

Terms and Conditions - System Central Solutions (ABN 65 963 215 991)

By using System Central Solutions products and services, you agree to comply with our terms and conditions. You are expected to have access to a computer which is connected to the Internet to use our services and we expect you to possess a basic knowledge of the Internet and computer function. The spirit of this policy is to guide you to use our services with due regard to the rights of other Internet users and in conformity with our network environment and with due regard to the limitations and constraints of the services.

Definitions:

Provider: System Central Solutions

User: In the instance where company name/association name is provided at first User sign up, the User will be the Company/Association. In the instance where no company/association name is provided at first User sign up, the User will be deemed to be the individual listed on the contact details.

Products and Services: Web Hosting, Web, E-Commerce, Flash and Email Template development, Email Accounts, Domain Hosting, Domain Registration, Content Management Systems, E-Commerce Systems, Trouble Ticket Systems, Search Engine Optimisation, Graphic Design and all associated products and services.

Disclaimer:

The Client is the person or entity who is applying or who is receiving Products and Services from System Central Solutions.

The Services are provided on an "AS IS, AS AVAILABLE" basis. System Central Solutions gives no warranty, express or implied, for the Services provided this no warranty expressly includes any reimbursement for losses of income due to disruption of services by System Central Solutions or its providers beyond the fees paid by client to System Central Solutions for services.

Client will use the Services in a manner consistent with any and all applicable laws of the State of Victoria and the Australian Federal Government.

Use of any information obtained by way of System Central Solutions is at Client's own risk, and System Central Solutions holds no liability for such use.

System Central Solutions is not responsible for any damages arising from Client's use of System Central Solutions Services or by Client's inability to use the Services for any reason.

While System Central Solutions shall make every reasonable effort to protect data stored on Client's Server(s), System Central Solutions is not responsible for Client's data, files, or directories residing on System Central Solution's equipment.

The customer is required to provide System Central Solutions with correct and up to date contact details for billing and technical notification purposes. System Central Solutions takes no responsibility for disruption to services due to inability to contact the customer.

Suspension of User Account:

Outstanding invoices/ debts relating to any Package under a User account can result in all Packages been suspended, without notice. If a User is suspended for not keeping contact details up to date and are subsequently reactivated there can be a \$10 Plus GST fee incurred.

If a User is suspended any previous deals/special offers can be withdrawn. The User will be required to move to the closest appropriate Package that is available at that point in time if they are reactivated.

Change of User Contact Name Details:

In the case where a User is deemed to be a company, the User contact name details can only be changed upon the provision of a received email to the email address provided by us the Provider. A User headed email must outline the old contact details, their password as security and the new contact details, subject to the following rules:

Rules for changing User contact details:

The User must agree to maintain all Packages in the User account. If User does not agree to maintain all Packages, the Packages that are not agreed will be removed subject to 1.1. All other Packages will be moved to a different User account, subject to the terms in “Transfer of Packages between Users”. If User wants to change company name, a Change of Company name registration form from ASIC must be sent. Users that are deemed to be individuals must follow terms in “Transfer of Packages between Users”.

Transfer of Packages between Users:

In the case where the User is deemed to be an individual and the User wants to transfer responsibility of maintaining a Package, the User has to notify us. A new User will have to sign up a new Package agreement detailing that the Package already exists under a different User. No credit will be given.

If a Package has outstanding debts and is signed up by a new User, any outstanding debts relating to the Package have to be paid first, a transfer fee of \$90 plus GST can be incurred for transferring the data relating to the new Package.

Illegal Usage:

System Central Solutions servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Examples of non-acceptable content or links: Pirated software, Hackers programs or archives, Warez sites, MP3, and IRC bots. The Client agrees to indemnify and hold harmless System Central Solutions from any claims resulting from the use of the service that damages the Client or any other party.

System Central Solutions will be the sole arbiter as to what constitutes a violation of this provision.

Server Abuse:

Any attempts to undermine or cause harm to a System Central Solutions server or Client of System Central Solutions is strictly prohibited.

The failure to meet or follow the above guideline is grounds for account deactivation. We reserve the right to remove any account without prior notice.

Adult Content:

System Central Solutions does not allow adult oriented sites including pornography, sex-related merchandising, and hate sites. This includes sites that may infer sexual content, or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited.

Security:

Violations of system or network security are prohibited, and may result in criminal and civil liability. Examples include, but are not limited to the following: Unauthorized access, use, probe, or scan of a systems security or authentication measures, data or traffic. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Server Resource:

Any website that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given an option of either paying extra (which depends on the resource needed) or reducing the resource used to an acceptable level. System Central Solutions shall be the sole arbiter of what is considered to be a high server usage level.

Any site which has a negative impact on the server may be suspended without notice.

CGI Scripts:

Cgi script sharing with domains not hosted by System Central Solutions is not allowed. Any cgi-scripts deemed to be adversely affecting the server performance or the network integrity will be shut down without prior notice. Matt's FormMail script is not allowed on our servers.

Chat Rooms:

System Central Solutions does not allow clients to install their own chat rooms. Chat rooms tend to use an unusually large amount of system resources and we cannot permit it as an account option.

Background Running Programs and Cron Jobs:

System Central Solutions may allow programs to run in the background. These programs will be considered on an individual basis and extra charge will be incurred based on system resources used and operational maintenance needed. If you wish to run background programs please contact our support department before doing so.

IRC:

System Central Solutions does not allow IRC or IRC bots to be operated on our servers.

UCE (Unsolicited Commerce Email) - SPAM:

Spamming, or the sending of mass unsolicited email, from or through a System Central Solutions server or using an email address that is maintained on a System Central Solutions machine or advertising a site hosted on a System Central Solutions machine is STRICTLY prohibited. System Central Solutions will be the sole arbiter as to what constitutes a violation of this provision. If you engage in any of the foregoing activities using the service of another ISP or IPP, but channelling activities through a System Central Solutions server as a maildrop for responses, you are in violation. Violators will face an immediate account suspension or deletion.

If you are in any doubt you should contact us prior to sending any mail. Refunds will NOT be issued for suspended or deleted accounts

Software Distribution:

System Central Solutions' web hosting accounts are not to be used for the purposes of distributing software and multimedia products, including bulk MP3's. If you wish to distribute software and/or multimedia files, please contact for special arrangement.

Multimedia Files:

Multimedia files are defined as any graphics, audio, and video files. System Central Solutions web hosting accounts are not to be used for the purposes of distributing and storing unusual amount of multimedia files. Any Web site whose disk space usage for storing the multimedia files exceed 70% of its total usage, either in terms of total size or number of files, will be deemed to be using unusual amount of multimedia files. An exception to this rule will be granted for uncompressed (non-Zipped) *.swf files (Macromedia Flash™) that are used in a responsible manner. This format can be efficiently used to build entire websites, thereby replacing a large portion of the HTML normally necessary.

Database:

Any database stored on System Central Solutions servers shall be limited in size to 20% of the total disk space allotted for a particular domain.

Billing:

Payment is via automated monthly debit of credit card (Visa, Mastercard or Bankcard) only.

Access:

Administration consoles for Products & Services are password protected and available via standard http (not a secure connection). It is the client's responsibility to take necessary steps to secure their admin password. We recommend all passwords are changed immediately after being issued and at regular intervals thereafter.

Actions Taken by System Central Solutions:

When System Central Solutions becomes aware of an alleged violation of its Usage Policy, System Central Solutions will initiate an investigation. During the investigation System Central Solutions may restrict Clients access in order to prevent further possible unauthorized activity. Depending on the severity of the violation, System Central Solutions may, at its sole discretion, restrict, suspend, or terminate Clients account and/or pursue other civil remedies. If such violation is a criminal offence, System Central Solutions will notify the appropriate law enforcement department of such violation.

System Central Solutions reserves the right include an unobtrusive branding identifying the Products & Services provided to the client by the Provider on all websites hosted by System Central Solutions for the client.

Refunds & Service Credits:

System Central Solutions does not issue service credits for any outages incurred through service disablement resulting from Policy violations. We provide formal quotations for all work performed in response to customer requirements briefs and will not provide a refund once this work has been performed according to the stated and agreed requirements.

Modification:

System Central Solutions reserves the right to add, delete, or modify any provision of this Usage Policy at any time without notice.

Agreement and Acceptance:

In order to maintain a high quality of service all Products & Services are subject to the terms and conditions of the System Central Solutions Acceptable Use Policy. Sites can be cancelled without refund and Clients and/or their agents may be subject to legal prosecution if found in violation. Placing an order and subsequent submission to a server of web site data, including files, images and text are proof of the Client's agreement and acceptance of the terms and conditions of the Acceptable Use Policy. Clients agree they have read and understood the terms and conditions of the Acceptable Use Policy before ordering any plan.