



Web Hosting Terms of Service

That Web Company uses Net Virtue as its preferred hosting provider.

General Assurances and Undertakings

1.1. That Web Company accepts liability for the supply of the Service to the Customer to the extent provided in this agreement.

1.2. That Web Company does not warrant that:

- a. The Services provided within this agreement will be uninterrupted or error free;
- b. The Services will meet your requirements, other than as expressly set out in this agreement;
- c. The Services will not be subjected to external hacking attempts, viruses, worms, denial of service attacks, or other persons gaining unauthorised access to the Service or internal systems of That Web Company and/or That Web Company's hosting provider.

1.3. That Web Company 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.

1.4. No oral or written information or advice given by That Web Company or its resellers, agents, representatives or employees, to the Customer, shall create a warranty or in any way increase the scope of the express warranties hereby given, and the Customer should not rely on any such information or advice.

1.5. In no event will That Web Company 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.

Availability of Services

2.1. While That Web Company will endeavour to provide continuous availability of all Services to the Customer, That Web Company will not be liable for any service interruptions or down time.

2.2. Scheduled maintenance will be performed at times which is deemed suitable by That Web Company's hosting server provider/s which has the least noticeable impact on the Customer, and should it require the Services to be offline for greater than thirty (30) minutes,

2.3. Unscheduled maintenance will be performed at times by That Web Company's hosting server provider/s.

Limitation of Liability

3.1. That Web Company shall not be liable to the Customer for harm caused by or related to Customer's Service or inability to utilise the Service unless caused by gross negligence or wilful misconduct.

3.2. Neither Party shall be liable to the other 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.

3.3. Notwithstanding anything else in this agreement, the maximum aggregate liability of That Web Company, 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 three months prior to the occurrence of the event(s) giving rise to the claim.

Customer General Warranties and Undertakings

4.1. The Customer warrants that any information supplied for the purpose of creating an account with That Web Company's hosting provider, including but not limited to, first name, last name, address, telephone number and email address is true and correct, and will be kept up to date in nvArea.

4.2. The Customer warrants that they will keep any passwords or sensitive information used with the Service in a secure location.

4.3. The Customer warrants that they hold and will continue to hold the copyright for data stored on That Web Company's hosting provider/s servers, or that they are licensed and will continue to be licensed to use that data.

4.4. The Customer warrants that at the time of entering into this agreement they are not relying on any representation made by That Web Company which has not been expressly stated in this agreement, or on any descriptions or specifications contained in any other document produced by That Web Company.

4.5. The Customer warrants that all due care has been taken to ensure data integrity on That Web Company's hosting provider servers. This includes an undertaking that the Customer will conduct computer virus scanning and other tests as necessary to ensure that the data uploaded by the Customer on to or downloaded by the Customer from the server does not contain any computer virus and will not in any way corrupt the data or systems of any person.

4.6. The Customer agrees that they are solely responsible for dealing with anyone who accesses their data, and that you will not refer complaints or inquiries in relation to such access to That Web Company.

Data Management

5.1. That Web Company's hosting provider will backup and archive the Customer's data on a regular basis for the purpose of disaster recovery.

5.2. In the event of hard disk failure or data corruption, That Web Company's hosting provider will restore data from the last known verified archive.

5.3. If all backup and archived data appear to be corrupt, the Customer should be prepared to upload the data to their account from a local copy, and set up all mailboxes and FTP accounts.

5.4. The Customer should always maintain a recent copy of all data, as That Web Company will not be liable for incomplete, out of date, corrupt or otherwise incomplete data recovered from our backups and archives.

5.6. That Web Company's hosting provider takes automatic system incremental backups of all web hosting packages 14 times a week and also stores a fortnightly backup of customer's data on separate private infrastructure.

5.7 That Web Company's hosting provider does not automatically backup or archive Virtual Private Server (VPS) services or its data unless otherwise stated or additional backup services are purchased.



That Web Company Pty Ltd

ABN: 40 593 616 286