

Web Hosting Terms of Service

Web Hosting

Ondetto will provide web hosting on a scalable cloud hosting environment. We will provide bandwidth, storage and compute cycles according to your chosen plan. If you exceed your current bandwidth, storage or compute cycle limit this may incur an additional charge. In the event of occasional minor traffic spikes, a fair use policy applies.

Website Backups

Regular disaster recovery backups will be taken; the purpose of these backups is to replace any lost data in case of a server crash. These disaster recovery backups cannot be used to restore data on an ad hoc basis.

In addition, Ondetto will back up your website weekly to an offsite location, which can be used to restore your data as required. Website backups will be stored by us for no longer than 14 days. Upon request, Ondetto will provide an electronic copy of the backup website to you. You will be billed at our standard hourly rate for the time required to restore your website or to provide you with a copy of your backup.

Web Hosting and Email Setup

Ondetto will set up your hosting account and provide you with your own login to access your account. We will also set up your website to run on our web hosting environment, as well as your email addresses.

Support

Ondetto will provide technical support during normal office hours (Monday to Friday 9am – 5pm AEST). However, you may phone us at any time for true emergencies such as when your website is unexpectedly unavailable.

Ownership of Content

All content belonging to you and stored on our hosting environment will remain your property.

Acceptable Use

- You may only use Ondetto's web hosting services for lawful purposes and you may not store or provide any content or link to any material that violates foreign, federal, state or local law.
- You may not use our hosting services to download or distribute any text, music, software, art, image or other work protected by copyright law.
- You must obtain our advance approval for any bulk or commercial e-mail sent through our hosting environment.
- If you don't comply with the above points, Ondetto may immediately terminate your website hosting.

Payments

You shall pay hosting fees, which will be invoiced in advance on a monthly, quarterly or annual basis as agreed with you, and payment is due seven (7) days from invoicing.

PCI DSS Compliance

If you are taking payments on your website, you are fully responsible for complying with PCI DSS requirements according to your merchant agreement. While we can advise on compliance requirements and make necessary changes to your website, it is your responsibility to request these changes and become compliant.

Term and Termination

- This agreement will automatically renew on a monthly, quarterly or annual basis until terminated.
- You may terminate this agreement at any time upon giving thirty (30) days written notice to Ondetto.
- Ondetto may immediately terminate this agreement at any time without penalty. Causes justifying immediate termination include violation of any foreign, federal, state, or local law; non-payment of fees due; and breach of this agreement. Ondetto may terminate this agreement without cause at any time upon giving thirty (30) days written notice to you.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ONDETTO, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH ONDETTO'S SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. ONDETTO, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE ONDETTO'S SERVICES. YOU AGREE THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO ONDETTO.

Governing Law

This agreement will be governed and construed in accordance with the laws of the State of Victoria, Australia.

Contact details

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