# Host Geek Terms and Conditions

This Services Agreement (the "Agreement") contains the complete terms and conditions which govern your subscription of web hosting and other Internet-related services provided by Host Geek (the "Services").

This Agreement shall be construed in all respects in accordance with the laws of the state of Victoria, Australia applicable to contracts enforceable in that state.

As used in this Agreement, "us" and "we" means Host Geek, and "Customer", "you", or "your" means you. When placing an order on our website, by ticking the Terms and Conditions box, you acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Host Geek web site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Host Geek Site" refers to the Site located at the URL https://www.hostgeek.com.au, or any other successor Sites owned or maintained by Host Geek.

## 1. Service Sign-up

Upon signing up, your order will be processed upon passing of fraud checks. You are required to provide a valid e-mail address to be used for sending you important notices, and documents (invoices, support ticket updates, abuse complaints, etc.).

We will not be able to retrieve lost passwords. If you lose your password for your account or services, you can submit a ticket to have it reset. Non-valid e-mail addresses will result in account suspension.

## 2. Service Description and No Warranties of Service

Host Geek provides web hosting services through either shared accounts, virtual private servers (VPS), or dedicated servers that are leased out or owned by us. Our services are used to store data, more specifically "Web Sites", in order to transmit data or information "World Wide". Host Geek actively denies and rejects responsibility for any of the data sent out.

While Host Geek attempts to bring you the highest quality hosting service possible, Host Geek has no warranties of service expressed or implied, including that made for a particular purpose. Host Geek is unable to guarantee the integrity of any data stored or transmitted via the internet or through our systems. Host Geek is not liable for any claims of damage by the customer, including, but not limited to, damage of loss of every nature, caused by the loss of data, or through the inability to connect to the internet, or through the inability to send and receive data. This includes but not limited to, the hacking of your website, hardware failures, server faults, deletion of your account due to software faults, etc. You are solely responsible for making your own backups so that this can be prevented. We strongly urge all customers to implement their own backup strategy so that in the unlikely event of a system restore becoming necessary, our customers can be confident that they have a recent copy of their data. Host Geek will not be held liable in the event that we cannot restore or provide a backup to you for any reason.

## 3. Account Transfers

All account transfers through cPanel (depending on size) will be done, upon request, by you submitting a ticket to our Migrations support department which will need to include the account details of the server (we ask you change your password prior to giving out information). We will try our best to ensure a smooth transition, however since every hosting company is different, there may be some transfers where it will be impossible to transfer. Host Geek will attempt in all ways possible to transfer your site(s). All transfers must be done within 30 days. Any requests after 30 days will be charged at commercial rates, for account migration.

## 4. Indemnification

Customers shall Indemnify and hold harmless from all demands including, liabilities, costs, claims, attorney fees against Host Geek, its parent company or associated businesses, officers and employees, or any of its affiliates, resellers, other customers, etc. This means that the Customer will not hold us responsible for any liabilities arising out of any injury to people, damage done or loss caused by the use of our services. Customers are responsible for all material supplied by Customers who infringe or are allegedly infringing to a third party. Host Geek is not required to compensate or refund by any means.

## 5. Billing and Service Fees

Host Geek will bill you according to the timeframe you signed up with (Monthly, Quarterly, Yearly, etc.). You will be billed 14 days before the end of the period you have pre-paid. We will make every attempt to contact you which includes sending automatically generated invoice e-mails to remind you that you have outstanding balance to be paid; we may also phone or SMS text message you as a courtesy reminder if no response to emails is received and the account has past it's due date.

All accounts not paid within 5 days from the due date will be suspended. A late fee of $16.50 incl GST will be applied to accounts which are late by more than 3 days. After 5 days and on up to 15 days, your account will remain suspended and you will be allowed to request backups during this time by ticket support request at a fee of $27.50 incl GST each backup. After 15 days, your data is considered backed up, therefore granting us the right to terminate your account and you will still owe any late fees applied during this. You must cancel as per *Cancellations Section* (Section 7). Host Geek takes no liability for removing the Customer's data.

If 15 days after account termination your account remains unpaid all pending invoices will be followed up by our internal accounts department, following this outstanding accounts may be turned over to a third-party collections agency along with any legal fees and collection agency fees added to your pending invoice.

Host Geek accepts Credit Card, Pay Pal and Bank Deposit as methods of payment. All payments must be identifiable by Host Geek. Please include your full username, full name or invoice ID in the description of the payment when making a direct deposit.

In order to ensure that you do not experience any interruption or loss of service, Host Geek recommends payment be made by Credit Card AND storing these details on file. By storing your Credit Card details on file, you agree to future invoices being automatically charged to the stored Credit Card details on the invoice due date. Please note, you will continue to receive invoice reminders and have the option of cancelling any service (as per *7. Cancellations*) PRIOR to the due date.

All monetary transactions are in Australian dollars unless otherwise stated. Host Geek reserves the right to change prices at any time.

For the purpose of billing, each account on our website is a separate billing account. If any of the services under the one billing account are unpaid and overdue, Host Geek reserves the right to disable all services under that billing account, regardless of their paid status, until all money owed is collected.

## 6. Goods and Services Tax (GST)

Host Geek charges GST to all domestic (Australian) customers. GST is not applied to products and services purchased by overseas customers. Prices advertised on the Host Geek website include GST.

## 7. Cancellations

You must provide at least 7 days' notice before the next scheduled billing DUE date in order to cancel your service or you will be liable to pay the full amount for the next billing period. In order to cancel, ALL prior balances MUST be paid. You will be requested to submit identification information for your security. Any outstanding debt after 30 days will result in account termination and amounts owed may be handed over to a third-party collections agency.

As a policy, we do not offer credits or refunds for hosting time already paid for unless your account is covered by our 30-day money back guarantee, or as required by law. To cancel your account, please email accounts@hostgeek.com.au, call 1300 722 504, or raise a ticket on the Host Geek website.

ANY ABUSE TO ANY OF OUR STAFF WILL RESULT IN SUSPENSION / TERMINATION of your account with us. Please be nice so we can help you better.

## 8. Refunds Policy

Host Geek guarantees all shared hosting services for 30 days. We'll grant refund requests due to us not being able to provide our services according to the guarantee providing you did not violate our Terms. All refunds will be generally processed within 5–7 business days of the request being approved. We will not refund if your bandwidth has been exceeded or if your account is currently suspended / terminated due to a breach of our terms. We do not refund for the following:

- Dedicated IPs
- Setup Fees
- Transaction Fees
- Overages
- Late Fees
- Physical Dedicated Servers
- Domain Names
- Other add-ons, such as admin work, backup services, SSL certificates and any work considered prepaid such as SEO services.

We uphold our responsibility under consumer law and will provide a refund should we be required to do so. However, should Host Geek choose to grant a refund for any reason where we aren't required to by law, or if Host Geek was not at fault, an administration fee of $11.00 Inc GST may be deducted.

## 9. Money Back Guarantee

The 30-day period during which you can request a 100% refund of any money paid to us for hosting services starts from the day your hosting account is activated on our servers. Your account will be terminated immediately following your request. The money back guarantee only applies to web hosting accounts and Virtual Private Servers. All domain names are non-refundable. If you have purchased a domain name and web hosting account from us and request a refund within the 30-day time period, we will only refund the web hosting portion of the fees that you paid. Your domain name will remain active in our account and it will still be under your control until it expires. If a domain name is provided free with a web hosting account that you have paid for as a part of a special promotion, we will deduct the retail value of your domain purchase from the refund amount. Refunds are processed by Pay Pal or Cheque.

## 10. Customer Support

Host Geek support is limited to assisting you with problems and questions relating directly to any service that Host Geek provides to you. All support enquiries must be submitted either through our support system on our website, or over the phone using our official support phone number. Any requests placed through other communication methods, such as any un-official phone numbers or direct e-mails to our staff will not be answered.

We do not provide support for third party applications/scripts, including ones available through Installatron. Support for 3rd party applications are chargeable at the commercial rate.

Further details on our support can be found within our Free Support Policy document located at https://www.hostgeek.com.au/terms-and-policies.

## 11. Account-Holder Identification Information

You agree that you as the person legally responsible for all use of this account are at least 18 years of age. If you are under 18 years of age, you need to have parental consent in order to sign up, and the account must be ordered by a parent or guardian, in their own name. You agree to supply Host Geek with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current. You also agree that you are an authorised user of any credit card that you supply to us, and you understand and agree that we have an obligation to fully investigate any possible fraudulent credit card use.

As a client you are responsible for seeing your email address in your profile is kept up to date as it is the primary way we send out communications. Host Geek cannot be held liable if your service(s) are disrupted or affected due to an invalid e-mail address in your profile.

## 12. Refusal or Discontinuation of Service

Host Geek reserves the right to refuse or discontinue service to anyone at Host Geek's sole discretion. Host Geek may deny you access to all or part of the service without notice if you engage in any conduct or activities that Host Geek in its sole discretion believes violates any of the terms and conditions in this agreement. Host Geek shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that Host Geek has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. Host Geek reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. Host Geek also reserves the right to refuse refunds in cases where Host Geek believes abuse has taken place.

## 13. Abuse Complaints

Host Geek will email you advising of any abuse complaints; we will also endeavour to contact you by phone. All Abuse complaints must be responded to within 24 hours. Failure to reply will result in either action taken on your behalf or service suspension or any other suitable remedy. Host Geek reserves the right to remove content not adhering to relevant laws.

## 14. Reseller Violation of Terms and Conditions

If you are a reseller, or if you are reselling our services, you are responsible for your client's account(s). If one of your clients is in violation of the terms and conditions, we reserve the right to suspend or terminate the account at our sole discretion, depending on the severity of the violation and will inform you via email.

If your reseller account is in violation of the terms and conditions, the same rules apply. We recommend either asking all of your clients to read these Terms of Service or using this Terms of Service as a base to write your own to provide your clients.

We do not provide end user support unless the reseller contacts us.

## 15. Domain Name Registration

### 15.1 New Domain Registrations

Host Geek is an Authorised domain name reseller authorised by the Australian Domain Name Authority and its' registrants. Before registering a domain name, users must read the 'Australian Registrant Agreement for .au Domains' which can accessed via https://www.hostgeek.com.au/terms-and-policies. Successful domain registrations that have completed the registration process and are considered active by the Domain Registrar are final and cannot be cancelled or refunded. Some domain extensions may require additional information to complete the registration and Host Geek provides no guarantees that an ordered domain registration will be successful. It is The Customer's sole responsibility to ascertain what information is required to register a particular domain prior to placing any domain registration orders.

### 15.2 Domain Transfers

All .au domain name transfers are offered free of cost if the domain name is more than 3 months from expiry. If the domain name is due to expire in 3 months or less the normal renewal fee applies, and the domain will be renewed for a further 2 years from the existing expiry date. Other domain names may require 1 year renewal, please contact our support team for more information via email support@hostgeek.com.au, call 1300 722 504 or +61 35223 6782, or raise a ticket via the Host Geek client area.

Domain transfers typically take 5–7 days to complete once the domain owner has authorised the transfer, and final authorisation has been received by the Domain Registrar.

It is The Customer's responsibility to action domain transfer authorisation requests where applicable.

Host Geek has no authority to speed up a domain transfer and cannot place any guarantees on how long a transfer will take to complete. The Customer must ensure all contact information is updated with current Domain Registrar and the appropriated transfer codes have been obtained prior to placing a domain transfer order with Host Geek.

### 15.3 Domain Renewal

Domains must be renewed prior to their expiration date to avoid the domain becoming inactive. Multiple notifications are sent to The Customer advising them of upcoming domain renewals starting from 30 days prior to the listed expiry date. Host Geek has no control over keeping the domain active once it has reached its expiry and does not take responsibility for a website becoming inaccessible due to The Customer not renewing their domain.

## 16. Unmetered Data Transfer

For services with unmetered data transfer, Host Geek provides client's with sufficient data transfer to ensure that client's services function properly under normal circumstances. However, in event that a client's services use excessive amounts of data transfer and affects other customers on the same server and/or network, Host Geek reserves the full right to throttle bandwidth speeds or suspend that client's services in order to ensure that other customers are not adversely affected at any time. Host Geek will contact that client to discuss upgrade to higher plans that will cater to client's increased traffic requirements.

## 17. Data Backups

Host Geek provides at a minimum weekly backup of all customer data as a courtesy. In the event of a system failure, we will attempt to restore all client data from our most recent backup. However, we provide no guarantee that the backup will be available for use, or that it will be recent. We strongly urge all customers to implement their own backup strategy so that in the unlikely event of a system restore becoming necessary, our customers can be confident that they have a recent copy of their data. Host Geek will not be held liable in the event that we cannot restore or provide a backup to you for any reason.

If a copy of a backup is requested by a customer, there will be a $27.50 incl GST processing fee charged to retrieve the backup and provide it to the customer.

For VPS, VDS and Dedicated Server clients, backups are not included unless specified in the package.

## 18. Affiliate Terms & Conditions

Any affiliate account activated and made available to you will be provided only if you agree and understand our Affiliate Terms & Conditions available via https://www.hostgeek.com.au/terms-and-policies

## 19. Disclaimers and Limitation of Liability

The information and services included in or available through the Host Geek web site or sites or products related to Host Geek services, may include inaccuracies or typographical errors. Changes are periodically added to the information herein.

Host Geek management may make improvements and/or changes to its service at any time.

By completing the account sign up form and clicking the submit button you specifically agree that Host Geek shall not be responsible for unauthorised access to or alteration of your data, any material or data sent or received, or any transactions entered into through the services provided by us.

You specifically agree that Host Geek is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Host Geek is not responsible for any content sent using and/or included in the services provided by them, by any third party.

## 20. SLA Policy

Host Geek provides an SLA (Service Level Agreement) of service uptime for some services. For details of the SLA policy, please see the SLA document (available from https://www.hostgeek.com.au/terms-and-policies)

## 21. Acceptable Use Policy

Further to these Terms & Conditions all customers are to adhere to our Acceptable Use Policy 'AUP', which can be accessed at the following link: https://www.hostgeek.com.au/terms-and-policies

## 22. Disclosure to Law Enforcement

Host Geeks AUP specifically prohibits the use of our service for illegal activities and The Customer agrees that Host Geek may disclose any and all customer information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to The Customer. Host Geek reserves the right to immediately terminate any hosting service found to be hosting content and performing activities of an illegal nature.

## 23. System and Network Security

Users are prohibited from violating or attempting to violate the security of the Host Geek Network. Violations of system or network security may result in civil or criminal liability. Host Geek will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include without limitation:

1. Accessing data not intended for such User or logging into a server or account, which such User is not authorised to access.
2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation.

3.  Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
4.  Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
5.  Taking any action in order to obtain services to which such User is not entitled.

## 24. Third Party Tools, Applications and Licenses

### 24.1 Third Party Applications and Licenses

Host Geek may provide access to additional third party software and/or services ("Third Party Products ") through reseller or other commercial agreements Host Geek has established with certain vendors ("Third Party Vendors"). Unless otherwise stated, The Customer understands that product support for Third Party Products is provided by Host Geek and not by the Third-Party Vendor. Neither Host Geek nor any Third-Party Vendor makes any representations or warranties, express or implied, regarding any Third-Party Products. The Customer expressly acknowledges and agrees that use of Third Party Products is at The Customer's sole risk and such third-party products are provided "as is" and without representation or warranty of any kind from Host Geek or any Third-Party Vendor, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, accuracy or completeness of responses or results, correspondence to description, or non-infringement of third party rights. To the maximum extent permitted by applicable law, neither Host Geek nor any third-party vendor will be legally responsible for any damages, whether direct, indirect, or consequential, arising from the use or inability to use any third-party product. The Customer agrees to observe the terms of any license and/or applicable end user subscriber agreement for Third Party Products and The Customer shall be fully liable to Third Party Vendors and/or Host Geek with respect to any improper use of such Third-Party Products or violation of license agreements with them and/or applicable end user subscriber agreements.

### 24.2 Microsoft Licensing

Where licensing for Microsoft software has been purchased through Host Geek, the customer agrees to abide by the Microsoft Licensing terms, and where user licenses are being purchased, it is the customer's responsibility to ensure they accurately report and obtain the appropriate level of user licenses for their uses as outlined in Microsoft's licensing terms.

### 24.3 Feature Availability

Host Geek provides no guarantees that any or all of the features available within a Third Party Product will be supported or made available to The Customer. It is at the sole discretion of Host Geek to determine which features are enabled and whether Host Geek will provide support for the use of enabled features.

## 25. Custom Project (Includes Web Design)

Notwithstanding anything to the contrary contained in these terms and conditions, neither Host Geek nor any of its employees or agents, warrant that the functions contained in the Custom Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Custom Project is with you. In no event will the programmer, web designer and/or Host Geek be liable to you or any third party for any damages including, but not limited to, service interruptions caused by Acts of God, or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate the Custom Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if Host Geek has been advised of the possibility of such damages.

### 25.1 Copyrights and Trademarks

You represent to Host Geek and unconditionally guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Host Geek for inclusion in the custom project are owned by you, or that you have permission from the rightful owner to use each of these elements, and will hold harmless, protect, and

defend Host Geek from any claim or suit arising from the use of such elements furnished by you. Host Geek reserves the right to remove or block access to content upon receipt of notice of copyright infringement.

### 25.2 Web Design Copyright

Copyright to the finished web design site produced by Host Geek will be owned by the web designer and/or Host Geek. You will be assigned rights to use the Web Design Project as a web site, once final payment and any additional charges incurred, as agreed, have been paid. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to you, and remain the property of their respective owners. Host Geek and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Host Geek Web Site. This link is removable with an additional fee of $110.00 incl GST.

### 25.3 Web Design Revisions and Amendment

All web design projects are given up to three revisions and amendment prior to launch. For more than three revisions, you will incur additional charges based on the amount of revisions required.

### 25.4 Payment Terms

All projects require an initial 50% strictly non-refundable down payment of the entire project cost before commencement, with the balance payable as per quotation. Should you halt the project at any time, the balance of any work completed will be immediately due. All quotations are accurate within 30 days unless otherwise specified. New development or changes outside of the original scope of the initially agreed project will be subject to new charges. Source files will be stored temporarily, for you to review, on Host Geek servers. Web Design Project will be uploaded to go live when full payment is received. Host Geek reserves the right to remove Web pages from viewing on the Internet until final payment is made.

## 26. Privacy Policy

Host Geek is dedicated to maintaining the privacy of our customers. Details of our Privacy Policy are available from https://www.hostgeek.com.au/terms-and-policies.

## 27. Agreement Acknowledgement

This agreement supersedes any written, electronic, or oral communication you may have had with Host Geek or any agent or representative thereof, and constitutes the complete and total agreement between the parties. In the event that any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

## 28. Terms May Change at Any Time

Host Geek reserves the right to make changes to these terms and conditions at any time, as deemed necessary by us. Changes will be effective immediately once updated on the Host Geek website. It is up to the customer to check upon these terms whenever necessary. We will send out a notification should there be any changes of a material nature to our Terms and Conditions. A current version is always available via our website https://www.hostgeek.com.auy/terms-and-policies.

If you have any questions about these terms and conditions, please email support@hostgeek.com.au, call 1300 722 504 or +61 3 7018 7500, or raise a ticket via the Host Geek client area.