## **Our Policy**

You agree to use all Media Stop / Net9 services and facilities at your own risk.

Media Stop / Net9 specifically disclaims all warranties of merchantability and fitness for a particular purpose.

Media Stop / Net9 under no circumstances will be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential, or other damages.

Customer agrees that it shall defend and save Media Stop / Net9 from any loss to anyone or any organisation direct or indirectly, both financial and legal.

Customer will not put Media Stop / Net9 or members in harm's way.

Customers will comply with all legal requirement for their Services/Content/Data on Media Stop / Net9 servers and services.

Customers are not permitted to host or illegal products, materials and services using Media Stop / Net9 services. Media Stop / Net9 will immediately suspend their services without any responsibility or liability.

# Billing

Subscriptions services such as Domains, Hosting, SSL Certificates is handled via automated system.

Invoices are issued primary account holder.

It is responsibility of the customer to ensure all contact details are up to date and accurate. Media Stop / Net9 accept no responsibility for accounts that are affected by inaccurate contact details.

We accept PayPal, Square, Visa, Master Card and Bank Transfer, some exceptions may apply. Clients should be aware of these 2-3 days processing times when paying via bank transfer, to avoid delays in services.

Payment terms are subject to change without notice

Prices may change without notice.

## Late Payments

Disclaimer: Media Stop / Net9 reserves the right to alter any terms below and take further action on overdue outstanding invoices.

Remittance advise should be sent when manual payments are made, advise should be sent to "accounts@mediastop.com.au"

Suspended sites will be charged a reactivation fee of \$17.50. Reactivations may take up to 48 hours occur.

Suspended accounts due to late payment, must be paid in full for reactivation, including any additional fees that may have applied.

Late fees and Office Admin Fee will be applied to invoices outstanding more than 30 days and will continue accumulating for three months where if not fulfilled will be sent to collection agencies with addition of costs and collection fees. Late fees for Hosting/Domain/SSL are currently at 2.9% and late fees for other services such as design and development are at minimum 10% each 30 days. Additional to Late fees are office/staff fees of \$11/invoice regenerations.

#### Service Termination

Media Stop / Net9 reserves the right to terminate any service/s or a site is in breach of any of the policies outlined in this document and Australia legislation.

Reversal of termination may be permanent and not be possible to recover. Cost or possible reversal will vary by nature.

# Domains and Late Payments

Media Stop / Net9 does not accept any liability for lost or unregistered domains. Customer must follow up required renewal notices and payments requests for domain renewal or registrations.

#### Refunds

Under normal operating procedures, Media Stop / Net9 does not offer refunds on any Hosting, Domain, design or development related services.

SSL Certificates are not refundable. SSL Certificates are only installable, installation cost may apply depending on agreements.

All refunds will be subject to a processing fee amounting to 10% of the invoice total or \$6, whichever is greater. This will be deducted from the refunded amount.

### Design and Development Quotation

Initial payment of 50%

Follow up payment of 25%

Final payment before launch of 25%

All/Any payments are non-refundable.

Services related will generate cost on unpaid invoices.

Extra work unless stated in quotes are charged at an hourly rate of (Currently \$195/Hour) Project termination will not change payment fees or terms.

#### Design – Process

Designs are quoted and based on client request Extra requests are hourly chargeable Stop:

Step:

Client will provide all design variables and request.

Communications are all through email and recorded.

Materials are transmitted using Media Stop preferred method.

Voice communications are last resource and may be chargeable.

During the build process, our design team will discuss the function, style and layout of your website or project.

Alteration during development is charged at hourly rates.

There will be opportunities to make minor changes to fine tune.

All materials, design requests should be provided to Media Stop / Net9 before development commencing.

#### Acceptable Use Policy

All services provided by Media Stop / Net9 may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any

Federal, State or City law is prohibited.

This includes, but is not limited to: copyrighted material

The subscriber agrees to indemnify and hold harmless Media Stop / Net9 and its employees from Offending content or users will be suspended from our network

Pornography is prohibited on all Media Stop / Net9 servers. This includes sites that include sexually explicit or hardcore images and/or advertising.

Sites and materials run on Media Stop / Net9 services is not allowed to interrupt Media Stop / Net9 services or others on the network inside and outside.

Customer is responsible for Backups

Customer is liable for any loss to Media Stop / Net9, third party providers, others with no exceptions.

Illegality In any form, including copying of copyrighted material or software, distributions of illegal kind data, services, materials, harassment, fraud, trafficking are legally prosecutable.

## Fair Use Policy

Media Stop / Net9 offers limited Bandwidth on some Hosting Packages.

Media Stop / Net9 offers limited Space on some Hosting Packages.

Service/s will be suspended if unreasonable usage occurs.

# Malware and Viruses and Damaging Scripts

Any scripts, spam material and communication. Malware presents will suspend the services and will have a charge for reversal, extend dependant.

## Backups

Media Stop / Net9 maintains server OS and security and it backs up the platform. Media Stop / Net9 does not backup individual hosted domain and data, it is customer responsibility to backup or obtain backup services from Media Stop / Net9.

Media Stop / Net9 does provide few different backup packages and can administer on behalf of customer. Package prices differ depending on backup size and frequency.

## Server Uptime

Media Stop / Net9 guarantees 99% uptime of all services, including email and hosting. In the event we do not achieve these targets, partial or whole refunds or account credits may be applicable.

## Scheduled Server Software Upgrades

Time to time, our Server technical department will update server software, this is to increase security and debugging. Note this period is not included in server uptime.

### Limitation of Liability

Media Stop / Net9 shall not be responsible for any claimed damages, including incidental and consequential damages, which may arise from Media Stop / Net9 servers going off-line or being unavailable for any reason whatsoever. Furthermore, Media Stop / Net9 shall not be responsible for any claimed damages, including incidental or consequential damages, resulting from the corruption or deletion of any web site from one of Media Stop / Net9 servers. All damages shall be limited to the immediate termination of service.

#### Disclaimer

Media Stop / Net9 is not liable for system downtime, crashes, or data loss.

Media Stop / Net9 is not liable for any predicted estimate of profits in which a client would have gained if their site was functioning.

Media Stop / Net9 retains the right to change any or all of the above Policies, Guidelines, and Disclaimer without notification.

Privacy Policy governs the way Media Stop / Net9 collects, uses, maintains and discloses information collected from users of this Web site (each, a "User").

### Privacy

Users' privacy is very important to Media Stop / Net9. We are committed to safeguarding the information Users entrust to Media Stop / Net9.

Media Stop / Net9 uses collected personally identifiable information from Users through online forms for ordering products and services.

Media Stop / Net9 also collect information about how Users use our Web site by tracking the number of unique views received by the pages of the Web site or the domains from which Users originate.

Media Stop / Net9 uses "cookies" to track how Users use our Web site.

#### How We Use Information

Media Stop / Net9 may use collected details to contact Users regarding products and services offered by Media Stop / Net9.

Media Stop / Net9 will not be sell collected details.