



## Shared hosting Standard Terms and Conditions

These are the standard terms and conditions which apply to all websites hosted with Anchor Systems Pty Ltd. For the most part they should not have any effect on the way you use our services, the conditions outlined in this document are not intended to be more restrictive than most other commercial hosting services available in the Australian Market.

They are provided to protect both ourselves, you and other clients using our services from having your level of service being down graded by the actions of others. If you have any problems with any of the conditions or terms please feel free to contact us as we are willing to discuss and resolve any problems you may have.

This agreement governs the terms of use by the Client of all Services provided by Anchor Systems Pty Ltd. For the purposes of this agreement Anchor Systems Pty Ltd will be referred to as "Anchor".

By accepting these terms and conditions the client recognises that they are also accepting to act within the bounds of the Acceptable Usage Policy

The Client agrees to use Services according to the following terms and conditions:

1. The client agrees to use the services according to the account selected or as specifically stated on their invoice. In the case of developers or where a single client holds multiple accounts these terms and conditions will be taken as binding to all existing and subsequent accounts once the client has provided acceptance of these terms and conditions.

2. Billing. All Virtual Hosting accounts are to be paid on an annual basis in advance unless stated otherwise. All dedicated server and co-location accounts are to be paid on a monthly basis in advance unless stated otherwise in writing. Excess usage charges will be billed and arrears and must be paid by the client.

3. Variation of Agreement. Anchor may from time to time vary the terms, charges and conditions outlined in this agreement. The version of this agreement that is published at [www.anchor.net.au](http://www.anchor.net.au) should always be taken

as the binding and most recent version of these terms and conditions.

4. Term of Agreement. Subject to clause (5) This agreement will continue for a period of 12-months unless otherwise stated. This agreement will automatically be renewed at the end of the initial Term unless terminated in accordance with this Agreement.

5. Termination of agreement. Unless otherwise stated this agreement may be terminated at any time by the client on the giving of 30 days notice. Unless otherwise stated this agreement may be terminated by Anchor on the giving of 60 days notice.

6. Compliance with Law. In using the services provided the client must abide by all applicable Local, State (New South Wales), Federal and International laws, treaties and regulations and any violation of this provision can result in termination immediately or with 30 days notice depending on the severity of the violation at the absolute discretion of Anchor.

7. Limitation of Liability. Anchor does not warrant to the client that the client will receive continual and uninterrupted services during the Term of this agreement. In no event shall Anchor be liable to the Client for damages resulting from or in relation to any failure or delay of Anchor to provide services under this Agreement if such delays or failures are due to circumstances beyond our control. Such a failure or delay shall not constitute a default under this agreement. Anchor, its directors, agents or employees will be liable in any way for any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the client out of, in connection with or reasonably incidental to the provision of the services by Anchor to the Client.

8. Disclaimer of Warranties. While Anchor uses all reasonable care in providing the Service, Anchor shall not have any liability whatsoever in respect of any loss or damage resulting from the provision of the Service, errors or omission in information provided in relation to the service. Anchor's liability in the event of failure to provide adequate service shall not extend beyond the cost of providing a comparable service.

**For a custom quotation please contact our sales team on 1300 883 979, or email us at [info@anchor.com.au](mailto:info@anchor.com.au)**

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Sydney NSW 2000

9. Indemnity. Client agrees to defend, indemnify and hold Anchor harmless from and against any and all claims, losses, liabilities and expenses (including solicitors' fees) related to or arising out of the Services provided by Anchor to Client under this Agreement, including without limitation claims made by third parties (including customers of Client) related to any false advertising claims, liability claims for products or services sold by Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided here under, or for any content published by Client using the Services, but excluding those directly caused by the negligence of Anchor.

10. Refusal of Service. Anchor retains the right to refuse services to the Client. Refusal of service may result if: (a) the client fails to pay accounts within 14 days of the due date. (b) if the agreement is terminated; or (c) if the client uses the misuses the services or fails to comply with the customers obligations under the agreement.

11. Shared servers. The Client understands the Service is provided on a shared server and acknowledges that its web-site cannot overwhelm the server through unnecessarily excessive use of CPU (such that other users/machine performance are/is adversely affected). If a client is deemed to be placing excessive usage on the server it will be deemed by Anchor that shared services are no longer appropriate and will need to relocate their account to a dedicated service. In such a case, if required Anchor will refund any unused portion or pre-paid services.

12. Severability. Should any part of this Agreement be or become invalid, that part shall be severed from this Agreement and such invalidity shall not affect the validity of the remaining provisions of the Agreement.

13. Passwords. The Client must ensure their password is only given to people whom they give authority to access their account. Anchor takes no responsibility to damage or loss resulting from un-authorized access to an account where access is gained with a valid username and password. Anchor systems will never request to be notified of the Clients password.

14. Unsolicited Email. The Client must not send Unsolicited bulk email via Anchors mail servers. The Clients site must not be referenced or linked to in Unsolicited email.

15. Permission to access data. The client is given the authority to access data contained in their account only. With the exception of having read-only access log files, users do not

have the authority to access, read or write data to any other location on the Anchor servers.

16. Unpaid Accounts. Accounts may be suspended if they are not paid within 14 days of due date and prior arrangements are not made. All data contained in a suspended account will remain on the system, BUT account holders will not be able to access it, the website will display a notice stating that the account is in arrears. Accounts will be removed from the system and all associated data deleted if the account is not paid within 3 months of due date. Whilst accounts are in arrears, clients will not have access to data stored on Anchor servers. Anchor reserves the right to delete data on canceled accounts.

17. Un-authorized access. Attempt to use Anchors servers by the Client to attack other networks/computers will result in cancellation of the account at the discretion of Anchor.

18. Entire Agreement. The Client acknowledges and agrees that this Agreement is the entire Agreement between the parties and excludes all oral or implied representations and terms unless such terms are agreed between the parties in writing.

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