

ASMYServices Terms of Service

By purchasing any hosting or additional service or product from ASMYServices, you (the Customer) are entering into an agreement with ASMY Services that is bound by the Terms of Service ("TOS") outlined in this document. This Agreement shall be construed in all respects in accordance with the laws of the state of NSW, Australia, applicable to contracts enforceable in that state. By completing the ordering process, you agree to have read, understood, and be bound by these Terms of Service.

1. Definitions

1.1 Hosting service

Any shared, reseller, virtual, or dedicated service used to store and deliver web based content.

1.2 Additional services

Any product or service that is considered an "addon" to a primary hosting service, or which covers one off charges for additional work carried out by ASMYServices.

1.3 Resource usage

Any and all allocated resources provided to the customer to allow for the storage and delivery of the the web based content within a hosting service. This includes but is not limited to disk space, Memory, CPU, Bandwidth

1.4 Subscription

The term(monthly, quarterly, semi-annually, annually) applicable to the purchased service.

1.5 Billing Portal

An account management interface for managing the billing aspects of hosting or additional services purchased including invoices, contact information, and domain registrations.

2. Fees

2.1 Payment

Establishment of any hosting or additional service is dependent upon receipt by ASMYServices of payment of stated charges as outlined on the ASMYServices website or any other documentation or custom quote provided to Customer. Subsequent payments are due on the anniversary date of the subscription term in advance for the following subscription term's

service. All service fees are disclosed within a product description or will be disclosed to the customer prior to payment being required for any custom quotations.

2.2 Setup Fee

The Customer agrees to pay in advance and in full any amount of a non-recurring nature required for the initial deployment of the purchased hosting service. Any such fees are listed as setup fees in the service description or will be disclosed in any custom quotations prior to any server provisioning, equipment acquisition or installation by ASMYServices.

2.3 Recurring fee

All subscriptions for hosting services provided by ASMYServices are recurring by nature and the Customer agrees to pay any recurring fees listed in the Service description in advance each anniversary date until such time as the Customer submits a cancellation request in accordance with these Terms of Service.

2.4 Non-Refundable Fees

Certain fees paid to ASMYServices are considered non-refundable due to the nature of the product or service purchased and this includes but is not limited to the following:

2.4.1 Third Party Products

Products supplied by ASMYServices where ASMYServices acts as a reseller for another provider (e.g. domain registrations, SSL certificates, third party product licences) are provided as non-refundable products and refunds cannot be provided once the product has been activated on an account.

2.5 Additional Resource Usage fees

Should the Customer exceed the total amount of included hosting resource utilization as described in Service Definitions. The Customer agrees that overage fees will apply and be due immediately.

2.6 Invoices and Statements

Invoices are provided to the Customer by email using the contact email address assigned to the the Customer or any additional billing contacts within the ASMYServices billing system. Invoices cannot be sent via postal mail or any other courier style service.

2.7 Statements

ASMYServices does not provide written or printed statements. However, an account's invoice history is always available for viewing by the Customer within the Billing Portal.

2.8 Payments

The Customer must pay ASMYServices the Fees within 14 days from the date of the applicable Tax Invoice, unless stated otherwise in the Contract Details.

3. Acceptable Usage

3.1 Prohibited Activities

The following activities are strictly prohibited:

- **Illegal Activities:** Using the services for any unlawful purposes, including but not limited to distributing or storing illegal content, hacking, or engaging in fraudulent activities;
- **Harmful Content:** Hosting or transmitting any content that is illegal, abusive, harmful, defamatory, obscene, or otherwise objectionable;
- **Unauthorized Access:** Attempting to gain unauthorized access to any accounts, systems, or networks connected to the ASMYServices servers;
- **Disruption of Services:** Engaging in any activities that may disrupt or harm the performance of the services, including launching denial-of-service (DoS) attacks or spreading malware;
- **Spam and Unsolicited Communication:** Sending unsolicited emails, spam, or other forms of unsolicited communication;

3.2 Resource Usage

The Customer must not use excessive amounts of server resources, such as CPU usage, memory usage, or bandwidth, in a manner that negatively impacts other customers on the platform.

ASMYServices reserves the right to impose limitations on resource usage and may suspend or terminate services if the Customer's usage exceeds acceptable levels.

3.3 Security

The Customer is responsible for maintaining the security of their account credentials and must not share their login information with unauthorized individuals.

The Customer must implement reasonable security measures to protect their hosted content and data from unauthorized access.

3.4 Reporting Violations

The Customer agrees to promptly report any violations of Acceptable Usage to ASMYServices. ASMYServices reserves the right to investigate and take appropriate action, including suspension or termination of services, in response to violations of this policy.

3.5 Consequences of Violations

ASMYServices reserves the right to suspend or terminate services without notice if the Customer engages in any prohibited activities or violates this Acceptable Use Policy.

4. Hosted data and Backups

ASMYServices provides the Customer with the right and ability to take back ups of the Customer's Content and Software at any time during the Service Period whether or not You have acquired Anchor Back Up Services. This right and ability to take back ups terminates at the end of the Service Period.

The Customer must take all necessary back ups of the Customer's Content and Software. ASMYServices is not responsible for the loss of any Customer content.

The customer agrees that immediately following the end of the Service Period Anchor may permanently delete all the Customer's Content and Software in respect of the terminated Service without reference to the Customer and without liability to the Customer.

5. Termination and Suspension

5.1 Suspension

ASMYServices may suspend access to the Hosted Environment and/or the Customer's Content and Software if:

- any amount payable under this Agreement is not paid within 14 days of its due date;
- ASMYServices reasonably believes that the the Customer is in breach, or anticipated breach, of the Acceptable Use Policy in a material way;
- ASMYServices reasonably believes that the Customer's use of the Services is detrimental to other users of the Hosted Environment, Network or the Data Centre

Where ASMYServices suspends the Services it will provide the Customer with written notice advising the Customer of the suspension, the reason for the suspension and the steps that the Customer is required to take prior to the Service being resumed (if applicable).

the Customer acknowledges and agrees that:

- during any period of suspension the Fees remain due and payable;
- there may be a re-activation Fee payable by the Customer prior to ASMYServices allowing the Services to be resumed.

5.2 Termination

ASMYServices may, without liability to the Customer, terminate this Agreement, in part or whole, (including terminating the Service Period for any one or more Services) by giving the Customer at least 30 days' notice (provided that such notice may not be given so that the date of termination is during a Minimum Service Period).

ASMYServices may immediately terminate this Agreement, in part or whole, (including terminating the Service Period for any particular Service) by giving the Customer written notice if:

- the Customer breaches any of the provisions of clauses 2.8; or 3.1
- the Customer breaches any other provision of this Agreement and the breach has not been remedied within 14 days of written notice from ASMYServices specifying the breach;
- the Customer suffers any Insolvency Event;
- a Change in Law makes it commercial unviable (in the reasonable opinion of ASMYServices), or illegal, for ASMYServices to continue to provide the Services;
- our agreement with a contractor ends for any reason and as a consequence ASMYServices cannot continue to supply all or part of the Service.

6. Limitation of Liability

ASMYServices provides no guarantees that any hosting or additional service provided will be free from errors or interruptions. ASMYServices will not accept liability for any costs or losses incurred by The Customer that result from:

- the use of or inability to use any ASMYServices service;
- any errors, mistakes, omissions, interruptions, defects, or delays in operation or delivery;
- unauthorised access to ASMYServices's data or services;
- the suspension or termination of services due to breaches of Acceptable Usage;
- the suspension or termination of services due to obligations under law;

7. Indemnification

The Customer agrees to indemnify ASMYServices from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against ASMYServices, that may arise or result from the use of any hosting service provided.

8. Modification to these Terms

ASMYServices reserves the right to amend, update or change these terms of service without prior notification. Where changes are made that may impact the Customer's use of a ASMYServices service, the Customer will be advised by email using the primary email contact

details within an account and the continuance in operation by the Customer of any hosting or additional services will constitute an acceptance of these Terms of Service.

Last Modification: 01/01/2025