

StreamlineVPS Website Terms of Service

Welcome to the website of Streamline Servers Pty Ltd trading as "StreamlineVPS" (ABN 59 620 894 644) ("we", "us" or the "Company"), providing a wide array of hosting solutions.

This website is located on the web via the domain <https://streamlinevps.com/> and includes all of the files located in that domain, in addition to a number of other services provided both from affiliated domains, as well as stand-alone products offered by the Company ("this site").

Agreement to these Website Terms of Service

By accessing this site, you agree to be bound by these terms of service ("Website Terms of Service"). These Website Terms of Service constitute a binding agreement between you and the Company and govern your use of this site, and the services provided by us.

Privacy Policy

As part of these Website Terms of Service, your use of this site is also subject to our Privacy Policy (located at <https://streamlinevps.com/legal/privacy-policy.pdf>), which is incorporated by reference into these Website Terms of Service.

Legal capacity to transact

The Company's services are not available to persons under 13 years of age. If you are between 13 and the age of legal majority in your country of residence, you may only use our Services under the supervision of a parent or guardian who agrees to be bound by these Website Terms of Service. By creating an account on the Website, or otherwise using the Services we provide, you represent that you are at least 13 years of age, and have the consent of a parent or guardian.

Restrictions on use

Prohibited conduct

Your use of this site is subject to the rules set out in Schedule 1 below.

Violations of these Website Terms of Service

Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice:

- temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide services to you if:
 - you breach any provision of these Website Terms of Service;
 - the Company is unable to verify or authenticate any information that you provide to us; or
 - the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers or any other person; and
- remove or block access to any information and/or materials (in whole or in part) that the Company, at its sole and absolute discretion, regards in any way to be objectionable or in

violation of any applicable law, any person's intellectual property rights or these Website Terms of Service.

Indemnity

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through this site;
- any material or information that you submit, host, post, transmit, upload or otherwise make available on any site hosted by the Company;
- any material or information that you submit, host, post, transmit, upload or otherwise make available on any other server hosted by the Company;
- your use of, or connection to, this site;
- your use of any services provided to you by the Company; or
- your negligence or misconduct, breach of these Website Terms of Service or violation of any law or the rights of any person.

Registration and account security

Requirement for registration

The Company reserves the right to make any parts of this site accessible only to users who have registered.

Username and password

Upon registration with this site, you will be issued with a username and password to access your account. You are responsible for maintaining the security of your password for this site. The Company will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You agree that the Company will be entitled to assume that any person using this site with your username and password is you or your authorised representative.

You must notify the Company immediately of any known or suspected unauthorised use of any password or any other breach of security.

User information

In order to register an account with this site, you must agree to these Website Terms of Service and provide the Company with:

- a valid email address;
- accurate billing and contact information (including your street address and the name and telephone number of your authorised billing contact and administrator); and
- any other information that may be required by the Company during the registration process.

You must promptly update this information to maintain its accuracy at all times.

You represent and warrant to the Company that all information provided to the Company by you, including the information provided by you through our account registration module or entered into your account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

Multiple accounts and automated account opening

One person may not maintain more than one account with this site. Accounts registered by "bots" or other automated methods are not permitted.

Approval of registrations

The Company reserves the right to accept or reject any application for registration of an account with this site at its discretion.

Orders

Order constitutes offer

By placing an order through this site, you make an irrevocable offer to us to purchase the services that you have selected pursuant to these Website Terms of Service. Information contained in this site constitutes an invitation to treat only. No information in this site constitutes an offer by us to supply any services to you – however, the Company will endeavour to supply your selected services to you.

We will not commence processing any order made through this site unless and until:

- payment for the order has been received by us in full; and
- the order has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each order for the purpose of preventing credit card and other fraud.

We reserve the right at our discretion to:

- at any time prior to your order being accepted in accordance with these Website Terms of Service, cancel all or part of your order; and
- at any time:
 - refuse to provide services to you;
 - terminate your access to this site; and/or
 - remove or edit any content on this site.

Acceptance of orders

Acceptance of each order will take place if and when the Company either:

- provides the services to you, at the time at which the Company commences providing the services; or
- notifies you in writing that your order has been accepted, at the time at which such notification is sent by the Company.

Suspension of Service

In the event that your account or services we provide to you are suspended for any reason, such as failure to make payment, or otherwise breaching the Website Terms of Service, any User Content, or other data, including but not limited to hosted content, will be maintained temporarily until destroyed without further reference to you. For dedicated servers, all data will be maintained for 7 days after suspension prior to destruction. For web hosting content or User Content, all data will be maintained for 30 days after suspension prior to destruction. Services which are interrupted by failure to pay, or otherwise due to breaches of these Website Terms of Service will mean that you will be unable to access any data, User Content or hosted servers until such time as the service is reactivated. It is your responsibility to keep backups of all data, and the Company holds no responsibility for any data, User Content or other information being lost either due to external factors, or due to deletion as a result of service cancellation or suspension.

Cancellation of Service

You may terminate any services from us by submitting an immediate cancellation request through the billing panel of the website. This will result in the services being cancelled within 24 hours of our receiving and processing this request. You may also request a cancellation at the end of your next billing cycle, and the services will be automatically terminated upon the next billing period falling due. You acknowledge that we will not provide any refund or credit for any early cancellation of service, and that any services forfeited by your early cancellation are non-refundable.

Prices

The Company reserves the right to change the prices for services displayed in this site at any time before you place an order.

GST

Unless otherwise expressly stated, all amounts payable through your use of this site are expressed to be inclusive of GST. For these purposes, the term "GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Payment methods

Payment for orders placed through this site may be made by credit card processed online using the secure payment gateway or using a PayPal or Stripe account.

PayPal & Stripe secure payment gateways

The Company uses the third party PayPal payment gateway provided by PayPal Australia Pty Limited (ABN 93 111 195 389) for its secure online payment transactions. Payments made through PayPal are subject to PayPal's own terms and conditions and privacy policy, links to which are provided from the PayPal checkout pages. For more information about PayPal, see the PayPal website (<http://www.paypal.com.au>).

The Company also uses the third party Stripe payment gateway provided by STRIPE.COM LTD for its secure online payment transactions. Payments made through Stripe are subject to their own terms and conditions and privacy policy, links to which are provided from the Stripe checkout pages. For more information about Stripe, see the their website (<http://Stripe.com>).

Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to third party payment gateways, other than information that is required in

order to process your order and deliver your purchased items to you (eg, your name, email address and billing address).

Credit and debit card payments

It is not necessary to have a PayPal account in order to make a purchase on this site. Both PayPal and Stripe accepts all major credit and debit cards. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. The Company does not charge additional transaction fees for paying by credit card.

Refunds and other remedies

Except as expressly provided otherwise in these Website Terms of Service, all amounts paid through this site are non-refundable. Further information on the steps that the Company will take to remedy any breach of any non-excludable condition or warranty/guarantee is provided under the heading "Remedies limited" in these Website Terms of Service below.

Any refunded credit can only be credited to the account to which it originated, and cannot be transferred or otherwise credited against other alternative accounts.

Charge backs

Any disputes relating to charges must be reported directly to us within 30 days of the charge occurring. In the event of genuine mistakes as confirmed at the discretion of our accounts staff, we will take steps to refund those payments. However, any disputed charge is deemed valid in accordance with our Website Terms of Service, and is still disputed to your financial institution by way of a charge back, you agree that an additional Administration Fee of AUD\$220.00 (inc GST) + the charged back amount will be immediately payable to the Company.

PublicPay donations

We offer you the ability to seek donations to assist with the costs of the services we may provide to you, by PublicPay donations. Any payments made through this service are non-refundable and non-transferable. Any payment a donator may make through this service may be used by the account owner as payment towards any service associated with their account, and we have no ability to limit or restrict this. Should a donator make any payment through this service, there is no relationship formed between the Company and the donator, nor will that donated payment give the donator any rights or remedies against us, or the account holder.

Any funds donated through this system, will be credited to your account, and are non-transferable, and are not redeemable for cash or otherwise. All donations made through this system must otherwise comply with the terms of service provided by PayPal.

Security

While PayPal, Stripe and our website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than the Company.

The Company may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your order has passed our internal fraud prevention checks, your order will remain on pending status. If further information is requested and you do not provide the requested information within such time as the Company

considers appropriate at its discretion, your order will be cancelled and, if your payment has been received, it will be refunded back to you.

Intellectual property

Copyright

In these Website Terms of Service, the term "**Proprietary Content**" means:

- this site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by the Company in connection with the services offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of the Company or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Usage Terms or with the prior written consent of the Company or other copyright owner (as applicable).

You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

User Content

In these Website Terms of Service, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to this site by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.

This site contains some features that enable you and other users to upload User Content. The Company reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:

- represent and warranty to the Company that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to the Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at the Company's absolute discretion.

Level of Support and Self-Managed Services

Our staff will endeavour to assist you as promptly as possible with any issues that may arise, to the best of their ability and expertise. All services provided by us, unless other explicitly indicated, are self-managed. You acknowledge and understand that for all self-managed services, we are not required to install, or assist you in the installation of any software, including software support or troubleshooting.

Should you require additional advanced software support, we may (at our absolute discretion) provide further support for an additional fee. However, we do not provide any support whatsoever to third-party clients, and will only offer support to you as a user of the services and the website.

Copyright claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third-party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY SERVICES PURCHASED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;
- the quality of any services, information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

Limitation of liability

Exclusion of liability

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Services or the use of this site by you or any other person, or by the provision of our services, or the use of those services by you or any other person.

Remedies limited

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):

- in the case of goods, to any of the following:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and
- in the case of services:
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.

limited to a term of 30 days.

Release

You agree that your use of this site is at your own discretion and risk. You agree to release the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Service or the use of this site by you or any other person. The Company may plead this release as a bar and complete defence to any claims or proceedings.

Force majeure

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Service, the Company excludes liability for any delay in performing any of its obligations under these Website Terms of Service where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company shall be entitled to a reasonable extension of time for the performance of such obligations.

General

Interpretation

In these Website Terms of Service, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Service;
- these Website Terms of Service may not be construed adversely against the Company solely because the Company prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

Notifications

The Company may provide any notification for the purposes of these Website Terms of Service by email and/or by adding the notification into your user control panel.

Costs

Except as specifically provided in these Website Terms of Service, each party must bear its own legal, accounting and other costs associated with these Website Terms of Service.

Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Service without the Company's prior written consent. Your registration with this site is personal to you and may not be sold or otherwise transferred to any other person.

The Company may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Service at any time without notice to you.

No waiver

Waiver of any power or right under these Website Terms of Service must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the Company to act with respect to a breach by you or others does not waive the Company's right to act with respect to that breach or any subsequent or similar breaches.

Severability

The provisions of these Website Terms of Service are severable and, if any provision of these Website Terms of Service is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

Variation

The Company reserves the right to amend these Website Terms of Service and any other policy on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments.

We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site or the services offered through this site.

You may only vary or amend these Website Terms of Service by written agreement with the Company.

Any variation of these terms will not constitute grounds for termination, or non-payment. Any such action by you will be a breach of these Website Terms of Service.

Governing law and jurisdiction

These Website Terms of Service will be governed in all respects by the laws of Queensland, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and the courts of appeal from them.

Schedule 1 – Prohibited conduct

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of the Company's intellectual property rights in this site;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to the Company without the Company's prior written consent; or
- use this site to transmit any information or material that is, or may reasonably be considered to be:

- abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring the Company or any of its staff into disrepute.