

Pretty Clever Consulting, Web Hosting Terms & Conditions

Pretty Clever Consulting agrees to provide, and the Client agrees to receive, access to the Web Hosting and related Services according to the following Terms and Conditions:

1.0. General

1.1 The Client is the person or entity who is applying to receive, or who is receiving, Web Hosting Services from Pretty Clever Consulting – as defined in Item 1 of the Schedule.

1.2 The Web Hosting Service is provided on an "AS IS, AS AVAILABLE" basis. Pretty Clever Consulting gives no warranty, express or implied, for the Web Hosting Services provided. This 'no warranty' clause expressly includes any reimbursement for losses of income due to disruption of services by Pretty Clever Consulting or its providers beyond the fees paid by the client to Pretty Clever Consulting for services.

1.3 Client will use the Web Hosting Services in a manner consistent with any and all applicable laws of the State of Victoria, NSW and the Australian Federal Government.

1.4 Use of any information obtained by way of Pretty Clever Consulting is at the Client's own risk, and Pretty Clever Consulting holds no liability for such use.

1.5 Pretty Clever Consulting is not responsible for any damages arising from the Client's use of Pretty Clever Consulting or by the Client's inability to use the Web Hosting services for any reason.

1.6 Pretty Clever will backup all data and files on a daily basis and hold those backups for a period of 3 weeks, upon which those backups will be destroyed. In the event of a backup needing to be restored, a fee of \$280 will be issued to the customer. This fee may be waived if the reason for the backup restore is no fault of the customer.

1.7 The customer is required to provide Pretty Clever Consulting with correct and up to date contact details for billing and technical notification purposes. Pretty Clever Consulting takes no responsibility for disruption to services due to inability to contact the customer.

2.0 Payment

2.1 The client agrees to a once off set up fee and ongoing service fees for provision of Web Hosting Services at the agreed rate. In addition setup fees may be charged for additional services as per prices indicated at www.PrettyClever.com.au.

2.2 Payment can be by cheque or direct deposit and in accordance with the payment terms indicated on the Pretty Clever Consulting invoice, which will be forwarded to the client by postal mail or electronic mail.

2.3 Monthly, Quarterly and yearly accounts can be paid by Cheque or Direct Deposit.

2.4 Where customers elect to pay their account on a monthly basis, the first payment from the customer may include two months charge for hosting and relevant services specific to that account.

2.5 For clients that have paid by cheque:

2.5.1 Client will receive an invoice by postal mail or electronic mail no less than two (2) weeks prior to the due date of the invoice.

2.5.2 Where an invoice becomes more than 14 days overdue, the client's service will be automatically deactivated pending payment. A re-activation fee will be applied to the client's account in addition to any outstanding amounts. Reactivation of service will only occur where the full amount, including reactivation fee(s), is paid.

2.6 Pretty Clever Consulting reserves the right, in its sole discretion, to deactivate the client's Web Hosting account(s) upon an indication of credit problems including, but not limited to, delinquent payments.

2.7 Rates will change over time. Any change in any standard or agreed rate will be communicated to the customer prior to their next invoice.

2.8 GST of 10% will be included in any invoice.

3.0 Domain Names

3.1 Pretty Clever Consulting provide no warranty or guarantee that the domain name applied for will be available for registration by you, the client.

3.2 Registration and ongoing use of a domain name are bound by the relevant naming authority's policies and procedures.

3.3 You, the client, agree to irrevocably waive any claims against Pretty Clever Consulting that may arise resulting from the decision of a naming authority to refuse to register a domain name.

3.4 In the circumstances that Pretty Clever Consulting did not register your domain name, you accept that it is your responsibility to ensure that your Domain Name Licence is renewed furthermore, Pretty Clever Consulting will accept no responsibility or liability for the renewal of your domain name under these circumstances.

3.5 Payment for registration or renewal of a domain name must be made prior to any action being taken by Pretty Clever Consulting to submit the registration or renewal application to the appropriate registrar.

3.6 Should Pretty Clever Consulting undertake the renewal of a domain name on your behalf where the original registrar for the domain is different to Pretty Clever Consulting's registrar of choice, the successful renewal of the domain by Pretty Clever Consulting will be dependant on you agreement to transfer the domain to our registrar of choice.

3.7 Domain registration applications will only be processed upon payment for this service and Pretty Clever Consulting accepts no responsibility for delays in domain registration where the delay results from a third party.

3.8 Domain renewal requests will only be processed upon payment for this service and Pretty Clever Consulting accepts no responsibility for delays in domain renewal where the delay results from a third party.

3.9 Domain registration applications and renewal requests will be processed within 1 -2 business days of receipt of payment and other required information from you, the client.

3.10 Requests for cancellation of domain registration will be accepted up to 48 hours after registration of the domain by our registrar. Fees apply for cancellation of a registered domain.

3.11 Requests to transfer ownership of a domain name to a different entity will be accepted by Pretty Clever Consulting however, Pretty Clever Consulting is bound by the relevant policies of the appropriate naming authority. Fees apply.

3.12 Official Policy Documentation for the ".au" domain name space can be located at www.auda.org.au

3.13 Pretty Clever Consulting's Registrar of Choice for ".au" domain name registrations and renewals is TPP Internet, contact details can be located at www.tppinternet.com.au All ".au" domain registrations and renewals are bound by TPP Internet's policies in addition to any conditions stated in these Terms & Conditions and policies published by auDA

3.14 Pretty Clever Consulting's Registrar of Choice for all TLD (.com, .net, .org, .biz, .info) domain registrations and renewals is TPP Wholesale. All TLD domain registrations and renewals are bound by TPP Wholesale's policies in addition to any conditions stated in these Terms & Conditions and any policies published by the relevant naming authority.

4.0 Change

4.1 Pretty Clever Consulting reserves the right to modify these Terms and Conditions in any way and as required. Notice of such changes will be delivered to users via postings on Pretty Clever Consulting's Web Site only. Continued usage of Web Hosting Services indicates the client's acceptance of the Terms and Conditions in their amended form.

5.0 Trademarks and Copyrights

5.1 The client warrants that it has the right to use the applicable trademarks of Client, and grants to Pretty Clever Consulting the rights to use such trademarks, if any, in connection with Pretty Clever Consulting's promotion of, referencing of, cataloging of, or indexing of it's Web Hosting clients.

5.2 The client hereby agrees that any material submitted for publication on Pretty Clever Consulting through Web Hosting Services received by the Client will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful.

5.3 The client hereby agrees that any code, script, design, database structure or text that is created by Pretty Clever Consulting shall remain the property of Pretty Clever Consulting and cannot be copied, transferred or re-published in any way without the expressed permission of Pretty Clever Consulting.

6.0 Hardware, Equipment, and Software

6.1 The client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the Web Hosting Services. Pretty Clever Consulting makes no representations, warranties, or assurances that the client's equipment will be compatible with Pretty Clever Consulting's services.

7.0 Internet Etiquette

7.1 Users of Internet and electronic forums should be considerate of the expectation and sensitivities of others on the network when posting material for electronic distribution. The network resources may not be used to impersonate another person or misrepresent

authorisation to act on behalf of others or Pretty Clever Consulting. All messages transmitted via Pretty Clever Consulting's service should correctly identify the sender furthermore; users may not alter the attribution of origin in electronic mail messages or postings. Users must not attempt to undermine the security or integrity of computing systems or networks and must not attempt to gain unauthorised access to said systems, networks or services.

7.2 Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. Pretty Clever Consulting is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet or any other network Pretty Clever Consulting or its customers may utilise.

7.3 Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. Pretty Clever Consulting reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. Client hereby agrees to indemnify and hold harmless Pretty Clever Consulting from any claim resulting from the client's or another party's use of electronic mail service(s) on the client's Web Hosting account(s).

7.4 Obscene Speech or Materials -- Using Pretty Clever Consulting's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is strictly prohibited.

7.5 Defamatory or Abusive Language -- Using the Pretty Clever Consulting network as a means to transmit or post defamatory, harassing, abusive, or threatening language is strictly prohibited.

7.6 Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software is strictly prohibited.

7.7 Other Activities -- Engaging in activities, whether lawful or unlawful, that Pretty Clever Consulting determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations is strictly prohibited.

Pretty Clever Consulting reserves the right, in its sole discretion, to suspend the client's services provided by Pretty Clever Consulting - including but not limited to web hosting services, email accounts or others - without notice upon proof of breach of the clauses outlined in Section 7.0 of this agreement.

8.0 Termination

8.1 The client may cancel the Web Hosting Services provided by Pretty Clever Consulting upon the conditions that requests for cancellation are made in writing and sent to Pretty Clever Consulting via postal mail to 5 Waitangi Pl, Glenorie, NSW 2157 or, via electronic mail to tony@PrettyClever.com.au. Cancellation of any services will not take effect until such notice is received. A refund is only available if Pretty Clever Consulting receives the cancellation request within 30 days of purchase date for the services you are wishing to cancel. Setup fees are not refundable at any time.

8.2 Within 2 business days of receipt of cancellation request, the service will be deactivated. The service (including any files, hosting space, databases or other related items) will be deleted from Pretty Clever Consulting's servers 7 days after account/service deactivation. It is the responsibility of the client to ensure that all required data is backed up by the client prior to deletion.

8.3 Refunds will only be granted if cancellation occurs within the first 30 days of service provision. Setup fees are non-refundable.

8.4 Pretty Clever Consulting reserves the right to suspend Web Hosting Services and any other services provided without notice for any unpaid or partially paid balances. The Client is responsible for any legal fees incurred during the collection of any unpaid amounts.

8.5 Spamming (the practice of sending unsolicited, unwelcome mass mailings to people) is strictly prohibited. Any client found to be Spamming will have their Web Hosting and any other services immediately terminated and find themselves billed for any unpaid balances as well as for any damages that occur as a result of the act of spamming.

9.0 Satisfaction Guarantee

The client may terminate any services solicited by them from Pretty Clever Consulting within the first thirty (30) days from activation of the hosting account and receive a full refund. A request for termination of services must be received in writing or via email as per outlined in Section 8.0, Termination. Setup fees and domain name payments are not refundable.

10.0 Privacy Policy

Agreement with, and acceptance of, Pretty Clever Consulting's privacy policy is implied by your acceptance of these Terms & Conditions. Details of the Privacy Policy can be found at <http://www.prettyclever.com.au/privacy.asp>.

11.0 Backups

Backups are performed daily. Backups are stored for 2 weeks and are designed for Disaster recovery purposes. Backups should not be relied upon to retrieve accidentally deleted information. In the case where a backup needs to be restored, a fee, in line with the on-demand support hourly rate will be issued. See item 1.6.

12.0 Support and Maintenance

12.1 Support is available by phone or email between 8.00am and 6.00pm, Monday to Friday (excluding public holidays) AEST. Support may be available outside these hours but cannot be guaranteed.

12.2 Monitoring of the hosting environment is automated and operated on a 24x7x365 basis. Alerts are triggered and sent to us in the case of downtime arising on any services. In the rare case that extensive outages are expected, customers will be notified.

12.3 Our aim is to provide 100% uptime. Some maintenance will occur outside of general business hours that may require short downtime periods. In most cases we will notify the customer of planned maintenance and the likely effects.

13.0 Agreement

The client agrees that the abovementioned terms and conditions constitute the full and complete understanding between Pretty Clever Consulting and the client of the obligations and responsibilities of both parties to the other.

END TERMS AND CONDITIONS