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CONDITIONS OF SERVICE - HOSTING AND DOMAIN

1. ABOUT

These terms are product specific terms which apply to our Hosting and Domain Services.

2. APPLICATION

We will supply the Hosting and Domain Services to you pursuant to the terms and conditions set out in these Conditions of Service which form part of and must be read subject to our Standard Form of Agreement found at www.adam.com.au/legal. To the extent of any inconsistency between these Conditions of Service and the Standard Form of Agreement, these Conditions of Service will prevail.

3. DEFINITIONS

Capitalised terms have the meaning set out in our Standard Form of Agreement, and in these Conditions of Service, the following definitions apply, unless the context requires otherwise.

Agreement or **our Agreement**	means the agreement between you and us for the Hosting Service and Domain Name, comprising the terms stated in your Application, the Standard Form of Agreement, these Conditions of Service and the Schedule of Fees and Charges.
Commercial Use	means any wholesale, retail, or business activity established to carry on trade for profit.
Domain Name	means a name that identifies one or more IP addresses.
Hosting Service	means website hosting, email hosting and any other service or facility provided to you by us for delivering your Hosting Service Plan.
Hosting Service Plan	means the Hosting Service Plan selected by you in your Application.
Intellectual Property Rights	means creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce.
Personal Webspace	means any webspace located at http://users.adam.com.au/
Registry Operator	means the organisation responsible for administering the registry of Domain Names.

we, **our** or **us**	means Adam Internet Pty Ltd.
you or **your**	means the current account holder for the Hosting Service or Domain Name.

4. COMMENCEMENT OF HOSTING SERVICE AND DOMAIN NAME

Our Agreement commences when we accept your Application and continues until terminated in accordance with our Agreement ('**Term**').

During the Term, and provided that you are not in default of your obligations set out in our Agreement, we will provide to you the Hosting Service and Domain Name in accordance with the Hosting Service Plan and Domain Name you have selected in your Application including the contract term.

5. DOMAIN NAME CONDITIONS

5.1 If you have requested that we register, renew or redelegate a domain name on your behalf, you agree that you have read and accept the applicable policy issued by our registrar, MelbourneIT Limited.

5.2 When registering a .au Domain Name, you acknowledge that;

(a) local presence is required for the registrant contact;

(b) the Domain Name must be an exact match or abbreviation or acronym of the entity or trading name or have a close and substantial connection between the Domain Name and the operation of the entity;

(c) .net.au and .com.au Domain Names can only be registered for commercial purposes within Australia;

(d) .org.au Domain Names can only be registered for non-commercial organisations within Australia;

(e) in the event of a dispute in registering a .au Domain Name or about a .au Domain Name after registration, you will submit to and are bound by the .au Dispute Resolution Policy (auDRP) and any variations to it from time to time; and

(f) you must adhere to all auDA published policies.

5.3 You acknowledge that;

(a) even if we have accepted and approved your Domain Name application, the application may still be rejected by the Registry Operator; and

(b) we do not represent or warrant the availability of any Domain Name.

6. LIMITATIONS OF HOSTING SERVICES

6.1 You acknowledge that:

(a) no service level agreement is available with the Hosting Service unless your Application states otherwise. Whilst we will act in your best interest to provide an effective service, no guarantee is offered in respect of the time to provision services, detect faults, or to repair or restore a Hosting Service which develops a fault; and

(b) we do not warrant, and have not represented, that the Hosting Service is or will be free of errors, defects or interruptions, nor that it will be available at all times.

7. USE OF HOSTING SERVICES

7.1 You expressly acknowledge and agree that:

(a) the use of any Hosting Service by you is subject to the terms and conditions of usage applied by these Conditions of Service, the Acceptable Usage Policy and Adam Internet's Standard Form of Agreement and any terms specified in your Application;

(b) upon reaching your allocated data allowance in accordance with your Hosting Service Plan, you will be unable to add further content or data until you have removed data or have increased your data allocation;

(c) you assume sole responsibility for obtaining any and all licenses, consents, authorisations and approvals to lawfully use any Intellectual Property Rights through the Hosting Service;

(d) you will not be able to recover deleted emails messages;

(e) you must adopt appropriate measures to ensure the security of your account information, password and your data and advise us in a timely manner if you have reason to suspect that the Hosting Service is being used contrary to our Agreement; and

(f) you maintain ownership and responsibility for information or data stored on any server by you. We claim no ownership and assume no responsibility for any information or data stored using your Hosting and Domain Service.

7.2 You expressly acknowledge and agree that Personal Webspace:

(a) is not to be used for Commercial Use; and

(b) is a value-add feature of eligible Adam Internet services and will be removed with the cancellation of the service it is linked to.

8. TERMINATION OF SERVICE

8.1 In order to terminate your service you must provide notice through the Members Services Area. Any services provided by Adam Internet cannot be pro-rata nor are refundable.

8.2 Upon receipt of a cancellation notice or upon the expiry of our Agreement, we will be entitled to delete any records, data, information or any other content related to your Hosting Service or Domain Name.

9. FEES

We will charge you for the Hosting Service and Domain Name at the rates for the Hosting Service Plan and Domain Name Registration as set out in our Schedule of Fees and Charges.