



## **Terms of Service**

### **Swan Valley Web Hosting**

**Effective Date:** 01/02/2024

**Version:** 1.0

**Last Updated:** 29/06/2025

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### **1. Agreement and Acceptance**

This Web Hosting Agreement ("Agreement") is between Swan Valley Web Hosting ("Company," "we," "us") and the customer ("Customer," "you," "your") who uses our website hosting and domain services. By purchasing or using our services, you agree to be bound by these terms.

### **2. Services Provided**

Swan Valley Web Hosting agrees to provide web hosting, domain registration, and related services as specified in your service plan. We are committed to transparent pricing with no hidden costs. All services are subject to the terms outlined in this Agreement and our Acceptable Use Policy (AUP).

### **3. Account Registration and Responsibilities**

#### **3.1 Customer Information**

Customer represents and warrants that all information provided to Swan Valley Web Hosting is accurate and current. If Customer is an individual, Customer must be at least 18 years of age. We may rely on instructions from the Primary Customer Contact listed on your account.

#### **3.2 Account Monitoring**

Customers are responsible for monitoring their storage space and bandwidth usage each month. Customers who exceed their plan limits will receive email notification with options to upgrade their account or reduce usage.

#### **3.3 Account Security**

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

### **4. Payment Terms and Billing**

#### 4.1 Billing Cycles

Services are billed on a pre-pay basis according to your chosen billing cycle (monthly or annual). Your account will automatically renew at the selected term length unless cancelled beforehand.

#### 4.2 Payment Methods

We accept major credit cards and other payment methods as specified. All payments are processed in USD.

#### 4.3 Renewal and Late Payments

- Renewal notices are sent three days before the renewal date
- If payment is not received within 7 days of the due date, a \$5 late fee will be added
- Accounts not brought current within 7 days of email notice are subject to suspension
- You are responsible for all fees owed from account establishment until termination

#### 4.4 Refunds and Money-Back Guarantee

- **30-Day Money-Back Guarantee:** New customers may request a full refund within 30 days of initial signup
- **Monthly Plans:** No refunds for monthly billing cycles after the first 30 days
- **Annual Plans:** Non-refundable after the 30-day guarantee period
- **Domain Registrations:** All domain registration fees are non-refundable
- **Promotional Offers:** Special promotions that include domain names are not refundable and not covered by the money-back guarantee
- **Policy Violations:** No refunds if account termination is due to violation of our terms

#### 4.5 Price Changes

Swan Valley Web Hosting reserves the right to change prices at any time, unless other terms have been specifically agreed upon in writing.

### 5. Service Level Agreement and Uptime Guarantee

#### 5.1 Uptime Commitment

We endeavor to maintain 99.99% uptime for customers in good financial standing. Network downtime is defined as 100% packet loss from our servers to backbone providers, measured after 10 minutes of confirmed outage.

## **5.2 Service Credits**

In the event of downtime, the following credits apply to the following month's service fee:

- **95% to 99.9% uptime:** 10% credit of monthly hosting fee
- **90% to 94.9% uptime:** 20% credit of monthly hosting fee
- **89.9% or below:** 50% credit of monthly hosting fee
- **Maximum credit:** 50% of monthly service charge

## **5.3 Credit Exclusions**

Credits do not apply for outages caused by:

- Scheduled maintenance
- Customer behavior or equipment failure
- Circumstances beyond our control (force majeure)
- Third-party service failures (DNS, domain transfers)
- Customer violations of this Agreement

## **6. Acceptable Use Policy**

### **6.1 Prohibited Content**

The following content is strictly prohibited:

- Illegal, harmful, or offensive material
- Copyrighted material without proper authorization
- Malware, viruses, or malicious code
- Adult content or pornographic material
- Content exploiting minors under 18 years of age
- Material promoting violence, hatred, or discrimination
- Pirated software, warez, cracks, or serial numbers
- Content that violates privacy rights or is defamatory

### **6.2 Prohibited Activities**

You may not:

- Use our services for illegal activities
- Send unsolicited commercial email (SPAM)
- Engage in mail bombing or harassment
- Run IRC bots or clients on shared servers
- Attempt to undermine server security
- Engage in resource abuse that affects other customers
- Use our services for link farming or spamdexing
- Operate proxy servers or anonymizers

### **6.3 Server Resource Usage**

- **Disk Space:** Monitor your usage and contact us for additional space if needed
- **Bandwidth:** Intended for web document transfer, not offsite storage
- **CPU Usage:** Excessive resource consumption may result in account suspension
- **Database Usage:** Must comply with reasonable usage guidelines

## **7. Technical Support**

### **7.1 Support Scope**

We provide technical support for:

- cPanel control panel interface
- Server-related issues within our responsibility
- General hosting-related questions
- Basic script and programming assistance (best effort)

### **7.2 Support Limitations**

We are not obligated to provide:

- Installation of custom applications or modules
- Debugging of customer-modified applications
- Support for third-party software or scripts
- Advanced programming consultation

### **7.3 CGI Scripts**

Each shared hosting account includes CGI-BIN access. We reserve the right to disable any CGI script that affects normal server operation without prior notice.

## **8. Data Management and Backups**

### **8.1 Customer Responsibility**

You are responsible for maintaining current backups of all content hosted by Swan Valley Web Hosting, regardless of any backup services we may provide.

### **8.2 Restore Services**

- One free restore per service term for any reason
- Additional restores: \$5 fee per restoration request

### **8.3 Data Security**

While we implement reasonable security measures, we cannot guarantee absolute security of your data.

## **9. Domain Name Services**

### **9.1 Domain Registration**

- Registration fees are non-refundable
- Domains will not be registered until payment is received and confirmed
- You retain ownership of domains registered through our services
- All domain transfers are subject to registrar policies

### **9.2 Domain Transfer Requirements**

#### **Transfer TO Swan Valley Web Hosting:**

- Payment required before transfer initiation
- May fail due to registrar locks, expired domains, or contact non-response
- All fees are non-refundable regardless of transfer success

#### **Transfer FROM Swan Valley Web Hosting:**

- We reserve the right to reject transfers for various technical reasons
- Customer is solely responsible for transfer success or failure
- Transfers may be restricted during first 60 days after registration or previous transfer

### **9.3 IP Address Ownership**

Swan Valley Web Hosting maintains ownership of all IP addresses assigned to customer accounts and reserves the right to change or remove IP assignments.

## **10. Suspension and Termination**

### **10.1 Immediate Suspension**

We may suspend services immediately without notice for:

- Violation of the Acceptable Use Policy
- Non-cooperation with reasonable investigations
- Activities threatening our network or other customers
- Law enforcement requests

### **10.2 Termination by Customer**

Customers may terminate services at any time with written notice. Termination does not relieve customers of payment obligations for the current billing period.

### **10.3 Termination by Company**

We may terminate services with notice for:

- Payment overdue by 5+ days
- Material violation of Agreement terms (30-day cure period)
- Repeated AUP violations (1-day notice)
- Insolvency or bankruptcy proceedings

### **10.4 Extreme Violations**

For serious violations (such as illegal content, child pornography, or criminal activity), we reserve the right to terminate services immediately without warning or refund.

## **11. Intellectual Property and Copyright**

### **11.1 Customer Content**

You retain ownership of content uploaded to our services but grant us necessary rights to provide hosting services, including caching rights.

### **11.2 Copyright Compliance**

All files must be legally owned with valid licenses. Unlicensed files will be subject to immediate deletion. This includes but is not limited to MP3, AVI, MPEG, ISO, and EXE files.

### **11.3 Our Property**

Our services, software, and related materials are protected by intellectual property laws.

## **12. Electronic Commerce**

If you operate an online store, you are solely responsible for:

- Development, operation, and maintenance of your store
- Accuracy of all content and materials
- Compliance with applicable laws and third-party rights
- Order processing and customer service
- Security of customer payment information
- Calculation and application of taxes and shipping

## **13. Network Security**

You may not:

- Attempt to circumvent authentication or security measures
- Access data not intended for you
- Engage in password cracking or security scanning
- Interfere with or deny service to other users
- Flood, mail bomb, or deliberately overload systems

Violations may result in criminal or civil liability. We will cooperate fully with law enforcement investigations.

## **14. Privacy and Information Disclosure**

### **14.1 Privacy Commitment**

We follow strict customer privacy guidelines as outlined in our Privacy Statement.

### **14.2 Information Disclosure**

We may disclose customer information:

- To law enforcement upon written request
- In response to formal legal requests
- When we believe conduct violates applicable law
- As required by court order or legal process

## **15. Disclaimers and Limitation of Liability**

## **15.1 Service Disclaimer**

Services are provided "as is" without warranties of any kind. We disclaim all warranties including merchantability, fitness for a particular purpose, and non-infringement.

## **15.2 Liability Limitations**

- Our maximum aggregate liability shall not exceed the amount paid by customer for three months of service
- In no event shall our maximum liability exceed \$500.00
- We are not liable for indirect, special, incidental, or consequential damages
- We are not liable for lost profits, data loss, or business interruption

## **16. Indemnification**

You agree to defend, indemnify, and hold harmless Swan Valley Web Hosting from any claims arising from:

- Your use of services in violation of applicable law or this Agreement
- Injury or property damage from products sold through your website
- Copyright infringement or violation of third-party rights
- Defective products sold through your website
- Any unauthorized use of your account

## **17. Force Majeure**

We shall not be liable for failures due to circumstances beyond our control, including power grid failures, internet outages, natural disasters, war, terrorism, strikes, or other events for which precautions are not generally taken in the industry.

## **18. General Provisions**

### **18.1 Governing Law**

This Agreement is governed by the laws of Western Australia and the Commonwealth of Australia, exclusive of conflict of law principles.

### **18.2 Venue**

Any disputes shall be litigated or arbitrated in Perth, Western Australia. You waive all objections to this venue.

### **18.3 Entire Agreement**



This Agreement, together with the Order and AUP, constitutes the complete agreement between the parties and supersedes all prior understandings.

#### **18.4 Assignment**

You may not transfer this Agreement without our written consent. We may assign this Agreement in whole or in part.

#### **18.5 Amendments**

This Agreement may only be amended by written agreement signed by both parties.

#### **18.6 Severability**

If any provision is found unenforceable, the remaining provisions remain in full force.

#### **18.7 Survival**

The following provisions survive termination: payment obligations, indemnification, liability limitations, warranty disclaimers, intellectual property ownership, and these general provisions.

### **19. Promotional Rates and Special Offers**

Special promotional rates may be offered with additional terms and conditions. Different promotions may not be combined. Promotional terms that conflict with this Agreement shall govern for those specific promotions.

### **20. Notices**

All notices shall be sent via email to the addresses on file. Notices are deemed received on the day transmitted, or the first business day following if transmitted on a non-business day.

### **21. Contact Information**

For questions regarding these Terms of Service, contact:

#### **Swan Valley Web Hosting**

Email: [admin@swanvalleywebhosting.com.au](mailto:admin@swanvalleywebhosting.com.au)

Address: 28 Clydesdale Street, The Vines, WA 6069

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*This Agreement is effective as of the date specified above and supersedes all prior agreements. Please read carefully and ensure you understand all terms before using our services.*