Zeniar
Perth, Western Australia, Australia
ABN 57295582608

Terms of Service (ToS)

Note that the term “Zeniar” refers to “Zeniar Hosting”

Use of Zeniar’s Service constitutes acceptance and agreement to Zeniar’s AUP as well as Zeniar’s TOS (Terms of Service).

All provisions of this agreement are subject to the TOS (Terms of Service) of Zeniar and AUP (Acceptable Use Policy). 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.

This Agreement shall be construed in all respects in accordance with the laws of the state of WA, country of Australia applicable to contracts enforceable in that state.

The customer warrants that all information provided to Zeniar is truthful and correct, accurate and up to date, that the person designated is of above 18 years of age 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

Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that Zeniar may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon Zeniar achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

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 subscribers responsibility to pay the bill be the time given via Stripe.

Refund and Disputes

All payments to Zeniar are nonrefundable unless a money back gaureentee is state at 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

Zeniar will temporarily deny service or terminate your agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees. Domains registered to your business and associate with your subscription will also be cancelled. Zeniar reserves the right to withhold your domain(s) until full payment is made, to release your domains back to you, there is a further $100 administration fee. If you do not payout your invoices and the

domain release fee, you will not be able to use or register your domain again until it expires and becomes available again for registration.

Account Cancellation

Zeniar provides an ongoing service as all service providers do, 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:

a) 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. Subscriber further acknowledges that Zeniar's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall Zeniar be liable for any special or consequential damages, loss or injury.

b) Unlimited Hosting Fair Use Policy: Please note that our 'Unlimited Hosting' package is designed for typical website usage, and may not be used for system backup files or large files. Any attempt to use the hosting package for system backup files or large files may result in your account being suspended. We reserve the right to determine what constitutes excessive use and may suspend any account which exceeds our fair usage policy. If you are unsure whether your intended usage falls within our fair usage policy, please contact our support team for clarification before uploading any files.

Support Boundaries

Zeniar provides technical support to our subscribers, except during public holidays, within the scope of our expertise. Below are our guidelines for offering support:

1. Zeniar may log in to your site, including using WordPress Toolkit to access your admin account, solely to perform support actions requested by you.

2. Zeniar will only make changes to your site with your explicit permission. We will never alter your site without your consent.

3. 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.

4. 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.

5. 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, we encourage you to email us at support@zeniar.com. If you can get online, you may find answers to your questions on our support FAQ page, so please check there first. Also, the Help files in the program you are using might contain the answers you need, so please investigate these resources before reaching out to our tech support.

SPAM and Unsolicited Commercial Email (UCE)

Zeniar takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. It's very simply this means that customers of Zeniar may not use or permit others to use our network to transact in UCE. Customers of Zeniar may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. This technique may result in account suspension or termination. Violations of this policy carry severe penalties, including termination of service. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

Violation of Zeniars SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Zeniar will initiate an immediate investigation (within 48 hours of notification). During the investigation, Zeniar may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Zeniar may, at its sole discretion, restrict, suspend or terminate customer's account. Zeniar also reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Zeniar will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of $400 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of $800 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed $295 per hour that Zeniar personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

System and Network Security

Users are prohibited from violating or attempting to violate the security of the Zeniar Network. Violations of system or network security may result in civil or criminal liability. Zeniar will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, but not limited to:

Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".

Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Taking any action in order to obtain services to which such User is not entitled.

Cyber Breach

Zeniar makes every effort to provide a secure hosting environment, we are not responsible for any cyber attacks that may occur on your hosted site or your customers' data. We only take responsibility for cyber attacks on our infrastructure, and we will take all necessary measures to address any security breaches that occur within our network. It is your responsibility as the site owner to ensure the security of your website and any customer data you may collect. We strongly recommend that you take all necessary steps to secure your website and protect your customers' data, including using strong passwords, implementing firewalls, and keeping your software up to date.

Notification of Violation

Zeniar is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

First violation: Any User, which Zeniar determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at Zeniar's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Users that Zeniar determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

Suspension of Service or Cancellation

Zeniar reserves the right to suspend network access to any customer if in the judgment of the Zeniar network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which Zeniar chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

Zeniar reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Zeniar must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for your actions in the

matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

Indemnification

Zeniar wishes to emphasise that in agreeing to the Zeniar Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies Zeniar for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to Zeniar or the bringing of any claim against Zeniar by any third-party.

Miscellaneous Provisions

You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

A waiver by Zeniar of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed 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. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

Zeniar takes no responsibility for any material input by others and not posted to the Zeniar Network by Zeniar. Zeniar is not responsible for the content of any other websites linked to the Zeniar Network; links are provided as Internet navigation tools only. Zeniar disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

Zeniar is not responsible for any damages your business may suffer. Zeniar does not make implied or written warranties for any of our services. Zeniar denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Zeniar.

Where a customer believes a password has been revealed or compromised they must notify Zeniar at the earliest possibility

The customer agrees that any services provided are not continuous or faultless or error free and that interruptions, delays, faults, degradations and outages to services may occur from time to time. For example, interruptions may occur due to maintenance of software or hardware, outages also may be the result of hardware or software failure or external network failures, natural deserters etc.

The customer will not hold Zeniar responsible or liable for any interruption or delays or degradation to services

It is absolutely forbidden to host illegal pornographic content or our servers. Accounts found hosting this material will be subject to immediate cancellation without refund.

Responsibility for Content

You, as Zeniar's customer, are solely responsible for the content stored on and served by your Zeniar hosted service(s). You must maintain the security of all account passwords and applications or scripts and ensure all scripts under your account are free from malicious content that may harm any part of the Zeniar infrastructure or other client accounts hosted by Zeniar, or the external systems of visitors viewing your content.

Free Subdomains (.zhost.au)

Please note that Zeniar provides free subdomains for users to host their websites. While we make every effort to provide a reliable hosting service, we are not responsible for any data that is hosted on our free subdomains, and we are not liable for any repercussions that may result from such data. The owner of the subdomain will be held responsible for any content they upload to their website, including but not limited to copyrighted material, illegal content, or any other material that violates our terms of service. Please note that no adult content is allowed to be hosted on a free subdomain provided by Zeniar. 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.

Web applications

You, as Zeniar's customer, are solely responsible for making sure the web applications utilised on your hosting account are kept secure, patched and up to date. Open source applications are vulnerable to attacks via exploits in the software, and the developer of the software provides updates when vulnerabilities have been detected. It is your responsibility to install these updates/patches ASAP. If you are incapable of installing these updates, you will need to employ the services of a Web Developer who is able to assist you. Keeping your web based applications patched and up to date will ensure a secure web site and data, and is also essential to maintain compatibility with changes in server components such as Apache, PHP, and MySQL.

Agreement to Additional Policies

By agreeing to Zeniar's Terms of Service (ToS), the Subscriber acknowledges and agrees to abide by additional policies that form an integral part of the overall contractual relationship between the Subscriber and Zeniar. These policies include, but are not limited to:

1. **Service Level Agreement (SLA):** The SLA outlines the commitments, service uptime guarantees, and compensation mechanisms related to Zeniar's web hosting services.
2. **Privacy Policy:** The Privacy Policy governs the collection, use, and protection of personal information provided by the Subscriber to Zeniar. It outlines the measures taken to ensure the confidentiality and security of such information.
3. **Refunds Policy:** The Refunds Policy details the conditions and procedures for requesting refunds, including any applicable administrative fees and the circumstances under which refunds may be granted.
4. **Price Match Policy:** The Price Match Policy sets forth the terms and conditions under which Zeniar may match or beat the prices offered by other providers for similar services.

The Subscriber acknowledges that these policies are subject to change by Zeniar, and it is the responsibility of the Subscriber to stay informed about updates or modifications to these policies. Continued use of Zeniar's services after the implementation of any changes constitutes acceptance of the revised policies.

By accepting the Terms of Service, the Subscriber agrees to be bound by the provisions outlined in the Service Level Agreement, Privacy Policy, Refunds Policy, and Price Match Policy, in addition to the terms and conditions set forth in the Terms of Service.

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

END OF DOCUMENT