

Our Customer Relationship Agreement HOSTING & DOMAINS SERVICE DESCRIPTION

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Rules of interpretation and capitalised terms used in this Service Description are defined in the General Terms of this CRA.

1. ABOUT THE HOSTING & DOMAINS SERVICE DESCRIPTION

Our Customer Relationship Agreement

1.1 This is the Service Description of our CRA under which we supply hosting and domain Services to you.

The General Terms of our CRA, and the other documents listed in clause 1.2 of the General Terms, also apply to the Service.

Service options

1.2 The Service comprises the following Service options:

- (a) domain name registration;
- (b) web hosting;
- (c) email hosting;
- (d) Hosted Exchange;
- (e) virtual private servers (**VPS**); and
- (f) business cloud.

The features of all current Service options are described in the Pricing Schedule.

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2. DOMAIN NAME REGISTRATION

Registration

- 2.1 If you request that we register a domain name or sub-domain name on your behalf, we will apply to register the domain name via our automated system on a first come, first served basis in accordance with the rules and policies of our chosen registrar.
- 2.2 We reserve the right to refuse registration, re-delegation and/or hosting of any domain name or sub-domain that we consider to be offensive, defamatory, illegal or otherwise inappropriate at any time.
- 2.3 You agree that your personal information, or if you are a company personal information of relevant individuals from your company, relating to the domain name will be listed in the public registry for your domain name.
- 2.4 You must ensure that your requested domain name and application details comply with the requirements of our chosen registrar.
- 2.5 The registration and ongoing use of the domain name is subject to the requirements of the relevant registrar. You are responsible for ensuring that you are aware of those requirements and comply with them.
- 2.6 We are not responsible for any use of any domain name by you. We will not take part in any dispute between you and any third party regarding a domain name.

Availability

- 2.7 We do not represent or warrant to you the availability of any domain name. You irrevocably waive all rights and claims that you may have against us if a domain name is not available or cannot be registered for any other reason.
- 2.8 If a domain name is not available or cannot be registered for any reason, you agree that any administration charge paid by you to us for applying to register the applicable domain name will not be refunded to you.

Re-delegation

- 2.9 If you request the re-delegation of a domain name, you warrant that either:
- (a) you are the legal owner of the domain name; or
 - (b) you have the authority of the owner of the domain name to request the re-delegation.

Renewal

- 2.10 If we register a domain name on your behalf, we will renew that domain name at your request if:
- (a) the domain name is an open .au domain name (i.e. any .com.au, .net.au, .org.au, .asn.au, or .id.au domain name) where Connect West is the registrar;
 - (b) the domain name is a gTLD domain name (i.e. any .com, .net, .org, .biz or .info domain) where Melbourne IT or DistributeIT is the registrar; or

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- (c) the domain name is a co.nz domain that has been registered through Domainz Limited.
- 2.11 If your domain name is hosted by us but does not fall into one of the categories in clause 2.10 above, then we will not renew your domain name on your behalf. It will be your responsibility to renew the domain name.
- 2.12 If we register, renew or re-delegate a domain name on your behalf, we will notify you of the amount payable and the payment due date. If we do not receive payment of that amount by the due date we reserve the right to cancel the domain name and all other associated services.
- 2.13 We are not liable to you for any loss, cost, liability or damage suffered or incurred by you in relation to the expiry of a domain name.

3. EMAIL HOSTING

- 3.1 If you request that we provide you with our email hosting service, we will do so on the terms set out in this clause 3.

Use of the email hosting service

- 3.2 We will provision the initial environment. You are responsible for the administration of all other aspects of your email service.
- 3.3 Each mailbox may only be accessed by one natural person. You must not allow multiple people to simultaneously use a single mailbox.
- 3.4 You must not, and must ensure that other persons do not, use automated software to retrieve mail from a single mailbox and distribute that mail to multiple people locally.
- 3.5 You must not resell your email service without our prior written consent.
- 3.6 We will only provide technical support in relation to the email hosting service to the account holder.

Spam filtering

- 3.7 You acknowledge that without prior notice to you, we may filter email delivery for spam to accounts hosted by us. Due to the nature of spam filtering software, we cannot guarantee that all spam will be filtered and that all non-spam will not be filtered. You will need to monitor filtered email regularly.

4. HOSTED EXCHANGE

- 4.1 If you request that we provide you with the Hosted Exchange service, we will do so on the terms set out in this clause 4.

Use of the Hosted Exchange service

- 4.2 We will provision the initial environment. You are responsible for the administration of all other aspects of your Hosted Exchange service.

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- 4.3 Each mailbox may only be accessed by one natural person. You must not allow multiple people to simultaneously use a single mailbox.
- 4.4 You must not, and must ensure that other persons do not, use automated software to retrieve mail from a single mailbox and distribute that mail to multiple people locally.
- 4.5 You must not resell your email service without our prior written consent.
- 4.6 We will only provide technical support in relation to the Hosted Exchange service to the account holder.

Spam filtering

- 4.7 You acknowledge that without prior notice to you, we may filter email delivery for spam to accounts hosted by us. Due to the nature of spam filtering software, we cannot guarantee that all spam will be filtered and that all non-spam will not be filtered. You will need to monitor filtered email regularly.

Memory limitations

- 4.8 Mailbox storage capacity for each Hosted Exchange plan is set out in the Pricing Schedule. It is your responsibility to monitor the storage capacity for your individual mailboxes. Email messages that exceed the storage capacity for a particular mailbox when received may be permanently lost.
- 4.9 Individual email messages that exceed 30MB (including attachments) may be permanently lost.

Deleted items retention

- 4.10 You will be able to recover deleted email messages (other than email messages that have been permanently deleted) for a period of 7 days from the day the message was deleted.

Billing

- 4.11 You will be charged a recurring monthly fee for your Hosted Exchange service based on the number of active mailboxes connected to your service. Mailboxes that are active for only a portion of the relevant billing period will be charged on a pro-rata basis.
- 4.12 You are responsible for the creation and deletion of mailboxes. Charges will apply for every active mailbox created via the control panel for your Hosting Exchange service. You must take reasonable care to ensure that your account details are kept secure to prevent unauthorised creation, modification and deletion of mailboxes.

5. VIRTUAL PRIVATE SERVERS (VPS) AND BUSINESS CLOUD

- 5.1 Unless purchased from us as part of the Service, you must ensure all components of your VPS and/or business cloud Service are patched regularly and appropriate virus scanning and removal tools are installed and operational. You will be liable for the cost of mitigating or eradicating any viruses found on your VPS and/or business cloud Service that have not been introduced by us or our Suppliers.

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5.2 You are responsible for all content and data contained within websites or applications hosted as part of your VPS and/or business cloud Service.

6. BACK UP

6.1 You are responsible for keeping a copy of all content and data stored by you in connection with the Service. We are not responsible for any loss, corruption or recovery of any data stored in connection with the Service.

7. SYSTEM AND NETWORK SECURITY

7.1 You must not, and must not allow any other person to, interfere with the security of our systems, networks, software or infrastructure, including by:

- (a) accessing data unlawfully or without consent;
- (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";
- (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
- (e) taking any action in order to obtain services to which you or the other person are not entitled.

7.2 Without limiting any of our other rights to suspend the Service, we may immediately and without notice suspend the Service if a breach of security of your equipment results in malicious network activity originating from you.

8. CONTENT

8.1 You are responsible for obtaining any and all necessary licences, consents, authorisations and approvals to enable you to lawfully use any intellectual property rights in connection with the Service, including (without limitation) consents in respect of any proposed domain name or other intellectual property rights being used by you.

8.2 All hosted content or data stored by you as part of the Service is your property and responsibility. We claim no ownership over, and assume no responsibility in respect of, any of this content or data.

8.3 You warrant that neither you, nor any third party you permit to use the Service, nor any third party who uses the Service through your access information (whether authorised by you or not), will use the Service for an unlawful purpose or interfere or disrupt other network users, network services or equipment. The definition of disrupt includes, but is not limited to, unsolicited advertising, falsification of identity, harassment of other users or compromising the security or integrity of passwords or network information.

8.4 Without limiting any of our other rights to suspend or cancel the Service, we reserve the right to suspend or cancel the Service if we become aware of a dispute between

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you and any third party regarding content or data stored by you as part of the Service or a domain name that we host on your behalf.

9. SOFTWARE

9.1 This clause 9 applies where we provide you with access to third party software as part of the Service (**Software**).

Access

9.2 We hereby authorise you to access the Software for the purposes of the Service via login details to be provided to you by us.

Restrictions

9.3 You must not, and must ensure that other persons do not:

- (a) copy, translate, modify or develop the Software or merge all or any part of the Software with any other software;
- (b) disassemble, de-compile, reverse engineer or otherwise attempt to discover or deduce the mechanism, methods of operation, specifications, source code, file formats or communications protocols used by the Software;
- (c) alter, obscure, remove, interfere with or add to any of the trade marks, trade names, markings or notices affixed to or contained in the Software; or
- (d) permit any other person to do any of the foregoing.

9.4 You will be solely responsible for the use, supervision, management and control of the Software to which access is provided as part of the Service.

9.5 You must ensure that, at all times when the Software is accessed by you that the Software is protected from misuse, damage, destruction or any form of unauthorised use.

9.6 You agree that you will comply with all Software licence terms and conditions notified by us from time to time (including updates to the existing terms and conditions).

10. IP ADDRESSES

10.1 All IP addresses allocated to you with the Service are:

- (a) the property of us and/or our Suppliers;
- (b) allocated to you on a temporary basis; and
- (c) not portable.

10.2 We may change an IP address allocated to you with reasonable notice. Where we do so, we will seek to minimise any inconvenience to you.

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- 10.3 Following termination of the Service, you will have no right to the IP addresses allocated to you. Any change that you need to make to your IP addresses following termination is your sole responsibility.

External (or Static) IP Addresses

- 10.4 It is your responsibility to determine whether or not an external IP address is suitable or required. We reserve the right to refuse a request or withdraw an external IP address at our discretion.
- 10.5 Once an external IP address has been allocated to you, it cannot be changed except in exceptional circumstances.
- 10.6 From time to time, a new external IP address may be allocated to you (for example, due to unforeseeable circumstances, changes to your account or Service, moving interstate, etc). We will endeavour to maintain your external IP address where possible. However, we reserve the right to re-assign a different external IP address if we consider it necessary. We will provide you with 30 days' notice should there be any changes to your external IP address.
- 10.7 You are responsible for all traffic to and from the external IP address, including but not limited to malicious attacks (e.g. denial of service), and we will not be liable for any loss, damage or inconvenience caused as a result of an external IP address becoming compromised. Where required, you are responsible for reconfiguring any systems or devices and notifying any parties that may rely on the external IP address. If you are unable to do so yourself, it is your responsibility to arrange and pay for a contractor or technician to do so.
- 10.8 The external IP address allocated to you remains our property. If we determine that you are misusing the Service, the external IP address may be changed or removed.
- 10.9 You must pay the applicable charges for each external IP address allocated to you as set out in the Pricing Schedule.

11. TAKE-DOWN NOTICES

- 11.1 If you receive any take-down notice or other direction relating to content or data stored on our server from the Australian Communication and Media Authority, the Telecommunications Industry Ombudsman or another regulatory authority, you must:
- (a) notify us immediately; and
 - (b) promptly comply with the requests set out in the notice or direction.

12. INTELLECTUAL PROPERTY

- 12.1 We and/or our Suppliers own all intellectual property rights in any documents, processes and/or software that we provide to you as part of the Service. To the extent that we own the intellectual property rights in that material, we grant you a non-exclusive, non-transferable licence to use that material solely for purposes of receiving and using the Service.
- 12.2 You must notify us immediately if you become aware of any infringement or suspected infringement of our intellectual property rights.

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13. SUSPENSION & CANCELLATION

Suspension

- 13.1 If your Service is suspended in accordance with our CRA, any information hosted by us as part of the Service may be removed permanently or temporarily held subject to the cause of suspension being remedied.

Cancellation

- 13.2 If your Service is not subject to a contract term, you may cancel the Service without reason by giving us 30 days' notice.

14. LIMITATION OF LIABILITY

- 14.1 Without limiting your rights in respect of any breach of an applicable Consumer Guarantee and to the maximum extent otherwise permitted by law, our aggregate liability to you under or in connection with this Service Description, whether in contract, tort (including negligence), by statute, for breach of a Consumer Guarantee, under an indemnity or otherwise at law or in equity, is limited to the total amount paid by you to us for the Service.

15. INDEMNITY

- 15.1 You indemnify us and our respective officers, employees and agents (the **Indemnified**) from and against any loss, damages, costs or expenses suffered or incurred by, or awarded (or agreed to be paid by settlement or compromise) against, any of the Indemnified arising from or in connection with:
- (a) use of the Service by you or any person whom you permit to use the Service or who accesses and uses the Service through your access information (whether authorised by you or not); or
 - (b) any third party claim that relates to data stored by us in connection with your account (including hosted content, any data stored on our storage platform and any software or configuration data you install on our service platform).
- 15.2 To the extent that the indemnities under clause 15.1 are in favour of our officers, employees and agents, we contract as trustee of the rights of those other persons under those indemnities.

16. PRIVACY AND SECURITY OF YOUR HOSTING AND DOMAINS SERVICE

Privacy Statement

- 16.1 Our Privacy Statement, which can be found on our Website, applies to this Service Description.

Access to information we hold about you

- 16.2 You agree that we may access, use and or disclose your account information and data stored by us in connection with your account if legally required to do so, or if it is reasonable necessary to:

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- (a) comply with a legal process or request;
- (b) enforce this agreement
- (c) investigate any security, fraud or technical issues; or
- (d) protect our rights, our users or the public, as required or permitted by law.

16.3 Solely in order to satisfy regulatory obligations and licensing requirements, where necessary, we and/or the third party owners of any intellectual property rights contained in any part of the Service, reserve the right at any time to monitor and audit your use the Service. You must provide reasonable assistance where required so as to reasonably comply with any regulatory obligations or licensing requirements.