Zeniar
Perth, Western Australia, Australia
ABN 57295582608

Terms of Service (ToS)

Definitions

For the purposes of this Agreement, the following terms have the meanings set out below:

"Zeniar" refers to Zeniar Hosting, ABN 57295582608, a web hosting provider based in Perth, Western Australia, Australia.

"Subscriber" or "Customer" means any individual or entity that has registered for, or is using, any of Zeniar's services, whether on a paid or free basis. Where the Subscriber is acting on behalf of a company or organisation, that entity is also bound by this Agreement.

"Agreement" means these Terms of Service together with all policies incorporated by reference, including the Acceptable Use Policy (AUP), Privacy Policy, Service Level Agreement (SLA), and Price Match Policy, as amended from time to time.

"Services" means the web hosting, domain registration, and related services provided by Zeniar as described on the Zeniar website at the time of subscription.

"Account" means the Subscriber's registered account with Zeniar, through which Services are accessed and managed.

"Content" means any data, files, text, images, software, scripts, or other material uploaded to, stored on, or transmitted via the Services by the Subscriber.

Acceptance of Terms

Use of Zeniar's Service constitutes acceptance and agreement to Zeniar's Acceptable Use Policy (AUP), Privacy Policy, Service Level Agreement (SLA), Price Match Policy, and these Terms of Service (ToS).

All provisions of this agreement are subject to the ToS of Zeniar and AUP. The AUP may be changed from time to time at the discretion of Zeniar. Subscriber understands that change to the AUP by Zeniar shall not be grounds for early contract termination or non-payment where contracts are applicable.

The customer warrants that all information provided to Zeniar is truthful, correct, accurate and up to date, that the person designated is of 18 years of age or older and is legally empowered to act and enter into this contract as the customer or on behalf of the customer as indicated on the relevant application form.

Disclosure to Law Enforcement

The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that Zeniar may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition Zeniar has the right to terminate all service set forth in this Agreement.

Service Rates and Lifetime Price Lock Guarantee

Zeniar offers a Lifetime Price Lock Guarantee on all web hosting Services. The price you sign up for is the price you will always pay for that Service, for as long as your subscription remains active and continuous. Zeniar willnever increase the price of your web hosting subscription while you remain an active customer.

Scope of the Guarantee: The Lifetime Price Lock Guarantee applies to Zeniar's web hosting subscription plans only. It does not apply to, and price changes may occur from time to time on:

- Domain name registrations and renewals.
- SSL certificates.
- Monitoring services.
- Any third-party products or add-on services resold or provided by Zeniar that are sourced externally.

New Customers: Zeniar reserves the right to change the pricing of its web hosting plans for new customers at any time. The price displayed at the time a new Subscriber signs up is the price that will be locked in for that

Subscriber's account going forward.

Loss of Price Lock: The Lifetime Price Lock Guarantee applies only while the Subscriber's account remains active and in good standing with continuous billing. The price lock is permanently forfeited if:

- The Subscriber cancels their subscription for any reason.
- The subscription lapses, expires, or is terminated for any reason, including non-payment.
- The Subscriber downgrades or changes their plan, in which case the new plan's current advertised price will apply.

If the price lock is forfeited and the Subscriber later re-subscribes, the then-current advertised price will apply and a new price lock will commence from that date.

Subscriber Acknowledgement: Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber at the time of sign-up.

Payment

Establishment of this service is dependent upon receipt by Zeniar of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service prior. All invoices are sent to you by email; we do not send invoices via postal mail.

It is the Subscriber's responsibility to pay all invoices by the due date specified. Zeniar currently accepts payment via Stripe and PayPal. Zeniar reserves the right to change, add, or remove accepted payment methods and gateways from time to time without prior notice. It is the Subscriber's responsibility to ensure a valid and accepted payment method is maintained on their account at all times.

All prices are stated in Australian dollars (AUD). Zeniar is not currently registered for GST and does not charge GST on its services. In the event that Zeniar becomes required to charge GST, Subscribers will be notified in advance.

Refund and Disputes

30-Day Money-Back Guarantee (New Customers Only): Zeniar offers a 30-day money-back guarantee exclusively for new customers on their first month's subscription fee only. This guarantee applies to the base hosting subscription and does not extend to domain registrations, SSL certificates, add-ons, setup fees, or any other third-party products or services. To request a refund under this guarantee, the customer must submit a written request to support@zeniar.com within 30 days of the initial payment date. Only one money-back guarantee claim is permitted per customer. Customers who have previously held a Zeniar account are not eligible.

All other payments to Zeniar are non-refundable unless a money-back guarantee is stated at the time of purchase. This includes the one-time setup fee and subsequent charges regardless of usage.All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Zeniar's sole discretion, is a valid charge under the provisions of the ToS and/or AUP, you agree to pay Zeniar an "Administrative Fee" of not less than $50 and not more than $200.

Failure to Pay

It is the Subscriber's responsibility to ensure all invoices are paid by the due date. Failure to pay charges when due will result in the following actions:

- **15 days past due:** The Subscriber's Services will be automatically suspended. Suspended Services remain inaccessible until all outstanding invoices are paid in full.
- **30 days past due:** The Subscriber's Services will be automatically terminated and all associated data may be permanently deleted, subject to the Data Management clause of this Agreement.

Suspension or termination of Services does not relieve the Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection costs. Unpaid accounts may be referred to an external debt collection agency.

Domains registered to the Subscriber's account and associated with their subscription will also be affected upon termination. Zeniar reserves the right to withhold the Subscriber's domain(s) until full payment is made. To release domains back to the Subscriber, a $100 administration fee is payable. If outstanding invoices and the domain release fee are not paid, the Subscriber will be unable to use or transfer their domain until it expires and becomes available for general registration.

Account Cancellation

Zeniar provides an ongoing service. You agree that your service can only be cancelled by completing the online cancellation form. Requests for cancelling accounts may be made at least 7 days prior to the due date. There is no cancellation fee. You must have all account information to cancel.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of Zeniar and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that Zeniar shall not be liable for any damages arising from such causes beyond the direct and exclusive control of Zeniar. In no event shall Zeniar be liable for any special or consequential damages, loss or injury.

Acceptable and permitted uses of the Services, including fair use of hosting resources, are governed by the Acceptable Use Policy (AUP), which forms part of this Agreement.

Suspension and Termination of Services

In addition to suspension or termination for non-payment as set out above, Zeniar may immediately suspend or terminate any Service(s) if:

- The Subscriber is found to be in breach of any policy forming part of this Agreement, including but not limited to the AUP, Privacy Policy, or SLA.
- The Subscriber has become insolvent, entered into voluntary administration, had a receiver, manager, or administrator appointed over any of their assets or business, or has become bankrupt.
- Zeniar determines, in its sole discretion, that continued provision of Services poses a risk to the security, integrity, or performance of Zeniar's infrastructure or other customers. Where circumstances permit, Zeniar will provide the Subscriber with 14 days' written notice before terminating Services for reasons other than non-payment, security risk, or insolvency. Any applicable refunds will be processed in accordance with the Refund and Disputes clause of this Agreement.

Data Management

It is the Subscriber's sole responsibility to maintain regular offsite backups of all data hosted under their account. Zeniar is not liable for data loss, corruption, or unavailability under any circumstances.

If a Service is suspended or terminated for any reason — including non-payment, breach of this Agreement, or at the Subscriber's request — Zeniar is under no obligation to provide the Subscriber with a copy of any data associated with that Service. Where data is available and technically recoverable, Zeniar may, at its discretion, provide the Subscriber with a backup for a fee of **$149.00 AUD**, provided the request is submitted to support@zeniar.com within 30 days of the date of suspension or termination.

After this 30-day period, all data associated with the terminated Service may be permanently and irrecoverably deleted. Zeniar does not guarantee that backup data will be available or restorable in all circumstances, and the payment of the $149.00 AUD fee does not guarantee a successful data recovery.

Support Boundaries

Zeniar provides technical support to our subscribers, except during public holidays, within the scope of our expertise:

- Zeniar may log in to your site, including using WordPress Toolkit to access your admin account, solely to perform support actions requested by you.
- Zeniar will only make changes to your site with your explicit permission. We will never alter your site without your consent.
- When investigating a reported issue or a Request for Technical Assistance (RTA), Zeniar will not make any changes to your site during the diagnostic process.
- Before making any approved changes to your site, Zeniar will take a backup of your site. This ensures that your data is preserved and can be restored if needed.
- Zeniar provides support related to the physical functioning of your server or virtual site. We do not offer technical support for application-specific issues, such as CGI programming, HTML, PHP, scripts, or similar matters. Additionally, Zeniar does not provide support to customers of Resellers.

For assistance, please email support@zeniar.com. Please check our FAQ and Help files before reaching out to tech support.

SPAM, Network Security and Acceptable Use

Zeniar's detailed policies on SPAM, unsolicited commercial email, system and network security, and all other acceptable and prohibited uses of the Services are set out in the Acceptable Use Policy (AUP), which forms part of this Agreement. By accepting these Terms of Service, the Subscriber agrees to be bound by the AUP in full.

In summary, Subscribers must not use Zeniar's services to send unsolicited bulk email, conduct network attacks, or engage in any activity that violates the AUP. Violations may result in administrative fees, suspension, or termination of service as described in the AUP.

Security Responsibilities, Cyber Breach and Content

Zeniar's Responsibilities: Zeniar makes every effort to provide a secure hosting environment. Zeniar is responsible for the security of its physical and virtualised server infrastructure and the Plesk hosting control panel. In the event of a security breach affecting Zeniar's infrastructure, Zeniar will take all necessary steps to contain and remediate the breach and will comply with all applicable Australian legal obligations, including notification requirements under the Notifiable Data Breaches (NDB) scheme of the Privacy Act 1988 (Cth) where applicable.

Subscriber's Responsibilities: Zeniar's security obligations extend only to the infrastructure and hosting control panel layer. Everything hosted within a Subscriber's domain, website, or hosting account is solely the Subscriber's responsibility. This includes, but is not limited to:

- The Subscriber's content management system (CMS), including WordPress, Joomla, Drupal, or any other platform installed on the hosting account.
- All themes, plugins, extensions, scripts, and third-party software installed by or on behalf of the Subscriber.
- The security configuration of the Subscriber's website and web applications.
- The security of all account credentials, passwords, FTP/SFTP access details, and database credentials.
- Any customer data collected, stored, or processed through the Subscriber's website.

It is the Subscriber's responsibility to conduct regular security assessments, including penetration testing, of their hosted website and applications. Zeniar does not perform security audits or penetration testing on behalf of Subscribers. Subscribers are strongly encouraged to engage a qualified security professional to assess the security of their website and hosted content.

No Liability for Hosted Content Breaches: To the maximum extent permitted by applicable Australian law, Zeniar accepts no responsibility and shall not be held liable for any cyber attack, unauthorised access, data breach, or security incident that occurs within or affects a Subscriber's hosted domain, website, application, or content. This includes but is not limited to breaches resulting from vulnerabilities in the Subscriber's CMS, plugins, scripts, weak credentials, or misconfigured applications.

Zeniar Infrastructure Breach — Limitation of Liability: In the event of a security breach of Zeniar's own infrastructure, Zeniar's liability is strictly limited to the remedies set out in the Limitation of Liability clause of this Agreement. To the maximum extent permitted by applicable Australian law, Subscribers agree that they will not bring any legal claim, action, or proceeding against Zeniar arising from or in connection with a cyber breach of Zeniar's infrastructure, beyond the remedies expressly provided in this Agreement. Zeniar's liability shall not extend to any indirect, consequential, or special loss or damage, including loss of data, loss of revenue, or business interruption, suffered by the Subscriber or any third party as a result of such a breach. This limitation does not exclude any rights the Subscriber may have under the Australian Consumer Law that cannot be excluded by agreement.

Content Responsibility: You, as Zeniar's customer, are solely responsible for the content stored on and served by your Zeniar hosted service(s). You must ensure all scripts and applications under your account are free from malicious content that could harm Zeniar's infrastructure or other customers.

Web Application Security: You are solely responsible for ensuring all web applications on your hosting account are kept secure, patched, and up to date. Open-source applications are vulnerable to exploits, and developers regularly release security patches when vulnerabilities are discovered. It is your responsibility to install these patches promptly. Failure to keep applications updated may result in account suspension if a compromised account is found to be affecting Zeniar's infrastructure or other customers.

Domain Name Registrations

Domain name registrations, transfers, and renewals arranged through Zeniar are processed via TPP Wholesale Zeniar's accredited domain registrar partner. By registering a domain name through Zeniar, the Subscriber acknowledges that the registration is subject to the policies of TPP Wholesale and the relevant domain registry. Zeniar does not warrant or guarantee that a domain name registration, transfer or renewal will be approved by the registry, irrespective of whether payment has been received. Domain name registrations and renewals are non-refundable once processed. It is the Subscriber's responsibility to ensure their domain registrant details are accurate and kept up to date.

Free Subdomains (.zhost.au)

Zeniar provides free subdomains under the .zhost.au domain for users to host their websites. While we make every effort to provide a reliable hosting service, we are not responsible for any data hosted on our free subdomains and are not liable for any repercussions arising from such data. The owner of the subdomain is solely responsible for all content uploaded to their website, including but not limited to copyrighted material, illegal content, or any other material that violates our Terms of Service. No adult content is permitted on free subdomains provided by Zeniar, in

accordance with auDA policies governing the .au namespace. Adult content on paid hosting plans is governed by the Acceptable Use Policy (AUP).

auDA Domain Rules and Policies: By using a free subdomain provided by Zeniar under the .zhost.au or any other .au domain space, the Subscriber acknowledges and agrees to comply with all rules and policies governing .au domain names as published by the .au Domain Administration Ltd (auDA), available at https://www.auda.org.au/au-domain-names/au-rules-and-policies/ . These rules and policies are maintained and updated by auDA from time to time, and it is the Subscriber's responsibility to stay informed of any changes.

Zeniar accepts no liability for a Subscriber's non-compliance with auDA's domain rules and policies, and reserves the right to suspend or terminate a subdomain at any time to ensure compliance.

Zeniar reserves the right to take any necessary actions, including suspension or termination of the subdomain, to address any violations of our Terms of Service or auDA's domain rules and policies.

Agreement to Additional Policies

By agreeing to Zeniar's Terms of Service, the Subscriber acknowledges and agrees to be bound by all of the following additional policies, each of which forms an integral part of the overall contractual relationship:

- **Service Level Agreement (SLA):** Outlines uptime commitments, service credits, and associated compensation mechanisms.
- **Privacy Policy:** Governs the collection, use, storage, and protection of personal information provided by the Subscriber.
- **Acceptable Use Policy (AUP):** Sets out prohibited and permitted uses of Zeniar's services.
- **Price Match Policy:** Sets forth the terms and conditions under which Zeniar may match prices offered by other providers.

These policies are subject to change. It is the Subscriber's responsibility to review them periodically. Continued use of Zeniar's services after any policy change constitutes acceptance of the revised policy.

Indemnification

In agreeing to the Zeniar AUP and ToS, the customer indemnifies Zeniar for any violation of the AUP and ToS that results in loss to Zeniar or the bringing of any claim against Zeniar by any third party.

Limitation of Liability

To the maximum extent permitted by applicable Australian law, Zeniar's total liability to you for any claim arising out of or in connection with this Agreement shall not exceed the total fees paid by you to Zeniar in the three (3) months preceding the event giving rise to the claim. Zeniar shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, goodwill, or business interruption, however caused and on any theory of liability.

Australian Consumer Law

Nothing in these Terms is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. Ifany guarantee, condition, warranty or right is implied into these Terms under the Australian Consumer Law or any other applicable legislation, and such legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such implied term, Zeniar's liability is limited to, at Zeniar's option: (a) in the case of services — re-supplying the services or paying the cost of having the services re-supplied; and (b) in the case of goods — replacing the goods or supplying equivalent goods.

Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, government action, power failures, internet outages, or industrial disputes ('Force Majeure Event').

The party affected by a Force Majeure Event must notify the other party as soon as practicable. If a Force Majeure Event prevents Zeniar from providing Services for a continuous period exceeding 30 days, the Subscriber may cancel their subscription without penalty by providing written notice to support@zeniar.com.

This clause does not affect Zeniar's obligations under the Service Level Agreement in respect of service credits for Unscheduled Downtime.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Western Australia, Australia.

Dispute Resolution: In the event of a dispute arising out of or in connection with this Agreement, the parties agree to attempt to resolve the dispute in good faith through the following process before commencing court proceedings:

- **Negotiation:** The party raising the dispute must provide written notice to the other party setting out the nature of the dispute and the outcome sought. The parties will then have 14 days (or such longer period as they agree in writing) to resolve the dispute through direct negotiation.
- **Mediation:** If the dispute is not resolved through negotiation within the timeframe above, either party may refer the dispute to mediation administered by the Australian Disputes Centre (ADC) or a mutually agreed mediator. The costs of mediation will be shared equally unless otherwise agreed. The parties will participate in good faith in the mediation process.

If the dispute is not resolved through mediation within 30 days of the mediation commencing (or such longer period as the parties agree), either party may commence court proceedings. The parties irrevocably submit to the exclusive jurisdiction of the courts of Western Australia and the Federal Court of Australia (as applicable).

Nothing in this clause limits either party's right to seek urgent interlocutory or injunctive relief from a court of competent jurisdiction without first completing the negotiation or mediation steps above.

Notices

Any formal notice required or permitted under this Agreement must be in writing and delivered by email. Notices to Zeniar must be sent to support@zeniar.com (for operational matters) or privacy@zeniar.com (for privacy-related matters). Notices to the Subscriber will be sent to the email address registered on the Subscriber's account.

A notice sent by email is deemed received on the next business day after transmission, provided no delivery failure notification is received by the sender. It is the Subscriber's responsibility to maintain a current and monitored email address on their account.

Use of Identity The Subscriber agrees that any use of the Zeniar name, logo, trademarks, or company information in any marketing, promotional, or other public-facing material must be within Zeniar's approved brand guidelines. Unauthorised use of Zeniar's brand identity is prohibited.

Zeniar agrees not to use a Subscriber's name, logos, or company information in any marketing or promotional material without the prior written consent of the Subscriber.

Miscellaneous Provisions

You must provide us with, and keep current, good contact information. Email, fax, and telephone contacts are used in that order of preference.

A waiver by Zeniar of any breach of any provision of this Agreement shall not operate as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Subscriber shall not transfer or assign this Agreement without the prior written consent of Zeniar. Zeniar may assign this Agreement at any time without consent from or notice to Subscriber.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals.

Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from this Agreement. The remaining provisions of this Agreement shall continue in full force and effect.

Denial of Service

We reserve the right to refuse service to anyone at any time for any reason.

For any further questions, please contact us at support@zeniar.com

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