts:** Unless explicitly permitted, you may not maintain more than one account without prior written consent from HSJ.HOST.

- **Compliance with Laws:** You must use the Services in compliance with all applicable local, state, national, and international laws and regulations, taking into account both Australian law and the laws of your jurisdiction.

## 5. User Responsibilities

As a customer of HSJ.HOST, which serves a global clientele while being based in Australia, you have certain responsibilities:

- **Content and Activities:** You are responsible for all content hosted and all activities conducted through your account. This includes ensuring that your content and activities comply with applicable laws and regulations in both Australia and your jurisdiction.
- **Legal Compliance:** You must adhere to all local, state, national, and international laws and regulations relevant to your use of our Services. This includes but is not limited to data protection laws, intellectual property laws, and export control laws.
- **Security Measures:** You are responsible for implementing reasonable security measures to protect your account and content. This includes safeguarding your account credentials and using robust security practices to prevent unauthorised access.
- **Notification of Unauthorised Use:** You are obligated to promptly report any unauthorised use of your account or any other breach of security to HSJ.HOST.
- **Service Limitations and Fair Use:** You agree to abide by any limitations on usage, storage, and other elements of the Service, as described in these Terms or as conveyed to you during the term of your Service.

By using the Services, you agree to uphold these responsibilities. Failure to do so may result in penalties, including but not limited to account suspension or termination, as governed by Australian law and applicable international laws.

## 6. Grounds for Account Termination

HSJ.HOST reserves the right to suspend or terminate your account without prior notice for violation of any of the following conditions. This applies to all customers, whether based in Australia or internationally:

- **Illegal Content:** Hosting content that is unlawful according to Australian law and/or the laws of your jurisdiction.
- **Unauthorized Software and Scripts:** Using warez, nulled systems, or any other unauthorized or pirated software.
- **Offensive Material:** Hosting content that includes pornography, hate speech, or any form of discrimination.
- **Intellectual Property Violations:** Hosting content that infringes on copyrights, trademarks, or other intellectual property rights.
- **Malicious Activities:** Engaging in activities that are harmful to the Services or any third party, including but not limited to, distributing malware, phishing, or engaging in a denial-of-service attack.
- **Excessive Resource Usage:** Consuming an unreasonable amount of resources, including CPU, memory, and network bandwidth, that has an adverse impact on the performance of our servers or other customers' services.

Violation of any of these conditions may lead to immediate account suspension pending further investigation. In severe cases, account termination may occur without the possibility of a refund.

Additionally, HSJ.HOST reserves the right to report illegal activities to Australian and relevant international authorities.

## *7. Service-Specific Guidelines*

HSJ.HOST offers a variety of services, each subject to its own set of guidelines. These guidelines are applicable to all customers, whether based in Australia or internationally.

- ❑ **Domains:** Standard domain registration and renewal practices apply, as governed by relevant domain name authorities. Clients are responsible for ensuring that domain names do not infringe on any trademarks or copyrights.
- ❑ **Hosting Services (Shared & WordPress):**
- ❑ Responsible usage is mandatory, meaning no activities that consume excessive server resources and negatively impact other clients.
- ❑ All content hosted must adhere to our acceptable use policy, as outlined in Section 6.
- ❑ **Cloud Compute (Linux & Windows):**
- ❑ Subject to additional policies, including acceptable use and data storage limitations.
- ❑ Clients are responsible for maintaining backups and implementing security measures on their cloud instances.
- ❑ **Office365:**
- ❑ Standard subscription and usage policies apply, as set forth by Microsoft.
- ❑ Clients are responsible for managing their own data and complying with data protection laws relevant to their jurisdiction.
- ❑ **Web Design & Development, SEO:**
- ❑ Services are non-refundable.
- ❑ Clients must provide content that is lawful and does not violate any copyrights or other intellectual property rights.
- ❑ SEO practices will be conducted in accordance with industry standards and will not involve any 'black-hat' techniques.

Violations of these service-specific guidelines may result in penalties, including but not limited to additional fees, service limitations, account suspension, or termination, as governed by Australian law and applicable international laws.

## *8. Payments and Renewals*

HSJ.HOST offers a range of services, each with its own billing cycle, which are detailed below. This is applicable to all customers, whether based in Australia or internationally.

- ❑ **Automatic Renewals:**
- ❑ All services provided by HSJ.HOST are set to renew automatically for your convenience. Renewal charges will be applied to the payment method on file.
- ❑ You will receive a renewal reminder email prior to the renewal date. It is your responsibility to review this and ensure that your payment information is up-to-date.
- ❑ **Payment Methods:**
- ❑ We accept payments through Stripe for credit card transactions and PayPal.
- ❑ Payments will be processed on the same day the invoice is due. If the payment attempt fails, a second attempt will be made 14 days later.
- ❑ **Late Payments:**

- ❑ Failure to make payment by the due date may result in late fees, as specified in your service agreement.
- ❑ Continued failure to meet payment obligations could lead to service suspension and eventually, account termination.
- ❑ **Suspension for Non-Payment:**
- ❑ Services may be suspended if payment is not received within a specified grace period after the due date. During suspension, access to the services will be restricted, and additional reinstatement fees may apply.
- ❑ **Refunds and Cancellations:**
- ❑ Some services may be non-refundable as specified in these Terms and your service agreement.
- ❑ For services that do allow refunds, these will be processed according to our Refund Policy.

By continuing to use our services, you agree to these payment and renewal terms and acknowledge that non-compliance may result in additional charges or service interruptions, as governed by Australian law and any applicable international laws.

### *9. No-Refund Policy (Australian Law Compliant)*

HSJ.HOST, an Australian-based company, offers a variety of services to customers both within Australia and internationally. Please read carefully our No-Refund Policy, which is in compliance with Australian Consumer Law.

- ❑ **All Sales Are Final:** Once a service is activated or renewed, no refunds will be issued, unless the service is faulty, not as described, or not fit for its intended purpose, as stipulated by Australian Consumer Law.
- ❑ **Non-Refundable Services:** All our services, including but not limited to hosting, domain registration, Cloud Compute, Office365, Web Design & Development, and SEO, are non-refundable unless they are faulty, not as described, or not fit for their intended purpose.
- ❑ **Account Termination:** If your account is terminated due to a violation of our Terms of Service, no refund will be provided, in accordance with Australian Consumer Law.
- ❑ **Payment Disputes:** Initiating a payment dispute or chargeback will not affect this policy and may result in account termination.
- ❑ **Service Changes:** Upgrading or downgrading your service does not make you eligible for a refund, in accordance with Australian Consumer Law.

By purchasing services from HSJ.HOST, you acknowledge and agree to this No-Refund Policy. This policy is governed by Australian law, and any disputes will be resolved under the jurisdiction of Australian courts.

### *10. Service Limitations*

HSJ.HOST offers a variety of services, each with its unique features and limitations. Please review the following service limitations carefully:

- ❑ **Unmetered Services:**
- ❑ While we may offer services described as "unmetered," this does not mean unlimited. The unmetered services are provided with the expectation of reasonable use.
- ❑ Any usage that significantly impacts the performance of the server or negatively affects other customers may result in service restrictions, additional charges, or account termination.
- ❑ **Free Domains:**

- ❑ We offer free domains with a 6-month service commitment. These domains are subject to a lock-in period of 6 months.
- ❑ If you cancel the associated service within the 6-month period, we reserve the right to retain ownership of the domain.
- ❑ Transfer of ownership of the domain to you will occur only after the 6-month commitment is fulfilled.
- ❑ **Resource Limits:**
- ❑ Certain services may have resource limitations, such as storage space, bandwidth, or CPU usage. Exceeding these limitations may result in additional charges or service restrictions.
- ❑ **Compliance with Policies:**
- ❑ All services must be used in compliance with our Terms of Service, Acceptable Use Policy, and any other relevant policies.
- ❑ **Technical Limitations:**
- ❑ While we strive for high uptime and performance, we do not guarantee uninterrupted service. We are not liable for any loss or damage incurred due to technical limitations or service interruptions.

By using our services, you agree to these limitations and acknowledge that exceeding these limitations may result in penalties, including but not limited to additional fees, service limitations, or account termination. This policy is governed by Australian law and any applicable international laws.

## 11. Customer Support

HSJ.HOST, based in Australia and serving customers worldwide, offers customer support to assist you with various aspects of our services. However, the scope of our support is limited as follows:

- ❑ **Primary Support Areas:**
- ❑ **Server Issues:** Includes downtime, errors, and other server-related issues that affect the accessibility or functionality of your services.
- ❑ **Billing Issues:** Concerns related to invoicing, payments, renewals, and other financial matters.
- ❑ **Control Panel Issues:** Problems related to the control panel, such as login issues, settings adjustments, and feature activation.
- ❑ **Secondary Support Areas:**
- ❑ While we may offer guidance for third-party applications, scripts, or services, such support is provided on a best-effort basis and is not guaranteed.
- ❑ **Exclusions:**
- ❑ We do not provide support for code debugging, custom software installation, or any other service or issue that falls outside the standard configuration of our services.
- ❑ **Support Channels:**
- ❑ Our primary support channels are email and support tickets. Any other means of communication, such as social media, are not considered official support channels.
- ❑ **Response Time:**
- ❑ While we strive for prompt responses, we do not guarantee specific response times. Priority is typically given to issues affecting service availability.
- ❑ **Language:**
- ❑ All support is provided in English unless otherwise stated.
- ❑ **Abuse:**
- ❑ Abusive behavior towards our support staff will not be tolerated and may result in account suspension or termination.

By using our services, you acknowledge and agree to these support limitations. Failure to adhere to these guidelines may result in limited access to support services, governed by Australian law and any applicable international laws.

## *12. Data Backup*

HSJ.HOST offers a variety of hosting and cloud services, both in Australia and internationally. While we take measures to ensure the integrity and availability of our services, users are ultimately responsible for their own data backups. Please consider the following:

- ☐ **User Responsibility:**
- ☐ You are solely responsible for performing and storing backups of your data. This includes websites, databases, and other files.
- ☐ **Backup Frequency:**
- ☐ It's recommended that you perform regular backups, the frequency of which should be determined by your specific needs and the critical nature of your data.
- ☐ **Data Integrity:**
- ☐ HSJ.HOST is not responsible for the completeness, integrity, or freshness of your backups. Ensure that your backup methods capture all necessary data and that you verify backups periodically.
- ☐ **Storage:**
- ☐ Store your backups in a secure and accessible location. It's advisable to keep multiple copies of backups in different locations to mitigate risks associated with data loss.
- ☐ **Data Loss:**
- ☐ HSJ.HOST is not liable for any data loss resulting from various factors, including but not limited to, hardware failure, data corruption, or human error.
- ☐ **Data Restoration:**
- ☐ In the event that you require data restoration and have not adequately backed up your data, recovery may not be possible or may incur additional fees.
- ☐ **Legal Compliance:**
- ☐ Ensure your backup methods and data storage comply with applicable data protection and privacy laws, both in Australia and in your jurisdiction if you're an international customer.

By using our services, you acknowledge and agree to these backup limitations and accept that failure to adhere to this policy may result in data loss for which HSJ.HOST will not be liable. This policy is governed by Australian law and any applicable international laws.

## *13. Indemnification*

By using HSJ.HOST's services, you agree to indemnify, defend, and hold harmless HSJ.HOST, its parent companies, subsidiaries, affiliates, officers, directors, employees, consultants, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising from or related to:

- ☐ Your use or misuse of our services.
- ☐ Violation of any laws or regulations, both within Australia and internationally.
- ☐ Infringement of intellectual property rights.
- ☐ Any other actions connected to your use of our services.

This indemnification obligation will survive the termination of your HSJ.HOST account and is governed by Australian law and any applicable international laws.

#### *14. Disclaimer of Warranties*

HSJ.HOST's services are provided "as is" and "as available," without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that:

- ☐ The services will meet your specific requirements.
- ☐ The services will be uninterrupted, timely, secure, or error-free.
- ☐ Any errors in the services will be corrected.

Your use of our services is at your sole risk. This disclaimer is governed by Australian law and any applicable international laws.

#### *15. Limitation of Liability*

To the fullest extent permitted by applicable law, HSJ.HOST shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- ☐ Your use or inability to use our services.
- ☐ Unauthorized access to or use of your account or data.
- ☐ Any other matter relating to the service.

This limitation of liability applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if HSJ.HOST has been advised of the possibility of such damage. This provision is governed by Australian law and any applicable international laws.

#### *16. Governing Law*

These Terms of Service, including any disputes arising from or related to them, are governed by and construed in accordance with the laws of the Commonwealth of Australia, irrespective of your place of business or residence. This applies to all users, whether based in Australia or internationally.

- ☐ **Jurisdiction:** You agree to submit to the exclusive jurisdiction of the courts located within Australia for the resolution of any disputes arising out of these Terms or your use of our services.
- ☐ **Conflict of Laws:** These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

#### *17. Miscellaneous*

- ☐ **Assignment:** You may not assign, delegate, or transfer your rights or obligations under these Terms to any third party without the prior written consent of HSJ.HOST. Any unauthorized assignment will be void.
- ☐ **Entire Agreement:** These Terms, along with any other legal notices and agreements published by HSJ.HOST, constitute the entire agreement between you and HSJ.HOST concerning your use of our services.
- ☐ **Waiver and Severability:** The failure of HSJ.HOST to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.



- **Amendments:** HSJ.HOST reserves the right to modify these Terms at any time. Your continued use of our services following any changes constitutes your acceptance of the new Terms.
- **Headings:** The section titles in these Terms are for convenience only and have no legal or contractual effect.

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as governed by Australian law and any applicable international laws.