

ISHOUT HOSTING

Brisbane Premium Web Hosting Provider !

Terms of Service

Change History			
Published Date	Version	Nature of Change	
10/04/14	1.0	NA	
10/03/17	2.0	Late Payments	Extended explanation

Terms of Service

iShout-Hosting provides web hosting to clients in Australia only, and we have a responsibility to protect each client and to provide the best services available. All clients of iShout-Hosting are subject to the following terms of service:

Indemnification Policy

You agree to use all iShout-Hosting services and facilities at your own risk. iShout-Hosting specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall iShout-Hosting be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. Customer agrees that it shall defend, indemnify, save and hold iShout-Hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against iShout-Hosting, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns. Customer agrees to defend, indemnify and hold harmless iShout-Hosting against liabilities arising out of Any injury to person or property caused by any products sold or otherwise distributed in connection with iShout-Hosting's server.

iShout-Hosting reserves the right to intervene with any of the sites hosted on its servers in the interest of its customers. Any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party Copyright infringement any defective products sold to customer from iShout-Hosting's server. iShout-Hosting shall be the sole judge of what violates this Policy.

Billing:

At this time we bill monthly, quarterly, semi-annually and annually, depending upon the plan. If you are not satisfied within your first 30 days we would be happy to provide you with a full refund (For some special offers the money-back-guaranteed day will be varied; and Domain Name registration fee is nonrefundable).

We accept Paypal, Bank Transfers, Visa, Master Card, American Express, Discover Card. For webhosting plans we will setup your account without any paying. Clients are encouraged to pay by credit card as it is the easiest way to handle payment at this time. There are no contract periods but for each successive period, your contract is automatically renewed unless we are notified otherwise.

Late Payments:

All accounts are billed and first payment due according to the dates they were first activated on. If you will not pay for service renewal 3 days after due date, your account will incur a 15% late fee and suspended after 5 days . If you will not pay for service renew in 30 days after due date, your account will be terminated. You will receive an email reminder on 14 days before due date, on the date due, then day 1, day 3 and day 5 after due date. Day 7 account will suspend with email notice. Day 30 after due date account termination will incur with email notice. Account data will be held for no more than 90 days. Recovery fee of \$99 inc for any data recovery after termination.

Acceptable Use Policy:

All services provided by iShout-Hosting may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal Government, State or Territory law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening or obscene, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold harmless iShout-Hosting and its employees from any claims resulting from the use of the service which damages the subscriber or any other party. Our acceptable use policy is actively and strictly enforced. Offending content or users are suspended from our network, usually as soon as they are discovered, although we will always inform you when and why any action has been taken. Pornography is prohibited on all iShout-Hosting servers. This includes sites that include sexually explicit or hardcore images and/or advertising.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company.

Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

Illegality In any form, including but not limited to the unauthorized distribution or copying of copyrighted software or other data, harassment, fraud, trafficking in obscene material. **Undesirable Content** Certain types of content are not allowed on our network. We do not host adult content of any description. Content relating to Hacking, Cracking, Warez and IRC is not allowed. Software, audio and video downloads may only be hosted if you are the writer and copyright owner of the resources or you have a right to

distribute the materials. Accounts suspended due to content or AUP violation are not refunded under any circumstances.

LIMITATION OF LIABILITY:

iShout-Hosting shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from iShout-Hosting servers going off-line or being unavailable for any reason whatsoever. Furthermore, iShout-Hosting shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of iShout-Hosting servers. All damages shall be limited to the immediate termination of service.

DISCLAIMER:

iShout-Hosting cannot be held liable for system downtime, crashes, or data loss. We cannot be held liable for any predicted estimate of profits in which a client would have gained if their site was functioning. Certain services provided by iShout-Hosting are resold. Thus, certain equipment, routing, software, and programming used by iShout-Hosting are not directly owned or written by iShout-Hosting. Moreover, iShout-Hosting holds no responsibility for the use of our clients accounts. If any terms or conditions are failed to be followed, the account in question will be automatically deactivated. We reserve the right to remove any account without advanced notice for any reason without restitution as iShout-Hosting sees fit. FURTHERMORE, iShout-Hosting retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.