



Aspire Web Terms of Service

1ST July 2016

ASPIRE WEB PTY LTD

These terms of service (“Agreement”) are a legal agreement that govern your use as a client of the services provided by Aspire Web Pty Ltd (ABN 77 613 136 075). By using or continuing to use the Services, you indicate your assent to this Agreement.

Please read these Terms of Service Carefully

1. Terms of Service

1.1 Definitions

- (1) “We”, “us”, “our” means Aspire Web Pty Ltd and its employees or agents.
- (2) “Aspire Web” means Aspire Web Pty Ltd.
- (3) “Client” means the entity or person that signs up a product or service with Aspire Web.
- (4) “You” or “Your” refers to a client of Aspire Web.
- (5) “Service”, “Services” or “Service(s)” means any service(s) or product(s) the Client has signed up to use. This can include, but is not limited to, hosting service, virtual servers, dedicated servers, SSL certificates, domain name registration, search engine optimisation, search engine marketing.
- (6) “Aspire Panel” refers to the Aspire Web Control Panel that allows for, but not limited to managing, billing, services, orders and support tickets.
- (7) “Ticket” refers to a message submitted by the Client or Aspire Web through Aspire Panel.
- (8) “Infrastructure” means any hardware or service utilised by Aspire Web to provide service(s) to clients or internally.

1.2 General

- (1) These are the terms upon which the parties agree for Aspire Web to provide the service(s) to the Client. In addition to these terms, you must also comply with:
 - a) Acceptable Use Policy; and
 - b) Our Privacy Policy.
- (2) The Client acknowledges and accepts that they have read the Privacy Policy found on Aspire Webs’ website, prior to entering into this agreement.
- (3) The Client agrees to enter a legally-binding agreement with Aspire Web on the basis of every provision in this Terms of Service. Some products or services may have additional Terms and/or Conditions, which will be disclosed to you at the time you sign up for those products or services. In the event of discrepancy between these Terms and those further Terms and/or Conditions, the latter shall prevail.
- (4) The agreement commences from when the Client engages Aspire Web services and will continue until terminated in accordance with the Terms of Service. Client agrees to a month to month contract term unless otherwise stated in the service offering (including, but not limited to, domain names, SSL certificates, special services with an agreed term), or otherwise agreed in writing. The month to month contract for services is automatically renewed each month in perpetuity subject to cancellation by the Client as per this agreement.
- (5) All services provided by Aspire Web are to be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian Federal, State or Local laws is prohibited. Clients should also adhere to the laws applicable in the jurisdiction in which they reside. This includes, but is not limited to, material we judge to be threatening or obscene, material that jeopardises national security, material which may

plausibly result in civil or other liability against you or us, or material protected by copyright or other laws. The client agrees to indemnify Aspire Web, from any claims, damages and/or losses resulting from the client's use of Aspire Web's products or services.

- (6) These Terms of Service are subject to change at any time. Change to this agreement will be deemed to take effect immediately upon it being published on Aspire Web's website.
- (7) Anything not listed in the Terms of Service or any other agreements between Aspire Web and our client is open to interpretation and change by Aspire Web without prior notice.
- (8) These terms constitute the entire agreement between Aspire Web and the Client and supersede prior agreements.
- (9) The client agrees that these terms and conditions are governed by the laws of Victoria, Australia, and agrees to the exclusive jurisdiction of the Courts of that state.

1.3 Service

- (1) Aspire Web provides an array of IT solutions for a business to host its website, emails and applications in the cloud by taking care of the software required to host its clients' website.
- (2) Aspire Web shall use reasonable endeavours to supply the services in accordance with the Client's contract until the service is terminated in accordance with these Terms of Service.

1.4 Payment

- (1) The Client must pay for the supply of services or goods under this agreement as per the Order Summary on the website or the invoices provided to the Client by Aspire Web and in accordance with published prices or prices provided in a customised quotation to the Client.
- (2) The Client shall make payment according to the Tax Invoice rendered. Should a time frame not be stipulated on the Tax Invoice, the Client must make payment within seven (7) days of the date of the Tax Invoice.
- (3) Charges to the account will begin on the day the order is processed, regardless of the account billing date.
- (4) If the Client fails to make payment in accordance with Clause 1.4, Aspire Web shall be entitled to:
 - a) Require the payment immediately;
 - b) Charge default interest at the rate of 15% per annum on all overdue amounts calculated on a day to day basis on any monies due but unpaid, such interest to be computed from the due date for payment and the parties agree that such default is not a penalty but is a true measure of damages incurred by Aspire Web. Payments received from the Client will be credited first against any default interest and all such charges shall be payable upon demand;
 - c) Claim from the Client all costs relating to any action taken by Aspire Web to recover monies or goods due from the Client including, but not limited to, any legal costs and disbursements;
 - d) Suspend, disconnect and/or deny access to any service, support and/or management;
or
 - e) Terminate any agreement in relation to services rendered;
- (5) The Client shall not be entitled to set off against, or deduct from the contract sum, any sums owed or claimed to be owed to the Client by Aspire Web nor to withhold payment of any invoice because part of that invoice is in dispute.
- (6) Aspire Web reserves the right to cancel/decline any order/request/quote that is suspected to be fraudulent activity.

-
- (7) It is solely the Clients' responsibility to ensure all the details and payment method of their billing accounts are correct and up-to-date and to ensure their invoices with Aspire Web are paid on time.
 - (8) Any reference to prices is in Australian currency, unless stated otherwise.
 - (9) Upgrades and Downgrades
 - a) There may be a fee involved in upgrading or downgrading an account, package or service. A quote may be given prior to commencing the transition.
 - (10) Refunds
 - a) All charges are non-refundable and non-negotiable.
 - b) Aspire Web offer a 14-day money back guarantee for specific hosting plans (shared hosting accounts only). Virtual Private Servers are not eligible for the 14-day money back guarantee. For a client to claim the money back guarantee they must provide written notice of intent to cancel prior to the end of the 14-day period. Aspire Web will refund the money within a reasonable time.
 - c) Accounts terminated due to a violation of these Terms of Service are not eligible for refunds

1.5 Customer Warranties

- (1) You warrant that:
 - a) You have the power and authority to enter into this agreement on behalf of the Client;
 - b) All the details and payment method of your billing accounts are correct and up to date;
 - c) You have the power and authority to enter into this agreement on behalf of the Client and will indemnify Aspire Web for any breach of this agreement by the Client;
 - d) At the time of entering into these Terms of Service, you are not relying on any representation made by us which has not been expressly stated in this agreement or in writing;
 - e) You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations for content uploaded to your web site;
 - f) You will provide Aspire Web with alternate contact details that are external to Aspire Web;
 - g) You will provide accurate and prompt responses to Aspire Web's requests for any information or documentation reasonably required by Aspire Web to perform the services;
 - h) You are responsible for the content on your website; and
 - i) Any application uploaded by you will be kept up to date.
- (2) You indemnify Aspire Web against all costs, expenses, loss or liability suffered, directly or indirectly, resulting from:
 - a) Your breach of these Terms of Service;
 - b) Your breach of the above warranties;
 - c) Your use or misuse of our services;
 - d) The use or misuse of our services by any person using your account; and/or
 - e) Publication of defamatory, offensive or otherwise unlawful material on any of your web site/s.

1.6 Our Warranties

- (1) Aspire Web's liability is limited in aggregate to the amount of fees paid by the Client on the account in a given month.
- (2) Except expressly provided for otherwise in this agreement, we exclude all liability for direct, indirect, special, consequential or punitive loss or damage of any kind, loss, inconsistency

and/or corruption of data, configuration loss, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort, under any statute or otherwise arising from or relating to this agreement, whether or not they were known or should have been known. This includes but is not limited to hardware failure, file system corruption, migration, mail not delivered, backup and restoration, software, hardware or network changes or interruptions.

- (3) Any type of statistics made available regarding your utilisation of any aspect of our infrastructure is offered for reference purposes only. This includes but is not limited to account resource usage and website visitation statistics. Aspire Web is not liable for the accuracy, reliability and timeliness of any statistics.
- (4) Aspire Web is further not liable:
 - a) Should any Internet Protocol (IP) address used by Aspire Web be blocked or blacklisted by any entity; and
 - b) For any type of security breaches to any type of account, package, service or internal system with Aspire Web.
- (5) Aspire Web does not warrant that:
 - a) Any service(s) provided will be uninterrupted or error free
 - b) That services(s) will meet your requirements, other than as expressly set out in this agreement.
 - c) The service(s) will not be subjected to hacking attempts, viruses, worms, denial or service attacks or other persons gaining unauthorised access to the service(s) or any Aspire Web system.
- (6) Unless a prior arrangement with the Client has been entered into, Aspire Web does not make or give any express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement, except in the event that a warranty is expressly indicated, in writing, by a designated member of our staff authorised to make such warranties beyond those provided for under Australian Consumer Law.
- (7) No oral or written information or advice given by Aspire Web or its resellers, agents, representatives or employees, to the client, shall create a warranty or in any way increase the scope of the express warranties hereby given beyond those provided for under Australian Consumer Law

1.7 Availability of Services

- (1) While Aspire Web will endeavour to provide stable and continuous availability of all services to the Client, Aspire Web will not be liable for any service interruptions or downtime that is incurred.
- (2) While Aspire Web will try to perform maintenance at a time that will minimize impact, Aspire Web may perform maintenance work on our infrastructure without notification.

1.8 Support

- (1) Aspire Web strives to provide industry-leading support and customer service. However, Aspire Web only provides service, support or management that is within the area of its expertise and the Service, Support and Management Scope. Aspire Web does not guarantee every ticket or request can be resolved or achieved regardless of the means by which a ticket or request was made (e.g. Aspire Panel ticket system or phone call).
- (2) Although Aspire Web will always endeavour to respond to and resolve enquiries as quickly as possible, Aspire Web does not provide guaranteed response times.

1.9 Data Management

- (1) It is the Client's sole responsibility to maintain regular off-site backups of their data. The Client will not hold Aspire Web liable for incomplete, out of date or corrupt data within our infrastructure.
- (2) For Shared Hosting Services, Aspire Web will make a reasonable effort to backup Client's data for the use of internal disaster recovery purposes. It is Aspire Web's sole discretion should it use these backups for Client recovery purposes and it may impose a charge to do so.
- (3) All settings, configuration and data in any management or control system within Aspire Web's infrastructure may not be backed up and Client's should keep an off-site copy of their settings, configuration and data.
- (4) Aspire Web is under no obligation to maintain a backup of Client's data following the cancellation or suspension of the service for any reason.
- (5) Aspire Web may exclude any server or service from their internal backups for any reason.

1.10 Client Responsibilities

- (1) The Client acknowledges and agrees as follows:
 - a) That security on the hosting account level is solely the responsibility of the account owner. This includes, but not limited to, setting complex passwords, ensuring there is no vulnerability in their website(s), web application(s) / Content Management System(s).
 - b) To follow security best practices at all times.
 - c) That they MUST NOT run any mission-critical activities in any shared environments.
 - d) That they MUST NOT run any life-critical activities in any environment of Aspire Web.
 - e) They are responsible for ensuring their computing and communication devices are not infected with viruses and malware prior to accessing Aspire Web's infrastructure or using any service or product provided/hosted by Aspire Web. Clients agree to run virus and security checks on their computing and communication devices on a regular basis.
 - f) They are expected to have basic computer and server knowledge and skills. This includes but is not limited to basic knowledge and skills of server, hardware, DNS, network and database management.
 - g) That Aspire Web assumes no responsibility on guiding and teaching any entity in regards to computer knowledge. This includes but not limited to how to operate a computing or communication device and how to access and manipulate any service or product provided by Aspire Web on any entity's own computing or communication devices.
 - h) That it is their sole responsibility to ensure any information given to Aspire Web is accurate, correct, true and up-to-date.
 - i) That they are responsible for verifying their data, account settings, DNS records, nameservers, server and/or equipment after each migration has been performed.
 - j) That it is their sole responsibility to ensure their DNS records, nameservers and/or database connection string are correctly set at all times under all circumstances.
 - k) That they must ensure they sign up/upgrade to an appropriate product or service with Aspire Web which can realistically fit their requirements.
 - l) That they ensure their accounts or services have enough resources to function properly. This includes but is not limited to the amount of disk space or RAM available.
 - m) If Clients are expecting high server load and/or traffic (this includes, but is not limited to promotions and media coverage), those Clients must notify Aspire Web at least 15 business days prior to the event taking place and must also take appropriate action to

cater for the event. This includes but is not limited to increasing hosting resources and upgrading to an appropriate package or service. Failing to do so may result in permanent service suspensions. Additional service fees may also apply.

- n) Clients who wish to send emails from their website hosted on any type of account or server are required to use SMTP authentication with a valid email account.
- o) Clients with a shared or reseller hosting package are solely responsible for the activities and processes running under their accounts.
- p) Clients with a VPS or dedicated server package are solely responsible for the activities and processes running inside their server.

1.11 Domain Names

- (1) The Client acknowledges that Aspire Web is a domain name reseller and any domain registration, renewal, transfer or changes will be processed through one of Aspire Web's domain registrar partners.
- (2) The Client acknowledges that they have read, and agree to any applicable Registrant Agreement before purchasing or ordering any domain name services from Aspire Web.
- (3) The Client understands that all domain name(s) are non-refundable once the order has been accepted and processed by Aspire Web.
- (4) Aspire Web does not warrant or guarantee that a domain name registration(s) will be approved by the Registry, irrespective of whether the invoice for the domain name(s) has been paid. The Client will take no action to respect to the requested domain name(s) until they have been notified by Aspire Web that the domain name(s) have been successfully registered and the Client has verified the registration is complete by using a public WHOIS lookup.
- (5) The Client understands their domain name(s) registration and on-going use may be subject to the relevant naming authority terms of service and/or registrant agreements. The Client is responsible for ensuring that their domain name(s) adhere to the relevant terms of service and/or registrant agreements.
- (6) The Client waives any right to make claim against Aspire Web in respect to a decision made by any Registry or Regulatory body to refuse registration, renewal, transfer or continued use of a domain name.
- (7) The Client acknowledges that Aspire Web is not obligated to renew a domain name if the client has:
 - (8) not confirmed with Aspire Web that the domain name is to be renewed, or
 - (9) The invoice for renewal has not been paid in full, or
 - (10) It is determined that the Client does not satisfy the eligibility criteria to continue holding the domain name license.
- (11) In any circumstance the Client will not hold Aspire Web liable for any loss or damages. All renewal requests must be done through Aspire Panel or Aspire Web website domain renewal link and it is the Client's responsibly to confirm that the renewal request has been processed successfully.
- (12) Aspire Web reserves the right to decline a domain name registration, renewal or transfer if the Client is in breach of the Terms of Service or any applicable registrant agreement or if the client has other unpaid invoice in their account.
- (13) The Client is responsible to ensure that the contact information is kept up to date on every domain name. As per the reseller agreements and/or policy Aspire Web will use the Registrant contact information to advise the Client of any information regarding their domain name, including but not limited to pending expiry, renewal and transfer requests.

1.12 Shared Hosting

Clients must be aware that due to the nature of shared hosting environments (shared servers and VPS hardware nodes), a dedicated server is required if clients wish to achieve greater isolation and flexibility of their hosting environment.

1.13 Contacting Aspire Web

- (1) The most efficient and effective way of contacting Aspire Web is by submitting a ticket using Aspire Panel. If contact is made via email, it is Aspire Web's sole discretion should we create a ticket on the Clients behalf or respond to such correspondence.
- (2) Aspire Web holds no responsibility on any ticket correspondence that is blocked by any spam-filtering mechanism.
- (3) To help ensure redundancy, clients are advised not to use any email account hosted within Aspire Web's infrastructure as the primary contact e-mail address. Aspire Web cannot be held liable for any lost communications as a result of clients failing to use a non-Aspire Web hosted e-mail address as their primary contact address.
- (4) Clients must regularly check the junk/spam folder of their email account. Aspire Web is not responsible for any emails from the official email addresses of Aspire Web that are blacklisted or placed in the junk/spam folder.
- (5) Clients are advised to whitelist the following official email addresses of Aspire Web:
support@aspireweb.com.au
accounts@aspireweb.com.au
sales@aspireweb.com.au
domains@aspireweb.com.au
care@aspireweb.com.au

1.14 Security of Information

No data transmission over the Internet can be guaranteed as totally secure. Aspire Web does not warrant and cannot ensure the security of any information which is transmitted. Accordingly, any information which you transmit is transmitted at your own risk, and any information which Aspire Web transmits is transmitted without warranty as to its security.

Aspire Web strives to enforce security policy within the organisation and infrastructure. Clients are also expected to ensure that they keep any sensitive data in private and securely stored at their end. Aspire Web cannot be held responsible for incidents where an account holder gives any sensitive data, including but not limited to passwords, access keys or private encryption keys to a third party.

1.15 Account Termination and Cancellation Procedure

- (1) Any breach of these Terms of Service may result in immediate termination of the account. Aspire Web maintains the right to terminate accounts without prior notification and without a refund being issued.
- (2) Aspire Web may from time to time, without notice, and at Aspire Web's own discretion, suspend, disconnect and/or deny access to any service.
- (3) All cancellation or downgrade requests must be received ten (10) days before the commencement of the next billing cycle.
- (4) Billing termination will not take effect until the subsequent month's billing date.
- (5) Disabling of accounts due to overdue payment: Accounts will be disabled/suspended if payment is not received within three (3) days of the due date and the following late payment fee will be applied:
 - a) \$11 for shared hosting account
 - b) \$22 for VPS hosting account
 - c) \$55 for Dedicated Server hosting account

If your account has been disabled/suspended, you must pay all outstanding fees and late payment fee in order to re-enable your account.

- (6) Termination of accounts due to overdue payment: If the account is not paid within 14 days of the invoice date, the account will be terminated and all information within the account will

be permanently deleted and no backup will be made available to the Client. You will become liable for the overdue amount, late payment fee and the cost of collection. This will include interest on any overdue amount, calculated at the daily rate of 10% per annum, from the due date of the payment.

- (7) Cancellation Procedure: The preferred method is to submit a ticket via Aspire Web to the accounts department, alternatively valid proof of account ownership will be required to terminate an account. This includes, but is not limited to, billing information in the form of payment information, or the billing password. Non-secure information, such as the contact email address or account billing address, is not sufficient as a method of security verification. Termination of account in a given month requires at least ten (10) days' notice prior to that month's billing date, otherwise account termination and billing termination will not take effect until the subsequent month's billing date. Any notifications that you wish to discontinue service with Aspire Web must be submitted to accounts@aspireweb.com.au or via Aspire Panel and you must also confirm that you have received a confirmation email of the cancellation request.
- (8) With the exception of clients who have entered into a written contractual agreement with Aspire Web, we may end our agreement with you for any reason provided that 28 days' written notice is given to you.

1.16 Remedy

You agree that your sole and exclusive remedy to any issues relating to any account, package or service with Aspire Web is to immediately discontinue and cancel the account, package or service with Aspire Web.

If a dispute arises from or in connection with these Terms of Service, the Client must give a written notice specifying the nature of the Dispute to Aspire Web at care@aspireweb.com.au. Within 10 business days of receipt of the written notice the representatives of each party must convene with the intention of settling the dispute. If the dispute is not settled by the meeting of each party's respective representatives, then the parties must participate in mediation in accordance with this clause. The parties must agree to the appointment of the mediator, the cost of which must be borne by the party against whom the mediator's decision is made or if there is no such party, then by the party who the mediator determines is or are to bear the costs.

1.17 Associations with other Entities

Content on the Aspire Web website should not be construed to imply any affiliation between Aspire Web and any other company, with the exceptions of those entities stated to be Partners with Aspire Web (and therein to the extent specifically stated), and entities which are subjects of Customer Stories or Testimonials (which were clients of Aspire Web at the time of those stories' or testimonial's initial publication).

2. Acceptable Use Policy

2.1 General

- (1) Aspire Web is the sole arbiter of interpreting the Acceptable Use Policy and may revise the Acceptable Use Policy at any time at its own discretion without prior notification
- (2) Aspire Web reserves the right to be the sole arbiter of evaluating and determining what is deemed to be in violation of the Acceptable Use Policy and what action(s) need(s) to be taken at any time, on a case by case basis without notification, whether the case/situation is mentioned in the Acceptable Use Policy or not. This includes but is not limited to immediate suspension or termination of the account, package or service.

2.2 Overuse

- (1) Any shared hosting account using 20% or more of the server of 1 CPU core for excess of 300 seconds and/or 10% or more RAM can be immediately suspended or terminated. Any other account type using excessive server CPU or memory, the definition of which is at Aspire Web's sole discretion, can be suspended or terminated. In the case of VPS accounts, the threshold for "excessive" use will always be above any RAM and/or CPU allocations guaranteed under the respective VPS service plans. Excessive CPU/memory use restrictions do not apply to dedicated servers.
- (2) Any account that uses excessive amounts of bandwidth may be subject to bandwidth throttling and immediate suspension or termination of the account, package or service. Extra charges may also apply to the excessive usage of bandwidth.
- (3) Any account that uses excessive amounts of disk space may be subject to immediate suspension or termination of the account, package or service. It is Aspire Web's sole discretion to either remove data over your allowance and/or charge additional fees to cover the excessive usage of disk space.
- (4) Any service that uses excessive disk IO may be subject to immediate suspension or termination of the account, package or service.
- (5) Any service that has excessively long running scripts (60+ seconds) may be subject to immediate suspension or termination of the account, package or service.
- (6) Any service that runs excessively long or resource intensive database queries on any database system may be subject to immediate suspension or termination of the account, package or service.

2.3 Prohibited Content

- (1) Pornographic content is prohibited on any server within the infrastructure of Aspire Web. This includes sites that may imply sexual content, or link to adult content elsewhere. Sites that promote any illegal activity or content that may be damaging to Aspire Web servers or any other server on the Internet are also prohibited on any server within the infrastructure of Aspire Web. Links to such materials are also prohibited. This includes but is not limited to:
 - a) Copyrighted Software/Content to which you do not have legal ownership of the copyright or permission to copy from the copyright's legal owner. This includes but is not limited to distribution of music files, video files, books, e-books or any other material in which the account holder does not hold the copyright.
 - b) Hacking programs or archives
 - c) Adult sites or contents

- d) Harassing, discriminatory or provocative content

2.4 Prohibited Applications and Activities

- (1) Hosting of any of the following activity types within the infrastructure of Aspire Web is considered a violation of the Acceptable Use Policy:
 - a) Game Servers – Any game servers are strictly prohibited within our infrastructure.
 - b) IRC - IRC, Egg Drops, BNC, or IRC bots are not allowed to operate within the infrastructure of Aspire Web. Files with references to IRC or any likeness thereof are prohibited. Any software that acts like an IRC server or that provides chat functions that run as background processes are not allowed.
 - c) Proxies - We do not allow proxy servers of any kind for any purposes. Files with references to any proxy or likeness thereof are prohibited.
 - d) Port scanning – Any kind of port scanning is strictly prohibited within our infrastructure.
 - e) Spamming - i.e. the sending of unsolicited email, from any Aspire Web server or any server located in the infrastructure of Aspire Web is strictly prohibited. Aspire Web will be the sole arbiter as to what constitutes a violation of this provision. This policy also includes Opt-in/ Opt-out mail programs and mail that either directly or indirectly references a domain contained within an account at Aspire Web. In addition to termination of any account found to be in violation, there will also be a \$220 fee applied for every valid spam complaint processed by Aspire Web staff.
 - f) Media Streaming – Aspire Web does not allow media streaming on shared, reseller or VPS packages.
 - g) Background running programs - any kind of background running programs, processes or activities on shared or reseller packages is strictly prohibited within our infrastructure. (The aforementioned restriction does not apply to VPS or dedicated platforms).
 - h) Scripting shell – Scripting Shells or any likeness thereof are prohibited. Files with any reference to Scripting Shells or likeness thereof are prohibited.
 - i) Server abuse - Any attempts to undermine or cause harm to the infrastructure of Aspire Web is strictly prohibited including, but not limited to:
 - i. Logging into (or attempting to log into) a server or account that the client is not authorised to access
 - ii. Accessing data or taking any action to obtain services not intended for the client
 - iii. Attempting to probe, scan or test the vulnerability of any system, subsystem or network without any authorisation from Aspire Web
 - iv. Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorisation
 - v. Transmitting material that contains viruses, Trojan horses, worms, malware, time bombs, cancelbots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the System
 - vi. Interfering with, intercepting or expropriating any system, data or information
 - vii) Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system
- (2) The clients will be held responsible for all actions performed by your account whether those actions are performed by you or by others. All sub-networks of Aspire Web and all virtual or dedicated servers must adhere to the above policies.

2.5 Complaints handling policy

Aspire Web strives to provide a high level of service and support. If you believe these standards are not being met and would like to notify us of this, please email us on care@aspireweb.com.au

2.6 Inappropriate Conduct

Any form of abuse against the staff of Aspire Web is deemed inappropriate. Aspire Web reserves the right to determine what appropriate action should be taken in response to the abuse. Action may involve immediate termination of client accounts, packages or services without refund. Aspire Web reserves the right to refuse to deal with any abusive clients at any time. Aspire Web can take appropriate action at any time if its staff members have been the subject of any form of abuse or threat, including, but not limited to reporting the abuse or threat to law enforcement authorities.