Terms of Service (as amended 22nd September 2006)

1.0 - Preamble

The Client is the person or entity who is applying to receive, or who is receiving, services from webZplus herein after called the 'Client'.

webZplus is the person or entity authorised under this agreement to provide the supply of services to the Client and is herein after called 'webZplus'.

Spamming: (the practice of sending unsolicited, unwelcome mass mailings to people) is strictly prohibited. Any Client found to be spamming will have their services immediately terminated and find themselves billed for any unpaid balances as well as for any damages that occur as a result of the act of spamming.

Privacy Policy: The Client is in agreement with, and accepts webZplus privacy policy implied by your acceptance of these Terms & Conditions, details of our Privacy Policy can be found here Privacy Policy.

Agreement: The Client agrees that the following terms and conditions constitute the full and complete understanding between webZplus and the Client of the obligations and responsibilities of both parties to the other. The Client acknowledges that the service provided is of such a nature that the service can be interrupted for many reasons other than the negligence of webZplus and that damages resulting from any interruption of service are impossible to ascertain.

Therefore, the Client agrees that webZplus shall not be liable for any damages arising from such causes beyond their direct and exclusive control. The Client further acknowledges that the webZplus liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the Client for services during the period damages occurred. In no event shall webZplus be liable for any special or consequential damages, loss or injury.

Applicable Law: The Client agrees that the 'Terms of Service' are governed by the laws of the State of Victoria, Australia.

2.0 - General

Services are provided on an "AS IS, AS AVAILABLE" basis. webZplus gives no warranty, express or implied, for the Web Hosting Services provided. This 'no warranty' clause expressly includes any reimbursement for losses of income due to disruption of services by webZplus or its providers beyond the fees paid by the Client to webZplus for services.

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.

Use of any information obtained by way of webZplus services is at the Client's own risk, and webZplus holds no liability for such use.

webZplus is not responsible for any damages arising from the Client's use of webZplus services or by the Client's inability to use the Web Hosting services for any reason.

While webZplus shall make every reasonable effort to protect data stored on our server(s), webZplus is not responsible for the Client's data, files, or directories residing on webZplus equipment. The Client is solely responsible for maintaining data, file, and directory structure backups.

The customer is required to provide webZplus with correct and up to date contact details for billing and technical notification purposes. webZplus takes no responsibility for disruption to services due to inability to contact the customer.

3.0 - Payment

The Client agrees to a once off set up fee and ongoing service fees for provision of Web Hosting Services. In addition set-up fees may be charged for additional services as per prices indicated at www.webZplus.com.au. Allocated amounts of data transfer is included per month with the different hosting accounts.

Payment can be by cheque, money order, direct deposit or credit card and in accordance with the payment terms indicated on the webZplus invoice, which will be forwarded to the Client by postal or electronic mail.

Monthly accounts can only be paid by credit card. Quarterly and yearly accounts can be paid by Cheque, Money Order, Credit Card or Direct Deposit.

Where customers elect to pay their account on a monthly basis, the first payment from the customer will include two months charge for hosting and relevant services specific to that account.

For Clients that pay by cheque or money order:

The Client will receive an invoice by postal or electronic mail no less than two (2) weeks prior to the due date of the invoice.

Where an invoice becomes more than 14 days overdue, the Client's service will be automatically deactivated pending payment. A re-activation fee will be applied to the Client's account in addition to any outstanding amounts. Reactivation of service will only occur where the full amount, including reactivation fee(s), is paid.

webZplus reserves the right, in its sole discretion, to deactivate the Client's Web Hosting services/account(s) upon an indication of credit problems including, but not limited to, delinquent payments.

For Clients that pay by credit card:

The Client will receive an invoice by postal or electronic mail no less than two (2) weeks prior to the due date of the invoice.

Payment will automatically be deducted from the Client's nominated credit card account on, or within 7 days of, Client's account due date on an annual, quarterly or monthly basis as nominated by the Client. If an alternate payment method is required, it is the Client's responsibility to contact webZplus and provide notification to this effect.

Where an invoice becomes more than 14 days overdue, the Client's service will be automatically deactivated pending payment. A re-activation fee will be applied to the Client's account in addition to any outstanding amounts. Reactivation of service will only occur where the full amount, including reactivation fee(s), is paid.
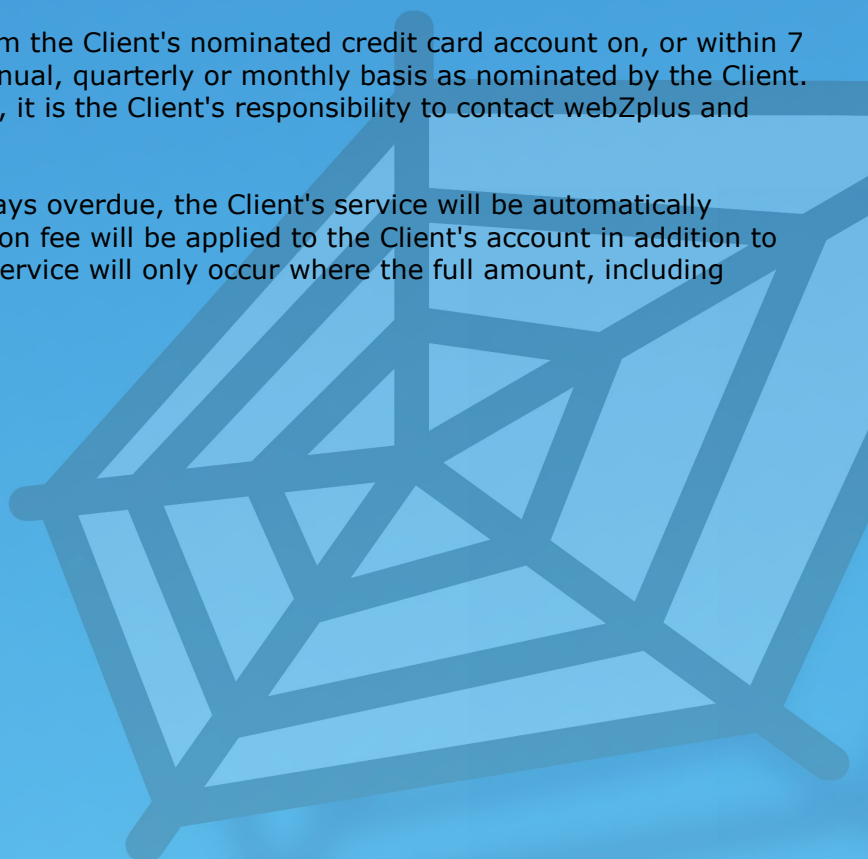
4.0 - Domain Names

webZplus provide no warranty or guarantee that the domain name applied for will be available for registration by you, the Client.

Registration and ongoing use of a domain name are bound by the relevant naming authority's policies and procedures.

You, the Client, agree to irrevocably waive any claims against webZplus that may arise resulting from the decision of a naming authority to refuse to register a domain name.

In the circumstances that webZplus did not register you domain name, you accept that it is your responsibility to ensure that your Domain Name Licence is renewed furthermore, webZplus will accept no responsibility or liability for the renewal of your domain name under these circumstances.

Payment for registration or renewal of a domain name must be made prior to any action being taken by webZplus to submit the registration or renewal application to the appropriate registrar.

Should webZplus undertake the renewal of a domain name on your behalf where the original registrar for the domain is different to webZplus registrar of choice, the successful renewal of the domain by webZplus will be dependant on your agreement to transfer the domain to our registrar of choice.

Domain registration applications will only be processed upon payment for this service and webZplus accepts no responsibility for delays in domain registration where the delay results from a third party.

Domain renewal requests will only be processed upon payment for this service and webZplus accepts no responsibility for delays in domain renewal where the delay results from a third party.

Domain registration applications and renewal requests will be processed within 1 -2 business days of receipt of payment and other required information from you, the Client.

Requests for cancellation of domain registration will be accepted up to 48 hours after registration of the domain by our registrar. Fees apply for cancellation of a registered domain.

Requests to transfer ownership of a domain name to a different entity will be accepted by webZplus however, webZplus is bound by the relevant policies of the appropriate naming authority. Fees may apply.

Official Policy Documentation for the '.au' domain name space can be located at www.auda.org.au

webZplus is an approved reseller of domain names in the '.au' namespace under the terms and conditions stated in the Terms, Conditions and Policies published by auDA

webZplus is an approved reseller of all TLD (.com., .net, .org, .biz, .info) domain names.
All TLD domain registrations and renewals are bound by the Terms & Conditions and any policies published by the relevant naming authority.

5.0 - Guarantees

5.1 - 100% Satisfaction Guarantee

webZplus proudly offers its Clients a '100% Satisfaction Guarantee.' This guarantee allows Clients to purchase webZplus services with full confidence and zero-risk.

The Client may request a full refund within 30 days of initial sign-up and be refunded all fees paid to-date, including setup fees, less any additional over-usage and domain registration costs.

This guarantee can be requested at anytime within 30 days of the commencement of service if the Client is not satisfied with webZplus services. If the 30 days have passed the Client is not eligible for this guarantee.

The Client may request a full refund at anytime during the contract period and be refunded the current months fees and all fees paid for future services, excludes setup fees, over-usage and domain registration costs.

A request for this guarantee must be submitted via the support form located on the support page of the webZplus website or via email.

Terminated accounts are not eligible for this guarantee if the termination occurred due to a violation of our 'Terms of Service'.

If requesting a refund, we ask that the Client briefly explains the reasons for doing so, as well as any suggestions on how webZplus could improve our services.

5.2 - 99.6% Uptime Guarantee

webZplus proudly offers its Clients a '99.6% Uptime Guarantee.' This guarantee allows Clients to purchase webZplus services with full confidence and zero-risk.

webZplus guarantees that your website will be available at least 99.6% of the time during any 12-month period.

This guarantee includes network uptime, server uptime, web server and service uptime. It does not cover any areas where webZplus has no direct influence, such as backbone provider failures, DNS or Registrar issues with Client's domain name, routing issues between Client location and the webZplus Data Centre.

The uptime guarantee is also not applicable if the service interruption was caused by external issues such as Acts of God, Wars or any other natural or unnatural events that webZplus could not be expected to control.

This guarantee can be requested at anytime during the period of service, but must be requested within 30 days of occurrence of any claimed outage.

If 30 days have passed since the outage the Client is not eligible for this guarantee.

A request for this guarantee must be submitted via the support form located on the support page of the webZplus website or via email.

This Guarantee is limited to a refund of the service charges for the month in which the outage occurs.

6.0 - Change

webZplus 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 webZplus website only. Continued usage of webZplus services indicates the Client's acceptance of the Terms and Conditions in their amended form.

7 .0 - Trademarks and Copyrights

The Client warrants that it has the right to use any applicable trademarks, and grants to webZplus the rights to use such trademarks, if any, in connection with webZplus promotion of, referencing of, cataloguing of, or indexing of it's Clients.

The Client hereby agrees that any material submitted for publication on webZplus through our services will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libellous or harmful.

8 .0 - Hardware, Equipment, and Software

The Client is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access the webZplus services. webZplus makes no representations, warranties, or assurances that the Client's equipment will be compatible with webZplus services.

9.0 - Internet Etiquette

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 webZplus. All messages transmitted via webZplus service should correctly identify the sender furthermore; 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 to said systems, networks or services.

Due to the public nature of the internet, all information should be considered publicly accessible, and important or private information should be treated carefully. webZplus is not liable for protection or privacy of electronic mail or other information transferred throughout the internet or any other network webZplus or its customers may utilise.

Use of distribution lists via unsolicited electronic mail or other electronic mailings is strictly prohibited. webZplus 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 webZplus from any claim resulting form the Client's or another party's use of electronic mail service(s) on the Client's Web Hosting account(s).

Obscene Speech or Materials: Using webZplus network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is strictly prohibited.

Defamatory or Abusive Language: Using the webZplus network as a means to transmit or post de-famatory, harassing, abusive, or threatening language is strictly prohibited.

Other Illegal Activities: Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available pyramid schemes, fraudulently charging credit cards, and pirating software is strictly prohibited.

Other Activities: Engaging in activities, whether lawful or unlawful, that webZplus determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations is strictly prohibited. webZplus reserves the right, in its sole discretion, to suspend the Client's services provided by webZplus - including but not limited to web hosting services, email accounts or others - without notice upon proof of breach of the clauses outlined in Section 9.0 of this agreement.

10.0 - Termination

The Client may cancel the services provided by webZplus upon the condition that requests for cancellation are made in writing and sent to webZplus via post to PO Box 192 Bundoora, Victoria, 3083 or, via electronic mail to admin@webZplus.com.au. Cancellation of any services will not take effect until such notice is received.

Within 2 business days of receipt of cancellation request, the service will be deactivated.

The service (including any files, hosting space, databases or other related items) will be deleted from webZplus servers within 7 days after account/service deactivation. It is the responsibility of the Client to ensure that all required data is backed up by the Client prior to deletion.

webZplus reserves the right to suspend Web Hosting Services and any other services provided without notice for any unpaid or partially paid balances. The Client is responsible for any legal fees incurred during the collection of any unpaid amounts.

11.0 - Refunds

Refunds will only be granted under the following conditions -

If cancellation occurs within the first 30 days of service provision - Full Refund of all monies paid less additional over-usage and domain registration costs.

If cancellation occurs past the first 30 days of service provision - Refund of current months fees (less additional over-usage costs) and all prepaid fees for future services.

The Client may request a refund for the services provided by webZplus upon the condition that requests are made in writing and sent to webZplus via post to PO Box 192 Bundoora, Victoria, 3083 or, via electronic mail to admin@webZplus.com.au.

Refunds will be made within 30 days of the request being received.

12.0 - Disclosure

The webZplus 'Terms of Service' agreement specifically prohibits the use of our service for illegal activities. Therefore, the Client agrees that webZplus may disclose any and all Client information including assigned IP numbers, account history, account use, to any law enforcement agency that requests such information, provided they posses the proper court-approved warrant, without consent or notification to the Client.

13.0 - Support

webZplus provides technical support to its Clients. We limit our technical support to our area of expertise. The following is our guideline when providing support:

webZplus provides support related to your service plan's features' physical functioning. webZplus does not provide technical support for the Clients customers.

webZplus provides support via the support form located on the support page of the webZplus website or via email. If you are able to get online and have other questions, the answers may be on the Frequently Asked Questions page, we encourage you to check there first before contacting technical support.

14.0 - Website Design and Development

By placing an order with webZplus, you confirm that you are in agreement with and bound by the terms and conditions below.

General
webZplus will carry out work only where an agreement is provided either by post, email or fax. webZplus will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written contract between webZplus and the Client, this includes postal, email or facsimile documents.

Website Design
Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, webZplus cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of webZplus until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by WebZplus remain the copyright of WebZplus and may only be commercially reproduced or resold with the permission of WebZplus.

webZplus cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to briefs provided will be carried out at the discretion of webZplus and where no charge is made by webZplus for such additions, webZplus accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to webZplus all materials required to complete the site to the agreed standard and within the set deadline.

webZplus will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

webZplus will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

webZplus will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

webZplus will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

A deposit of 35% is required with any standard project and 50% for database driven projects before any design work will be carried out. This figure may be higher for websites of an adult nature and is non-refundable.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.

Database, Application and E-Commerce Development

webZplus cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by webZplus remain the copyright of webZplus and may only be commercially reproduced or resold with the permission of webZplus.

Where applications or sites are developed on servers not recommended by webZplus, the client is expected to provide or seek any information,additional software,support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by webZplus before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, webZplus will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief

Compatibility

webZplus will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. webZplus can offer no guarantees of correct function with all browser software.

Website Hosting

Whilst webZplus recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service. webZplus cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

webZplus reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the webZplus policy that any outstanding accounts for work carried out by webZplus or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with webZplus.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or webZplus have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to our solicitors to pursue payment, non payment can result in judgements being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

15.0 - Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by webZplus should raise the matter directly using our online contact form, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.
A formal complaint should be made in writing to webZplus, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.