

Terms and Conditions

The Hosting Room reserves the right to suspend or cancel an account holder's access to any or all services provided by The Hosting Room when The Hosting Room decides (at its absolute discretion) that the account has been used in contravention of the Acceptable Use Policy, inappropriately used or otherwise.

1. SERVER USE

Personal accounts are to be used by the account holder only. Personal account holders are not permitted sell, resell, store or give away web-hosting services to other parties. Web hosting services are defined as allowing anyone other than the account holder to host content on the owner's web site, with the exception of ad banners, classified ads, and personal ads. Reseller account holders may however resell our Reseller packages.

The Hosting Room reserves the right to refuse service and/or access to its servers to anyone. In using this Website/Services you agree not to:

1. Use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise.
2. Post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful.
3. post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise
4. threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others.
5. use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party.
6. make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another.
7. collect or store personal information about others, including email addresses.
8. impersonate any person or entity for the purpose of misleading others.
9. violate any applicable laws or regulations.
10. use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services
11. post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement).
12. attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.

2. BANDWIDTH

Each account has an allocated site bandwidth allowance. If this is exceeded contiguously by a rate of 10% or more, the account holder is liable for the cost of the exceeded bandwidth amount. Bandwidth is monitored and The Hosting Room reserves the right to remove sites that exceed their bandwidth allowance without notice. Excess bandwidth is charged at the rate of specified on the plan details.

3. HIGH RESOURCE USER POLICY

Resources are defined as bandwidth and/or processor utilization. When a website is found to be excessively using the resources available, The Hosting Room reserves the right its sole discretion, to suspend that site immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of our servers. Where appropriate account holders may be offered an option whereby The Hosting Room continues hosting the website for an additional fee.

4. PAYMENT POLICIES



All accounts are set up on a prepay basis. Although The Hosting Room reserves the right to change prices of accounts or services at any time, all pricing is guaranteed for the period of prepayment. Payment is due either on each yearly or monthly anniversary. All accounts are automatically renewed at the end of each prepaid period unless written closure notification is received (and such receipt is confirmed by The Hosting Room to the account holder) at least 15 days prior to the end of the prepaid period to the email address billing@thehostingroom.com.

Where the account holder provided debit or credit card details and the debit is declined, The Hosting Room may immediately suspend the account until outstanding charges are processed successfully. In addition, The Hosting Room reserves the right to suspend other services until the outstanding charges are paid. The account holder is responsible for all outstanding charges on the account. The account holder may be charged a \$25 administration fee for any declined or dishonoured payment.

All invoices will be sent directly to account holders via e-mail.

5. PAYMENT OPTIONS

In order to streamline our accounting procedures and keep costs down The Hosting Room runs a limited number of payment options.

Credit / Debit Cards - Mastercard, Visa.

Cheque Payment - This option is only available to account holders who pay annually.

Direct Credit - This option is only available to account holders who pay annually.

The Hosting Room cannot guarantee that a service will be provided until after payments have been cleared.

6. CANCELLATION AND REFUNDS

The Hosting Room reserves the right to cancel the service at any time if it believes the account is being misused, account holders are not entitled to any refund. Account holders may cancel their account at any time. During the initial trial period account holders who wish to cancel will be entitled to a full refund for their hosting fees (excluding domain registration). Any incentives offered to account holders when opening the account will also be cancelled. Account holders may be given the option to purchase services which were offered as start-up incentives in the result of a cancellation. Fees charged on a prepay basis are non-refundable. In addition some accounts incur set-up fees, these charges are also non-refundable.

7. Domain Names

The account holder may be given a free domain name with each package except under the following circumstances;

(a) non .com, .net, .info or .org domains

(b) domain transferred.

8. DEDICATED SERVERS & VPS's

The Hosting Room reserves the right to cancel dedicated or VPS server accounts at any time, account holders will not be entitled to a refund. If an account holder contravenes The Hosting Rooms terms of service, a refund will not be issued in the event of a cancellation.

9. GOVERNING LAWS

The agreement between you and The Hosting Room shall be governed in all respects by the laws of Queensland Australia. The parties to irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland Australia. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of each section.

10. SEVERABILITY

Each provision of the agreement between you and The Hosting Room including these terms and conditions are severable and if provisions of this agreement or terms of service are held to be invalid or unenforceable such provisions may be removed and the remaining provisions may be enforced.

11. INDEMNIFICATION



The account holder agrees that it shall defend, indemnify, save and hold The Hosting Room harmless from any and all demands, liabilities, losses, costs and claims, including legal costs (on an indemnity basis or solicitor/client basis, whichever is higher) claimed or asserted against The Hosting Room, its agents, its account holders, officers and employees, that may arise or result from any service provided or omitted, performed or agreed to be performed or any product sold by account holder, its agents, employees or assigns. The account holder agrees to defend, indemnify and hold harmless The Hosting Room against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with The Hosting Rooms' servers; (2) any material supplied by the account holder infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement; (4) any defective products sold to account holder from The Hosting Room' server and any defamatory or allegedly defamatory material on The Hosting Room servers.

12. THE SERVICES

The Website may provide a variety of resources such as e-mail, forums, downloads, tools, and product information (collectively "Services") designed to assist you and to enable you to communicate with us and/or other visitors to the Website. Unless stated otherwise the Services are for your personal and non-commercial use only.

13. USER ACCOUNT, PASSWORD AND SECURITY

1. If a particular Service requires you to open an account you will be required to complete the registration process by providing certain information and registering a username and password for use with that Service.
2. You are responsible for maintaining the confidentiality of the username and password and also for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security
3. In no event will the Website be liable for any indirect or consequential loss or damage whatsoever resulting from the disclosure of your username and/or password.
4. You may not use another person's account at any time, without the express permission of the account holder and The Hosting Room.

14. INTERNATIONAL USE

You agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside and with all local laws and rules regarding acceptable use of and conduct on the Internet.