

Website hosting terms

Welcome to our website hosting service terms! We've put these together to clearly outline what you can expect from us and what we expect from you when you use our website hosting and management services. Our goal is to provide you with a reliable, secure, and high-performing online presence.

1 – Our service

When you choose to host your website with us, you will benefit from:

- Dedicated hosting and resources ensuring optimal performance
- Lightning-fast caching to make your site load incredibly quickly for your visitors
- Advanced security with a robust web application firewall and regular malware scanning
- Daily backups of your entire website, stored securely off-server, so your data is always safe
- An active commitment to keeping your website online and accessible 99.9% of the time
- Reliable email delivery to ensure your website's communications reach their destination
- An SSL certificate ensuring secure connections (HTTPS) for your visitors
- Monthly core, theme and plugin updates with safe update checks to minimize potential issues and ensure compatibility (managed plans only)
- Ongoing support from our knowledgeable support team.

2 – Infrastructure

Your website will be hosted on Amazon Web Services (AWS) cloud services, specifically within a datacenter located in Sydney, Australia. This provides a robust, scalable, and highly reliable environment for your online presence.

3 – Your responsibilities

To ensure a smooth partnership, here are a few things you'll be responsible for:

- All third-party API connections, plugins, and themes used on your website. This includes any direct charges associated with them. While we'll manage updates for these plugins and provide support as best we can, their functionality and billing remain your responsibility.
- Keeping your website access credentials (usernames and passwords) safe and secure. We cannot be held responsible for any website unavailability or issues resulting from changes made through your account due to compromised credentials or unauthorised access.
- If your domain name is managed by a third-party registrar, we cannot be held responsible for any downtime or issues caused by unauthorised domain name updates or misconfigurations on their end. We recommend managing your domain with us for seamless integration.

4 – Premium plugins

Our hosting service includes access to a suite of premium plugins, such as Elementor Pro, Crocoblocks, Defender Pro, Hummingbird Pro, Smush Pro, and more. These valuable tools are provided as part of your hosting package and are only available for use while your website is hosted with us.

5 – Third-party access

We do not allow third-party access to your hosting environment or website files unless explicitly agreed to by us in writing. This helps us maintain the security and integrity of our systems.

6 – Prohibited use

Our hosting service is designed for legitimate business use. You may not use our hosting for any illegal activity, including but not limited to, distributing malware, engaging in phishing, or any other activity that violates applicable laws.

7 – Website migration

We offer a convenient website migration service to bring your existing site over to our hosting. There is a one-off migration fee of \$150 plus GST to migrate a website from another host. To facilitate migration, your website must be provided to us in a ZIP file containing all working files and a copy of its database. If your website requires additional work to meet our hosting standards or ensure optimal performance, we will consult with you. Any necessary work must be completed before your website goes live on our service, and additional charges may apply.

8 – Hosting buyout offer

We understand that you might be tied into an existing hosting plan. If you can provide proof of payment from your current host for hosting services, clearly showing the date of purchase, the period covered by the hosting charge, and the price paid, we will generate an account credit with us. This credit will be for the remaining balance of your previous host's invoice that has not yet been used, up to a maximum credit value of \$250 excluding GST. This credit can then be applied against your future invoices with us, effectively "buying out" your old hosting plan. We reserve the right to decline any hosting buyout request for any reason.

9 – Support services

Our support team is dedicated to assisting you with our hosting service and is available from 8:30 AM to 5:00 PM, Monday to Friday (NZST). We provide support for issues directly related to our hosting service. For website-specific support or development queries (especially if your website wasn't built by us), we will answer your questions and work on solutions as best we can.

10 – Payment terms

Once your website is live on our service, you will be immediately invoiced for the remainder of the current month. Subsequently, a new invoice will be generated each month on the 1st day, and payment will be due on the 20th of the same month.

11 – Termination

We believe in flexibility. Our services operate on a 60-day termination period, meaning there are no long-term contracts. If you wish to terminate your service, simply provide us with 60 days' written notice. If you would like your website files and database exported and packaged up upon termination, there will be a cost of \$300 excluding GST. Please allow a timeframe of 1-3 business days for this process to be completed.

12 – Limitation of liability

While we strive for excellence, there are limits to our liability. We will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, data, or goodwill, arising from your use of our services. Our total liability to you for any claim arising out of or relating to these terms or our services will not exceed the amount you paid us in the three (3) months preceding the event giving rise to the claim.

13 – Indemnification

You agree to indemnify, defend, and hold harmless our digital agency, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with your access to or use of our services, your violation of these terms, or your infringement of any third-party rights.

14 – Governing law

These terms shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflict of law principles. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of New Zealand.

15 – Changes to these terms

We may update these service terms from time to time to reflect changes in our services or legal requirements. We will notify you of any significant changes by posting the updated terms on our website or by sending you an email. Your continued use of our services after such changes constitutes your acceptance of the new service terms.

16 – Acceptance of terms

By using and continuing to use our website hosting service, you acknowledge that you have read, understood, and agree to be bound by these service terms.

17 – Relationship with standard terms and conditions

These service terms are supplementary to our standard terms and conditions. In the event of any conflict or inconsistency between these service terms and our standard terms and conditions, these service terms shall prevail.

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