

Hosting Terms of Service

Arktek Solutions Pty Ltd T/As native Digital

1. Acceptance of Terms

By using the services provided by nativeDigital ("we," "us," or "our"), you ("Customer" or "you") agree to the following Terms of Service. These terms are legally binding and govern the relationship between you and nativeDigital.

2. Services Provided

We offer various web hosting services, including but not limited to shared hosting, VPS hosting, and dedicated servers. The services are subject to the terms of this agreement and any additional terms outlined during the purchase process.

3. Account Setup

Upon receiving your payment, we will set up your account. It is your responsibility to provide accurate information for account creation and communication purposes.

4. Payment and Fees

- **Billing Cycle:** You agree to pay all fees associated with the service on a recurring basis (monthly/annually).
- **Late Payments:** Failure to make payments on time may result in suspension or termination of services.
- **Refund Policy:** We offer a 7-day money-back guarantee for new customers. Refunds are only available for the first subscription period and do not apply to renewals.

5. Use of Services

You agree to use our services in compliance with applicable laws and regulations. Prohibited activities include but are not limited to:

- Hosting or distributing malware, phishing schemes, or illegal content.
- Using our services to send unsolicited emails (SPAM).
- Engaging in activities that harm the performance or security of our servers.

6. Resource Usage

All accounts are subject to resource limitations, including but not limited to bandwidth, CPU usage, and disk space. Excessive usage may result in throttling or suspension of services.

7. Uptime Guarantee

We offer an uptime guarantee of 99.5%, excluding scheduled maintenance and factors outside our control (e.g., network outages, hardware failure). The uptime guarantee does not cover website/CMS issues, only the infrastructure it runs on. A credit of 100% of the hosting fee for the month will be assigned to your account upon request. The request must be in writing and sent to accounts@native.com.au within 30 days of the period being claimed.

8. Backups and Data Loss

You are responsible for maintaining backups of your data. While we may offer backup services, we are not liable for any data loss or corruption.

9. Termination

- **Voluntary Termination:** You may terminate your services at any time by submitting a cancellation request through our support system.
- **Involuntary Termination:** We reserve the right to terminate your account for violating these terms, non-payment, or abusive behavior towards our staff.

10. Limitation of Liability

In no event shall nativeDigital be liable for any indirect, incidental, special, or consequential damages arising out of the use or inability to use our services. Our liability is limited to the fees you have paid in the last 12 months.

11. Modifications to Terms

We reserve the right to modify these Terms of Service at any time. Any changes will be effective immediately upon posting, and continued use of our services constitutes acceptance of the updated terms.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of NSW Australia. Any disputes arising from this agreement will be resolved in the courts of NSW.

13. Contact Information

If you have any questions about these Terms, please contact us at: nativeDigital

1 Burelli Street

Wollongong, NSW

Ph: 1300 78 33 11

Email: support@native.com.au

