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Terms and Conditions

JAG Systems Pty Ltd (“JAG Systems”) provides these Standard Terms and Conditions for the Supply of the JAG Systems Web Hosting Service (“the Service”). These terms apply to the customers (“you”) of JAG Systems as users of the Service.

Please read these terms and conditions carefully. It is a condition of your use of the Service that you comply with these terms and conditions.

1. General

- 1.1. JAG Systems reserves the right to amend these Terms and Conditions without notice. You will be advised of changes via email and will then be obliged to comply with these terms and conditions as amended or cease using the Service.
- 1.2. These Terms and Conditions commence on the date of application as listed on the Domain and Website Hosting Application Form and continue until either party terminates by 30 days notice in writing to the other party. On termination or expiry of this agreement for any reason, we may delete all of your data from any storage media.
- 1.3. Application and variation of these Terms and Conditions are the terms on which we provide the Service to you. These terms constitute the agreement in its entirety and supersede prior agreements. We may modify these terms as applying to any agreement, the pricing structure for any Service or the terms of the operation by general notice on a page of the Internet referred to on the our Home Page (www.jagsystems.com.au), and any use after that publication will constitute an acceptance of that modification.
- 1.4. The rights of the Client cannot be transferred or sold without written approval from JAG Systems.
- 1.5. Resale of our services to others is strictly forbidden under all circumstances.
- 1.6. The responsibility for the content and actions of any advertising sold to a third-party by you is solely your responsibility.
- 1.7. You agree not to harm JAG Systems or the reputation of JAG Systems or any other Clients by using or misusing the Service.

2. Service

- 2.1. The Service can only be used for legal purposes under all federal, state and local laws.
- 2.2. We will assign you an identification number (ID) which will be used to identify the Domain, Web and Email Services as per the Web Host service level you have selected in the Application Form.
- 2.3. We will provide you with details of the Web Management application (cPanel) available online via their Domain URL.
- 2.4. We will provide username and password details to you of your associated domain name registrations and the relevant Registrar.
- 2.5. Interruptions to Service. JAG Systems is not liable for faults or interruption to service, whether within or outside of JAG Systems reasonable control. You understand that interruptions may occur and absolves JAG Systems of any responsibility in the event of damages incurred as a result of loss of service. Service may be temporarily unavailable due to scheduled maintenance or power losses or other causes.
- 2.6. JAG Systems will provide and maintain a website for you and will quote for those services separately.

3. Payment

- 3.1. You must pay for the Service as agreed. In particular you must pay all Service time charges, minimum charges and other amounts incurred by you or any designated users or incurred as a result of any use of your password (whether authorised or not) in accordance with the billing option selected. To this end you must pay to us the Hosting Fee and Setup Fee in advance. The Hosting Fee is inclusive of any government taxes or charges and exclusive of any registration or delegation charges imposed by domain name authorities.
- 3.2. In addition you must provide and pay for:
 - 3.2.1. All government taxes, duties and levies (if any) imposed on either you or us in respect of the Services or any other service or goods supplied.

- 3.3. You must pay all amounts billed in accordance with your billing option. Billing period is nominated by the client at the commencement of receipt of services and is either:
 - a) Monthly beginning at the first day of the month.
 - b) 3-monthly cycle beginning at the first day of January, April, July, October of each year,
 - c) Six monthly – billed on the half-anniversary of the date of service commencement
 - d) Annual – billed on the anniversary of the date of service commencement
 - 3.4. No credit terms are given to credit card accounts or direct debit accounts. Upon registration of a credit card or debit account, you give us authorisation to debit your credit card or account for all charges.
 - 3.5. Credit card and direct debit authorities are processed by a third-party provider (Pay Solutions) on JAG Systems behalf.
 - 3.6. Payments for all accounts are due within 30 calendar days of the issue of the invoice unless otherwise arranged with JAG Systems. If payment is not received within 45 days of the billing cycle, all domain and website services will be suspended until payment is made.
 - 3.7. Payments remaining unpaid at 90 days will cause all website and domain services to be terminated and invoke action to recover unpaid fees and costs.
 - 3.8. You consent to us obtaining a credit reporting agency containing personal information (as well as information concerning commercial creditworthiness and activities) for the purpose of assessment by us of an application for credit (whether commercial or personal) or for the purpose of the collection of payments which are overdue.
4. Warranties and Liabilities
- 4.1. We do not warrant that:
 - 4.1.1. The services provided under this agreement will be uninterrupted or error free or
 - 4.1.2. The services will meet your requirements, other than as expressly set out in this agreement.
 - 4.2. Except as expressly provided to the contrary in this agreement, all warranties whether express, implied statutory or otherwise, relating in any way to the subject matter of this agreement are excluded. Where any statute implies in this agreement any term, and that statute avoids or prohibits provisions in a contract excluding or modifying the application of or liability under such a term, then the term will be taken to be included in this agreement. However, our liability for any breach of the term will, if permitted by that statute be limited, at our option, to the resupply of the services again; or payment of the cost of having the services supplied again.
 - 4.3. You warrant that
 - 4.3.1. At the time of entering into this agreement you are not relying on any representation made by us which has not been stated expressly in this agreement, or on any descriptions or specifications contained in any other document, including any catalogues or publicity material which we have produced;
 - 4.3.2. You will conduct such tests and computer virus scanning as may be necessary to ensure that data up loaded by you onto or down loaded by you from the Server does not contain any computer virus and will not, in any way, corrupt the data or systems of any person;
 - 4.3.3. You will keep secure any passwords used to up load data to the Server. You are wholly responsible for the protection of your password and any authorized or unauthorized use of your password;
 - 4.4. You accept responsibility for all information and material you issue over any Service, and indemnify us and hold us harmless against any liability in relation thereto. In particular you undertake that you shall not publish or issue any information that is illegal. You also acknowledge that we do not vet or approve any information or material available through the Service and that we do not accept any liability. To the full extent permitted by law you access and use such information and material at your own risk.
 - 4.5. You agree to abide by our Acceptable Use policy.
 - 4.6. You are solely responsible for dealing with persons who access the client data, and must not refer complaints or inquiries in relation to such data to us.
 - 4.7. We are not liable to you or any other person for:
 - 4.7.1. Any cost, loss or liability (including loss of profit or other consequential damage) arising from our supply or failure or delay in supplying the Service;
 - 4.7.2. The content, context or confidentiality of any communications made using the Service.
5. Suspension of Service
- 5.1. We may from time to time without notice suspend the Service or disconnect or deny your access to the Service:
 - 5.1.1. During any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable;

- 5.1.2. If the Customer fails to comply with any agreement (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything that in our opinion may have the affect of jeopardising the operation of the Service. Notwithstanding any suspension of any Service under this clause you shall remain liable for all charges due throughout the period of suspension.
- 5.1.3. Any costs associated with recovering outstanding charges will be transferred to the Client.

6. Miscellaneous

- 6.1. The client grants to JAG Systems a license to use and reproduce all Client Data in order to fulfil its obligations under this agreement.
- 6.2. A provision of, or a right created under this agreement, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.
- 6.3. This agreement and the transactions contemplated by this agreement are governed by the law in force in the State of New South Wales
- 6.4. You may not assign its rights and obligations under this agreement without our prior written consent.

JAG Systems Acceptable Use Policy

Please read it carefully. It is a condition of your use of our service that you comply with the terms of this Policy.

General Principles

JAG Systems is not responsible for the content of user originated traffic

- We exercise no direct supervision or control whatsoever over the content of the information passing through our network.
- We do not assume any responsibility for information not sent or authorised by us.
- The responsibility for traffic that does not conform to this policy and all possible consequences lie with the sender of the traffic.

Acceptable Uses

Your responsibilities.

- use our service and services in a manner which does not violate any applicable laws or regulations;
- respect the legal protection afforded by copyright, trade marks, license rights and other laws to materials accessible via our service;
- respect the privacy of others;
- use the service in a manner which does not interfere with or disrupt other network users, services or equipment; and

Unacceptable Uses

You must comply with the Law

- It is not acceptable to use our service for any purpose that violates local, State, Federal or international laws.

It is not acceptable to use our service to, amongst other things:

- violate copyright or other intellectual property rights;
- illegally store, use or distribute software; to transmit threatening, obscene or offensive materials;
- engage in electronic 'stalking' or other forms of harassment such as using abusive or aggressive language;
- misrepresent or defame others;
- commit fraud;
- gain unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;
- damage, modify or destroy the files, data, passwords, devices or resources of JAG Systems, other users or third parties;
- engage in misleading or deceptive on-line marketing practices;
- conduct any business or activity or solicit the performance of any activity that is prohibited by law;
- make an unauthorised transmission of confidential information or material protected by trade secrets; or
- attempt to do any of these things.

You may not use the service to interfere with or disrupt other network users, services or equipment. In particular, for example, you must not:

- distribute messages to inappropriate or unrelated forums, newsgroups, mailing lists or individuals ('spamming');
- send unsolicited commercial messages;
- propagate computer worms, viruses and other types of malicious programs;
- make transmissions of any type or quantity which adversely affect our operation or jeopardise the use of our service, or its performance for other subscribers; and
- harass or impersonate JAG Systems or other users.

Soliciting subscribers to other services is not allowed

- It is also not acceptable to use our service to solicit subscribers to become subscribers of other competitive information services.

Policy Governance

We may monitor your account but will respect your privacy

- We may monitor the conduct of your account to determine whether this policy is being followed.
- If we monitor the conduct of your account we will safeguard your privacy unless to do so would involve us in concealment of a criminal offence or inhibit the enforcement of this policy.

We will make an effort to contact you

- If we become concerned that your use of our service may break the law or that you have not complied with this policy we will attempt to contact you before taking action.

If we believe that your use of the service may break the law or that you have not complied with this policy we may:

- warn you by email;
- suspend your access to the service;
- terminate your account without notice; and/or
- notify and provide relevant information to the authorities, as appears appropriate in the circumstances.

In the event of taking action under Item 13 we reserve the right to delete any or all of your information, material, software or other content stored on our system in our sole discretion.

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