



WEBSITE HOSTING TERMS AND CONDITIONS

Continuous IT Service Provision — Tecky

These terms and conditions are the contract between you ("**the Client**") and **Peter Bishop**, trading as **Tecky** ("we", "us", "our"), of Macksville NSW 2447, for the provision of website hosting and related IT services ("the Services").

By engaging us for hosting, or continuing to use hosting we provide, you agree to be bound by these terms. Where a separate *Master Services Agreement* or project *Schedule* exists between us for the same site, that agreement governs the build/project work, and these terms govern the ongoing hosting relationship specifically. Where the two conflict, the *Master Services Agreement* prevails.

1. Definitions

- "Services" means the hosting, server administration, and related technical services we provide.
- "Client Site" means the website(s) we host on your behalf under these terms.
- "Content" means all material — text, images, data — that makes up the Client Site.

2. Basis of Contract

We agree to host the Client Site as described in your project Schedule or hosting quote. The contract for hosting begins when we receive your first payment, or your written confirmation accepting these terms, whichever is later.

So far as we license our own intellectual property (including SonaCMS) for use on the Client Site, that licence is governed separately by the applicable SonaCMS End User Licence Agreement, not by these terms.



3. Fees and Renewal

Hosting fees are as set out in your quote or Schedule, payable annually unless otherwise agreed.

- At least 4 weeks before your hosting period expires, we will email you a renewal notice and invoice for the next period.
- Hosting does not auto-renew without your action. We will not take payment automatically; you confirm renewal by paying the invoice or replying to confirm.
- If we do not receive payment or confirmation within 14 days of expiry, we may suspend the Client Site until payment is received.

4. Your Content

You retain full ownership of all Content on the Client Site. We claim no rights over it beyond what is needed to host and technically maintain it on your behalf.

You are responsible for ensuring Content you publish does not infringe any law or any third party's rights (including copyright, trademark, or privacy). You indemnify us against any claim arising from Content you have published.

We do not moderate or review Content on the Client Site. If we become aware Content is unlawful, we will contact you to request its removal, and may suspend access to the affected page if it is not resolved within a reasonable time. Ownership of the design and build of the Client Site is set out in the Master Services Agreement.

5. Backups, Access, and No Lock-In

Your Client Site is built on SonaCMS, which stores the entire site as ordinary files with no proprietary database. As a standard part of the Services, and at no additional charge, we provide the following:

- You can download a complete, working copy of the Client Site at any time, directly from the admin panel.
- We also send a full backup of the Client Site to your nominated email address each month.
- If you ever need a copy and cannot retrieve it yourself, you may ask us and we will provide one within 3 business days.

The software that runs the Client Site (SonaCMS) is openly published and documented. A copy of the Client Site can be taken to, and run on, another host by any competent web developer, so the continued operation of your website does not depend on us specifically remaining available. There is no proprietary system or account that only we can access. Your licence to run SonaCMS on the Client Site continues after hosting with us ends [at no further charge], and each backup includes plain-language notes explaining how the site is put together.



Suspension or termination of the live hosting service (for example, for non-payment under clause 3) does not affect your right to receive a copy of your Content as described above.

The above does not make us responsible for data loss arising from your own actions (including edits made through the Client Site's admin panel) or from third-party services you connect to the Client Site.

6. Bandwidth, Storage, and Acceptable Use

Hosting is provided for normal business website use. If your Client Site's bandwidth or storage use significantly exceeds what is reasonable for a standard business website, we may discuss additional charges or limits with you before any action is taken.

You agree not to use the hosting to distribute unlawful content, malicious code, or material that infringes another party's rights, and not to use server resources in a way that puts other hosted sites at risk.

7. Interruption to Services

We will give reasonable notice of planned maintenance where practical. We are not liable for interruptions caused by circumstances beyond our reasonable control, including issues with our upstream hosting provider.

8. Disclaimers and Limitation of Liability

All implied warranties not required by law are excluded. The Services are provided "as is"; we do not warrant they will be uninterrupted or error-free.

Our total liability to you under these terms, however it arises, is limited to the hosting fees you have paid us in the preceding 12 months.

We are not liable for indirect, consequential, or economic loss (including lost profits, business, or goodwill), even if such loss was foreseeable.

Nothing in this Agreement limits liability for death or personal injury caused by negligence, or any liability that cannot be excluded by law.

9. Termination and Handover

Either party may terminate hosting with 28 days' written notice. If you materially breach these terms (including by non-payment) and do not remedy the breach within 14 days of our written notice, we may terminate without further notice.

When the Services end, for any reason, we will provide a current and complete copy of the Client Site, and we will not withhold your Client Site, Content, or data. You are free to move



the Client Site to another host at any time, including while any dispute between us remains unresolved.

Your right to access and take a copy of your own Content is not conditional on payment and will not be withheld as leverage in a dispute. Ending the Services or moving the Client Site does not cancel any fees properly due for work already performed or for the current notice period, which remain payable; that is a separate matter from your access to your own Content.

We will retain a copy of your Client Site data for 30 days after the Services end, in case you need it, and then securely delete it from our servers. Let us know if you would prefer it deleted sooner.

10. Domain Names (where applicable)

If we register or manage a domain name on your behalf, the following applies in addition to the terms above:

- Any domain name we register for you is registered in your name. You are the registrant and legal holder, and we act only as your technical and billing contact.
- On request, we will provide the domain's transfer code, or move the domain to an account you control, within 3 business days. This is not conditional on payment and will not be withheld as leverage in a dispute.
- You are responsible for providing accurate registrant information and confirming it is correct once registration is complete.
- We will send renewal reminders where we are the registered billing contact; if a domain is not renewed due to inaccurate contact details or a missed notice, we are not liable for any resulting loss.
- If you transfer a domain away from our management, related email and hosting services tied to that domain may be affected, and we are released from further obligations relating to that domain from the date of transfer.



11. General

- This Agreement is governed by the laws of New South Wales, Australia.
- Disputes will first be addressed through good-faith negotiation, then mediation, before either party commences legal proceedings.
- If any clause is found unenforceable, the remainder of this Agreement continues in effect.
- Notices may be delivered by hand, post, or email, and are deemed received within 24 hours (email) or 72 hours (post).
- We may amend these terms by giving you at least 28 days' written notice. If you do not accept an amendment, you may end hosting under clause 9 before it takes effect [and we will refund the unused part of any prepaid hosting fee]. No amendment will reduce your rights under clauses 4, 5 and 9 during a hosting period you have already paid for.

Accepted for the Client:

Name: _____

Title: _____

Date: _____

Signature: _____