



Terms & Conditions

1. AGREEMENT. In this Web Hosting Service Agreement ("Agreement") "you" and "your" refer to each customer, "we", "us" and "our" refer to ADICD. "Services" refers to the services provided by us, including our web hosting services. This Agreement explains our obligations to you, and explains your obligations to us for various Services. By selecting our Services you have agreed to establish an account with us for such Services. By using the Services under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by us.

2. FEES, PAYMENT AND TERM. As consideration for the services you have selected, you agree to pay us the applicable service(s) fees. All fees payable hereunder are non-refundable. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the registration process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information"). You hereby grant us the right to disclose to third parties as needed to maintain your services. By submitting to this Agreement, you represent that the statements you have made in are true and you will not use our Services for any unlawful purpose.

2a. BILLING. If you have purchased a package that is billed monthly you will receive an invoice monthly issued on the day of your first purchase of ANY products. If you have purchased a package that is billed yearly you will receive an invoice every year issued on the day of your first purchase of ANY products.

2b. CANCELLATION. If you do not wish to renew your Monthly or Annual Service agreement you must cancel your account in writing. Canceling an account does not equal "refunding" an account. A cancellation refers to the removal of user materials from our systems and the deactivation of services. You will be required to pay any outstanding charges owed. Domain Name Registrations CANNOT be cancelled. As the purchaser of the Domain Name you are the Domain Name's owner until the term of the Domain Name's registration has expired.

2c. BANK FEES. All bank fees incurred by us due to uncovered cheques will be passed on to you.

2d. SERVICE CHANGES. You are allowed to change your Web Site Hosting package once for free. Changing your Package means moving from an FTP account to a FrontPage account or from Monthly billing to Yearly billing. After moving once you will be charged \$49.95 per alteration.

3. BILLING FOR ADDITIONAL FILE TRANSFERS. ADICD automatically bills customers for excess file transfer ("bandwidth") usage. Customers are allocated a set amount of file transfer with their hosting service depending on the package level purchased. If you exceed the amount of file transfer you receive as part of your package you will be billed \$4.95 per 100MB. This charge is incurred without notification. The overage is calculated by monitoring the amount and size of the files transferred from your account. These charges are made at the sole discretion of ADICD and are non disputable.

4. ILLEGAL USE. ADICD servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

5. SECURITY. Violations of system or network security are prohibited and may result in criminal and civil liability. Examples include but are not limited to the following: unauthorized access, use, probing, or scanning of systems security or authentication measures, data, or traffic; interference with service to any user, host, or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system, broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

6. SERVER ABUSE. Any attempts to undermine or cause harm to a ADICD server or customers are strictly prohibited. This includes the abusive sending of unsolicited email, also known as "Spam."

7. CUSTOMER CONDUCT. You are solely responsible for the contents of your transmissions through ADICD. Your use of the ADICD service(s) is subject to all applicable local, state, national and international laws and regulations. You agree: (1) to comply with AUSTRALIAN law regarding the transmission of technical data exported from the AUSTRALIA through ADICD; (2) not to use ADICD for illegal purposes; (3) not to interfere or disrupt networks connected to the ADICD; and (4) to comply with all regulations, policies and procedures of networks connected to ADICD. You agree not to transmit through ADICD service(s) any unlawful, harassing, libelous, abusive, threatening, harmful, or otherwise legally objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. You shall not interfere with another customer's use and enjoyment of the ADICD service(s) or another entity's use and enjoyment of similar services. ADICD may, at its sole discretion, immediately terminate your service or any agreement with us should your conduct fail to conform to these terms and conditions.

8. COPYRIGHT VIOLATIONS & INTELLECTUAL PROPERTY VIOLATIONS. You agree not to engage in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, you agree to not engage in activity that violates privacy, publicity, or other personal rights of others. ADICD is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also ADICD policy to terminate the privileges of customers who commit repeat violations of copyright laws.

9. ACTIONS TAKEN BY ADICD. Your failure to meet or follow any of the Terms and Conditions set forth by ADICD is grounds for account deactivation. ADICD will be the sole arbiter as to what constitutes a violation of its Terms and Conditions. ADICD reserves the right to remove any account without prior notice. When ADICD becomes aware of an alleged violation of its Terms and Conditions, ADICD will initiate an investigation. During the investigation, ADICD may restrict a customer's access in order to prevent further potentially unauthorized activity. Depending on the severity of the violation, ADICD may, at its sole discretion, restrict, suspend, or terminate a customer's web hosting account and/or pursue other civil remedies. If such violation is a criminal offense, ADICD will notify the appropriate law enforcement authorities of such violation.

10. MODIFICATIONS TO AGREEMENT. You agree, during the period of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and (2) change the services provided under this Agreement. Any such revision or change will be binding and effective immediately on notification to you by e-mail or regular mail as per the Notices section of this agreement, Section 19. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail or regular mail as per the Notices section of this agreement, Section 19. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes.

11. MODIFICATIONS TO YOUR ACCOUNT. In order to change any of your account information with us, you must email mail us with the details of the modifications.

12. ANNOUNCEMENTS. We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products and services offered by ADICD or 3rd Parties or other information to add security or to enhance your identity on the Internet.

13. LIMITATION OF LIABILITY. You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). We and our contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement; (6) loss or liability resulting from the development or interruption of your Web site or email service. You agree that we will not be liable for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action

whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages. In no event shall our maximum liability exceed one hundred (\$100.00) dollars.

14. NO GUARANTY. You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to the registration, reservation, or use of the domain name.

15. DISCLAIMER OF WARRANTIES. You agree and warrant that the information that you provide to us to register for our Services is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time. You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the our e-mail service or that defects in the Services software will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the our e-mail service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the e-mail service or any transactions entered into through the e-mail service. No advice or information, whether oral or written, obtained by you from us or through the e-mail service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

16. REVOCATION. You agree that we may terminate your right to use our Services if the information that you provided to register for our Services, or subsequently to modify it, contains false or misleading information, or conceals or omits any information we would likely consider material.

17. RIGHT OF REFUSAL. We, in our sole discretion, reserve the right to refuse to host your website or register you for other Services, or to terminate the Services we provide you within thirty (30) calendar days from receipt of your payment for such services. In the event we do not host your website or register you for other Services within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to host your website or register you for other Services.

18. NON-AGENCY. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

19. NOTICES. Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to be given when the sender has obtained an electronic confirmation of delivery. E-mail notice shall be sent to you at the e-mail address you have provided in your registration application or as updated from time to time. Mail shall be sent to us at ADICD; 21 Cairns Street, Red Hill QLD 4059, and mail shall be sent to you at the mailing address you have provided in your registration application or as updated from time to time.

20. ENTIRETY. You agree that this Agreement and the rules and policies published by us are the complete and exclusive agreement between you and us regarding our Services. This Agreement supersedes all prior agreements and understandings, whether established by custom, practice, policy or precedent.

27. DOMAIN NAMES. Individual Top Level Domains carry their own Terms and Conditions from the Domain Servicing Company. If you are buying a .biz, .info, or .uk domain please read the following:

28. DESIGN SERVICES. ADICD designed web sites are the sole property of ADICD. By purchasing such service you are purchasing a limited license to use the Web Site Designs for the purpose of displaying a single web site on the ADICD Web Hosting infrastructure. You may not sub-license, assign, sell or transfer this license to anyone else without prior written consent from ADICD.

29. ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS.