

DESIGN TERMS OF SERVICE

Once you appoint AWE as your website developer and are happy with the quote, we require a deposit of up to 50% of the quoted fee and the remaining payment within 14 days of final invoice, sent on completion.

We keep working with the customer to ensure they are satisfied with the website. During development we offer almost unlimited revisions of the design and layout to ensure they are happy with the finished result.

For updates or modification to existing websites, at our discretion, we may ask for a deposit to begin the work, based on the total estimated cost.

Estimates are only an estimate based on our understanding of what it should take to complete the job. Our work is generally based on our current hourly rate.

HOSTING TERMS OF SERVICE

Guarantee

All hosting accounts have a full money back guarantee, upon cancellation within 30 days of payment, if the account holder is not satisfied for any reason. **Domain registration fees, SSL certificates and fixed IP charges are not refundable but are transferable (with the exclusion of fixed IPs allocated for SSL certificates).**

You may cancel your hosting account at anytime. Refunds for accounts cancelled after the first 30 days will be granted only for the months that you have not used. You are responsible for making sure that we have your current and correct contact information on file. We reserve the right to send announcements, invoices, occasional renewal offers relevant to your hosting account and domain name and any other service you have with us. Australian Webpage Effects will NOT give your email address or any other contact information to any third party except in order to manage your account or where required to do so by law.

We will make every reasonable attempt to avoid unexpected server downtime and to ensure that all accounts are well taken care of. We cannot guarantee or predict server downtime. Any network problem, or outage, is not covered under any guarantee or warranty and will not be grounds for reimbursement for any subsequent financial damages or losses. **All account data backups are the account holder's responsibility.** Although regular backups are made for all customers, Australian Webpage Effects is NOT responsible for your data backup or subsequent loss.

Unsolicited E-mail (anti-spam policy)

Accounts caught sending unsolicited, as defined by Australian Webpage Effects*, email either through our servers or to promote a web site on our servers will be terminated immediately and will not qualify for a refund. Accounts terminated for sending unsolicited email give up all rights to any content, files, backups and technical support associated

with this and ALL accounts hosted on any and all Australian Webpage Effects server and network. You may not create email forwards which forward to an email address not accessible by you, unless the recipient has specifically consented for you to do so. It is your responsibility to abide by the relevant privacy laws.

Australian Webpage Effects reserves the right to investigate accounts accused of sending unsolicited emails in any way deemed necessary. This includes suspending the accused account, during the pending investigation if warranted.

Sites promoting, advertising or otherwise making available tools, information and/or software for the purpose of sending unsolicited email will be shut down without notice. We reserve the right to cancel all hosting accounts, of anyone having an account suspended for sending spam. We will make available, upon request, the source of the complaints. We will NOT make available the actual complaint, if it means giving out individual contact information of the person filing the complaint.

Unsolicited is defined, by Australian Webpage Effects as: E-mail sent to recipients who have not asked, or expect to be contacted by you, for the sole purpose of promoting a website or commercial business on our servers. All email newsletters, forums and other services that send email are required to supply an unsubscribe option. All emails posted with an Australian link, sender or recipient address or Australian content must comply with the Australian Spam Act 2003.

Excessive Bandwidth Use

All of our Cpanel hosting accounts have bandwidth restrictions set. If you reach your designated bandwidth limit, your account will automatically suspend until the next month.

If your account reaches its bandwidth allowance for the month, you must either upgrade your account or purchase additional bandwidth to cover your account bandwidth usage. If you choose additional bandwidth, you must purchase in 2 GB increments each and you must purchase enough to cover the remaining term of your hosting account. All bandwidth/traffic/disk space amounts are measured in MBytes/GBytes.

Resource Limits

Resource limits are enabled on our servers. If an account is found to be negatively impacting server performance the offending script may be disabled or the account may be suspended and the owner contacted to remove the offending script. These limits are designed to protect all customers and ensure a high level of service.

Mail Server Use

All accounts have an outgoing (SMTP) mail restriction of 600 emails per hour. This only applies to the outgoing mail server for your domain (eg. mail.yourdomain.com) or those who use mailing lists or pages that use the server to send forms or any email through the mail server. Incoming mail or mail sent from your own ISP's mail server is not included in this limit.

Account Termination

Violation of our anti-spam policy will be grounds for immediate account termination. Web sites deemed offensive, pornographic or racially degrading, by Australian Webpage Effects, will be removed from our servers without notice. **Abusive behaviour of any type will not be tolerated.** Web sites promoting, making available or otherwise contributing to software piracy, hacking, spamming, bit torrent hosting, denial of service attacks and/or damage to commercial networks or servers will be removed from our servers without notice and illegal acts will be reported. Free For All (FFA) link sites and using your account for IRC/BBN purposes is not allowed on our servers. Use of our servers as a Virtual Private Network (VPN) is prohibited.

Accounts using up enough server resources, to slow or crash a server, will be shut down without prior notice. Websites with heavy traffic should not run BBS, webcams, forums and message board programs on our general hosting accounts, due to the massive amount of server resources they require. If an account is shut down, due to server resource issues, we will (upon request) make a reasonable effort to help get the account unsuspended. This includes tracking down the offending program, if applicable, and/or making available other arrangements for hosting the account on a private server (additional upgrade fees may be required).

All server activity is logged. Any snooping, hacking, or other inappropriate activity of any type outside of your account, on our servers, will be grounds for termination.

In addition, your account is for web and email use only, any other activities, at our sole discretion, will be grounds for termination.

This Terms of Service may be amended, at any time, at the discretion of Australian Webpage Effects. All accounts are required to comply with any changes made to these policies. Notification of any major changes to the policies will be emailed to the email addresses we have on file for all account holders.

If you are unsure if what you are doing is against our TOS, contact us. There are no refunds granted for accounts terminated due to TOS violation.

Domain Name Registration and Renewal Policy

Australian Webpage Effects will make every effort to register, transfer and/or renew your requested domain name. This is not a guarantee that your requested domain name is available for registration, transfer and/or renewal. Your domain name may go unregistered, untransferred and/or renewed, due to circumstances beyond our control, and will not be grounds for compensation of financial loss.

An order for domain name registration, transfer and/or renewal, does not guarantee domain name registration, transfer and/or renewal. Domain names will not be registered, transferred and/or renewed until payment is received. If requested domain name is paid for, to Australian Webpage Effects, and subsequently not registered, transferred and/or renewed by Australian Webpage Effects, the domain registration fee will be refunded.

Australian Webpage Effects
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