Terms of Service

1st March 2015

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1. Standard Terms of Service

These are the standard Terms of Service of products and services provided from time to time by Net Logistics. These Terms of Service apply to you as a client of the service. Please read these Terms of Service carefully.

1.1. Definitions

(1). "We", "us" and "our" – refers to Net Logistics Pty Ltd and its employees or agents.

(2). Infrastructure - Net Logistics defines its infrastructure as all hardware, software and network components owned, operated by, or used by Net Logistics.

(3). Client – any entity that signs up a product or service with Net Logistics. A client of Net Logistics is also referred to as "you" and "your".

(4). Reseller – a client who hosts or has the intention to host any hosting service on behalf of a third party. This includes but is not limited to shared hosting, reseller hosting, VPS hosting, dedicated server hosting, HA server hosting, domain registration services or spam filtering services.

(5). Hosting account – an account which hosts Internet services. This includes but not limited to web hosting, email hosting or database hosting.

(6). Shared hosting – a hosting account which is hosted on a shared server.

(7). Shared environment – an environment in which a physical or virtual server hosts either multiple hosting accounts or virtual machines.

(8). Shared server – a server directly operated by Net Logistics which hosts multiple hosting accounts.

(9). Dedicated Server – a server which has its own hardware and is provisioned solely to a particular client of Net Logistics.

(10). Virtual Private Server (VPS) – a virtual machine which is hosted on physical server that is shared with more than one virtual machines.

(11). Hardware Node / Physical Host – a physical server which hosts one or more virtual machines.

(12). High-availability server (HA server) – a virtual machine hosted in a cluster, typically to provide increased reliability and redundancy.

(13). All times are based on the time of Sydney, New South Wales, Australia.

1.2. General

(1). These are the terms upon which the parties agree for Net Logistics to provide the service to the Client. In addition to these terms, you must also comply with:

   (a)   Acceptable Use Policy; and
   (b)   Service, Support and Management Scope; and
   (c)   Our Privacy Policy.

(2). The Client acknowledges and accepts that they have read the Privacy Policy found on Net Logistics' website, prior to entering into this agreement.

(3). The Client agrees to enter a legally-binding agreement with Net Logistics on the basis of every provision in this Terms of Service. Some products or services may have additional Terms and/or Conditions, which will be disclosed to you at the time you sign up for those products or services. In the event of discrepancy between these Terms and those further Terms and/or Conditions, the latter shall prevail.

(4). The agreement commences from when the Client engages Net Logistics services and will continue until terminated in accordance with the Terms of Service. Client agrees to a month to month contract term unless otherwise stated in the service offering (including, but not limited to, domain names, SSL certificates, special services with an agreed term), or otherwise agreed in writing. The month to month contract for services is automatically renewed each month in perpetuity subject to cancellation by the Client as per this agreement.

(5). All services provided by Net Logistics are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal, State or Local laws is prohibited. Clients should also adhere to the laws applicable in the jurisdiction in which they reside. This includes, but is not limited to, material we judge to be threatening or obscene, material that jeopardises national security, material which may plausibly result in civil or other liability against you or us, or material protected by copyright or other laws. The client agrees to indemnify Net Logistics, from any claims, damages and/or losses resulting from the client's use of Net Logistics' products or services.

(6). These Terms of Service are subject to change with seven (7) days written notice. Written notice will be deemed to include notice sent by e-mail to the primary e-mail address we have on our billing system. This notice will be deemed to take effect immediately upon it being sent by us. Successful delivery and/or receipt of such notice is the sole responsibility of the subscriber.

(7). Anything not listed in the Terms of Service or any other agreements between Net Logistics and our client is open to interpretation and change by Net Logistics without prior notice.

(8). These terms constitute the entire agreement between Net Logistics and the Client and supersede prior agreements.

(9). The client agrees that these terms and conditions are governed by the laws of New South Wales, Australia, and agrees to the exclusive jurisdiction of the Courts of that state.

1.3. Service

(1). Net Logistics provides an array of IT solutions for a business to host its website, emails and applications in the cloud by taking care of the infrastructure required to host its clients' website.

(2). Net Logistics shall use reasonable endeavours to supply the services in accordance with the Client's contract until the service is terminated in accordance with these Terms of Service.

1.4. Payment

(1). The Client must pay for the supply of goods and services under this agreement as per the Order Summary on the website or the invoices provided to the Client by Net Logistics and in accordance with published prices or prices provided in a customised quotation to the Client.

(2). The Client shall make payment according to the Tax Invoice rendered. Should a time frame not be stipulated on the Tax Invoice, the Client must make payment within seven (7) days of the date of the Tax Invoice.

(3). Charges to the account will begin on the day the order is processed, regardless of the account billing date. If the Client has ordered the service between 1st of the month and 25th of the month, the first bill is pro rata to the end of the month. If the Client has ordered the service after the 25th of the month, the first bill will include the first month's charges (pro rata) and the second month's charges.

(4). If the Client fails to make payment in accordance with Clause 1.4, Net Logistics shall be entitled to:

   (a) Require the payment immediately;
   (b) Charge default interest at the rate of 15% per annum on all overdue amounts calculated on a day to day basis on any monies due but unpaid, such interest to be computed from the due date for payment and the parties agree that such default is not a penalty but is a true measure of damages incurred by Net Logistics. Payments received from the Client will be credited first against any default interest and all such charges shall be payable upon demand;
   (c) Claim from the Client all costs relating to any action taken by Net Logistics to recover monies or goods due from the Client including, but not limited to, any legal costs and disbursements;
   (d) Suspend, disconnect and/or deny access to any service, support and/or management; or
   (e) Terminate any agreement in relation to services rendered;

(5). The Client shall not be entitled to set off against, or deduct from the contract sum, any sums owed or claimed to be owed to the Client by Net Logistics nor to withhold payment of any invoice because part of that invoice is in dispute.

(6). Net Logistics reserves the right to cancel/decline any order/request/quote that is suspected to be fraudulent activity.

(7). It is solely the Clients' responsibility to ensure all the details and payment method of their billing accounts are correct and up-to-date and to ensure their invoices with Net Logistics are paid on time.

(8). Any reference to prices is in Australian currency, unless stated otherwise.

(9). Upgrades and Downgrades

    (a) There may be a fee involved in upgrading or downgrading an account, package or service. A quote may be given prior to commencing the transition.

    (b) Any manual work involved with downgrades from a dedicated environment to a virtual environment is subject to a service fee of $200 per hour. Such charges are likely to take place for any control-panel related backup and restore procedures. These are activities are not virtual, and therefore take additional time and human resources to complete.

(10). Refunds

    (a) All charges are non-refundable and non-negotiable.

    (b) Net Logistics offer a 30-day money back guarantee for specific hosting plans (shared, reseller and VPS hosting accounts only). Dedicated servers are not eligible for the 30-day money back guarantee. For a client to claim the money back guarantee they must provide written notice of intent to cancel prior to the end of the 30 day period. Net Logistics will refund the money within a reasonable time.

    (c) Accounts terminated due to a violation of these Terms of Service are not eligible for refunds.

1.5. Customer Warranties

(10). You warrant that:

    (a) You have the power and authority to enter into this agreement on behalf of the Client;

    (b) All the details and payment method of your billing accounts are correct and up to date;

    (c) You have the power and authority to enter into this agreement on behalf of the Client and will indemnify Net Logistics for any breach of this agreement by the Client;

    (d) At the time of entering into these Terms of Service, you are not relying on any representation made by us which has not been expressly stated in this agreement or in writing;

    (e) You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations for content uploaded to your web site;

(f) You will provide Net Logistics with alternate contact details that are external to Net Logistics;

(g) You will provide accurate and prompt responses to Net Logistics' requests for any information or documentation reasonably required by Net Logistic to perform the services;

(h) You are responsible for the content on your website; and

(i) Any application uploaded by you will be kept up to date.

(11). You indemnify Net Logistics against all costs, expenses, loss or liability suffered, directly or indirectly, resulting from:

(a) Your breach of these Terms of Service;

(b) Your breach of the above warranties;

(c) Your use or misuse of our services;

(d) The use or misuse of our services by any person using your account; and/or

(e) Publication of defamatory, offensive or otherwise unlawful material on any of your web site/s.

1.6. Net Logistics' Warranties

(1). Net Logistics' liability is limited in aggregate to the amount of fees paid by the Client on the account in a given month.

(2). Except expressly provided for otherwise in this agreement, we exclude all liability for direct, indirect, special, consequential or punitive loss or damage of any kind, loss, inconsistency and/or corruption of data, configuration loss, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort, under any statute or otherwise arising from or relating to this agreement, whether or not they were known or should have been known.

This includes but is not limited to hardware failure, file system corruption, migration, mail not delivered, backup and restoration, software, hardware or network changes or interruptions.

(3). Any type of statistics made available regarding your utilisation of any aspect of our infrastructure is offered for reference purposes only. This includes but is not limited to account resource usage and website visitation statistics. Net Logistics is not liable for the accuracy, reliability and timeliness of any statistics.

(4). Net Logistics is further not liable:

(a) Should any Internet Protocol (IP) address allocated to Net Logistics be blocked or blacklisted by any entity; and

(b) For any type of security breaches to any type of account, package or service with Net Logistics.

(5). Unless a prior arrangement with the Client has been entered into, Net Logistics does not make or give any express or implied warranties including, without limitation, the warranties

of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement, except in the event that a warranty is expressly indicated, in writing, by a designated member of our staff authorised to make such warranties beyond those provided for under Australian Consumer Law.

(6). No oral or written information or advice given by Net Logistics or its resellers, agents, representatives or employees, to the client, shall create a warranty or in any way increase the scope of the express warranties hereby given beyond those provided for under Australian Consumer Law.

1.7. Remedy

You agree that your sole and exclusive remedy to any issues relating to any account, package or service with Net Logistics is to immediately discontinue and cancel the account, package or service with Net Logistics.

If a dispute arises from or in connection with these Terms of Service, the Client must give a written notice specifying the nature of the Dispute to Net Logistics at feedback@netlogistics.com.au. Within 10 business days of receipt of the written notice the representatives of each party must convene with the intention of settling the dispute. If the dispute is not settled by the meeting of each party's respective representatives, then the parties must participate in mediation in accordance with this clause. The parties must agree to the appointment of the mediator, the cost of which must be borne by the party against whom the mediator's decision is made or if there is no such party, then by the party who the mediator determines is or are to bear the costs.

1.8. Associations with other Entities

Content on the Net Logistics website should not be construed to imply any affiliation between Net Logistics and any other company, with the exceptions of those entities stated to be Partners with Net Logistics (and therein to the extent specifically stated), and entities which are subjects of Customer Stories (which were clients of Net Logistics at the time of those stories' initial publication).

1.9. Contacting Net Logistics

(1). The most efficient and effective way of contacting Net Logistics is by submitting a ticket to our support department. A ticket should be submitted by logging into the Net Logistics Help Desk at https://www.netlogistics.com.au/helpdesk/index.php. If tickets are lodged via email, Net Logistics holds no responsibility on any ticket correspondence that is blocked by any spam-filtering mechanism.

(2). To help ensure redundancy, clients are advised not to use any email account hosted within Net Logistics' infrastructure as the primary contact e-mail address. Net Logistics cannot be held liable for any lost communications as a result of clients failing to use a non-Net Logistics' hosted e-mail address as their primary contact address.

(3). Clients must regularly check the junk/spam folder of their email account. Net Logistics is not responsible for any emails from the official email addresses of Net Logistics that are blacklisted or placed in the junk/spam folder.

(4). Clients are advised to whitelist the following official email addresses of Net Logistics:

support@netlogistics.com.au
billing@netlogistics.com.au
info@netlogistics.com.au
domain@netlogistics.com.au
ssl@netlogistics.com.au
feedback@netlogistics.com.au

1.10. Information Security

(1). Net Logistics strives to enforce security policy within the organisation and infrastructure. Clients are also expected to ensure that they keep any sensitive data in private and securely stored at their end. Net Logistics cannot be held responsible for incidents where an account holder gives any sensitive data, including but not limited to passwords, access keys or private encryption keys to a third party.

1.11. Account Termination and Cancellation Procedure

(1). Any breach of these Terms of Service may result in immediate termination of the account. Net Logistics maintains the right to terminate accounts without prior notification and without a refund being issued.

(2). Net Logistics may from time to time, without notice, and at Net Logistics' own discretion, suspend, disconnect and/or deny access to any service.

(3). All cancellation or downgrade requests must be received ten (10) days before the commencement of the next billing cycle.

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(4). Billing termination will not take effect until the subsequent month's billing date.

(5). Disabling of accounts due to overdue payment: Accounts will be disabled/suspended if payment is not received within seven (7) days of the due date and the following late payment fee will be applied:

    (a) $5 for shared hosting account
    (b) $10 for reseller hosting account
    (c) $20 for VPS hosting account
    (d) $50 for Dedicated Server hosting account

If your account has been disabled/suspended, you must pay all outstanding fees and late payment fee in order to re-enable your account.

(6). Termination of accounts due to overdue payment: If the account is not paid within 30 days of the invoice date, the account will be terminated and all information within the account will be permanently deleted and no backup will be made available to the Client. You will become liable for the overdue amount, late payment fee and the cost of collection. This will include interest on any overdue amount, calculated at the daily rate of 10% per annum, from the due date of the payment.

(7). Cancellation Procedure: Valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, billing information in the form of a partial credit card number or other payment information, or the billing password. Non-secure information, such as the contact email address or account billing address, is not sufficient as a method of security verification. Termination of account in a given month requires at least ten (10) days notice prior to that month's billing date, otherwise account termination and billing termination will not take effect until the subsequent month's billing date. Any notifications that you wish to discontinue service with Net Logistics must be submitted to billing@netlogistics.com.au or via our secure help desk (https://www.netlogistics.com.au/helpdesk/) and you must also confirm that you have received a confirmation email of the cancellation request.

(8). With the exception of clients who have entered into a written contractual agreement with Net Logistics, we may end our agreement with you for any reason provided that 30 days written notice is given to you.

2. Acceptable Use Policy

2.1. General

(1). Net Logistics is the sole arbiter of interpreting the Acceptable Use Policy and may revise the Acceptable Use Policy at any time at its own discretion without prior notification.

(2). Net Logistics reserves the right to be the sole arbiter of evaluating and determining what is deemed to be in violation of the Acceptable Use Policy and what action(s) need(s) to be taken at any time, on a case by case basis without notification, whether the case/situation is mentioned in the Acceptable Use Policy or not. This includes but is not limited to immediate suspension or termination of the account, package or service.

2.2. Resource Overuse

(1). Any shared hosting account using 25% or more of the server of 1 CPU core and/or 10% or more RAM can be immediately suspended or terminated. Any other account type using excessive server CPU or memory, the definition of which is at Net Logistics' sole discretion, can be suspended or terminated. In the case of VPS accounts, the threshold for "excessive" use will always be above any RAM and/or CPU allocations guaranteed under the respective VPS service plans. Excessive CPU/memory use restrictions do not apply to dedicated servers.

(2). Any account that uses excessive amounts of bandwidth may be subject to bandwidth throttling and immediate suspension or termination of the account, package or service. Extra charges may also apply to the excessive usage of bandwidth.

(3). Any account that uses excessive amounts of disk space may be subject to immediate suspension or termination of the account, package or service. Extra charges may also apply to the excessive usage of disk space.

2.3. Prohibited Content

(1). Pornographic content is prohibited on any server within the infrastructure of Net Logistics. This includes sites that may imply sexual content, or link to adult content elsewhere. Sites that promote any illegal activity or content that may be damaging to Net Logistics servers or any other server on the Internet are also prohibited on any server within the infrastructure of Net Logistics. Links to such materials are also prohibited. This includes but is not limited to:

   (a) Copyrighted Software/Content to which you do not have legal ownership of the copyright or permission to copy from the copyright's legal owner. This includes but is not limited to distribution of music files, video files, books, e-books or any other material in which the account holder does not hold the copyright.
   (b) Hacking programs or archives
   (c) Adult sites or contents
   (d) Harassing, discriminatory or provocative content

2.4. Prohibited Applications and Activities

(1). Hosting of any of the following activity types within the infrastructure of Net Logistics is considered a violation of the Acceptable Use Policy:

(a) Game Servers – Any game servers are strictly prohibited within our infrastructure.
(b) IRC - IRC, Egg Drops, BNC, or IRC bots are not allowed to operate within the infrastructure of Net Logistics. Files with references to IRC or any likeness thereof are prohibited. Any software that acts like an IRC server or that provides chat functions that run as background processes are not allowed.
(c) Proxies - We do not allow proxy servers of any kind for any purposes. Files with references to any proxy or likeness thereof are prohibited.
(d) Port scanning – Any kind of port scanning is strictly prohibited within our infrastructure.
(e) Spamming - i.e. the sending of unsolicited email, from any Net Logistics server or any server located in the infrastructure of Net Logistics is strictly prohibited. Net Logistics will be the sole arbiter as to what constitutes a violation of this provision. This policy also includes Opt-in/ Opt-out mail programs and mail that either directly or indirectly references a domain contained within an account at Net Logistics. In addition to termination of any account found to be in violation, there will also be a $150 fee applied for every valid spam complaint processed by Net Logistics staff.
(f) Media Streaming – Net Logistics does not allow media streaming on shared, reseller or VPS packages.
(g) Background running programs - any kind of background running programs, processes or activities on shared or reseller packages is strictly prohibited within our infrastructure. (The aforementioned restriction does not apply to VPS or dedicated platforms).
(h) PHP shell - PHP Shells or any likeness thereof are prohibited. Files with any reference to PHP Shells or likeness thereof are prohibited.
(i) Server abuse - Any attempts to undermine or cause harm to the infrastructure of Net Logistics is strictly prohibited including, but not limited to:

i) Logging into (or attempting to log into) a server or account that the client is not authorised to access
ii) Accessing data or taking any action to obtain services not intended for the client
iii) Attempting to probe, scan or test the vulnerability of any system, subsystem or network without any authorisation from Net Logistics
iv) Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorisation
v) Transmitting material that contains viruses, Trojan horses, worms, malware, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
vi) Interfering with, intercepting or expropriating any system, data or information
vii) Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system

(2). The clients will be held responsible for all actions performed by your account whether those actions are performed by you or by others. All sub-networks of Net Logistics and all dedicated servers must adhere to the above policies.

2.5. Complaints handling policy

(1). At Net Logistics we strive to provide an unparalleled level of service and support. If you believe these standards are not being met and would like to notify us of this, please email us on feedback@netlogistics.com.au

(2). For .au further complaints and policies please also see the official auDA website.

2.6. Inappropriate Conduct

(1). Any form of abuse against the staff of Net Logistics is deemed inappropriate. Net Logistics reserves the right to determine what appropriate action should be taken in response to the abuse. Action may involve immediate termination of client accounts, packages or services without refund. Net Logistics reserves the right to refuse to deal with any abusive clients at any time. Net Logistics can take appropriate action at any time if its staff members have been the subject of any form of abuse or threat, including, but not limited to reporting the abuse or threat to law enforcement authorities.

3. Service, Support and Management Scope

3.1. General

(1). Net Logistics endeavours to provide quality service experience to the clients. However, Net Logistics reserves the right to decline any service, support or management to any client at any time, at its own discretion.

(2). Net Logistics reserves the right to define, interpret and revise the Service, Support and Management Scope at any time at its own discretion without prior notification to the Client.

(3). Net Logistics reserves the right to prioritise any type of request from any existing or prospective client, whether it falls within or out of the Service, Support and Management Scope at any time.

(4). Net Logistics strives to provide industry-leading support and customer service. However, Net Logistics only provides service, support or management that is within the area of its expertise and the Service, Support and Management Scope. Net Logistics does not guarantee every ticket or request can be resolved or achieved regardless of the means by which a ticket or request was made (e.g. helpdesk ticket system or phone call).

(5). Net Logistics can use its product vendors' information, suggestions and support and product lifecycle policies as a reference for its Service, Support and Management Scope at any time at its own discretion without notification.

(6). Although Net Logistics will always endeavour to respond to and resolve enquiries as quickly as possible, Net Logistics does not provide guaranteed response times. Occasionally Net Logistics may receive a higher than expected amount of enquiries, and this can increase the corresponding response times. The time it takes to respond to and resolve an enquiry/request can vary from case to case, irrespective of the form of support (e.g. helpdesk ticket system or phone call).

(7). Anything performed by Net Logistics that is out of the Service, Support and Management Scope is performed as a courtesy. Net Logistics will not be responsible or liable for any work performed outside of the Service, Support and Management Scope.

(8). Net Logistics is the sole arbiter of choosing the method of contacting clients at its own discretion. Net Logistics only contacts clients via telephone should it find fit. Net Logistics assumes no obligation to actively contact clients via telephone, physical letter or meeting in person.

(9). The scope of our service, support and management extends to the operating system, control panel and the software components integrated with the control panel in the state as we provide it to the client.

(10). Any requests that are not directly related to the service(s) or account(s) held by the client are deemed unsupported and unmanaged. This includes, but is not limited to, web design, email clients (this includes but not limited to Outlook and Thunderbird) and FTP clients. Net Logistics does not provide support for any programming, web design, search engine optimisation (SEO) and multimedia matters.

(11). The following are unsupported and unmanaged by Net Logistics and is the sole responsibility of the Client:

   (a) Any software installed by clients;
   (b) Any software and/or services not defined within the service, support and management scope are considered third-party;
   (c) Any third-party software and/or services installed and/or performed by any party;
   (d) Any configuration changes made outside of the control panel. If a control panel such as Plesk or cPanel is not provided with the server, then the service is unmanaged. This does not imply that a server with Plesk or cPanel is managed.
   (e) Any configuration changes that cannot be made from within the control panel;
   (f) Any configuration changes that may conflict with the control panel or the overall server environment;
   (g) Any products or services not purchased through Net Logistics;
   (h) Any entity that is not a direct client of Net Logistics;

   The Client acknowledges and accepts that the above are unsupported and unmanaged by Net Logistics and is thus the sole responsibility of the Client. Net Logistics does not accept any liability for the support or management of the above.

(12). Net Logistics only supports server-side issues that are related to our infrastructure. We do not support any client-side issues.

(13). A $200 per hour fee may apply when performing a service that is not within the Service, Support and Management Scope. The fee may vary on a case-by-case basis. A quote can be given prior to commencing the task. The fee applies to clients with both managed and self-managed/unmanaged solutions.

(14). Net Logistics is a separate entity from its clients. Net Logistics strives to provide industry-leading customer service by openly communicating with its clients. However, clients should not assume Net Logistics understands every detail of their account(s) or service(s).

(15). In the event of the support staff needing to repeatedly perform a task that is the result of the clients' repeated actions or failure to act on the support staff's previous recommendation(s), Net Logistics reserves the right to either charge for the support related to the given issue at a rate of $200 per hour or alternatively not attend to the issue.

(16). For technical and practical reasons, the client understands and agrees that there may be times when an account, package or server is required to be re-created, reconfigured or migrated in order to resolve an issue. Clients must be aware that re-creation, reconfiguration or migration of an account, package or server may result in service interruption, downtime and/or unrecoverable data loss. The Client acknowledges and agrees that Net Logistics will

not be liable for any loss or damage as a result of any re-creation or reconfiguration of an account, package or server.

(17). Net Logistics can decline any requests from any clients that may pose any potential risks or conflict with the overall hosting infrastructure (software, hardware and network). This includes but is not limited to any changes, upgrades, updates or installations within the overall hosting infrastructure.

(18). Net Logistics assumes no responsibility for any form of upgrade, update or configuration on the operating system/software/firmware, whether it is performed by Net Logistics or not.

(19). Net Logistics can only provide support to clients who require PCI compliance in their hosting on a case-by-case basis.

3.2. General Infrastructure/Server Management

(1). Net Logistics endeavours to provide stable and reliable infrastructure. However, due to various unforeseen factors that require immediate attention such as downtime, Net Logistics may perform urgent maintenance work on our infrastructure without notification.

(2). Net Logistics restricts administrative-level access to any areas within our infrastructure, whether it is hardware or software. Only authorised personnel can be granted full access. Net Logistics reserves the right to determine what entities are authorised to access which part of the infrastructure.

(3). System monitoring is performed as a courtesy for internal use only. Net Logistics may intervene in any systems within its infrastructure (whether it is software, hardware or network) at any time based upon any alerts received from the monitoring systems.

(4). Net Logistics assumes no responsibility on the accuracy and reliability of the monitoring systems. Net Logistics can use its discretion to decide whether or not any appropriate action or remedy should be taken in response to an alert reported by our monitoring systems. Net Logistics does not guarantee the response time on responding to alerts from our monitoring systems.

(5). Net Logistics assumes no obligation to respond to any alerts from any third-party monitoring mechanisms not provided by Net Logistics. Net Logistics does not accept any claims based on any alerts from any third-party monitoring mechanisms not provided by Net Logistics.

(6). Monitoring policies and configurations are subject to change at any time without notification. Net Logistics reserves the right to remove monitoring for any services, servers or devices within our own infrastructure at its own discretion without notification.

(7). Net Logistics monitors and manages network usage at the border router level for internal purposes only. Net Logistics only monitors and manages load averages on the hardware nodes of Linux shared servers and VPSs for internal purposes only. Net Logistics is not liable for any losses or damages incurred as a result of the above.

(8). The Client acknowledges and agrees that, for the benefit of every client within the infrastructure of Net Logistics, any account/service/client/user which is found to be performing any form of abuse and or is the cause any potential problem, can be suspended or terminated at any time without prior notice.

(9). The Client understands and agrees that there is no guarantee on complete isolation in any type of services and products provided/hosted/operated by Net Logistics and that Net Logistics will not be held liable for any losses or damages arising as a result of same

(10). Every IP assigned to an active device within the infrastructure of Net Logistics is required to respond to ICMP echo requests.

(11). Net Logistics respects clients' independence, privacy and autonomy. However, Net Logistics reserves the right to change any type of credentials or configurations and access any type of account, package or service without notification should there be a foreseeable/potential or known difficulty in manageability, security concern or technical requirement.

(12). Any network that is in the private network range within the infrastructure of Net Logistics is reserved for internal and management use by Net Logistics. Net Logistics is not responsible for any downtime or interruption on any network in the private network range. This includes but is not limited to 10.0.0.0/8, 172.16.0.0/12 and 192.168.0.0/16 (subnet is in CIDR format). Net Logistics also reserves the right to perform maintenance on any network in the private network range at any time without notice.

3.3. Client Responsibilities

(1). The Client acknowledges and agrees as follows:

    (a) That security on the hosting account level is solely the responsibility of the account owner. This includes, but not limited to, setting complex passwords, ensuring there is no vulnerability in their website(s), web application(s) / Content Management System(s).

    (b) To follow security best practices at all times.

    (c) That they MUST NOT run any mission-critical activities in any shared environments.

    (d) That they MUST NOT run any life-critical activities in any environment of Net Logistics.

    (e) They are responsible for ensuring their computing and communication devices are not infected with viruses and malware prior to accessing Net Logistics' infrastructure or using any service or product provided/hosted by Net Logistics. Clients agree to run virus and security checks on their computing and communication devices on a regular basis.

    (f) They are expected to have basic computer and server knowledge and skills. This includes but is not limited to basic knowledge and skills of server, hardware, DNS, network and database management.

    (g) That Net Logistics assumes no responsibility on guiding and teaching any entity in regards to computer knowledge. This includes but not limited to how to operate a computing or communication device and how to access and manipulate any service or product provided by Net Logistics on any entity's own computing or communication devices.

(h) That it is their sole responsibility to ensure any information given to Net Logistics is accurate, correct, true and up-to-date.

(i) That they are responsible for verifying their data, account settings, DNS records, nameservers, server and/or equipment after each migration has been performed.

(j) That it is their sole responsibility to ensure their DNS records, nameservers and/or database connection string are correctly set at all times under all circumstances.

(k) That they must ensure they sign up/upgrade to an appropriate product or service with Net Logistics which can realistically fit their requirements.

(l) That they ensure their accounts or services have enough resources to function properly. This includes but is not limited to the amount of disk space or RAM available.

(m) If Clients are expecting high server load and/or traffic (this includes, but is not limited to promotions and media coverage), those Clients must notify Net Logistics at least 15 business days prior to the event taking place and must also take appropriate action to cater for the event. This includes but is not limited to increasing hosting resources and upgrading to an appropriate package or service. Failing to do so may result in permanent service suspensions. Additional service fees may also apply.

(n) Clients who wish to send emails from their website hosted on any type of account or server are required to use SMTP authentication with a valid email account.

(o) Clients with a shared or reseller hosting package are solely responsible for the activities and processes running under their accounts.

(p) Clients with a VPS, dedicated server or an HA package are solely responsible for the activities and processes running inside their server.

(2). Resellers are solely responsible for their clients. Resellers MUST NOT directly relay any requests from their clients or users to Net Logistics without attempting to attend to the enquiries or matters.

3.4. Shared / Reseller Hosting

(1). Clients must be aware that due to the nature of shared hosting environments (shared servers and VPS hardware nodes), a dedicated server is required if clients wish to achieve greater isolation and flexibility of their hosting environment.

(2). Jailed shell access may be granted to accounts on Linux shared servers at the request of the person listed in the billing system as the account holder. Any client requesting jailed shell access will need to submit a ticket to the Help Desk with a digital copy of either their driver's license or passport. Net Logistics is the sole arbiter on determining whether jailed shell access will be granted. Net Logistics can revoke jailed shell access at any time at its discretion without notification.

3.5. VPS, HA and Dedicated Servers with Managed Solution

(1). Managed solution terms and conditions are only applicable to clients who have signed up for a managed product and/or service. This includes but is not limited to VPS, dedicated server

and HA packages. Managed solutions are not available for shared and reseller packages, nor for domain registrations.

(2). The Client accepts that Net Logistics installs server virtualisation software on dedicated servers with managed solutions to achieve manageability, and further agree not to tamper or otherwise interfere with such software once it is installed on a Managed solution.

(3). Clients with managed solution(s) have the option to request technical support from Net Logistics regarding enquiries that are within our service, support and management scope, however also acknowledge that Net Logistics has no obligation to attend to every matter of the clients' account, package or service, whether it is actively or reactively.

(4). Any managed products or services that have ICMP echo reply disabled will become unmanaged and unsupported.

(5). Any managed products or services that have monitored services disabled or blocked, without notifying Net Logistics in advance, will become unmanaged and unsupported.

(6). Managed solutions require an appropriate control panel installed by Net Logistics. A managed server on which the stock control panel provisioned by Net Logistics has been uninstalled will become unmanaged and unsupported. Net Logistics has no obligation to repair or reinstall any services or software of a managed server on which the stock control panel, software components or operating system has been inappropriately tampered with or uninstalled by the Client.

(7). Net Logistics does not manage the control panel of a managed server. Net Logistics only provides technical support of a control panel on clients' request.

(8). For VPS, HA or dedicated server clients, upgrading or updating the operating system and other software defined in the service, support and management scope can be arranged by contacting Net Logistics. Any requests pertaining to the operating system MUST be arranged by Net Logistics before taking place.

(9). For VPS or dedicated server clients on the Parallels Virtuozzo for Windows platform, running Windows Update and installing Microsoft hotfixes is strictly prohibited, as doing so may lead to irreversible damage to the server environment. Net Logistics assumes no responsibility should such actions be carried out by the client.

(10). For VPS and dedicated server clients on Parallels Virtuozzo platform for Windows, anti-virus can only be installed by Net Logistics on the hardware node. For dedicated server clients on a Parallels Virtuozzo platform for Windows, there is an extra charge for the anti-virus software to be installed, with such cost to be verified with the client before any installation of such anti-virus software occurs.

(11). For all VPS packages, the advertised disk space and RAM includes the resources which are used by the operating system, and where applicable, the control panel and the software components which are shipped with the control panel.

(12). For all dedicated server packages, the advertised disk space and RAM includes the resources which are used by the operating system and where applicable, the virtualisation layer and the software components which are shipped with the control panel.

3.6. VPS, HA and Dedicated Servers with Unmanaged/Self-Managed Solution

(1). Clients who sign up a hosting package with self-managed/unmanaged solution agree to solely manage and are responsible for the software and any activity in the server environment themselves. Net Logistics only provides support to matters that are related to the server hardware and the network.

(2). Clients who sign up a hosting package with self-managed/unmanaged solution are NOT entitled to get any support or service from Net Logistics regarding any matter with the software and any activity in the server environment.

3.7. Data/Account/Server Migration

(1). Net Logistics endeavours to keep its clients informed at all times. However, Net Logistics also reserves the right to perform any type of migration of any type of account, server and/or equipment which is within the infrastructure of Net Logistics at its own discretion at any time without notification.

(2). Net Logistics cannot be held liable for any interruption, data inconsistency, misconfiguration and/or downtime during and/or caused by any type of migration.

(3). Net Logistics reserves the right to refuse any migration requests at its own discretion.

(4). Net Logistics does not perform any cross-platform migration. This includes but is not limited to migration from one type of control panel to a different one, from one type of operating system to a different one, from a different host to Net Logistics, or from Net Logistics to a different host.

(5). Net Logistics is not responsible for checking, adjusting or in any way modifying or verifying account settings, DNS records, nameserver delegation and/or database connection strings before, during and after any migration, whether initiated by Net Logistics or initiated by a client.

3.8. Data Backup & Restoration

(1). Net Logistics provides backup mechanisms as a courtesy and holds no responsibility for any backup-related issues. All backups generated by Net Logistics are strictly for internal use. Net Logistics reserves the right to decline any request from any client in regards to obtaining a backup.

(2). It is the sole responsibility of all clients to ensure they keep their own functional backups of their data. These must be downloaded from the server(s) hosted within the infrastructure of

Net Logistics and stored in a secure place which is not within the infrastructure of Net Logistics. If you require any assistance on how to perform these backups from within your control panel, you must contact Net Logistics Support.

(3). Net Logistics does not configure backups at the hosting account level on a VPS or a dedicated server. Clients with a VPS or a dedicated server can contact Net Logistics Support regarding how to configure backups from within the control panel installed on their server.

(4). Server image backups are only done as a courtesy to VPSes and are strictly for internal use by Net Logistics. Net Logistics does not enable any backup on any dedicated server by default, whether it be managed or self-managed/unmanaged.

(5). All clients are strongly advised to regularly check whether their accounts have enough disk space to process and store backups.

(6). VPS and dedicated server clients are strongly advised to regularly check whether their accounts and servers have enough system resources such as disk space and RAM to process and store backups.

(7). Due to technical and practical considerations, Net Logistics reserves the right to change any backup schedules without notice.

(8). Net Logistics has no obligation to recover any data should an account be cancelled or otherwise terminated, regardless if such cancellation or termination was on the initiative of Net Logistics or the client.

3.9. <u>Malicious Activities</u>

(1). Although Net Logistics takes virus, malicious malware and spamming activities seriously, Net Logistics cannot guarantee that all virus, malicious malware and spamming can be protected against. The nature of hosting (in particular shared hosting) is that all accounts, packages or services can potentially be compromised by malicious content on another client's account or any activities on the Internet.

(2). Regardless of account/service type, Net Logistics reserves the right to remove any e-mails in the mail queue should the mail queue contain large amounts of spam or malicious emails.

3.10. <u>Customisation and Optimisation</u>

(1). Stability and reliability are among the main objectives that Net Logistics endeavours to achieve; therefore any form of customisation or optimisation is not covered in the support, service and management scope. However, VPS or dedicated server clients may contact Net Logistics for further details of their customisation or optimisation requests. Net Logistics is the sole arbiter of determining whether such a request can be performed on a case-by-case basis, and any risks which may be associated. Please note any customisation or optimisation request, is solely done as a courtesy. Net Logistics will not be responsible for any

complications as a result of any customisations, optimisations, or the failure to perform any customisations or optimisations.

3.11. Security Verification

(1). For security and verification purposes, Net Logistics staff are authorised to request clients to provide their billing password and/or the last four digits of the credit card associated with the account. Net Logistics staff are authorised to decline any support or any service request if an existing client fails to provide the necessary details for verification.

4.   Domains Policy

4.1. Domain Registration, Renewal & Transfer

(1). Client acknowledges that Net Logistics is an authorised reseller of domain names, and is an ICANN, nominet and auDA accredited registrar.

(2). Client acknowledges that they have read and agree to any applicable Registrant Agreement before purchasing any domain name Service(s) from Net Logistics.

(3). Client acknowledges that all domain name Service(s) are non-refundable once the order for the domain name Service(s) has been accepted and processed by Net Logistics.

(4). Net Logistics does not warrant or guarantee that a domain name registration will be approved, irrespective of whether the invoice for the domain name has been paid. The client should take no action in respect of the requested domain name(s) until they have been notified by Net Logistics that the domain name(s) has been successfully registered and is in the client's name.

(5). The registration of the domain name and the ongoing use of the domain name are subject to the relevant naming authority's terms of service and the client is responsible for ensuring awareness of these terms and that they are adhered to. The client waives any right to make claim against Net Logistics in respect to a decision made by a naming authority to refuse registration or renewal of a domain name.

(6). Client acknowledges that Net Logistics is not obligated to renew a domain name if the client has not confirmed to Net Logistics that the domain name is to be renewed, or the invoice for renewal has not been paid in full, or it is determined that the client does not satisfy the eligibility criteria to continue holding the domain name license. In these circumstances, Net Logistics will not be held liable by the client for any loss or damages. All renewal requests must be submitted to Net Logistics and it is the client's responsibility to confirm that the renewal request has been successfully processed in full.

(7). Domain name registration or renewal may be declined by Net Logistics if the client is in breach of these Terms of Service, any applicable Registrant Agreement, any other agreements between Net Logistics and the client, or if the customer has other unpaid invoices in their account.

(8). Client acknowledges that Net Logistics shall not be held responsible for domain transfers. The account holder is responsible for completing any necessary domain name transfers.

(9). It is the client's responsibility to ensure that the Registrant and Technical contact information is kept up to date on every domain name. As per registry-registrar policy and agreements, Net Logistics may use this information to advise the client of any pending expiry, renewal or transfer requests.

(10). Should the client choose to terminate all services with Net Logistics, but does not transfer a domain name to another registrar, the client agrees that Net Logistics may contact the client after the Account closure to advise of any domain name expiry, renewal or transfer. The client acknowledges, however, that such an option is exercised at Net Logistics sole and exclusive discretion, and the client holds Net Logistics harmless from any loss or damage that may occur as a result of their lack of a domain transfer.