HOSTING APPLICATION FORM

- SECTION A -

Please complete this Application Form with payment details and email, fax or post to:
orders@webassist.com.au **Fax: (03) 8652 1540** **WebAssist, PO BOX 9055 SOUTH YARRA VIC 3141, AUSTRALIA**

Account Details:

Company Name: _____

Admin Contact Name: _____

Postal Address: _____

Suburb: _____

State: _____ Postcode: _____

Phone: (0) _____

Fax: (0) _____

Accounts E-mail: _____

Payment Details:

Total Upfront: $ _____

Company Purchase Order No?: _____

☐ **Cheque/Money Order** Payable To: WebAssist

☐ **Direct Bank Deposit** Please call for banking details or view details on the service invoice provided

NOTE: Services will not commence until payment has been received.

Name: _____
　　　 NOTE: Must be Company Secretary/Director

Signature: _____
　　　 NOTE: Must be Company Secretary/Director

Date: _____

Choose Service Details:

SERVICE DESCRIPTION	SETUP FEE	SERVICE FEE	TOTAL
DOMAIN NAME REGISTRATION – (COMPLETE SECTION B)			
2 year **.com.au** or **.net.au** Domain Name Register/Renew	**$99** for 2 years		
2 year **.com / .net / .org / .info** Domain Name Register/Renew	**$69** for 2 years		
HOSTING PACK APPLICATION - (COMPLETE SECTION B & C)			
Essentials Package *(Incl. 100 email boxes; 1GB storage space and mailbox size; unlimited RAM)* Service fee if paid annually: 20% discount if paid for 2 years: 30% discount if paid for 3 years:	**$0**	**$199** **$318** **$417**	
Business Package *(Incl. 200 email boxes; 2GB storage space and mailbox size; unlimited RAM)* Service fee if paid annually: 20% discount if paid for 2 years 30% discount if paid for 3 years	**$0**	**$249** **$398** **$522**	
Enterprise Package *(Incl. 300 email boxes; 3GB storage space; unlimited RAM; multi login)* Service fee if paid annually: 20% discount if paid for 2 years 30% discount if paid for 3 years	**$0**	**$299** **$478** **$627**	
Standard domain/traffic forward service	**$0**	**$49**	
TOTAL UPFRONT COST:			

Services above are GST exempt; Prices are subject to change without notice.
Please make sure you are using the most recent copy of this registration form.
Services will not commence until payment of the 'Total Upfront' has been received.

WebAssist ABN 18 582 862 282
PO BOX 9055 SOUTH YARRA VIC 3141
Fax: (03) 8652 1540

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Email: accounts@webassist.com.au

WEBASSIST WEB HOSTING

- SECTION B -

Please complete this Application Form with payment details and email, fax or post to:
orders@webassist.com.au **Fax: (03) 8652 1540 WebAssist, PO BOX 9055 SOUTH YARRA VIC 3141, AUSTRALIA**

Domain Name Details:

Please complete a separate form for each domain name/web site required. Please print clearly to avoid delays in processing.

Company Name: _____

Australian Company Number (ACN) / Australian Business Number (ABN): _____

Administration Contact Name: _____

Phone: (0   ) _____   Fax: (0   ) _____

E-mail Address: _____

Do you wish WebAssist to be the Technical Contact for this Domain? ☐ YES   ☐ NO   **If NO, complete details:**

Technical Contact Name: _____

Phone: (0   ) _____   Fax: (0   ) _____

E-mail Address: _____

Domain Name/s: _____

☐ **We want WebAssist to register our new Domain Name/s and require WebAssist to host it/them**

☐ **We have registered a Domain Name and require WebAssist to host it**

☐ **We want WebAssist to handle renewal of our Domain Name and will transfer it to your Registrar**

Domain Registry Password: _____

Please Note: If applying for a NEW com.au Domain Name, an invoice will be sent to you for Domain Name Registration.

Hosting Details:

Is WebAssist hosting email for this domain?:   ☐ **Yes**   ☐ **No**

Is WebAssist hosting the website/www?:   ☐ **Yes**   ☐ **No**

Standard Domain/Traffic Forward service:

Redirect _____ traffic from: _____   To Domain: _____

Please authorise WebAssist to commence hosting:

Name: _____

Position: _____
NOTE: Must be signed by Company Secretary/Director

Signed: _____

Date: _____

TERMS & CONDITIONS OF USE

- SECTION C – Please sign and return to us -

This Hosting Agreement (the "**Agreement**") governs your purchase and use, in any manner, of all hosting services ordered by you ("the **Client**") and accepted by WebAssist. The hosting services subject to this Agreement are any services, other than domain name services, purchased on the WebAssist web site by you during the ordering process (collectively, the "**Services**" or "**Web Hosting Service**"). You must accept the terms of this Agreement to use the Services.

The Client has ordered, and WebAssist agrees to provide (upon acceptance of the Client's purchase request), the Services pursuant to the Service Options selected by the Client. WebAssist will host an account for the purchaser, hereafter referred to as the Client, for their chosen domain name, for a period of twelve (12) months. As part of the Services, WebAssist will configure, install, house, maintain, upgrade, monitor, modify and operate the computer equipment, server(s), operating software, network equipment and components (collectively, "**WebAssist Systems**") as necessary to host and serve the Client's Content (as defined below) via the Internet in accordance with the Service Options. The Client acknowledges that, as a part of WebAssist Systems, WebAssist may retain one or more third-party service providers to supply the necessary facilities, equipment, and connectivity to provide the Services hereunder. Subject to the specific terms of this Agreement, WebAssist retains sole right and control over the content and conduct on WebAssist Systems. The Client is responsible for securing and maintaining its own Internet connectivity to access WebAssist Systems.

WebAssist 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 The Client is the person or entity who is applying or who is receiving Web Hosting Services from WebAssist.
1.1 The Web Hosting Service is provided on an "AS IS, AS AVAILABLE" basis however WebAssist shall use commercially reasonable efforts to make WebAssist Systems and the Service available 99.9% of the time (the "**Uptime Goal**"). The Uptime Goal shall be measured within WebAssist System on a monthly basis calculated to include 24 hours per day over each month, but excluding from the numerator and denominator in the calculation the duration in time of any temporary shutdowns due to scheduled maintenance (which will not exceed in the aggregate 5 hours per month), telecommunications or power disruptions caused by third parties, and any other causes beyond WebAssist reasonable control. Any failure of WebAssist to satisfy the Uptime Goal shall not constitute a breach of this Agreement. The Client further acknowledges and agrees that its sole and exclusive remedy for any failure of WebAssist to provide the services in accordance with the uptime goal is to terminate this Agreement.
WebAssist gives no warranty, express or implied, for the Web Hosting Services provided this no warranty expressly includes any reimbursement for losses of income due to disruption of services by WebAssist or its providers beyond the fees paid by the client to WebAssist for services.
1.2 The Client will use the Web Hosting Services in a manner consistent with any and all applicable laws of the State of Victoria and the Australian Federal Government.
1.3 Use of any information obtained by way of WebAssist is at the Client's own risk, and WebAssist holds no liability for such use.
1.4 WebAssist is not responsible for any damages arising from the Client's use of WebAssist or by the Client's inability to use the Web Hosting services for any reason.
1.5 While WebAssist shall make every reasonable effort to protect data stored on the Client's Server(s), WebAssist is not responsible for the Client's Data, files, or directories residing on WebAssist's equipment. The Client is solely responsible for maintaining data, file, and directory structure backups.
1.6 The Client is required to provide WebAssist with correct and up to date contact details for billing and technical notification purposes. WebAssist takes no responsibility for disruption to services due to inability to contact the Client.
1.7 The Client understands that WebAssist may rely on 3rd party providers and network operators and does not have control of their operations.

PAYMENT
2.0 The Client agrees to a once off set up fee and an Annual Payment as agreed (dependant on chosen hosting package) for Web Hosting Services. In addition setup fees may be charged for additional services as per prices indicated at www.WebAssist.com.au or sent via email to the Client. If the Client exceeds the transfer limit imposed by their chosen hosting package, the Client will be required to upgrade their service to a package with a greater transfer limit.
2.1 Payment can be made by cheque, direct bank deposit, online transfer or money order only and in accordance with the terms on the WebAssist invoice which will be forwarded to the Client by mail or electronic mail.
2.2 WebAssist reserves the right, in its sole discretion, to deactivate the Clients Web Hosting account(s) upon an indication of credit problems including delinquent payments or overdue payments past the terms of payment.
2.3 Client's will receive an invoice by mail or electronic mail for renewal of Annual Payment no less than two (2) weeks prior to renewal date of Annual Payment.

2.4 A late charge of $10.00 AUD may be applied after 7 days from the due date of any late Annual Payment. If payment is not received by WebAssist within 10 days of the due date, WebAssist has the option of suspending or terminating the Client's Web Hosting Services.

CHANGE
3.0 WebAssist 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 WebAssist's Web Site or via regular postal mail only. Continued usage of Web Hosting Services indicates your acceptance of the Terms and Conditions in their amended form.

TRADEMARKS AND COPYRIGHTS
4.0 The Client warrants that it has the right to use the applicable trademarks of the Client, and grants to WebAssist the rights to use such trademarks, if any, in connection with WebAssist's promotion of, referencing of, cataloguing of, or indexing of WebAssist's Web Hosting clients.
4.1 The Client hereby agrees that any material submitted for publication on WebAssist 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 libellous or harmful.

INTERNET ETIQUETTE
6.0 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 WebAssist. All messages transmitted via WebAssist's service should correctly identify the sender; 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.
6.1 Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. WebAssist is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet or any other network WebAssist or its Clients may utilise.
6.2 Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. WebAssist reserves the right to deactivate the Client's Web Hosting account(s) upon an indication of such activity. The Client hereby agrees to indemnify and hold harmless WebAssist from any claim resulting from the Client's or another party's use of electronic mail service(s) on the Clients Web Hosting account(s).

TERMINATION
7.0 The Client may cancel the Web Hosting Services upon the conditions that requests for cancellation must be made in writing with 30 days prior notice and sent to WebAssist by either facsimile (with company letterhead) or via usual postal mail. Cancellation will not take effect until received. No pro-rata refunds or rebates will be given for early termination, unless cancellation is requested in the first thirty (30) days. Setup fees are not refundable. Upon request for service termination, the service will remain active and available for the remainder of the paid service period already paid for in advance, however you may disable your hosting service from within your hosting account online control panel to stop your website from appearing to the world wide web at any time.
7.1 WebAssist reserves the right to suspend Web Hosting Services without notice for any unpaid or partially paid balances. The Client is responsible for any legal fees incurred for the collection of any unpaid amounts. Removal of the suspension may attract a reactivation fee.
7.2 Mass unsolicited/unwelcome mailing ("Spamming") is strictly prohibited. Any Client found to be Spamming will have their Web Hosting Services immediately terminated and find themselves billed for any unpaid balances as well as for any damages that occur as a result of their action.

SATISFACTION GUARANTEE
8.0 The Client may terminate services within the first thirty (30) days from activation of the hosting account and receive a full refund excluding any setup fees applicable. Domain names registrations or renewals are not refundable.

LIMITATION OF LIABILITY
9.0 WebAssist shall have no liability for any consequential, exemplary, special, incidental, or punitive damages even if WebAssist has been advised of the possibility of such damages. In no event shall WebAssist have any liability for unauthorised access to, or alteration, theft or destruction of information distributed or made available for distribution via the services through accident, fraudulent means or devices (including, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information). The total liability of WebAssist to the Client for any reason and upon any cause of action shall be limited to the amount actually paid to WebAssist by the Client under this Agreement during the 12 months immediately preceding the date on which such claim arose. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees for the services set by WebAssist hereunder have been and will continue to be based upon this allocation of risk.

INDEMNIFICATION

10.0 The Client will indemnify, hold harmless, and defend WebAssist and all employees, officers, directors and agents of WebAssist and any of its affiliates from and against any and all claims, suits, actions, demands or proceedings (whether threatened, asserted, or filed) and all related damages, losses, liabilities, cost and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or relating to: (a) any violation or breach by the Client of any term, representation or warranty, or policy of this Agreement; (b) the

Client's unlawful or improper use of the Services; (c) any damages caused to WebAssist Systems by the Client Content; (d) any actual or alleged violation of any Proprietary Rights or non-proprietary rights (including, but not limited to, defamation, libel, rights of privacy or publicity) by the Client Content.

ARCHIVING OF DATA

11.0 WebAssist will archive the Client's data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, WebAssist will restore from the last known good archive. In the event of corruption of all of WebAssist archives, or in the event that an old archive is used to restore data, the Client should be prepared to upload its data to its web site. WebAssist will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Client data recovered from WebAssist backups.

ENFORCEMENT BY WEBASSIST

12.0 WebAssist reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of WebAssist Systems. As described in the Hosting Agreement, WebAssist reserves the right and has absolute discretion to (a) enforce this Policy and the terms of the Hosting Agreement and (b) remove or disable access, screen or edit any Client Content that violates these provisions or is otherwise objectionable. Without limitation, WebAssist also reserves the right to report any activity (including the disclosure of appropriate Client information) that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. WebAssist also may without limitation cooperate with appropriate law enforcement agencies to assist in the investigation and prosecution of any illegal conduct or infringement of any third party's legal rights by providing network and systems information related to allegedly illegal, harmful, infringing or objectionable content. WebAssist reserves all rights to identify the Client by its IP address to third parties within the scope of the *Privacy Act 1988* (Cth).

JURISDICTION

13.0 This Agreement is governed by the law applicable in the State of Victoria in Australia. The Client and WebAssist agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

Please authorise WebAssist to commence hosting:

Name: _____

Position: _____

Company: _____

ABN/ACN: _____

Signed: _____
NOTE: Must be signed by Company Secretary/Director

Date: _____

23 June 2015