



Website Development and Hosting Agreement

Client Details

Client Name: _____
Business Name: _____
ABN: _____
Contact Number: _____
Postal Address: _____
Email Address: _____

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Any attachments are to be signed by both parties and placed at the end of this document

Mutual Nondisclosure Agreement

This agreement is entered into as of the date below by and between

Tweak Geek IT and _____ Date: ____/____/____

With respect to certain Confidential Information (as defined below). In consideration of the mutual promises and covenants contained in this Agreement and good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.1 In connection with discussions between the parties concerning a possible business transaction (the "Purpose"), each party to this Agreement may wish to disclose certain proprietary and other Confidential Information (as defined below) to the other party on a confidential basis.

1.2 As used herein, the following terms shall have the following definitions:

"Disclosing Party" means the party disclosing such information and "Receiving Party" means the party receiving such information. "Disclosing Party" and "Receiving Party" also includes all affiliates and subsidiaries of each.

"Confidential Information" includes, without limitation: (i) the existence of this agreement and discussions between the parties; (ii) non-public information that the Disclosing Party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential; (iii) non-public inventions, patents, patent applications, trade secrets, discoveries, "know-how", source code, technology, improvements, ideas, samples, media, techniques, sketches, drawings, works of authorship, and software programs; (iv) each party's respective information concerning business plans, marketing strategy, research, development, financial information, customer lists, investors, employees, business and contractual relationships, sales and merchandising, and any information the Disclosing Party provides about third parties; (v) any tangible materials incorporating the foregoing information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. "Confidential Information" shall not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed Disclosing Party; (ii) is known to Receiving Party without restriction prior to Disclosing Party's disclosure of such information to Receiving Party as shown by Receiving Party's written records; (iii) is known to Receiving Party from a source other than Disclosing Party and other than by a breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party without use of any Confidential Information.

1.3 The Parties agree that the Confidential Information is the confidential and proprietary data of the Disclosing Party and that the Confidential Information will be used solely for the Purpose and for no other reason. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party, in whole or in part, including derivations, to any third party. The Receiving Party shall use such degree of care as is reasonably calculated to prevent inadvertent disclosure of the Confidential Information of the Disclosing Party but no less than the same degree of care in safeguarding the Confidential Information as the Receiving Party uses for its own Confidential Information. The Receiving Party shall limit disclosure and access to the Confidential Information to its employees, and representatives who are directly involved in the consideration of the Confidential Information on behalf of the Receiving Party to effectuate the Purpose and who have been informed of and agree to honour the Receiving Party's duty of care hereunder and the duty not to disclose. Upon discovery of any unauthorized disclosure of Confidential Information by its employees or representatives, the Receiving Party shall use its best efforts to prevent any further unauthorized disclosure

Neither party shall disassemble, decompile or otherwise reverse engineer any software product or code of the other party. Confidential Information shall not be reproduced in any form except as necessary to accomplish the Purpose.

1.4 All Confidential Information is and shall remain the sole property of the Disclosing Party. No rights, express or implied, are granted in the Confidential Information to the Receiving Party except as may be specifically granted for the limited purpose of effectuating the Purpose.

- 1.5** Each party represents and warrants that it has the right to disclose any information provided to the other party. The Receiving Party further represents and warrants that it will have in place appropriate written confidentiality agreements with its employees, consultants and other representatives so as to comply with all of the provisions of this Agreement. Each party shall indemnify and hold harmless the other party from and against any breach of the representations and warranties contained in this Section.
- 1.6** Within five (5) business days after being so requested by the Disclosing Party, the Receiving Party will either 1) return the Disclosing Party's Confidential Information; or 2) destroy all Confidential Information and certify such destruction in writing. Except to the extent advised in writing by counsel that such action is prohibited by law, the Receiving Party will also destroy all written material, memoranda, notes and other writings or recordings, including any materials based upon, containing or otherwise reflecting any of the Confidential Information.
- 1.7** Each party agrees that, in the event of any breach of any provision hereof, the aggrieved party will not have an adequate remedy in money or damages. Each party therefore agrees that, in such event and in addition to any other remedies it may have, the aggrieved party shall be entitled to seek injunctive relief without the necessity of posting a bond even if otherwise normally required.
- 1.8** Unless otherwise agreed by the Disclosing Party and the Receiving Party, all Confidential Information is provided "AS IS" without warranty of any kind, and Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever arising from or relating to Receiving Party's use or inability to use such Confidential information.
- 1.9** The parties agree to comply with all applicable laws that apply to the Confidential Information, or any product (or any part thereof), process or service that is a product of the Confidential Information.
- 1.10** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. The waiver of any provision shall not be construed as a waiver in any other instance. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall not be modified except by a written agreement signed by both parties.
- 1.11** This Agreement shall be construed and controlled by the laws of the State of New South Wales, Australia and the parties further consent to exclusive jurisdiction and venue in the courts of appropriate jurisdiction in the State of New South Wales, Australia. Each party waives all defenses of lack of personal jurisdiction and forum non-convenience.
- 1.12** This Agreement does not in any way bind the parties to enter into a business relationship of any nature with the other. Nothing herein or any other verbal representations made by either party shall be construed as a binding commitment to establish a business relationship.
- 1.13** This Agreement shall remain in force for the period of five (5) years from the date set forth on page 02.

Copyright and Ownership

2.1 Any materials submitted to Tweak Geek IT during the design phase must be the intellectual property of the signatory of this document or be accompanied by written permission of the copyright holder.

Copyrighted materials may include but are not limited to:

1. Images.
2. Videos.
3. Documents.
4. Written content.
5. HTML and or CSS code and various associated scripts.

2.2 Both the website and submitted material hosted on the aforementioned website shall remain the intellectual property of the signatory of this document unless otherwise specified at the end of this agreement.

2.3 Tweak Geek IT is in no way liable for damages resulting from infringement of intellectual property laws pertaining to content submitted by the signatory of this document.

2.4 Tweak Geek IT retains the right to claim copyright on any materials produced by Tweak Geek IT during the design phase, said materials may include but are not limited to:

1. Images.
2. Videos.
3. Documents.
4. Written content.
5. HTML and or CSS code and various associated scripts.

2.5 As the website designer Tweak Geek IT requires a footer link in the form of text or image hyperlink to remain visible in the footer at all times and on all pages of the website unless otherwise specified at the end of this document.

The aforementioned hyperlink must not be tampered with in any way in regards to size, placement or resolving link address.

2.6 Tweak Geek IT reserves the right to suspend hosting services without notice for violation of intellectual property laws.

2.7 Tweak Geek IT reserves the right to take legal action against the signatory of this document if deemed necessary as the result of infringement of intellectual property belonging to Tweak Geek IT.

2.8 Tweak Geek IT reserves the right to take legal action against the signatory of this document for the recovery of legal expenses or monetary loses or fines incurred resulting from the signatory violating the intellectual property laws of others.

Data Protection and Liberation Policy

- 3.1** At no point will Tweak Geek IT sell, share, publish or distribute your personal contact information such as postal address, contact phone number, email address or any other personally identifiable details or user metadata.
- 3.2** You will be notified of any hosting server security or data breach affecting any of your hosted services or data no later than 24 hours after a detected incident.
- 3.3** You will be notified of the severity and scope of any hosting server security or data breach affecting any of your hosted services or data as well as any security measures or updates that have been taken as a response to a detected intrusion
- 3.4** Tweak Geek IT will perform a full hosting panel backup on the last Friday of every month. The backup files will be saved as a compressed .rar or .tar.gz file and stored on a secure offline server operated and maintained by Tweak Geek IT.
- 3.5** The hosting panel backup will consist of the following elements and services:
1. Server configuration and logs.
 2. Server root directory files.
 3. www/public html directory files.
 4. FTP accounts and quotas.
 5. Email account settings, email content and email quotas.
 6. MySQL databases and database settings.
- 3.6** Copies of your hosting panel backups can be made available upon request by any of the below methods:
1. In person at the Tweak Geek IT offices.
 2. Posted letter request.
 3. Email request during business hours.
 4. Telephone request during business hours.
 5. Support ticket submitted via the user portal on the Tweak Geek IT website.
- Copies of your backups are made available in the following formats:
1. Optical data disk at a cost of \$20 per copy to cover materials, processing and postage.
 2. Compressed .rar or .tar.gz digital download at \$10 per download to cover processing and bandwidth.
- 3.7** Backup files saved as a compressed .rar or .tar.gz file and stored on a secure offline server operated and maintained by Tweak Geek IT will be retained for a minimum period of 18 months and a maximum period of 36 months.
- 3.8** If you terminate any and all hosted services provide by Tweak Geek IT the relevant backup files will only be retained for a minimum period of 6 months and a maximum period of 12 months.

Financial Hardship Policy

Tweak Geek IT may choose to enter into a payment instalment plan with qualified applicants who are subject to assessment under the terms and conditions outlined below

4.1 “Definition of Hardship” Tweak Geek IT defines financial hardship as:

A situation where a Customer is unable, reasonably, because of illness, unemployment or other reasonable cause, to discharge their financial obligations under their contract with the Supplier and the Customer reasonably expects to be able to discharge those obligations if payment and/or Service arrangements were changed. Financial hardship can be of limited or long term duration.

Tweak Geek IT will consider the implementation of a payment instalment plan under the following circumstances in accordance with the definition of financial hardship.

1. Loss of employment of the customer or family member.
2. Family breakdown.
3. Illness, including physical incapacity, hospitalisation, or mental illness of the customer or family member.
4. A death in the family.
5. Other factors resulting in unforeseen change in the customers capacity to meet their payment obligations, whether through a reduction in income or through an increase in non-discretionary expenditure.

4.2 “Application Requirements” Application for a Payment Installation Plan is open to all Tweak Geek IT customers who meet the requirements of this Financial Hardship Policy in accordance with the definition criteria as listed in this document.

To successfully complete the application process Tweak Geek IT may require the following documents:

- (a) For loss of employment: Centrelink Income Statement or sufficient equivalent documentation.
- (b) For injury or illness: Medical Certificate or sufficient equivalent documentation.

4.3.1 By signing the Tweak Geek IT Payment Instalment Plan you agree to enter into a payment plan between yourself and Tweak Geek IT whereby you will forward payment to Tweak Geek IT in regular instalments by any of the nominated methods defined in section 4.3.2 of the Tweak Geek IT Website Development and Hosting Agreement.

The agreed instalment amounts and dates of payment are outlined on page 20 of the Tweak Geek IT Website Development and Hosting Agreement.

4.3.2 You agree to forward payment to Tweak Geek IT in accordance with this agreement by any of the methods listed below.

- (a) Cash payment at the Tweak Geek IT offices.
- (b) Money order posted to Tweak Geek IT
- (c) Electronically transfer funds to Tweak Geek IT

4.3.3 Extensions or payment amount modifications may be granted as long as Tweak Geek IT is contacted no later than 48 hours before the nominated payment date.

A deferred payment will result in either of the following alterations to the payment plan.

- (a) The next instalment will cover both the missed payment and the due payment.
- (b) The missed payment will be divided over the remaining period and added onto the remaining payments

4.3.4 In the event of a missed payment a \$35 late fee will be added to the outstanding amount.

If the signatory of this document fails to contact Tweak Geek IT regarding a missed payment Tweak Geek IT will attempt to make contact with the signatory using the below methods.

- (a) 48 hours after the missed payment a courtesy call will be made incurring a \$15 fee.
- (b) If payment is still not received within 48 hours of phone contact a reminder will be sent incurring a \$15 fee.

4.3.5 Continual missed payments will incur addition fees and charges and may result in the suspension of any payment plan or hosted services with the total remaining payable amount referred to a collections agency.

4.3.6 A hosted service suspension may be implemented by Tweak Geek IT as a result of an outstanding invoice balance or a payment instalment plan that has been suspended due to violations of the terms and conditions outlined above.

4.3.7 A suspension of hosted services will be implemented for a period of no longer than 14 days during which time you will lose all access to your accounts hosted services.

4.3.8 If an outstanding balance remains unpaid at the end of the 14 day hosted service suspension period all hosted data will be permanently deleted from our servers.

Terms and Conditions – Website Design Services

- 5.1** Tweak Geek IT develops all websites on an offline server for privacy, testing and security purposes. You will be given access to this server in the form of a limited lifetime hyperlink that will allow you to view the websites development as predetermined milestones are reached in accordance with the competition schedule as outlined on page 20 of this Website Development and Hosting Agreement.
- 5.1** All materials including logos, images, videos, documents and written content must be submitted in a timely manner to allow for website completion within a period of no more than 6 weeks from the date that this document is signed unless otherwise specified on page 21.
- 5.2** All submitted materials will remain the property of the signatory of this document unless otherwise specified as further detailed on page 21 of this document.
- 5.3** Tweak Geek IT will fulfil the requirements of this document in regards to the design and construction of a website that meets the outlined specifications and timeframe as detailed on page 21 of this document.
- 5.4** Failure to deliver the required materials and content or design approval to Tweak Geek IT within the 6 week time limit without prior notice or alteration to the set design duration as outlined on page 21 will result in the design phase being regarded as completed.
- 5.5** If the balance of this contract has been paid in full by the end of this period the website will be published in an as is or unfinished state and any further work undertaken by Tweak Geek IT to complete the website beyond this point will be invoiced at our standard hourly webmaster rate.
- 5.6** If an outstanding balance remains at the end of this period the website files will be stored by Tweak Geek IT for a period of no longer than 3 months. If any outstanding amount remains unpaid at the end of this 3 month period and a payment instalment plan is not in place all website files will be permanently deleted with the remaining outstanding balance referred to a collections agency.
- 5.7** A completed website will not be published until the outstanding balance of the design and hosting agreement has been paid in full. An exception may be made at the discretion of Tweak Geek IT if the remaining balance is less than 50% of the invoice total including the cost of any premium themes, plugins or elements and a payment instalment plan is in place.
- 5.8** If the completed website is going to be published to a hosting server owned or operated by Tweak Geek IT and the hosting package was not purchased at the time of signing this Website Development and Hosting Agreement all website hosting fees should be paid in full no later than two weeks before the scheduled end of the design period to avoid any delays in publishing the completed website.
- 5.9** If the completed website is going to be published to a hosting server not owned or operated by Tweak Geek IT all account details relevant to the hosting server should be provided to Tweak Geek IT no later than two weeks after the design process has commenced to allow for the website to be published within a reasonable timeframe at the end of the design period.
- 5.10** Due to the limitations of offline website development any content delivery services purchased can only be activated and integrated into a completed website once it has been published to a hosting server.
- 5.11** To ensure that the publishing of a completed website goes as smoothly as possible please ensure that your registered domain name is correctly resolving to your website hosting server. If your website is to be hosted by Tweak Geek IT we will provide you with the required name server configuration settings.
- 5.12** All completed websites are published by Tweak Geek IT during low website traffic and server load periods between the hours of 10pm and 6am on Monday to Friday. This publishing model also allows for ease of website testing or troubleshooting of any unforeseen errors that may occur on the published website or hosting server.

5.13 Upon request a website may be published during Tweak Geek IT's normal business hours of 8am to 6pm Monday to Friday or on weekends by prior arrangement only.

Any request to publish a website outside of our normal publishing hours of 10pm to 6am Monday to Friday will be subject to additional fees dependent on business hour work load or weekend penalty rates.

5.14 Any request to publish a website outside of our normal publishing hours of 10pm to 6am Monday to Friday is not covered under the invoice total of the Website Development and Hosting Agreement and as a result will be subject to additional fees dependent on business hour work load or weekend penalty rates.

5.15 The approximate publishing and live testing of a completed website is 6 hours. This time is subject to change and can be effected by many factors including but not limited to:

- Slow DNS propagation or incorrectly configured domain name.
- Unforeseen website publishing errors.
- Unforeseen hosting server failure or service interruption.
- Unforeseen hosting server or account misconfiguration.
- Local ADSL internet speed limitations or service disruptions.
- High data centre or hosting server network and traffic loads.

5.16 All completed websites designed and published by Tweak Geek IT come with 3 hours of complimentary webmaster services valid for a period of 12 months.

The complimentary webmaster services are limited to the following:

1. Minor content updates and image editing.
2. Website theme and plugin updates.
3. Website and database backups.
4. Minor HTML and or CSS coding.

5.17 The 3 hours of complimentary webmaster services as outlined in section 5.16 are valid for a period 12 months from the date the completed website is published to a hosting server.

Any unused complimentary webmaster services remaining at the expiry of the 12 month period are non-transferrable or redeemable for cash or other services.

5.18 All content required for updates or changes under the complimentary 3 hours of webmaster services must be prepared by the website owner and delivered to Tweak Geek IT for implementation on the website.

Any delays in content delivery to Tweak Geek IT or time spent by Tweak Geek IT in pursuing content will be subtracted from the 3 hours of complimentary webmaster services.

5.19 Any webmaster services exceeding the complimentary 3 hours will be invoiced at the standard webmaster rate and charged to the nearest half hour.

5.20 All completed websites designed and published by Tweak Geek IT come with 6 months of complimentary technical support that consists of the following:

1. Business hours phone and email support.
2. Technical support is limited to troubleshooting of website specific errors and Tweak Geek IT services only.
3. An invoice will be issued for the resolution of errors caused by user error or non Tweak Geek IT services.

5.21 The 6 months of complimentary technical support outlined in section 5.20 is valid for a period 6 months from the date the completed website is published to a hosting server.

Any unused complimentary technical support services remaining at the expiry of the 6 month period are non-transferrable or redeemable for cash or other services.

5.22 All completed websites designed and published by Tweak Geek IT come with access to the support ticket portal and user support forum on the Tweak Geek IT website.

Terms and Conditions – Website Hosting Services

- 6.1** You agree not to host or link to copyrighted or pornographic material on your website at any period while hosting is provided by Tweak Geek IT. If at any time you are found to breach this condition your hosting will be immediately suspended without prior notice until the offending material or hyperlinks are removed.
- 6.2** You agree not to host or link to spam bots, malware, spyware or similar data mining and phishing material on your website at any period while hosting is provided by Tweak Geek IT. If at any time you are found to breach this condition your hosting will be immediately suspended without prior notice until the offending material or hyperlinks are removed.
- 6.3** You have the right to terminate your website hosting account and or move your website to another hosting provider at any time during your 12 month hosting cycle. Any remaining hosting duration at the time of transfer is non-refundable or transferable to another service.
- 6.4** In the event that you upgrade or downgrade to a non-compatible service such as to/from a standard hosting plan to/from a managed VPS solution, Any remaining hosting duration at the time of account upgrade or downgrade is non-refundable or transferable to another service.
- 6.5** Hosting packages vary in allocated disk space and monthly bandwidth quota and may be upgraded within 48 hours of receiving notification by any of the below methods:
1. In person at the Tweak Geek IT offices.
 2. Posted letter request.
 3. Email request during business hours.
 4. Telephone request during business hours.
 5. Support ticket submitted via the user portal on the Tweak Geek IT website.

Your hosting package quota will be listed on page 21 of this website development and hosting agreement.

- 6.6** Tweak Geek IT will perform a full hosting panel backup every 7 days. The backup files will be saved as a compressed .rar or .tar.gz file and stored within a secure partition on the hosting server operated and maintained by Tweak Geek IT.
- 6.7** The hosting panel backup will consist of the following elements and services:
1. Server configuration and logs.
 2. Server root directory files.
 3. www/public html directory files.
 4. FTP accounts and quotas.
 5. Email account settings, email content and email quotas.
 6. MySQL databases and database settings.
- 6.8** In accordance with our Data Protection and Liberation Policy copies of your backups can be made available upon request by any of the below methods:
1. In person at the Tweak Geek IT offices.
 2. Posted letter request.
 3. Email request during business hours.
 4. Telephone request during business hours.
 5. Support ticket submitted via the user portal on the Tweak Geek IT website.

Copies of your backups are made available in the following formats:

1. Optical data disk at a cost of \$20 per DVD-R to cover materials, processing and postage.
 2. Compressed .rar or .tar.gz digital download at \$10 per download to cover processing and bandwidth.
- 6.9** Although Tweak Geek IT takes every precaution to ensure the security and integrity of on-server backups, this service should not be viewed as a replacement for offline or 3rd party backup solutions.

- 6.10** Tweak Geek IT is not responsible for any loss of data or loss of income that may occur in the event of a server hardware failure, server software failure or corrupted on-server backup, corrupted website files or databases.
- 6.12** In accordance with our Data Protection and Liberation Policy you will be notified of any hosting server security or data breach affecting any of your hosted services or data no later than 24 hours after a detected incident.
- 6.13** In accordance with our Data Protection and Liberation Policy you will be notified of the severity and scope of any hosting server security or data breach affecting any of your hosted services or data as well as any security measures or updates that have been taken as a response to a detected intrusion.
- 6.14** Hosting fees are charged on an annual billing cycle and each 12 month hosting cycle is to be paid in advance. Once a hosting cycle has begun, any fees paid are non-transferable and non-refundable.
- 6.15** Hosting cycle renewal notices will be sent via email 14 to 28 days before the expiration of the current 12 month hosting cycle with a courtesy notification sent 7 days before the expiration of the current hosting cycle if the renewal remains unpaid.
- 6.16** The 12 month hosting cycle begins as soon as your domain name resolves to your hosting account on a Tweak Geek IT owned or operated hosting server.
- 6.17** Please ensure that your registered domain name is correctly resolving to our website hosting server. Tweak Geek IT will provide you with the required name server configuration settings.
- 6.18** If website hosting was purchased as part of a website design and hosting bundle the 12 month hosting cycle will begin once the completed website is published to your hosting account on a Tweak Geek IT owned or operated hosting server.
- 6.19** A website hosting account suspension may be implemented by Tweak Geek IT for the following reasons:
1. Failure to renew website hosting for a further 12 months.
 2. Outstanding or overdue invoice balance.
 3. Breach of a payment instalment plan.
 4. Violation of intellectual property laws.
 5. Hosting malicious or pornographic material.
- 6.20** A website hosting account suspension will be implemented for a period of no longer than 14 days during which time you will lose all access to your accounts hosted services.
- 6.21** If an outstanding balance remains unpaid at the end of the 14 day website hosting suspension period all hosted data will be permanently deleted from our servers.
- 6.22** Tweak Geek IT will endeavour to provide a minimum hosting server uptime of 99% with a 1% downtime allowance for emergency maintenance or unforeseen disruptions to Tweak Geek IT services.
- 6.23** As the Hosting Service provider, Tweak Geek IT will restrict server administrative access to Tweak Geek IT support staff only for security and reliability purposes. As the Hosting Service customer, you will be provided with cPanel credentials to login and manage your hosting accounts user editable services and functions.
- 6.24** Where possible and deemed necessary interim hosting services may be provided via an alternate server using your websites most recent directory and database backup in the event of a catastrophic server failure where the repair time is estimated to be greater than 72 hours.
- 6.25** All completed websites hosting packages provided by Tweak Geek IT come with access to the support ticket portal and user support forum on the Tweak Geek IT website.

Terms and Conditions – Managed VPS Hosting Services

- 7.1** You agree not to host or link to copyrighted or pornographic material on your website at any period while hosting is provided by Tweak Geek IT. If at any time you are found to breach this condition your hosting will be immediately suspended without prior notice until the offending material or hyperlinks are removed.
- 7.2** You agree not to host or link to spam bots, malware, spyware or similar data mining and phishing material on your website at any period while hosting is provided by Tweak Geek IT. If at any time you are found to breach this condition your hosting will be immediately suspended without prior notice until the offending material or hyperlinks are removed.
- 7.3** You have the right to terminate your website hosting account and or move your website to another hosting provider at any time during your 12 month hosting cycle. Any remaining hosting duration at the time of transfer is non-refundable or transferable to another service.
- 7.4** In the event that you upgrade or downgrade to a non-compatible service such as to/from a standard hosting plan to/from a managed VPS solution, Any remaining hosting duration at the time of account upgrade or downgrade is non-refundable or transferable to another service.
- 7.5** Hosting packages vary in allocated disk space and monthly bandwidth quota and may be upgraded within 48 hours of receiving notification by any of the below methods:
6. In person at the Tweak Geek IT offices.
 7. Posted letter request.
 8. Email request during business hours.
 9. Telephone request during business hours.
 10. Support ticket submitted via the user portal on the Tweak Geek IT website.

Your hosting package quota will be listed on page 21 of this website development and hosting agreement.

- 7.6** Tweak Geek IT will perform a full hosting panel backup every 7 days. The backup files will be saved as a compressed .rar or .tar.gz file and stored within a secure partition on the hosting server operated and maintained by Tweak Geek IT.
- 7.7** The hosting panel backup will consist of the following elements and services:
7. Server configuration and logs.
 8. Server root directory files.
 9. www/public html directory files.
 10. FTP accounts and quotas.
 11. Email account settings, email content and email quotas.
 12. MySQL databases and database settings.

- 7.8** In accordance with our Data Protection and Liberation Policy copies of your backups can be made available upon request by any of the below methods:
6. In person at the Tweak Geek IT offices.
 7. Posted letter request.
 8. Email request during business hours.
 9. Telephone request during business hours.
 10. Support ticket submitted via the user portal on the Tweak Geek IT website.

Copies of your backups are made available in the following formats:

3. Optical data disk at a cost of \$20 per DVD-R to cover materials, processing and postage.
 4. Compressed .rar or .tar.gz digital download at \$10 per download to cover processing and bandwidth.
- 7.9** Although Tweak Geek IT takes every precaution to ensure the security and integrity of on-server backups, this service should not be viewed as a replacement for offline or 3rd party backup solutions.

- 7.10** Tweak Geek IT is not responsible for any loss of data or loss of income that may occur in the event of a server hardware failure, server software failure or corrupted on-server backup, corrupted website files or databases.
- 7.12** In accordance with our Data Protection and Liberation Policy you will be notified of any hosting server security or data breach affecting any of your hosted services or data no later than 24 hours after a detected incident.
- 7.13** In accordance with our Data Protection and Liberation Policy you will be notified of the severity and scope of any hosting server security or data breach affecting any of your hosted services or data as well as any security measures or updates that have been taken as a response to a detected intrusion.
- 7.14** Hosting fees are charged on an annual billing cycle and each 12 month hosting cycle is to be paid in advance. Once a hosting cycle has begun, any fees paid are non-transferable and non-refundable.
- 7.15** Hosting cycle renewal notices will be sent via email 14 to 28 days before the expiration of the current 12 month hosting cycle with a courtesy notification sent 7 days before the expiration of the current hosting cycle if the renewal remains unpaid.
- 7.16** The 12 month hosting cycle begins as soon as your domain name resolves to your hosting account on a Tweak Geek IT owned or operated hosting server.
- 7.17** Please ensure that your registered domain name is correctly resolving to our website hosting server. Tweak Geek IT will provide you with the required name server configuration settings.
- 7.18** If website hosting was purchased as part of a website design and hosting bundle the 12 month hosting cycle will begin once the completed website is published to your hosting account on a Tweak Geek IT owned or operated hosting server.
- 7.19** A website hosting account suspension may be implemented by Tweak Geek IT for the following reasons:
6. Failure to renew website hosting for a further 12 months.
 7. Outstanding or overdue invoice balance.
 8. Breach of a payment instalment plan.
 9. Violation of intellectual property laws.
 10. Hosting malicious or pornographic material.
- 7.20** A website hosting account suspension will be implemented for a period of no longer than 14 days during which time you will lose all access to your accounts hosted services.
- 7.21** If an outstanding balance remains unpaid at the end of the 14 day website hosting suspension period all hosted data will be permanently deleted from our servers.
- 7.22** Tweak Geek IT will endeavour to provide a minimum hosting server uptime of 99% with a 1% downtime allowance for emergency maintenance or unforeseen disruptions to Tweak Geek IT services.
- 7.23** As the Managed VPS Hosting Service provider, Tweak Geek IT will configure, maintain, update and provide technical support for your Managed VPS Hosting Service.
- 7.24** As the Managed VPS Hosting Service provider, Tweak Geek IT will restrict server administrative access to Tweak Geek IT support staff only for security and reliability purposes. As the Managed VPS Hosting Service customer, you will be provided with cPanel credentials to login and manage your hosting accounts user editable services and functions.
- 7.25** Where possible and deemed necessary interim hosting services may be provided via an alternate server using your websites most recent directory and database backup in the event of a catastrophic server failure where the repair time is estimated to be greater than 72 hours.
- 7.26** All completed websites hosting packages provided by Tweak Geek IT come with access to the support ticket portal and user support forum on the Tweak Geek IT website.

Terms and Conditions – Webmaster Services

8.1 Any materials submitted to Tweak Geek IT during the performance of webmaster services must be the intellectual property of the signatory of this document or be accompanied by written permission of the copyright holder.

Copyrighted materials may include but are not limited to:

1. Images.
2. Videos.
3. Documents.
4. Written content.
5. HTML and or CSS code and various associated scripts.

8.2 Tweak Geek IT is in no way liable for damages resulting from infringement of intellectual property laws pertaining to content submitted by the signatory of this document.

8.3 Tweak Geek IT retains the right to claim copyright on any materials produced by Tweak Geek IT during the performance of webmaster services, said materials may include but are not limited to:

1. Images.
2. Videos.
3. Documents.
4. Written content.
5. HTML and or CSS code and various associated scripts.

8.4 As the webmaster services provider Tweak Geek IT requires a footer link in the form of text or image hyperlink to remain visible in the footer at all times and on all pages of the website unless otherwise specified on page 21 of this document.

The aforementioned hyperlink must not be tampered with in any way in regards to size, placement or resolving link address.

8.5 Tweak Geek IT reserves the right to take legal action against the signatory of this document if deemed necessary as the result of infringement of intellectual property belonging to Tweak Geek IT.

8.6 Tweak Geek IT reserves the right to take legal action against the signatory of this document for the recovery of legal expenses or monetary loses or fines incurred resulting from the signatory violating the intellectual property laws of others.

8.7 All content required for updates or changes including logos, images, videos, documents and written content must be submitted to Tweak Geek IT in a timely manner to allow for implementation on the website.

Any delays in content delivery to Tweak Geek IT or time spent by Tweak Geek IT in pursuing content will be charged for at our standard webmaster services hourly rate and charged to the nearest half hour.

8.8 If the webmaster services are to be performed on a website hosted on a server not owned or operated by Tweak Geek IT all account details relevant to the hosting server should be provided to Tweak Geek IT in a timely manner.

Any delays in providing account details to Tweak Geek IT or time spent by Tweak Geek IT in pursuing account details will be charged for at our standard webmaster services hourly rate and charged to the nearest half hour.

8.9 At the time of publication of this document Tweak Geek IT webmaster services are charged at \$75 per hour and billed to the nearest half hour.

8.10 All active webmaster service customers of Tweak Geek IT receive access to the support ticket portal and user support forum on the Tweak Geek IT website.

Terms and Conditions – Email Hosting Services

- 9.1** Email hosting fees are charged on an annual billing cycle and each 12 month hosting cycle is to be paid in advance.
- 9.2** Email hosting cycle renewal notices will be sent via email 14 to 28 days before the expiration of the current 12 month hosting cycle with a courtesy notification sent 7 days before the expiration of the current hosting cycle if the renewal remains unpaid.
- 9.3** The 12 month email hosting cycle begins as soon as your domain name resolves to your email hosting account on a Tweak Geek IT owned or operated hosting server.
- 9.4** Please ensure that your registered domain name is correctly resolving to our email hosting server. Tweak Geek IT will provide you with the required name server configuration settings.
- 9.5** You have the right to terminate your email hosting account and or move your hosted email services to another provider at any time during your 12 month hosting cycle.

Any remaining hosting duration at the time of transfer is non-refundable or transferable to another service.

- 9.6** Hosting packages vary in allocated disk space and monthly bandwidth quota and may be upgraded within 48 hours of receiving notification by any of the below methods:
1. In person at the Tweak Geek IT offices.
 2. Posted letter request.
 3. Email request during business hours.
 4. Telephone request during business hours.
 5. Support ticket submitted via the user portal on the Tweak Geek IT website.
- 9.7** Tweak Geek IT will perform a full hosting panel backup on the last Friday of every month. The backup files will be saved as a compressed .rar or .tar.gz file and stored on a secure offline server operated and maintained by Tweak Geek IT.
- 9.8** The hosting panel backup will consist of the following elements and services:
1. Server configuration and logs.
 2. Email account settings, email content and email quotas.
- 9.9** In accordance with our Data Protection and Liberation Policy copies of your backups can be made available upon request by any of the below methods:
1. In person at the Tweak Geek IT offices.
 2. Posted letter request.
 3. Email request during business hours.
 4. Telephone request during business hours.
 5. Support ticket submitted via the user portal on the Tweak Geek IT website.

Copies of your backups are made available in the following formats:

1. Optical data disk at a cost of \$20 per copy to cover materials, processing and postage.
 2. Compressed .rar or .tar.gz digital download at \$10 per download to cover processing and bandwidth.
- 9.10** In accordance with our Data Protection and Liberation Policy you will be notified of any hosting server security or data breach affecting any of your hosted services or data no later than 24 hours after a detected incident.
- 9.11** In accordance with our Data Protection and Liberation Policy you will be notified of the severity and scope of any hosting server security or data breach affecting any of your hosted services or data as well as any security measures or updates that have been taken as a response to a detected intrusion.

- 9.12** Tweak Geek IT will endeavour to provide a minimum hosting server uptime of 99% with a 1% downtime allowance for emergency maintenance or unforeseen disruptions to Tweak Geek IT services.
- 9.13** Interim hosting services will be provided via an alternate server using your websites most recent directory and database backup in the event of a catastrophic server failure where the repair time is estimated to be greater than 48 hours.
- 9.14** An email hosting account suspension may be implemented by Tweak Geek IT if an email account associated with the domain name registered to your account has been reported and or blacklisted for email spam abuse.
- Continued abuse of hosted email accounts for spam or phishing emails will result in the permanent deletion of your account and hosted data.
- 9.15** An email hosting account suspension may be implemented by Tweak Geek IT for the following reasons:
1. Failure to renew website hosting for a further 12 months.
 2. Outstanding or overdue invoice balance.
 3. Breach of a payment instalment plan.
- 9.16** An email hosting account suspension will be implemented for a period of no longer than 14 days during which time you will lose all access to your accounts hosted services.
- 9.17** If an outstanding balance remains unpaid at the end of the 14 day email hosting suspension period the account will be terminated and all hosted data will be permanently deleted from our servers.
- 9.18** All completed email hosting packages provided by Tweak Geek IT come with access to the support ticket portal and user support forum on the Tweak Geek IT website.

Terms and Conditions – Cloud Hosting Services

- 10.1** Cloud hosting fees are charged on an annual billing cycle and each 12 month hosting cycle is to be paid in advance.
- 10.2** Cloud hosting cycle renewal notices will be sent via email 14 to 28 days before the expiration of the current 12 month hosting cycle with a courtesy notification sent 7 days before the expiration of the current hosting cycle if the renewal remains unpaid.
- 10.3** The 12 month cloud hosting cycle begins as soon as your domain name resolves to your cloud hosting account on a Tweak Geek IT owned or operated hosting server.
- 10.4** Please ensure that your registered domain name is correctly resolving to our cloud hosting server. Tweak Geek IT will provide you with the required name server configuration settings.
- 10.5** You have the right to terminate your cloud hosting account and or move your cloud hosting services to another provider at any time during your 12 month hosting cycle.

Any remaining hosting duration at the time of transfer is non-refundable or transferable to another service.

- 10.6** Hosting packages vary in allocated disk space and monthly bandwidth quota and may be upgraded within 48 hours of receiving notification by any of the below methods:
6. In person at the Tweak Geek IT offices.
 7. Posted letter request.
 8. Email request during business hours.
 9. Telephone request during business hours.
 10. Support ticket submitted via the user portal on the Tweak Geek IT website.
- 10.7** Tweak Geek IT will perform a full hosting panel backup on the last Friday of every month. The backup files will be saved as a compressed .rar or .tar.gz file and stored on a secure offline server operated and maintained by Tweak Geek IT.
- 10.8** The hosting panel backup will consist of the following elements and services:
1. Server configuration and logs.
 2. Server root directory files.
 3. www/public html directory files.
 4. FTP accounts and quotas.
 5. Email account settings, email content and email quotas.
 6. MySQL databases and database settings.
- 10.9** In accordance with our Data Protection and Liberation Policy copies of your backups can be made available upon request by any of the below methods:
6. In person at the Tweak Geek IT offices.
 7. Posted letter request.
 8. Email request during business hours.
 9. Telephone request during business hours.
 10. Support ticket submitted via the user portal on the Tweak Geek IT website.
- Copies of your backups are made available in the following formats:
3. Optical data disk at a cost of \$20 per copy to cover materials, processing and postage.
 4. Compressed .rar or .tar.gz digital download at \$10 per download to cover processing and bandwidth.
- 10.10** In accordance with our Data Protection and Liberation Policy you will be notified of any hosting server security or data breach affecting any of your hosted services or data no later than 24 hours after a detected incident.

- 10.11** In accordance with our Data Protection and Liberation Policy you will be notified of the severity and scope of any hosting server security or data breach affecting any of your hosted services or data as well as any security measures or updates that have been taken as a response to a detected intrusion.
- 10.12** Tweak Geek IT will endeavour to provide a minimum hosting server uptime of 99% with a 1% downtime allowance for emergency maintenance or unforeseen disruptions to Tweak Geek IT services.
- 10.13** Interim hosting services will be provided via an alternate server using your websites most recent directory and database backup in the event of a catastrophic server failure where the repair time is estimated to be greater than 48 hours.
- 10.14** A cloud hosting account suspension may be implemented by Tweak Geek IT for the following reasons:
1. Failure to renew website hosting for a further 12 months.
 2. Outstanding or overdue invoice balance.
 3. Breach of a payment instalment plan.
 4. Violation of intellectual property laws.
 5. Hosting malicious or pornographic material.
- 10.15** A cloud hosting account suspension will be implemented for a period of no longer than 14 days during which time you will lose all access to your accounts hosted services.
- 10.16** If an outstanding balance remains unpaid at the end of the 14 day email hosting suspension period the account will be terminated and all hosted data will be permanently deleted from our servers.
- 10.17** All completed cloud hosting packages provided by Tweak Geek IT come with access to the support ticket portal and user support forum on the Tweak Geek IT website.

Financial Details and Payment Schedule

Payment Date	Payment Amount

Sub Total: \$ _____

GST: \$ _____

Total: \$ _____

Minimum Deposit: \$ _____

Greater Building Society
Account Name: **Tweak Geek IT**
Account Number: **716 505 359**
BSB: **637 000**

**Please use your invoice number or business name as the deposit description.
Overdue invoices may attract a late payment fee.**

Confirmation and Signature

By signing this document you are agreeing to the terms and conditions, financial obligations and accuracy of your personal details and contact information.

Client Signature Date: / /

Provider Signature Date: / /



General inquiries

02 6324 5291
8am – 6pm Monday - Friday
support@tweakgeekit.com.au
<http://www.tweakgeekit.com.au/contact-us>

Accounts and billing

02 6324 5291
10am – 4pm Monday - Friday
accounts@tweakgeekit.com.au
<http://www.tweakgeekit.com.au/support>

Technical support – business hours

02 6324 5291
8am – 6pm Monday - Friday
support@tweakgeekit.com.au
<http://www.tweakgeekit.com.au/support>

Technical support – after hours

02 6324 5291 (24/7 support customers only, pin authentication required)
support@tweakgeekit.com.au
<http://www.tweakgeekit.com.au/support>