

[practiceedge website hosting terms and conditions.](#)

## 1. Definitions

- 1.1. "Customer" means the person or entity who ordered services provided by practiceedge.
- 1.2. "Customer Service" means the relationship between practiceedge staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.3. "Ticket" refers to a secure electronic message sent by the Customer to practiceedge via our ticketing or support emails.
- 1.4. "Registry" refers to person(s) or entity(ies) responsible for providing registry services. These services include customer database administration, zone file publication, DNS and DNSSEC operation, marketing and policy determination in regards to a top level domain name. A Registry may outsource some, all, or none of these services. Different registries exist for different TLDs.
- 1.5. "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 for the purposes of website or file hosting and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, and SSL products. The specific details of the Services can be found by reviewing our website or requesting information from practiceedge.
- 1.6. "practiceedge" means The Mauger Trust, trading as practiceedge.

## 2. Acceptance

- 2.1. The Customer signified acceptance of our Terms of Service, as well as our Acceptable Use Policy, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to practiceedge for Services, and that order was accepted.
- 2.2. The Customer acknowledges that they are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that they are solely responsible for the files and applications that have been uploaded and executed.

### 3. Communication

- 3.1. The Customer agrees to receive emails and/or SMS messages directly relating to the Service(s) provided, as well as marketing and promotional emails and/or SMS messages from practiceedge to the email address registered to their account. The Customer can unsubscribe from marketing and promotional emails only.
- 3.2. Customers with eligible services may receive service specific notifications (including, but not limited to suspension notices) via email or SMS to their mobile device if a mobile number is present in our records.
- 3.3. If the Customer does not want to receive these mandatory service-specific emails and/or SMS messages (where applicable), they are required to cancel all active Services and close their Account, in accordance with Section 11 of this policy. The Customer may, however, opt-out from receiving marketing and promotional emails and/or SMS at any time.

### 4. Availability of Services

- 4.1. While practiceedge will endeavour to provide continuous availability of all Service(s) to the Customer, practiceedge will not be liable for any Service interruptions or downtime.
- 4.2. Scheduled maintenance will be performed at a time which is deemed suitable by practiceedge, this will generally be outside of regular Melbourne Australia business hours, and should it require any Services to be offline for greater than thirty (30) minutes, practiceedge will post details of the scheduled maintenance at least two (2) days prior to the maintenance occurring. You can find this information at [practiceedge.com.au/status](https://practiceedge.com.au/status).
- 4.3. Unscheduled maintenance will be performed as required by practiceedge, and should any Service(s) be offline for greater than thirty (30) minutes, practiceedge will post details of the maintenance and any updates until it has been completed. Details of these events can be found at [practiceedge.com.au/status](https://practiceedge.com.au/status).

### 5. Domain Names

- 5.1. The Customer acknowledges that practiceedge will manage all domain renewals and registrations with an ICANN and auDA ISS accredited Registrar.
- 5.2. The Customer acknowledges that they agree to any applicable standard Registrant Agreement before purchasing any Domain Name(s) from practiceedge.
- 5.3. The Customer acknowledges that all Domain Name(s) are non-refundable once the order has been accepted and processed by practiceedge.
- 5.4. practiceedge does not warrant or guarantee that a Domain Name registration will be approved by the Registry, irrespective of whether the invoice for the Domain Name(s) has been paid. The Customer should take

no action in respect of the requested Domain Name(s) until they have been notified by practiceedge that the Domain Name(s) have been successfully registered and the Customer has verified the registration through public WHOIS lookup.

- 5.5. The registration and on-going use of the Domain Name(s) are subject to the relevant naming authority's terms of service and any applicable Registrant Agreement. The Customer is responsible for ensuring awareness of these terms and that they are adhered to.
- 5.6. The Customer waives any right to make claim against practiceedge in respect to a decision made by any Registry or Regulatory Body to refuse registration, renewal, transfer or continued use of a Domain Name.
- 5.7. The Customer acknowledges that practiceedge is not obligated to renew a Domain Name if the Customer has;
  - a. not confirmed to practiceedge that the domain name is to be renewed, or
  - b. the invoice for renewal has not been paid in full, or
  - c. it is determined that the Customer does not satisfy the eligibility criteria to continue holding the Domain Name license.

In these circumstances, practiceedge will not be held liable by the Customer for any loss or damages. It is the customers responsibility to confirm that the renewal request has been successfully processed in full.

- 5.8. Domain Name registration, renewal or transfer may be declined by practiceedge if the Customer is in breach of any Terms of Service, or any applicable Registrant Agreement, or the customer has other unpaid invoices in their Account.
- 5.9. It is the Customer's responsibility to ensure that the Registrant, Technical and Administrative contact information is kept up to date on every domain name. As per registry-registrar policy and agreements, practiceedge will use the Registrant contact information to advise the Customer of any pending expiry, renewal or transfer requests relating to the domain name.
- 5.10. Should the Customer choose to terminate all Service(s) with practiceedge, but does not transfer a Domain Name to another registrar, the Customer agrees that practiceedge may contact the Customer after the Account closure to advise of any domain name expiry, renewal or transfer request.
- 5.11. The Customer warrants that practiceedge is authorised to act as the Designated Agent to approve any changes to made to registrant contact details on behalf of the old or new registrant for any generic top-level domains governed by ICANN.

## 6. Customer General Warranties and Undertaking

- 6.1. The Customer warrants that any information supplied to practiceedge is true and correct and will be kept current and up to date.
- 6.2. The Customer warrants that they will keep all passwords and sensitive information in a secure location and this information is not shared with any other party.
- 6.3. The Customer warrants that at the time of entering into this agreement they are not relying on any representation made by practiceedge, its staff, agents or affiliates, which has not been expressly stated in this agreement.
- 6.4. The Customer agrees that they are solely responsible for dealing with cases of unauthorised third parties accessing their Account and/or Service(s). These matters should be referred to the Australian Federal Police for investigation as soon as possible.

## 7. practiceedge General Warranties and Undertaking

- 7.1. practiceedge shall not be liable to the Customer for harm caused by or related to the Customer's Service(s) or inability to utilise the Service(s) unless caused by gross negligence or willful misconduct.
- 7.2. practiceedge shall not be liable to the Customer for lost profits, direct or indirect, special or incidental, consequential or punitive; or damages of any kind whether or not they were known or should have been known.
- 7.3. Notwithstanding anything else in this agreement, the maximum aggregate liability that practiceedge, 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.
- 7.4. practiceedge does not warrant that:
  - a. Any Service(s) provided will be uninterrupted or error free;
  - b. The Service(s) will meet your requirements, other than as expressly set out in this agreement;
  - c. The Service(s) will not be subjected to external hacking attempts, viruses, worms, denial of service attacks, or other persons gaining unauthorised access to the Service(s) or any practiceedge system.
- 7.5. practiceedge does not make or give any express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement.
- 7.6. In no event will practiceedge be liable to the Customer for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

- 7.7. Third party services engaged by the client through cPanel at the Customer(s) own undertaking. practiceedge does not provide any express or implied warranty on the quality of their product(s) nor the outcomes expected and is under no obligation to extend support for externally managed or purchased products.
- 7.8. Maintenance of a Wordpress website, its version, plugins and associated software is not included as part of a basic website hosting service. Your hosting service provides a place to host your website files and database, however maintenance and upkeep of your website is your sole responsibility. We will ensure that our server and hosting environment is secure and up to date. In the event of an issue arising on your website due to out of date software, practiceedge will endeavor to assist you, this will be charged at our current ad hoc hourly rate.
- 7.9. practiceedge also offer website maintenance care plans to assist you with site maintenance if required.

## 8. Accounts and Billing

- 8.1. The Customer agrees to a month to month or 12 month contract term for Service(s) unless otherwise stated in the Service offering (e.g. domain names, SSL certificates, special Service(s) with an agreed term), or otherwise agreed in writing. The month to month contract for Service(s) is automatically renewed each month in perpetuity subject to cancellation by the Customer.
- 8.2. Monthly Service(s) are established as part thereof, signifying the beginning of a new month demotes commitment till the end of that monthly period.
- 8.3. In relation to fees for Service(s):
  - a. Fees for Annual Service(s) ordered by the Customer shall begin on the date of the initial order.
  - b. Direct Debit Fees for Monthly Service(s) ordered by the Customer will be processed on the 15<sup>th</sup> of each month.
- 8.4. Any unpaid invoices in the Customer's Account must be paid in full before new Service(s) will be provisioned.
- 8.5. Failure to pay any fees may result in the account being referred to an external collection agency, which may include interest (calculated daily) and collection costs.
- 8.6. Service(s) with unpaid invoices that are more than thirty (30) days past the due date may be automatically suspended, with full payment for all outstanding invoices required before the Service(s) can be reactivated.
- 8.7. Services with unpaid invoices that are not paid in full within sixty (60) days of the due date may be automatically terminated. Restoration of terminated Service(s) is subject to practiceedge's Terms of Service.

## 9. Payments by Credit Card

- 9.1. In the event a new Service is ordered by the Customer with payment via credit card, this credit card information may be stored on the Customer's Account and may be used for future automatic invoice payments.
- 9.2. Where a credit card number is stored on the Customer's Account, this may be automatically used for the payment of due invoices. In such cases, payments will typically be taken seven (7) days prior to the due date of the invoice.

## 10. Refunds

- 10.1. The following Service(s) are not eligible for a refund if the Service has been successfully provisioned by one of practiceedge's suppliers:
  - a. Domain names;
  - b. SSL certificates;
  - c. Software licences.
- 10.2. The Customer will not be entitled to a refund if any of practiceedge's Terms, Policies and Agreements have been breached by the Customer.
- 10.3. All other refunds will be processed at the sole discretion of practiceedge, in-line with the Australian Competition & Consumer Commission's published policies and guidelines. More information can be found at <http://www.accc.gov.au/consumers/consumer-rights-guarantees>.

## 11. Cancellation

- 11.1. The Customer can request cancellation of their Account or any Service(s) for any reason by submitting a cancellation request in writing. For security reasons, we will not accept cancellation requests by any other method.
- 11.2. The Customer agrees to pay any outstanding invoices upon cancellation of their Service(s).

## 12. Suspension and Termination of Service(s)

- 12.1. practiceedge may suspend or terminate Service(s) if:
  - a. The Customer is found to be in breach of any policy including but not limited to the Terms of Services, Acceptable Use Policy, Customer Service Policy or any applicable Registrant Agreement;
  - b. The Customer has become insolvent or bankrupt;
  - c. The Customer has unpaid invoices.
- 12.2. practiceedge may decide at its sole discretion to advise a Customer that

their Account and/or Service(s) will be terminated by giving fourteen (14) days written notice, and any applicable refunds will be processed as per the Refunds subsection of this agreement.

- 12.3. If a Customer's Account is closed for any reason, or any Service(s) suspended or terminated, the Customer must pay all outstanding invoices by the due dates.
- 12.4. If a web hosting or dedicated email hosting is suspended or terminated for any reason, practiceedge is under no obligation to provide the Customer with a copy of any data associated with the Service(s). practiceedge may provide the customer with a backup of the data, if it is available, and at its discretion. A fee may apply.

### 13. Data Management

- 13.1. It is the Customer's sole responsibility to maintain regular offsite backups of their data. The Customer will not hold practiceedge liable for incomplete, out of date or corrupt data recovered from backups and archives. (This is not applicable for customers with an active website Care Plan.)
- 13.2. For cPanel web hosting, other web hosting and email hosting Service(s), practiceedge makes every reasonable effort to backup and archive the Customer's data on a regular basis for the sole purpose of disaster recovery.
- 13.3. In the event of hard disk failure or data corruption of a cPanel web hosting or dedicated email hosting server, practiceedge will restore data from the last known verified archive. If backup and archived data appears to be corrupt, the Customer should be prepared to upload all of their data to their Service(s) from their own copy or an off-site backup; and re-create all mailboxes, databases, FTP accounts, etcetera.
- 13.4. If the Customer requires practiceedge to supply a backup of their data for an active cPanel web hosting, web hosting or dedicated email hosting Service, for any reason or purpose that is not the direct fault of practiceedge, a fee of may be payable by the Customer before the data will be made available. Services in a suspended, cancelled or terminated state are not considered an active Service.
- 13.5. practiceedge is under no obligation to maintain a backup of the Customer's data following the suspension or cancellation of the Service for any reason.
- 13.6. practiceedge holds no responsibility for any issues which arise during the use of third party services including but is not limited to R1Soft, Softaculous, Installatron. Issues which occur as a result of failed upgrade attempts by the Customer are outside the control of practiceedge.

#### 14. Governing Law

- 14.1. The Customer agrees to abide by all local, state and federal laws pursuant to the Service(s) delivered by practiceedge.
- 14.2. The Customer agrees that these and all practiceedge Terms, Policies and Agreements are governed by the laws of Victoria, Australia, and agrees to the exclusive jurisdiction of the Courts of that state.

#### 15. Changes

- 15.1. practiceedge may amend our Terms of Service at any time. Changes to this agreement will become effective upon their publication to our website. These hosting terms and conditions can be found in the footer of our website.
- 15.2. 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 Services in-line with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement please contact our customer care team via email at [info@practiceedge.com.au](mailto:info@practiceedge.com.au)