

# Hosting



When you have a website developed you need to have your website hosted for other people to see it. Zynke offer a wide range of hosting solutions and can get you up and running with a domain, web space and email accounts.

- Unlimited email accounts / aliases
- Unlimited MySQL Databases
- Full cPanel and FTP access
- Website statistics and reporting
- Webmail
- Perl/CGI/PHP enabled
- Full spam and virus filtering
- Unlimited add-on and parked domains
- 24/7 email support / business hours phone support
- Servers located in an Australian high-speed data centre
- SSL certificates available

## More Features



**Automatic Backups**  
We keep your precious websites safe and protected, by taking regular backups.



**PHP 5.4+**  
We keep our servers up to date, supporting the latest and greatest websites.



**Free CloudFlare Plugin**  
Protect your website from nasty attacks and malicious traffic with our FREE CloudFlare plugin.



**99.9% Uptime Guarantee**  
Keeping your business online and in front of customers is our main priority.



**Simple Control Panel**  
A simple Control Panel (cPanel) offers all of the features you'll ever need.



**50+ Free Web Apps**  
Install WordPress, Joomla, Drupal, Wikis plus more through our easy installer, Softaculous.

Email Only	Basic	Unlimited
250MB Disk Space	750MB Disk Space	Unlimited Disk Space
Unlimited Data Transfer	Unlimited Data Transfer	Unlimited Data Transfer
\$80/year	\$180/year	\$280/year

### Zynke Design

p 08 8363 2720

2/27 Beulah Road

Norwood SA 5067

hosting@zynke.com.au

View our portfolio

[zynke.com.au](http://zynke.com.au)

# Hosting Uptime Guarantee

## What is your uptime guarantee?

We like to think our services are rock solid and we put our money where our mouth is with our 99.9% uptime guarantee. If your service experiences network/infrastructure downtime that isn't related to:

- Planned or critical maintenance;
- A Distributed Denial of Service (DDoS) attacks;
- Installation of software, by the customer, that breaks the Server's OS in some way;
- Software related issues (e.g. a PHP / Apache / Litespeed upgrade breaking an out of date site or Security Software [Mod\_security, Firewalls etc] blocking access;

then we will offer a credit for the downtime experienced once we've investigated!

## What is the service credit offered?

When eligible, the service credit offered is calculated as a percentage of your monthly cost for the impacted service. The breakdown is as follows:

Availability	Monthly Downtime	Credit Offered
99.90%	0h 44m	0%
99.50%	3h 39m	5%
99.00%	7h 18m	10%
98.00%	14h 36m	20%
97.00% and below	21h 54m	30%

## How do I obtain a credit?

Usually after a major network outage we issue a 'Full Incident Report' to impacted customers and advise them they are eligible for a credit. We always work with our customers for the best possible outcome however, approval of the credit is at the sole discretion of Zynke Pty Ltd dependent upon the justification and investigation provided. Please note that uptime/downtime is defined by our monitoring services and no third-party services installed or utilised by customers is considered the source of truth. Free or trial services are also excluded from this SLA guarantee.

If you believe you are eligible for a service credit please submit a request via [hosting@zynke.com.au](mailto:hosting@zynke.com.au).

Date: 1 October 2014

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# Hosting Privacy Policy

## Privacy Policy

Zynke Pty Ltd (We or Us) are committed to protecting and maintaining the privacy of all individuals with whom we deal. We are also committed to complying with the Privacy Act 1988 (Cth) (the Privacy Act) and the Australian Privacy Principles.

This policy explains how we manage the personal information that we collect, hold, use and disclose. It also explains how to contact us if you have any further queries about our management of your personal information.

This policy applies to you only to the extent that the collection and handling of your personal information by us is subject to the Privacy Act.

### What is personal information?

Personal information is information or an opinion (regardless of its accuracy or form) about an individual, or from which the identity of a person is reasonably identifiable. It includes your name, age, gender and contact details.

### What kind of personal information do we collect and hold?

We only collect personal information about you that is reasonably necessary for our functions or activities.

The type of personal information which we collect and hold includes your:

- contact details such as your name, phone number, residential address and email address;
- financial information such as your bank or credit card details; and
- historical information such as your prior service provider.

### How do we collect your personal information?

We only collect personal information about you in the manner permitted by the Privacy Act.

We may collect your personal information from you in a number of ways including in person, by phone, through our website or by email.

We may also collect your personal information from related bodies corporate, from third parties, such as from our professional advisers, and from organisations engaged by us to carry out functions on our behalf.

### How do we hold your personal information?

When holding your personal information, we are required by the Privacy Act to take reasonable steps:

- to ensure that your personal information that we collect, hold, use and disclose is accurate, complete and up-to-date;
- to protect your personal information from misuse, interference and loss, as well as from unauthorised access, modification or disclosure; and
- to destroy or permanently de-identify your personal information if we no longer require that information for any purpose that is permitted by the Privacy Act.

### For what purposes do we collect, hold and use your personal information?

We collect, hold and use your Personal Information for the following purposes:

- to provide the products and services which we offer (whether directly or through a related body corporate);
- to perform the functions and activities related to our business, including billing and account management; and
- to manage our relationship with you including by contacting you about our products or services, the products or services of related organisations, and any news or events that we think may be of interest to you.

Our range of products and services, as well as our functions and activities, and those of our related bodies corporate and service providers may change from time to time.

### Who do we disclose your personal information to?

In order to carry out the above-mentioned purposes, we may disclose your personal information to persons, related bodies corporate or other organisations such as our professional advisers and regulatory bodies. We may also disclose your personal information to the organisations from which we collect your information.

## Marketing

We may use your personal information to contact you (including by phone, text message or email) about products or services which we think may be of interest to you. This may include our own, our related body corporate's or a third party's products or services.

In particular, we may contact you about products and services we think may be of interest to you after you cease to do business with us. For example, we might contact you about new products or services you may be interested in.

### How can I opt-out of receiving marketing material?

You may opt-out of receiving marketing information from us and our related bodies corporate at any time by:

- submitting a request via [hosting@zynke.com.au](mailto:hosting@zynke.com.au)
- calling us on 08 8363 2720

Please allow five working days for your request to be actioned by us.

### What if I don't want to give you my personal information?

You're not required to give us your personal information. However, we may not be able to provide you with the products or services that you request of us.

### How can you access and seek correction of personal information held by us?

You can access or seek correction of your personal information by:

- submitting a request via [hosting@zynke.com.au](mailto:hosting@zynke.com.au)
- by mail at 2/27 Beulah Road, Norwood SA 5067

We will give you access to your personal information if practicable, and will take reasonable steps to amend any Personal

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# Hosting Privacy Policy

Information about you that is inaccurate or out of date.

We may refuse you access to, or we may refuse to correct, your personal information in certain circumstances permitted by the Privacy Act. In such a case, we will provide you with written notice of the reasons for our decision.

We do not charge a fee to give you access to your personal information. However, we reserve the right to do so depending on the nature and extent of your request.

## **How can you complain about a breach of the Australian Privacy Principles and how will we deal with your complaint?**

If you have any questions, concerns or complaints about how we collect or manage your personal information, then you may raise that matter with our Privacy Officer. Our Privacy Officer can be contacted as follows:

- submitting a request via [hosting@zynke.com.au](mailto:hosting@zynke.com.au)
- by mail at 2/27 Beulah Road, Norwood SA 5067

We will endeavour to promptly respond to your questions, concerns or complaints. We will also endeavour to resolve any concerns or complaints that you may have to your satisfaction. However, if you are unhappy with our response, you can complain to the Office of the Australian Information Commissioner ([www.oaic.gov.au](http://www.oaic.gov.au)), who may investigate the complaint further.

## **Are we likely to disclose your personal information to overseas recipients?**

No, we are not likely to transfer your personal information to overseas recipients. However, there may be occasions where we are required to do so in order to provide you with our products or services, or manage our relationship with you.

If we transfer your personal information outside Australia, we will comply with the requirements of the Privacy Act that relate to trans-border data flows.

## **What if I have further questions?**

If you have any questions about our privacy policy, then you may contact our Privacy Officer whose contact details are listed above. If you have questions about the Privacy Act, then you may contact the Office of the Australian Information Commission.

Date: 3 October 2014

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# Hosting Acceptable Use Policy

## Introduction

This policy outlines what we deem to be unacceptable use of services provided by Zynke Pty Ltd ("we" and "our") to customers of Zynke Pty Ltd ("you" and "your").

From time to time Zynke Pty Ltd may update this policy. When we make amendments to this policy we will notify you of the change; after which you will be obliged to comply with the amended policy.

If you do not accept this version of the AUP or any future amendments you will need to immediately contact Zynke Pty Ltd to notify us of the cancellation of your services.

The policy applies to the owners and operators of services provided by Zynke Pty Ltd. It is also directed at users and customers who want to lodge a complaint about alleged breaches of the policy.

Any use of our services that contravenes the various Commonwealth and State laws that govern many aspects of Internet use is, by definition, unacceptable use. The owners and operators of websites hosted by us are strongly advised to familiarise themselves with these laws and to operate within them.

In addition, we impose additional restrictions on the use of our services to ensure that the system operates fairly for all customers and to safeguard our good name and reputation.

## Agreement by customers to comply with the AUP

It is a condition of contract that all our customers comply with the terms of this AUP. Your decision to purchase any service signifies your acceptance of the terms of this AUP.

## The services covered by this policy

This policy covers all services provided by Zynke Pty Ltd and Zynke Pty Ltd's network in general.

If we provide you with access to a network outside our network you are responsible for complying with the AUP for that network.

## Zynke Pty Ltd's responsibilities

Zynke Pty Ltd will take reasonable measures to ensure that the owners and operators of the services we host will comply with this AUP.

We reserve the right to monitor your compliance by any means and to take action if we deem it necessary. We will also act on any complaint from a user or another Zynke Pty Ltd customer and will cooperate fully with law enforcement agencies if required.

## What constitutes unacceptable use by customers

You must not use our service, attempt to use the service, or allow the service to be used in any way that:

### Breach of law

results in you or Zynke Pty Ltd breaching, or being involved in a breach of law, order or regulation.

### Obscene, defamatory, offensive, abusive

sends, displays, accesses, makes available, publishes, or distributes or otherwise is involved in material that a reasonable person would consider obscene, defamatory or offensive;

### The rights of others

infringes on any person's rights (including intellectual property rights and moral rights);

constitutes a misuse of any person's confidential information;

results in a breach by you of any obligation that you owe to any person;

### Prohibited and Restricted content

sends, displays, accesses, makes available, publishes or distributes or otherwise is involved in material that is likely to be considered unsuitable for minors;

sends, displays, accesses, makes available, publishes or distributes or otherwise is involved in material which is classified RC or X by the Australian Classification Board;

### Protection of minors

enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;

### Illegal business practices and gambling

engages in any misleading or deceptive business or marketing practice;

involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

### Damage to property or people

results, or could result, in damage to property or injury to any person;

harasses, menaces or stalks people;

### SPAM

indiscriminately sends unsolicited, unwanted, or inappropriate messages, especially commercial advertising in mass quantities;

provides capability which permits third parties to send SPAM;

causes an adverse effect on any computer, network, or data belonging to any party;

accesses anyone else's systems, networks or data without consent, regardless of whether or not such access or use has any adverse effect on the system, network, or data;

creates, sends, or alters in any way the contents of an electronic message for the purpose of hiding, obscuring or deleting

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# Hosting Acceptable Use Policy

the source of the message or making the message appear to come from someone other than you;

## **Zynke Pty Ltd's service**

manipulates or bypasses Zynke Pty Ltd's usage limits;

undertakes any activity which impedes Zynke Pty Ltd's ability to provide its services;

unfairly damages the commercial well being or reputation of Zynke Pty Ltd;

## **Excessive Resource Usage**

would result in an excessive load being generated on Zynke Pty Ltd's servers, network, or other resources; and

would create any undue burden on other customers or the service in general;

We reserve the right to decide whether any action constitutes unacceptable use and, to the extent the law allows, our decision will be final.

## **What we will do about unacceptable use**

At its absolute discretion, Zynke Pty Ltd reserves the right to suspend or terminate a customer's access to any or all services provided if Zynke Pty Ltd forms the view that a customer has breached the terms of this AUP.

We will not automatically assume an allegation of unacceptable use against you is proven until we assess the facts or a law enforcement agency or other relevant government authority requires us to act immediately. Nevertheless, we reserve the right to suspend or terminate your account without notice to you if the circumstances dictate that immediate action is required. In other circumstances we will follow the process outlined in the next section.

## **Complaints process**

Complaints by users or customers should be sent to [hosting@zynke.com.au](mailto:hosting@zynke.com.au).

If the complaint is an allegation that you have not complied with the law we may, subject to legal advice, have to either inform the complainant that they can refer their concern to the relevant government authority or that we will do so. If the complaint is not clearly covered by a law we will initiate the following process:

(a) If the complaint is about content:

We will record the detail of the complaint and discuss it with you in an attempt to resolve the issues to the satisfaction of the complainant.

If that is unsuccessful we will give your contact details to the complainant so that the issues can be discussed directly with you (we will comply with our Privacy Policy in this regard).

If that is unsuccessful we will advise the complainant of their right to lodge a formal complaint with the Australian Broadcasting Authority.

Depending on the outcome of the process to this point, we reserve the right to make a final decision (which may involve suspension or termination of your service) that will bind you as the customer.

(b) If the complaint is about service interference

We will investigate the allegations and attempt to resolve the matter. If our service is seriously compromised we may choose to suspend your service immediately pending an investigation.

Our decision in regards to service interference will be final. It may involve suspension or termination of your service.

## **Liabilities and indemnities**

We will not be liable for any loss of benefit you might incur if we suspend or terminate your account under the terms of this AUP where:

- you have breached the terms of this AUP;
- we are required to do so by law;
- we are directed to do so by the ABA under a takedown notice in accordance with its obligations under the Broadcasting Services Amendment (Online Services) Act in 1999 (as amended).
- we acted reasonably in exceptional circumstances; or
- we are not able to reach a mutually acceptable outcome.

You agree to indemnify Zynke Pty Ltd against any claim a user or another customer might make as a result of any loss of benefit or damages they incur as a result of a breach of this AUP.

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Last updated 1 October 2014

# Hosting Terms of Service

## Introduction

Zynke Pty Ltd ("Zynke", "we", "us" or "our") welcomes you to [www.zynke.com.au](http://www.zynke.com.au) (the "Website"). These terms and conditions of service (collectively, with Zynke's Privacy Policy, the "Terms of Service" or "Agreement") govern your use of the Website and the services, features, content or applications operated by Zynke (together with the Website, the "Services"), and provided to the Subscriber (the "Subscriber", "you" or "your").

Please read these Terms of Service carefully before using the Services. If you do not agree to these terms of service, you must not use the Services and you should exit the website and stop use of the services immediately.

These Terms of Service apply to all users of the Services, including without limitation any sub-users. Using the Services in any manner constitutes your acceptance and agreement to be bound by these Terms of Service, and all other operating rules, policies and procedures that may be published from time to time on the Website by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

In purchasing our Services and entering into this agreement, you warrant that you are no legal impediment from doing so and that this agreement will be legally enforceable against you in accordance with its terms.

Zynke reserves the right, at any time and from time to time, to amend or to modify these Terms of Service without prior notice to you, provided that if any such alterations constitute a material change to these Terms of Service, Zynke will notify you by posting an announcement on the Website. Amendments and modifications shall take effect immediately when posted on the Website. By continuing to access or use the Services after any such amendments or modifications, you agree to be bound by such amended or modified Terms of Service. For this reason, we encourage you to review the Terms of Service whenever you use the Services. If you do not agree to any change to these Terms of Services, then you must immediately stop using the Services.

## 1. Your eligibility to use our Service

1.1 The Services are not targeted towards, nor intended for use by, anyone under the age of 18. By using the Services, you represent and warrant that you are 18 years of age or older. If you are under the age of 18, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

1.2 To sign up for the Services, you must register for an account on the Services (an "Account"). You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorisation; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents), and for keeping your Account password secure. You may never use or interfere with another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services, breach of security or unauthorised use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates. You must notify us immediately of any unauthorised use of your account, the Services we supply to you or any other breach of security.

1.3 Zynke will be entitled to suspend or terminate your Account if you breach these Terms of Service. Additionally, Zynke may disclose your Account details to any law enforcement bodies who investigates your use of our Service. Zynke will not be liable for any loss or damage as a result of your failure to provide us with accurate information or to keep your Account secure or with any investigation by law enforcement bodies.

## 2. Content you upload or download

2.1 In this Agreement, "Content" means, without limitation, information, data, text, written posts and comments, software, scripts, graphics, recordings and interactive features generated, provided, or otherwise made accessible on or through the Services, as well as all User Content (as defined below).

2.2 All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate.

2.3 The Services may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

2.4 Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

2.5 By submitting any User Content to the Website, excluding privately transmitted User Content, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit such User Content in connection with the Website, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Website or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user of the Website and/or the Services a non-exclusive,

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perpetual license to access any of your User Content that is available to such user on the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services. By submitting any User Content to the Services other than on the Website, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, aggregate, reproduce, distribute, prepare derivative works of, display, and perform such User Content solely for the purpose of providing the Services. To be clear, the foregoing licenses granted to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

### 3. What constitutes acceptable use of our Service?

3.1 As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.

3.2 You agree that you will not transmit, distribute, post, store, link, or otherwise traffic in Content, information, software, or materials on or through the Service that (i) is unlawful, threatening, abusive, harassing, defamatory, threatening, abusive, inciting of violence or hatred, misleading or deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, contains or depicts pornography that is unlawful, or is otherwise inappropriate as determined by us in our sole discretion, (ii) you know is false, misleading, untruthful or inaccurate, (iii) constitutes unauthorised or unsolicited advertising, (iv) impersonates any person or entity, including any of our employees or representatives, (v) violates a person's privacy, (vi) violates classification standards or (vii) which in our opinion is unsatisfactory or inappropriate.

3.3 You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services whether or not in breach of the Spam Act 2003 (Cth); (v) run any Internet Relay Chat (IRC) services; (vi) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website; (vii) harvest or scrape any Content from the Services; (viii) use the Services for high risk activities including but not limited to the operation of nuclear facilities, air traffic control, life support systems, or any other use where the failure of service could lead to death, personal injury, or environmental damage; or (ix) otherwise take any action in violation of our guidelines and policies.

3.4 You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

### You must comply with all applicable laws

3.8 When you use our Service you must comply with all applicable laws. For example, you must not use our Service for (a) any criminal activities such as distributing child pornography, (b) forgery, identity theft, misdirection or interference with electronic communications, (c) invasion of privacy, (d) improper data collection activities, (e) securities violations, money laundering, or terrorist activities, or (f) false advertising, propagating or profiting from frauds and unfair schemes. You must also comply with all positive obligations that you have under any laws governing your use of the Services, including but not limited to: (i) all disclosure requirements, (ii) records maintenance for regulated industries, and (iii) financial institution safeguards.

### Using our network

3.9 You must not use any method to circumvent the provisions of these Terms of Service, or to obtain Services in excess of those for which you have contracted with us. You must only use those IP addresses that we have assigned to you, and must not use any IP addresses other than what we have assigned you. You must not use any mechanism to exceed the amount of resources assigned to you through the Services, or to conceal your activities.

### Certain types of bad behaviour

3.10 You must not use the Services to distribute, receive communications or data gleaned from, or execute any action directed by any type of injurious code, including but not limited to: (i) trojans, (ii) key loggers, (iii) viruses, (iv) malware, (v) botnets, (vi) denial of service attacks, (vii) flood or mail bombs, (viii) logic bombs, or (ix) other actions which Zynke reserves the sole right to determine to be malicious in intent.

3.11 You must not use the Services in a manner that would violate the lawful privacy rights of any person, or to publish or republish defamatory statements, or to harass or embarrass, which we shall be determined in our sole and absolute discretion.

3.12 In addition to being forbidden from performing any acts made illegal by the SPAM Act 2003 (Cth) or any other anti-spam laws, you must not send bulk email utilising their resources on the Services unless they comply with the requirements of those anti-spam laws. You are forbidden from taking any action that would result in your IP addresses, or any IP address associated with us or other subscribers, being placed on any anti-spam list or the Spamhaus.org blacklist. We reserve the right to determine whether an email violation has occurred.

3.13 You must not use the Services in violation of the copyrights, trademarks, patents or trade secrets of third parties, nor shall they utilise the Services to publish such materials in a manner that would expose them to public view in violation of the law. We will terminate the accounts of repeat violators if we consider it is appropriate to do so. If a third party believes that a subscriber of Zynke is violating its intellectual property rights, it should notify us by email at [abuse@Zynke.com](mailto:abuse@Zynke.com). A notification should include the IP address where the violation is believed to have occurred in addition to any other requirements of the relevant law.

### What if you let someone else use your Service?

3.14 You are responsible for the acts of others utilising their access to the Services, and will be held responsible for

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violations of the Services by their sub-users or persons who gain access to the Services using your access codes. Any activity that a Subscriber is prohibited from performing by these Terms of Services is equally prohibited to anyone using the access to your Services.

3.15 You must notify all persons who you allow to receive access to your Services of the provisions of these Terms of Service. In particular, you must notify them that these Terms of Service are binding upon them.

3.16 You must utilise proper security protocols, such as setting strong passwords and access control mechanisms, safeguarding access to all logins and passwords, and verifying the trustworthiness of all persons with your account access information.

## You must report security breaches

3.17 You must tell us if and when you learn of any security breaches regarding your Services. You must also help us or any government authority investigate, prosecute and fix those breaches. If we ask you to help us with any legal action in relation to those breaches, then we will pay your reasonable costs for assisting us in that action.

## 4. Using third party services and domain name registrars

4.1 In respect of domain names, we advise you that we are a reseller for the auDA accredited registrar Uber Global Pty Ltd.

4.2 We do not warrant or guarantee that the domain name applied for will be registered in your name or is capable of being registered by you. Accordingly, you should take no action in respect of your requested domain name(s) until you have been notified that your requested domain name has been registered.

4.3 Both the registration of the domain name and its ongoing use are subject to the relevant naming authority's terms and conditions of use and you are responsible for ensuring that you are aware of those terms and conditions and that you comply with them. You irrevocably waive any claims you may have against us in respect of the decision of a naming authority to refuse to register a domain name and, without limitation, agree that the administration charge paid by you to us shall be non-refundable in any event.

4.4 We accept no responsibility in respect of the use of a domain name by you. Any dispute between you and any other individual or organisation regarding a domain name must be resolved between the parties concerned and we will take no part in any such dispute. We reserve the right, on our becoming aware of such a dispute, at our sole discretion and without giving any reason, to either suspend or cancel the domain name, and/or to make appropriate representations to the relevant naming authority.

## 5. Payments and Billing

### Acceptable Payment Methods

5.1 We accept payment using major credit cards, PayPal arrangements, Cheque and Direct Deposit. Please note that any payment terms presented to you in the process of using or signing you up for paid Services are deemed part of this Agreement.

5.2 Upon providing us with your credit card details, you irrevocably authorise us to debit your credit card for all moneys payable pursuant to this Terms of Service. The billing cycle begins from the date you give us your credit card details. The relevant date is recorded in the My Account Area under "Start Date" in Accounts and Billings Details.

5.3 We use third-party payment processors ("Payment Processors") to bill you through a payment account linked to your Account on the Services (your "Billing Account") for use of the paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processors in addition to this Agreement. We are not responsible for error by the Payment Processors. By choosing to use our paid Services, you agree to pay us, through the Payment Processors, all charges at the prices then in effect for any use of such paid Services in accordance with the applicable payment terms and you authorise us, through the Payment Processors, to charge your chosen payment provider (your "Payment Method"). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

### Our prices and billing practices, as well as Account cancellations

5.4 The term of this Agreement shall be monthly or annually (as selected by you), to commence on the date that the Subscriber signs up electronically for the Services by creating an Account with an email address, receives an acceptance email from us and, in the case of Prepaid Services, we receive full payment from you of our invoice. All invoices are denominated, and the Subscriber must pay, in Australian dollars. Our prepaid Services are usually billed monthly in advance. All other services are usually billed monthly in arrears with payment due no later than (5) days past the invoice date. You are entirely responsible for the payment of all taxes. You are also responsible for ensuring our acceptance email is not caught up in your SPAM filters. We reserve the right to accept or reject orders for Services placed by you. If you do not receive an acceptance email within 14 days of receipt of the order, then your order is rejected.

5.5 For specific pricing policies, please refer to <http://www.zynke.com.au>. All prices are inclusive of Goods and Services Tax (GST) and all other taxes. We reserve the right to change our prices during a billing cycle. All published price changes will be effective at the beginning of the next billing cycle after the date of publication of the price change and your payment or continued use of the Service constitutes acceptance of any price change by us.

5.6 The relevant services we supply under these Terms of Service will be selected by you as part of our online order process or otherwise confirmed in our email acceptance to supply Services. You may also ask us to manually upgrade the Services that you buy over the phone, provided that you can verify your identity and that you are authorised to act on the relevant customer account. We reserve the right to require you to upgrade the Services via our online processes.

5.7 Some of the paid Services may consist of an initial period, for which there is a one-time non-refundable charge, followed by recurring period charges as agreed to by you (the "Prepaid Services"). By choosing a Prepaid Services, you acknowledge that such Services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORISATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORISATION THROUGH OUR WEBSITE OR WISH TO CHANGE YOUR PAYMENT METHOD OR YOU ARE IN BREACH OF THIS AGREEMENT. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT IN ACCORDANCE WITH CLAUSE 5.8. TO TERMINATE YOUR AUTHORISATION OR CHANGE YOUR PAYMENT METHOD, YOU MUST FOLLOW THE PROCEDURE SET OUT IN CLAUSE 5.8 BELOW AND GO TO <http://zynke.com.au/accounts>

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5.8 ALL ACCOUNT CANCELLATIONS MUST BE SUBMITTED BEFORE THE NEXT BILLING CYCLE. DEDICATED SERVER AND PRODUCTS ON ARREARS BILLING CYCLES MUST BE CANCELLED 14 DAYS BEFORE THE NEXT BILLING CYCLE, FAILURE TO DO SO WILL RESULT IN THAT SERVICE BEING BILLED FOR AN ADDITIONAL CYCLE. CANCELLATIONS MUST BE SUBMITTED VIA A CANCELLATION REQUEST IN THE MY ACCOUNT OF OUR WEBSITE, FAILURE TO SUBMIT THE CANCELLATION VIA THE MY ACCOUNT WILL RESULT IN THE CANCELLATION NOT BEING PROCESSED. CANCELLATION REQUESTS MUST ALSO INCLUDE THE DOMAIN NAME ASSOCIATED WITH THE ACCOUNT IF IT IS A SHARED OR RESELLER ACCOUNT, AND SERVER IP ADDRESS IF IT IS ADDRESS IF IT IS A DEDICATED SERVER. YOU MAY BE CONTACTED SHORTLY AFTER THE SUBMISSION OF YOUR CANCELLATION REQUEST, YOU MUST RESPOND TO COMPLETE THE CANCELLATION PROCESS.

5.9 YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSORS IF YOUR PAYMENT METHOD IS CANCELLED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORISED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT <http://zynke.com.au/accounts>. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, THEN YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAID SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAID SERVICES AS SET FORTH ABOVE.

5.10 Refunds are provided at our sole discretion. All setup fees, domain registration and SSL are not refundable. If a cancellation request is received for a Service which has been pre-paid, then a credit will be issued to your Account once the Service has been cancelled.

## Special offers and coupon usage

5.11 We may offer discounts, coupons and special programs from time to time. The terms of those offers will be posted on our website and will be deemed to be incorporated into this Agreement.

## What happens if you don't pay us on time?

5.12 We will not provide you with a Prepaid Service if you do not pay the fee in full by the due date.

5.13 In the case of all Services that are payable monthly in arrears, we must receive your payment in full within fourteen (14) days of the date invoicing. Otherwise you will be considered to be in arrears. For accounts in arrears, if any amount is more than seven (7) days overdue, then we may suspend service to such account and bring legal action to collect the full amount due, including any lawyers' fees and costs, without giving you any notice that your account is in arrears. We may also impose a late fee equal to 10% of the total value of an overdue invoice.

5.14 If you are past due on your balance, we may send you a further email before suspending your account. Servers will be temporarily powered off during the suspension period. We reserve the right to delete your suspended machines without notice to you if your Account is more than 45 days overdue.

## What if you go bankrupt or your company goes under?

5.15 If you default in any payment, or you suffer an act of insolvency or bankruptcy (the "Event of Default"), then we may immediately suspend the Services we provide you with and:

- (i) accelerate the due date for payment of all monies owing and outstanding to us and those amounts will become immediately due and payable;
- (ii) we may invoice you for the value of any Services supplied and other out of pocket expenses incurred (including any bank charges, late payment fees and dishonour fees due to any payment default), but not yet invoiced, which amounts will become immediately due and payable;
- (iii) we will charge you a one time, late payment fee of 10% of the invoiced amount that you have not paid on time; and
- (iv) we may cancel any rebate, discount or allowance due or payable to you, or which you would otherwise be entitled to receive, as at the date of the Event of Default.

## 6. Warranty Disclaimer

6.1 We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:

- (i) which you gain access to the Services;
- (ii) what Content you access via the Services; or
- (iii) how you may interpret or use the Content.

6.2 To the maximum extent permitted by law, you release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

6.3 THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR PRODUCE PARTICULAR RESULTS REQUIRED BY YOU. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

6.4 THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,

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# Hosting Terms of Service

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

6.5 IF ANY LEGISLATION, SUCH AS THE AUSTRALIAN CONSUMER LAW, IMPLIES IN THIS AGREEMENT OR OTHERWISE PRESCRIBES ANY CONDITION, GUARANTEE (INCLUDING CONSUMER GUARANTEES) OR WARRANTY WHICH CANNOT BE EXCLUDED OR MODIFIED, THEN THAT CONDITION, GUARANTEE OR WARRANTY IS DEEMED TO BE INCLUDED IN THIS AGREEMENT. HOWEVER, TO THE EXTENT PERMITTED BY LAW, OUR LIABILITY FOR BREACH OF SUCH STATUTORY CONDITION, GUARANTEE OR WARRANTY IS LIMITED AT OUR OPTION TO ANY ONE OR MORE OF THE FOLLOWING:

(A) IN THE CASE OF GOODS – THE REPAIR OF THE GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS OR TO THE PAYMENT OF THE COSTS OF REPAIR, REPLACEMENT OR SUPPLY OF EQUIVALENT GOODS; AND

(B) IN THE CASE OF ADVICE, RECOMMENDATIONS, INFORMATION OR SERVICES, BY SUPPLYING THE ADVICE, RECOMMENDATIONS, INFORMATION OR SERVICES AGAIN, OR BY PAYING THE COST OF SUPPLYING THE ADVICE, RECOMMENDATIONS, INFORMATION OR SERVICES AGAIN.

## 7. Limitation of Liability

7.1 IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY NON-RENEWAL OF THE SERVICES (III) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (IV) IN CONNECTION WITH OUR ANTI-SPAM OR VIRUS FILTERS, OR (V) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS ONE MONTH PERIOD, EVEN IF ZYNKE HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. YOU ACKNOWLEDGE THAT THE FEES PAID BY YOU REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT ZYNKE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST ZYNKE ARISING OUT OF YOUR PURCHASE OR USE OF THE SERVICES, OR ANY CONDUCT OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES OR ANY OTHER GRIEVANCE SHALL BE: (A) IN THE CASE OF A CONSUMER ABLE TO RELY UPON THE AUSTRALIAN CONSUMER LAW, THE REMEDY SET OUT IN CLAUSE 6.5 ABOVE; OR (B) IN ALL OTHER CASES, YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF THE SERVICES.

## 8. Confidentiality

8.1 You must keep confidential any confidential information to which it is given access, and shall cooperate with our efforts to maintain the confidentiality thereof. You must not publish to third parties or distribute information or documentation that we provide you with for purposes of operating and maintaining its systems, including material contained in estimates, invoices, work orders, or other such materials.

## 9. Data backup

9.1 You are solely responsible for backing up any data which you save onto our servers or your account with us (the "Data"). Even if you buy a Data back-up plan from us, we do not have any responsibility to preserve that Data after you ceasing purchasing that service from us. Nor do we have any liability for any Data that might be lost, corrupted or is unrecoverable whether or not you buy a Data back-up plan from us or by reason of your failure to back up your Data. If your Data is important to you or your business, then we suggest that you also take out an insurance policy against any loss or damage suffered or incurred by you for any Data loss or corruption.

We trust that you'll be responsible and backup your own data. Things happen so better safe than sorry.

## 10. Indemnification

10.1 You shall defend, indemnify, and hold harmless us, our affiliates, parents, subsidiaries, any related companies, licensors and partners, and each of our and their respective employees, officers, directors, agents, contractors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable legal fees, that arise from or relate to your (or any third party using your Account or identity in the Services) use or misuse of, or access to, the Services, Content, or otherwise from your User Content, violation of these Terms of Service or of any law, or infringement of any intellectual property or other right of any person or entity. The indemnity does not apply to the extent that we cause or contribute to our own loss or damage. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences. This clause survives the termination or expiry of this Agreement.

## 11. Termination or suspension of your Service

11.1 Zynke reserves the right, in our sole discretion, to terminate or suspend your access to all or any part of the Services at any time, with or without notice, effective immediately, including but not limited to as a result of your violation of any of these Terms of Service or any law, if you suffer an Insolvency Event, we are required to do so by law, or if you misuse system resources, such as, by employing programs that consume excessive network capacity, CPU cycles, or disk IO. Any such termination or suspension may result in the forfeiture and destruction of information associated with your Account. Zynke may provide prior notice of the intent to terminate or suspend Services to you if such notice will not, in our discretion, run counter to the intents and purposes of these Terms of Service. Any fees paid hereunder are non-refundable and any fees owed to us before such termination or suspension shall be immediately due and payable, including any liabilities that may have been incurred prior to termination or suspension such as our costs for collection (including its legal fees) of any such charges or other liabilities. Upon termination,

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any and all rights granted to you by this Agreement will immediately be terminated, and you must promptly discontinue all use of the Services. Upon reactivation of your Account following a suspension, we may require you to pay us in full for all outstanding amounts and pay a reactivation fee at our discretion. If you wish to terminate your Account, you may do so by following the instructions on the Website or through the Services. We are under no obligation to provide you with a copy of your Data or User Content if we terminate or suspend all or part of your Services. Nor are we under any obligation to refund you amounts automatically debited from your PayPal account after your Service has been terminated. It is your responsibility to terminate any PayPal subscriptions. If we are required to refund you any payments received, then we may charge you an administration fee for doing so by deducting that amount from the amount to be refunded to you. All provisions of these Terms of Service which by their nature should survive termination shall survive termination or suspension, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11.2 We reserve the right at our sole discretion to cancel your service. If we choose to cancel your service you will receive a prorated refund for unused service and will be provided 30 days to move your service to an alternate provider.

## 12. Governing law and jurisdiction

12.1 Any claim arising hereunder shall be construed in accordance with the substantive and procedural laws of the State of South Australia and the Commonwealth of Australia, without regard to principles of conflict of laws. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the courts of New South Wales and the Commonwealth of Australia. You consent to service of process via email at the email address(es) provided by you, and waives any requirement under any judicial treaty requiring that legal process be translated into any language other than English.

## 13. Dispute Resolution

13.1 Mindful of the high cost of litigation, you and Zynke agree to the following dispute resolution procedure: in the event of any controversy, claim, action or dispute arising out of or related to: (i) the Website; (ii) this Agreement; (iii) the Services; (iv) the breach, enforcement, interpretation, or validity of this Agreement; or (v) any other dispute between you and Zynke (a "Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent (1) if to us at: 2/27 Beulah Road Norwood 5067, South Australia, Australia or (2) if to you at: your last-used billing address or the billing and/or shipping address in your Account information. Both you and Zynke agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any legal proceedings against the other party.

## 14. Miscellaneous Provisions

14.1 Neither of us shall be liable to the other for non-performance of the terms herein to the extent that either of us are prevented from performing as a result of any act or event which occurs and is beyond our reasonable control, including, without limitation, acts of God, war, unrest or riot, strikes, any action of a governmental entity, weather, quarantine, fire, flood, earthquake, explosion, utility or telecommunications outages, Internet disturbance, or any unforeseen change in circumstances, or any other causes beyond either party's reasonable control. The party experiencing the force majeure shall provide the other party with prompt written notice thereof and shall use reasonable efforts to remedy effects of such force majeure. A force majeure event does not include your obligation to pay us any money.

14.2 This Agreement, including all related agreements and policies incorporated by reference herein, constitutes the entire agreement between the parties related to the subject matter hereof and supersedes any prior or contemporaneous agreement between the parties relating to the Services.

14.3 All right, title and interest in any technology, techniques, software and other intellectual property that is used in, or supplied by us, in connection with the Services is owned by us or will vest in us on creation, or is licensed to us. You may use the technologies, techniques, software and other intellectual property only as permitted by these Terms of Services. We otherwise reserve all rights in relation to those things. Unless otherwise agreed, you obtain no proprietary rights to the hardware, software and other infrastructure and facilities used by us to supply our Services.

14.4 A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorised representatives.

14.5 If any provision of this Agreement is prohibited by law or held to be unenforceable, that provision will be severed and the remaining provisions hereof shall not be affected such that this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof.

14.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement may be signed electronically.

14.7 These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations, including any information provided to us by you for the purpose of receiving the Services, hereunder without your consent.

14.8 No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

14.9 The clause and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

14.10 Unless otherwise specified in these Terms of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognised overnight delivery service. Electronic notices should be submitted via [hosting@zynke.com.au](mailto:hosting@zynke.com.au)

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Get in touch with us at  
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## Customer Service Policy

Zynke Pty Ltd is committed to providing the highest levels of customer service in the industry.

It is an unfortunate fact that any business, anywhere in the world will at some point deal with a customer who feels they are not getting a satisfactory response to a question they have asked, or believe they are not getting what they paid for.

In order to assist our customers, and to ensure that our customers always receive the highest level of customer service, we have created this policy which outlines what a customer should expect from Zynke Pty Ltd, and what Zynke Pty Ltd expects from its customers.

### 1. Definitions

1.1. "Zynke" means Zynke Pty Ltd of South Australia, Australia.

1.2. "Customer" means the person or entity who ordered our services.

1.3. "Customer Service" means the relationship between Zynke staff and the Customer, with the purpose of assisting the Customer with a question they have asked.

1.4. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal and SSL services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Zynke has sent after you request for service. The specific details of the Services can be found by logging in to the account area.

1.5. "the account area" refers to Zynke's customer account, billing and management portal, available online at <https://zynke.com.au/accounts>

### 2. Acceptance

2.1. The Customer signified acceptance of this Customer Service Policy, as well as our Terms of Service, Privacy Policy, Acceptable Use Policy and any applicable Registrant Agreement, when they submitted their order to Zynke for Services, and that order was accepted.

### 3. Appropriate Channels for Receiving Customer Service

3.1. By submitting an Ticket through the Account Area to the appropriate department.

3.2. Sending an email to the appropriate department using the details made available on the Zynke website at <http://www.zynke.com.au>

3.3. If eligible, by phoning (08) 8363 2720.

3.4. Customers who do not use the methods 3.1 through 3.3 to contact Customer Service are not covered by this policy and do so at their own risk.

#### **4. Customer Conduct**

4.1. The Customer agrees to conduct themselves in an appropriate and professional manner when seeking Customer Service from Zynke.

4.2. Zynke staff will not respond to requests for Customer Service if the Customer:

- a. Has used offensive or obscene language;
- b. HAS USED EXCESSIVE CAPITALISATION FOR THE PURPOSE OF SHOUTING;
- c. Has made threats of violence, legal action or referral to an external party (eg. Department of Fair Trading);
- d. Has posted the issue or question on a public medium, such as forums or blogs, before it has been either raised with or answered by Zynke staff within an appropriate timeframe (refer to Section 6), or before the escalation process (refer to Section 5) has been completed.

#### **5. Escalation Process**

5.1. Customers who are not satisfied with the Customer Service they have received from Zynke should ask for their Ticket, email or telephone call to be reviewed by the Customer Service Manager.

5.2. If after this review the Customer is not satisfied with the outcome, the Customer should send an email to [web@zynke.com.au](mailto:web@zynke.com.au) with the following information:

- a. A detailed explanation of the question or issue, with references to any prior Ticket's, emails or telephone calls;
- b. A detailed explanation of the outcome that would resolve the issue;
- c. Any other information or details that will help Zynke to resolve the issue.

5.3. If the Customer is still not satisfied with the outcome, or it has not been answered within the appropriate timeframe (refer to Section 6), the Customer should seek advice from external sources such as the Department of Fair Trading or Consumer Affairs in their state or territory.

#### **6. Appropriate Timeframes**

6.1. Ticket's and emails sent to Zynke seeking Customer Service should be answered by Zynke staff within two (2) business days. Each time a response is made by the Customer this timeframe will be reset.

6.2. Ticket's and emails sent to Zynke seeking an escalation to a Customer Service matter should be answered by Zynke management within three (3) business days. Each time a response is made by the Customer this timeframe will reset.

6.3. Notwithstanding anything else in this agreement, the maximum aggregate liability of Zynke, any of its employees, agents or affiliates, under any theory of law shall not exceed a payment in excess of the amount paid by the Customer for the Service in question for the six months prior to

the occurrence of the event(s) giving rise to the claim.

#### **7. Customer Service Goodwill Credit**

7.1. From time to time, Zynke staff or management may make the decision to apply a \$25.00 Customer Service Goodwill credit to the Customer's account.

7.2. This credit is not redeemable for cash and can only be used to purchase additional Zynke hosting / domain services or as credit on system generated invoices for Service renewals.

#### **8. Non-compliance**

8.1. In accordance with the Zynke Terms of Service, Zynke may suspend or terminate the Service(s) of a Customer who has refused to follow this policy when seeking Customer Service or escalating an issue.

8.2. Any requests for Customer Service made outside of the guidelines set within this policy will not be covered by this policy.

#### **9. Changes**

9.1. Zynke may amend our terms, policies and agreements at any time. At all times Zynke will make available the current terms for client review and download via our website. Changes to this agreement will become effective upon their publication to our website, and furthermore, continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) in-line with our Terms of Service

9.2. All Zynke Terms, Policies and Agreements are available for download from our website at any time.

**If you have any questions about this agreement, please contact us at [web@zynke.com.au](mailto:web@zynke.com.au)**

*This document was last updated on 14 August, 2014.*