



Website Hosting Terms and Conditions

Definitions

"Client" includes the person purchasing the services or any agent or representative thereof.

"Registrant" includes the person applying for a domain name or any party acting on their behalf.

"Registry" means the relevant domain names Registry.

"Services" means domain name registration, website hosting, email and any other service or facility provided by Ramble Communications to the Customer.

"Server" means the computer server equipment operated by Ramble Communications in connection with the provision of the Services.

"Website" means the area on the Server allocated by Ramble Communications to the Customer for use by the Customer as a site on the Internet.

"Ramble Communications" includes any party acting on Ramble Communications' explicit instructions.

Domain Name Registration

Ramble Communications is not a domain registrant. Instead, we register domains for our clients via a third party.

We do not have any control over the availability of new domains.

In registering domains, we may use information that our client has provided to us, such as the business ABN. It is the client's responsibility to supply us with the correct information.

When purchasing an Australian domain, such as .com.au, it is also the client's responsibility to ensure that the domain name has a close relationship to their name or business name.

Most domains are registered for two years.

Invoice terms for domain name registrations and renewals are seven days.

The cost of domain name registration is non-refundable.

We inform our clients when their domain is up for renewal. When a domain is up for renewal, we receive notification of the need to renew from the third party supplier. We will endeavour to notify the client as soon as we receive this notification. Upon receiving this notification, the client must advise us whether or not they would like to renew the domain. If the client advises us to renew, we will do so and send an invoice.

Ramble Communications is not responsible for any downtime, loss or damage suffered as a result of non-renewal or expiry of a domain name. It is the responsibility of the client to advise us to renew. You must also keep your contact details up to date so that we can advise you in a timely manner.

Ramble Communications will be listed as the domain registrant because the domain was registered under our account with the third party supplier. However, we recognise the client as the owner of the domain. If at any time the client wants to transfer the domain to another registrant, they can do so. However, all accounts to Ramble Communications must be paid in full before we will facilitate such a transfer.

Upon registration, we send the client the information necessary to manage the domain if they need to.

Service availability

We will endeavour to avoid down-time. If down-time is required for the purposes of maintenance or repair, we will inform the client in a timely manner.

Unforeseen circumstances may result in service down-time. If this occurs, we will use our best endeavours to notify the client within 48 hours.

We reserve the right to end the service if the account is unpaid. Please see 'Termination' for more information.

Content ownership

The client is responsible for the content and data stored in their web hosting space. All content and data belongs to the client. All licences, consents, authorisations and approval are the responsibility of the client. Intellectual property rights belong with the client. Copyright belongs with the client.

We will respect the privacy of our client's information and will endeavour to protect their confidentiality to our best ability.

Both the client and Ramble Communications will have access to the content and data at all times.

Termination

Ramble Communications may suspend or terminate access to the hosting services if we deem it necessary. For example, the services will be suspended if we become aware of any unlawful content or activity within the hosting space. We may also terminate or suspend the services if the client's account becomes overdue.

Our hosting services are provided on seven day terms. If an account remains unpaid after 30 days, we will send the client a notification of suspension. If the account is not paid in a timely manner, we will end the hosting service. We will put a notice on the website saying that it is currently unavailable. We will keep the data on file for three months. After three months, it will be deleted.

Ramble Communications will not be responsible for any loss or damage to the client or any other party as a result of such suspension or termination.

If Ramble Communications is informed of illegal content stored under a domain name or hosting space, we will immediately request the client remove the data. If the data is not removed within 24 hours, Ramble Communications will be entitled to immediately suspend the website and terminate this agreement. Illegal content will not be stored. We will put a notice on the website saying that it is currently unavailable. We will keep data – other than illegal content – on file for three months. After three months, it will be deleted.

Indemnity

The client agrees to indemnify and hold harmless Ramble Communications and its employees, contractors, agents and directors in full against any and all liabilities, claims, losses, damages, penalties, actions, judgments, suits, costs or expenses of any kind arising under this agreement, including from the use of any intellectual property rights of any third party and the registration or use of domain names.

Limitation of Liability

The client will not, under any circumstances, seek to hold Ramble Communications responsible or liable for any loss or damage whatsoever either under this agreement or in relation to the provision of the hosting and domain services, including but not limited to:

- (a)** Loss of profits arising out of, or in connection with, this agreement;
- (b)** Use, misuse, suspension and or loss of any client domain registrations;
- (c)** Interruption to the business and operations of the client;
- (d)** Access delays or interruptions to any website accessed by registered domain name of the client;
- (e)** Non-delivery, mis-delivery, corruption, destruction, or modification of data and or information;
- (f)** Events beyond the control of Ramble Communications; and or
- (g)** Processing of an application for domain name registration.

Ramble Communications shall not, under any circumstances, be liable for any acts or omissions relating to domain name registration. This applies to the actions of the client and any third parties, including domain name registration suppliers.

In using our hosting services, the client agrees to these limitations of liability.

Notices

The client acknowledges that all rules and regulations that apply to domain name registration must be strictly construed and applied. The client accepts sole responsibility for ensuring compliance with all relevant laws, rules and regulations in this respect.

The client agrees that it is solely liable for ensuring that all Customer details on registered domain records remain current. Ramble Communications will not be held liable for any loss or damage arising from interruption to the hosting services that occur as a result of client non-compliance with the matters referred to above, including obsolete contact details.

Ramble Communications will not reimburse or otherwise compensate the client for payments made to third parties for domain name renewals.

Ramble Communications standard hosting support times are between 9:00 am and 5:00 pm Monday to Friday, Eastern Standard Time in Australia.

Ramble Communications standard hosting support includes ensuring that the server is online whenever reasonably possible and that domains hosted by Ramble Communications are visible on the internet.

Cancellations

The client may cancel an order for web hosting services without reason within seven days from the date of the order by written notice to Ramble Communications.

Upon receipt of such notice Ramble Communications shall refund any monies paid by the client in full within 30 days of the notice.

This does not apply to domain name registration services. Domain names are non-refundable.

Upon receipt of a cancellation notice or otherwise upon the expiry or termination of this agreement Ramble Communications will be entitled to delete and not retain any records, data, programs or other content.

Complaints

The Customer may lodge a complaint under this agreement to Ramble Communications by phone, mail or email.

Law

This agreement shall be governed by and construed in accordance with Victorian law, and the parties hereto hereby submit to the non-exclusive jurisdiction of Victorian courts.

Ramble Communications

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