



web hosting agreement

Complete this agreement, **signing section 1**, and return **two original copies** to the above address. One will be retained by QNIX, and an executed and countersigned copy will be returned for your records. **Please complete all shaded fields: the agreement can not be completed without this information!**

section 1

client registration details

name

company name **ABN or ACN**
complete only if applicable

postal address

suburb	<input type="text"/>	state	<input type="text"/>	postcode	<input type="text"/>
country	<input type="text"/>				

email address

telephone no. **facsimile no.**

administrative contact details

Complete only if different to registration details above

name

postal address

suburb	<input type="text"/>	state	<input type="text"/>	postcode	<input type="text"/>
country	<input type="text"/>				

email address

telephone no. **facsimile no.**

confirmation of agreement

I hereby confirm that I have read and I accept the standard terms & conditions of use (contained at Section 5).

Please complete the fields below, indicated with an (*)

(*) Signed by the Client (or if Client is a company, by its duly authorized officer)

(*) Name (please print)

date (*) month (*) year (*)

To be completed on behalf of QNIX Pty Ltd by its Authorized Officer as acceptance of a agreement.

Qnix office use only

Signed

Qnix office use only

Name

Qnix office use only

Capacity

date month year (QNIX Office Use only)



web hosting agreement

section 2

domain & account details

Print out and attach a copy of this section for each domain which you wish to be delegated to QNIX. QNIX will become the technical contact for your domain when your it is delegated. Print clearly to avoid delays in processing.

primary user account

Your primary account will be used for ftp, secure shell and email access. QNIX suggest you choose your first initial and the first 7 letters of your surname as the preferred username. The username you choose will form your first email address as `username@yourdomain.com.au`. You can choose other email addresses in section 4. If you do not select a primary account, QNIX will allocate an account to you.

username

Maximum of 8 alpha/numeric characters. Requested username is not guaranteed.

password

Must be 6-8 alpha/numeric characters . Must contain at least one numeric digit.

registered domain details

QNIX requires that you register your domain with the appropriate registries before the hosting agreement can be completed.

domain name

A subdomain of QNIX.com.au (e.g. yourdomain.QNIX.com.au) may be specified, in which case the registry key code field below can be left blank.

subdomains

Specify required subdomains of domain name specified above (e.g. subdomain.yourdomain.com.au)

registry key code

For .au domains, if registry key code unknown, call Melbourne IT on 1800 354 595 or see <http://www.aunic.net>

NIC handle

If known. Otherwise, the company and administration contact below (or in section 1) will be registered as the administrative contact for this domain name.

contact details for domain

Complete only if you would like to make the domain contact details different to the contact details in section 1

name

postal address

suburb	<input type="text"/>	state	<input type="text"/>	postcode	<input type="text"/>
country	<input type="text"/>				

email address

telephone no. **facsimile no.**



web hosting agreement

section 3

hosting details

Print out and attach a copy of this section for each domain you have specified in section 2 that QNIX will be hosting.

domain name

A subdomain of QNIX.com.au (e.g. yourdomain.QNIX.com.au) may be specified.

A discount of one months hosting fees may be applied to 12 month subscriptions.

subscription period

6 months

12 months

The following discounts may be applied to your invoices at QNIX's discretion.

- A discount of \$5 per month applies for additional domains delegated to QNIX by each customer.
- A discount of \$5 per month for each domain hosted which is a subdomain of QNIX.com.au
- A discount of \$2.50 per month applies for each successful customer referral made to QNIX, for the duration of the referred customer's subscription.

Select required package. All packages include a 100mb monthly data upload limit, beyond which data upload is charged at 22c per megabyte + GST.

starter package

AUS\$15 per month + GST

Domain re delegation and hosting on QNIX Linux server with 250MB of disk space, up to 10 separate email accounts, FTP access to your web site.

standard package

AUS\$20 per month + GST

Domain re delegation and hosting on QNIX Linux server with 250MB of disk space, up to 20 separate email accounts, FTP access to your web site, full access to your own MySQL databases, PHP and Perl.

advanced package

AUS\$50 per month + GST

Standard Package plus JSP/Servlet Engine and RSA secure shell access.

custom package

AUS\$

per

Other packages may be defined and priced by negotiation with Qnix. Write package details here:

Please specify if you require any of the following features. Note that JSP / Servlet Support is only available in a JSP / Servlet domain or subdomain. Thus if JSP *and* either PHP or Perl are required then an additional domain or subdomain must be specified. Please note that additional an additional charge of \$5 per month + GST applies for options marked with an '*'.

FrontPage extension support

Perl Support

HTTP over SSL *

MySQL database support

PHP support

PostgreSQL support *



web hosting agreement

section 4

email account details

Print out and attach a copy of this section for each domain you have specified in section 2 that QNIX will be hosting, for all the email accounts that you require.

domain name

A subdomain of QNIX.com.au (e.g. yourdomain.QNIX.com.au) may be specified.

primary mail account

The username and password for your primary mail account is defined in section 2.

mail aliases

Aliases that will be redirected to your primary mail Account, e.g. alias1@yourdomain.com.au is redirected to username@yourdomain.com.au

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

second mail account

username

Maximum of 8 alpha/numeric characters. Requested username is not guaranteed.

password

Must be 6-8 alpha/numeric characters . Must contain at least one numeric digit.

mail aliases

Aliases that will be redirected to your primary mail Account, e.g. alias1@yourdomain.com.au is redirected to username@yourdomain.com.au

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

third mail account

username

Maximum of 8 alpha/numeric characters. Requested username is not guaranteed.

password

Must be 6-8 alpha/numeric characters . Must contain at least one numeric digit.

mail aliases

Aliases that will be redirected to your primary mail Account, e.g. alias1@yourdomain.com.au is redirected to username@yourdomain.com.au

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

fourth mail account

username

Maximum of 8 alpha/numeric characters. Requested username is not guaranteed.

password

Must be 6-8 alpha/numeric characters . Must contain at least one numeric digit.

mail aliases

Aliases that will be redirected to your primary mail Account, e.g. alias1@yourdomain.com.au is redirected to username@yourdomain.com.au

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



web hosting agreement

section 5

terms and conditions

Please read the following terms and conditions carefully. It is a condition of your use of our service that you comply with the terms of this agreement.

5.1 GENERAL INFORMATION

For the purposes of this document, you are the Client and QNIX Pty Ltd is QNIX.

5.1.1 Web hosting services are to be provided by QNIX.

5.1.2 The Client requests QNIX to host a web site, on the terms of this agreement.

5.1.3 QNIX may accept the request and enter into this agreement with the Client by notice to the Client of its acceptance. QNIX will notify the Client of the date of acceptance of the request by post.

5.2 TERM AND TERMINATION

5.2.1 This agreement will commence on the date of acceptance of the application and continue for the Subscription Period as set out in Section 3 of this agreement.

5.2.2 Either party may terminate this agreement without cause on 60 days' notice to the other party.

5.2.3 On expiry of the Subscription Period in Section 3 this agreement will be automatically extended for a further subscription period of one year unless either party gives 30 days' notice of its intention not to renew this agreement.

5.2.4 A party may terminate this agreement by notice in writing to the other party if the other party breaches any of the terms of this agreement and the breach is not capable of remedy or is not remedied within 30 days of receipt of a notice to do so.

5.2.5 QNIX may terminate this agreement immediately if the Client: becomes insolvent or has a receiver, manager, administrator or liquidator appointed; or does not pay any of the monies due under this agreement within 30 days from the date that such monies fall due.

5.2.6 Upon the termination of this agreement for any reason:

5.2.6.2 Each party must promptly deliver to the other party all confidential information of the other party, or otherwise destroy the same if directed by the other party.

5.2.6.3 The Client must promptly on request by QNIX deliver to QNIX any QNIX Material provided to the Client by QNIX pursuant to this agreement.

5.2.6.4 QNIX will remove the Client's web site and the Client's hosted content from the web hosting platform.

5.2.7 Enforcement & Termination

5.2.7.1 If QNIX suspects that the Client is using its internet environment in breach of this agreement, as set out in clause 5.4, QNIX may monitor the conduct of the Client's account to determine if its use is legitimate. If QNIX monitors the conduct of the Client's account QNIX will safeguard the Client's privacy unless to do so would involve QNIX in concealment of a criminal offence or inhibit the enforcement of this agreement.

5.2.7.2 If QNIX believes that the Client's use of the service has broken or may break the law or that the Client has not complied with this agreement QNIX may, in its absolute and sole discretion, do any or all of the following:

- warn the Client by email, telephone or post;
- suspend the Client's access to the service;
- terminate the Client's account;
- notify and provide relevant information to the authorities, as appears appropriate to QNIX

5.2.7.3 In the event of taking any of the action described in clause 5.2.7.2, QNIX reserves the right to delete any or all of the Client's information, material, software or other content stored on QNIX's system, and to provide copies to the appropriate authorities.

5.3 SERVICES TO THE CLIENT

5.3.1 QNIX agrees to provide the Client with an internet environment for the purpose of storing information designed to be accessible from the internet.

5.3.2 The environment will consist of an allocation of disk space together with the functionality for that information to be accessible from the internet world wide web.

5.3.3 QNIX may vary the technical configuration or the components of the web hosting platform at any time without notice to the Client.

5.3.4 Service Levels

5.3.4.1 The Client will have access to its internet environment at all reasonable times, unless notified in advance by QNIX of scheduled downtime for maintenance purposes.

5.3.4.2 Should a malfunction of any part of the technical environment occur, QNIX will attempt to re-establish the environment as soon as possible.

5.3.4.3 Should the Client's internet environment be inaccessible from the world wide web for more than 24 hours due to a failure of the QNIX hosting environment, QNIX will reduce the Client's monthly hosting charges on a pro rata basis for the period of the downtime.

5.4 CLIENT OBLIGATIONS

5.4.1 General Obligations

5.4.1.1 The Client will register the Client's domain name(s) with appropriate name registries.

5.4.1.2 The Client agrees to utilise the internet environment strictly for legitimate purposes in accordance with all applicable Australian and international laws, and at all times adhere to the terms and conditions of this agreement.

5.4.1.3 The Client acknowledges that QNIX is not responsible for the content of user originated traffic and that it exercises no direct supervision or control whatsoever over the content of the information passing through its network. QNIX does not assume any responsibility for information not sent or authorised by it. The responsibility for traffic that does not conform with this agreement and all possible consequences lies with the sender of the traffic.

5.4.1.4 The Client acknowledges full responsibility for complying with conditions of use of other networks. If QNIX provides access to a network outside its service the Client must comply with any use conditions which apply to that network.

5.4.1.5 The Client agrees to utilise its allocated internet environment to store information relevant to its organisation only and not to sublease or resell any part of this environment to a third party without the written authority of QNIX.

5.4.1.6 The Client agrees not to utilise the QNIX internet environment to solicit subscribers to become subscribers of other competitive information services.

5.4.1.7 The Client agrees to pay the prescribed fee as set out in Section 3 of this agreement for rental of the internet environment 6 or 12 months in advance, together with any additional applicable charges, within 30 days of receipt of a tax invoice pursuant to this agreement. Failure to pay any account by the due date will result in suspension of the internet environment until such outstanding accounts are paid in full, in accordance with clause 4.2.5.2.

5.4.1.7.1 The Client must pay all government taxes, duties, fees and other charges (including GST) payable on: this agreement or the performance of this agreement; and any payment, receipt or other transaction arising out of this agreement.

5.4.1.8 The Client agrees to provide and install all information, including web pages, databases, illustrations, applets, etc, into its allocated internet environment and maintain said information. QNIX agrees to provide the necessary technical support to ensure the information is accessible from the internet world wide web but will not, as part of this hosting agreement, provide technical support relating to the content, design or construction of any material to be contained in the environment.

5.4.1.9 The Client agrees that no data of an illegal nature will be loaded into the internet environment nor will the environment be put to an illegal or unacceptable use. If QNIX becomes aware of any illegal activity or unacceptable use by the Client or illegal or unacceptable information forming part of the Client's website, it may notify the appropriate authorities immediately and prevent access to the information by users of the world wide web. Unacceptable uses of the environment include, but are not limited to, the following:

- Violation of copyright or other intellectual property rights of any third parties;
- Failure to respect the conventions of any newsgroups, lists and networks that the Client uses;
- illegal storage, use or distribution of software;
- transmission of threatening, obscene or offensive material;
- Electronic 'stalking' or other forms of harassment such as abusive or aggressive language;
- misrepresenting or defaming others;
- committing fraud;
- gaining unauthorised access to any computing, information, or communications devices or resources, including but not limited to any machines accessible via the Internet;
- damaging, modifying or destroying the files, data, passwords, devices or resources of QNIX, other QNIX users or other third parties;
- engaging in misleading deceptive, unsolicited or harassing on-line marketing practices;
- conducting or soliciting any business or activity that is prohibited by law;
- making an unauthorised transmission of confidential information or material protected by trade secrets; or
- attempting to do any of these things.

5.4.1.10 It is the responsibility of the Client to

- comply with all copyright, trade mark rights, license rights and other intellectual property rights applicable to third party materials accessible via QNIX's service;
- respect the privacy of others;
- use the service in a manner which does not interfere with or disrupt other network users, services or equipment; and
- refrain from acts that waste system memory, processing, network, or peripheral resources or prevent other users from receiving the full benefit of QNIX's services.

5.4.2 Data Integrity

5.4.2.1 Whilst QNIX will backup the client's data on a regular basis, it is the responsibility of the Client to ensure it has made duplicate copies of all information contained in its internet environment. In the event of a corruption or other abnormal event resulting in damage or loss of information stored in the Client's internet environment, QNIX bears no responsibility, either expressed or implied to restore that information. The Client hereby indemnifies QNIX fully and absolutely against any and all loss, including indirect, special or consequential loss arising out of or in connection with this agreement.

5.4.2.2 QNIX will make a backup copy of the Client's internet environment on a regular basis and store these backups in a secure location other than the physical location of the hardware containing the internet environment. Should the Client's internet environment need to be restored from the backup, QNIX will use all means available to do so but bears no responsibility for any data lost between the period of the corruption and the last backup, nor responsibility for the failure of the restoration from the backup medium.

5.4.3 Security

5.4.3.1 The Client is responsible for limiting access to its internet environment. If the Client permits others to use its environment, the Client is responsible for making said users aware of this agreement and obtaining compliance of said users with this agreement.

5.4.3.2 The Client acknowledges that disruption of the QNIX network is not allowed. The Client may not use the service to interfere with or disrupt other network users, services or equipment. In particular, for example, the Client must not:

- distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists ('spamming');
- send unsolicited commercial messages;
- propagate computer worms, viruses and other types of malicious programs;
- make transmissions of any type or quantity which adversely affect QNIX's operation or jeopardise the use of QNIX's service, or its performance for other subscribers; and harass or impersonate QNIX users or other users.

5.4.3.3 The Client acknowledges that is a criminal offence to attempt to gain access to areas of QNIX's online environment other than the Client's allocated internet environment. Any Client who deliberately breaches or attempts to breach QNIX's online environment will immediately have all access privileges removed and may be prosecuted to the full extent of the law.