

# Acceptable Usage Policy & Terms and Conditions

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## Acceptable Usage Policy – Terms and Conditions

This eCorner Acceptable Use Policy ("AUP") outlines the Terms and Conditions for using eCorner and ePages services including expected conduct of **eCorner's customers** ("**customer**") and outlines actions and behaviours that are prohibited under this policy.

This AUP is not exhaustive and eCorner Pty Ltd (**eCorner**) reserves the right to modify this AUP at any time, effective upon posting of the modified terms in the AUP on eCorner's website. All eCorner customers using ePages software are bound by eCorner's AUP and the ePages End User License Agreement ("EULA") which can be found at <http://www.epages.com/us/terms-conditions/>.

By registering for and using the services, and thereby accepting the terms and conditions of this AUP, the customer agrees to abide by these conditions as modified from time to time. Any violation of the AUP may result in the suspension or termination of the service or such other action as eCorner deems appropriate.

**IMPORTANT NOTE** - eCorner has the right to discontinue service (without refund), or deny access to anyone who violates this policy or undertakes illegal or malicious activities; or violates the terms and conditions shown below **WITHOUT WARNING OR PRIOR NOTICE**.

Simple user friendly summaries of conditions on the websites are provided for the benefit of the customer and are not legally binding. Please read this AUP for the full legal requirements. By using ecorner.com.au or any eCorner services or any ePages services, the customer is agreeing to the Acceptable Usage Policy, Terms and Conditions.

## Security, Abuse and Responsibility

### Network Security

Customers may not use the eCorner network in an attempt to circumvent user authentication or security of any host, network, or service. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or service the customer is not expressly authorised to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organisation's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to flooding, mail bombing or other deliberate attempts to overload or crash a host or network. eCorner will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability. The customer is solely responsible for any security breaches affecting servers or services under the customer's control. If the customer's server or website is responsible for or involved in an attack on, or unauthorised access into, another server or system, eCorner will

shut it down immediately. The customer will pay any charges resulting from the cost to correct security breaches affecting eCorner or any of its other customers.

## Server Abuse

Any attempt to undermine or cause harm to a server or customer of eCorner is strictly prohibited.

Any unauthorised use of other people's services or computers will result in a strong response by eCorner. This includes any use or attempted use of an Internet account or computer without the owner's authorisation. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning, etc.

Any unauthorised use of services or computers by an eCorner customer, whether or not the attacked service or computer belongs to eCorner, will result in action against the attacker. Possible actions include warnings, website suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

Customers may not run illicit or illegal activities, IRC, bots or clients on shared servers or execute denial of service (DOS) or distributed denial of service (DDOS) attack on or targeted at eCorner servers or resources. Unacceptable uses also include, but are NOT limited to: bulk emailing, unsolicited email, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything determined by eCorner to be unacceptable use of eCorner's services including abuse of server resources. If, through the use of the ePages Newsletter service, a customer causes the mail system to be blocked or their individual email address to be blocked, eCorner will not be held responsible and the customer may be charged for services that are required to rectify the problem.

All website and hosting services that include the following content or which have links to the following content may be terminated:

- Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism or hatred.
- Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual.
- Displaying material that exploits children under 18 years of age.
- Displaying material that is discriminatory or racially prejudice.
- Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

## Server Resource Abuse

Shared server services are limited to the amount of server resources. Shared server resource abuse includes any process or service usage that affects normal shared server operation, resources or connectivity, and which causes a server to become overloaded. Shared server resources include, but are not limited to, CPU and memory usage, number of concurrent

processes, number of concurrent port or database connections and total bandwidth. eCorner will be the sole arbiter as to what constitutes a violation of this provision. Possible causes of server resource abuse include, but are not limited to, the use of: CGI, Perl, Sendmail, MySQL, MSSQL, PHP, ASP, COLDFUSION, HTTP, SMTP, POP3 and FTP. Shared server websites are NOT allowed to send more than 2000 emails per day. If server resource abuse is detected, possible actions include, but are not limited to: disabling of the offending script or scripts, disabling of the specific service, disabling of the entire website or website cancellation. If server overload is a result of server resource abuse, these actions will be taken without prior notice or warning.

## Security Violations, Hacking and Denial of Service Attacks

eCorner reserves the right to immediately remove from internet access any website, domain name or IP Address that is considered to be the cause of, or target of, a malicious attack. We will notify the website operator or owner as soon as possible and if possible prior to the disconnection. We will work with the site owner to restore service as soon as is practical.

In the event of a major Distributed Denial of Service (DDOS) attack or if eCorner consider that there is a substantial risk arising from malicious activity eCorner may suspend access to the entire hosted environment or parts of the environment in order to protect user information and stabilise the environment.

## Unsolicited Email (Spam)

Unsolicited commercial advertisements (spam) are not allowed in email, and will likely result in service cancellation.

eCorner takes a zero-tolerance approach to spam originating from eCorner's servers or for spam advertising of domains hosted on eCorner's servers.

The following activities are not allowed:

- ▶ Unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it from the customer's domain.
- ▶ Forging, altering or removing electronic mail headers is prohibited. Any domain sending stealth spam will be terminated without warning and without refund.
- ▶ Sending numerous copies of the same or substantially similar message with the intent to disrupt a server or website or email ("mail bombing").
- ▶ Spamming Newsgroups: Commercial advertisements are unwelcome in most Usenet discussion groups and on most email mailing lists. Inappropriate posting may result in service cancellation. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated as such.
- ▶ Mail may not be used to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, the customer must not send that person any further messages.
- ▶ Providing spamware (software used to send bulk email or software used to harvest email addresses) or links to sites providing spamware is strictly prohibited and

subject to demand for removal or service cancellation.

**Note:** If the customer uses the services of another provider (including but not limited to the use of address lists obtained from a third party vendor or provider) to promote a website hosted by or through eCorner (spamvertising), then the provisions of the above Policy shall apply as if the spam were sent through eCorner's servers.

**Penalty:** Depending on the severity of the customer's or customer authorised SPAMMING, eCorner reserves the right to charge the customer an amount between \$1.00 - \$100.00 PER SPAM, sent through the network. The customer's website content will also be confiscated and it will NEVER be returned.

## CGI Scripts

Each shared Unix/Centos website hosting service comes with its own cgi-bin, in which the customer is free to use \* CGI scripts.

\*See the Server Resource Abuse section.

## Banned Scripts / Software

The following scripts, services and software are not permitted on eCorner's servers, for both Unix/Centos and Windows based scripts including:

- |                              |                    |
|------------------------------|--------------------|
| ▶ Ikonboard (all versions)   | ▶ The Anonymizer   |
| ▶ UltimateBBS (all versions) | ▶ All soap mailers |
| ▶ Egg Drops                  | ▶ BitchX           |
| ▶ psybnc (all versions)      | ▶ guardservices    |
| ▶ Proxy Servers              | ▶ ptlink           |
| ▶ nph-proxy                  | ▶ bnc              |
| ▶ Greymatter                 |                    |

Customers are not to install their own chat rooms within a shared hosting website environment, without approving it with the eCorner Support. Most chat rooms tend to be large system hogs and eCorner cannot allow this as a service option. Note: Parachat chat rooms do not apply to this rule. They are acceptable to install.

Customers are not to send more than 2000 pieces of email per day from a shared hosting website. If a customer does send more than 2000 pieces of email per day, the website will be placed on hold for Network Abuse. If the customer is sending legitimate emails and they total more than 2000 per day the website must be moved to a special server that is specifically designed to handle high volumes of email. The customer will be charged additional fees in addition to the regular hosting and website package charges if the website is moved to this server. Please contact [support@ecorner.com.au](mailto:support@ecorner.com.au) for a quote to have the website moved and domain redirected.

## Background Running Programs

eCorner may allow programs to run continually in the background. These will be considered on a case-by-case basis, must be approved by eCorner Support and an extra charge may be

incurred by the customer - based on system resources used and operational maintenance needed.

## IRC

eCorner currently does not allow IRC, IRC clients or IRC bots to be operated on any of eCorner's services or servers. In addition, IRC servers are not permitted on eCorner's network. Any customer found to be in violation of this policy risks immediate service termination.

## Provider Card Industry (PCI) Data Security Standard (DSS)

eCorner will not allow a customer to hold any credit card data or financial data on the customer's website. If the customer has concerns about PCI compliance the customer should contact their bank.

PCI DSS is a set of security standards developed by the world's major credit card companies, including MasterCard, Visa and American Express. It is aimed at businesses that process credit or debit card transactions and consists of 12 control objectives to protect data.

If a customer uses a reputable payment service provider then most of these issues will be handled by them.

The 12 key PCI guidelines to meet the control objectives are:

1. Install and maintain a firewall configuration to protect data;
2. Do not use vendor-supplied defaults for passwords or other security parameters;
3. Protect stored cardholder data;
4. Encrypt the transmission of cardholder data and sensitive information;
5. Use and regularly update anti-virus software;
6. Develop and maintain secure systems and applications;
7. Restrict access to data by business need-to-know;
8. Assign a unique ID to each person with computer access;
9. Restrict physical access to cardholder data;
10. Track and monitor all access to network resources and cardholder data;
11. Regularly test security systems and processes;
12. Maintain a policy that addresses information security.

The customer's website, hosted by eCorner (using ePages), complies with items 1 - 6. Item 2 relates to the customer's website backoffice (MBO) and that password is the responsibility of the customer. Items 7 - 12 are entirely under the customer's control as the store owner, and eCorner would urge the customer to review these items carefully. eCorner strongly recommends the use of a reputable Payment Service Provider.

If the customer has any questions about PCIDSS or the manual credit card payment method, please speak to the customer's sales representative on +61 (0)2 9494 0200. Alternatively please email [info@ecorner.com.au](mailto:info@ecorner.com.au)



## Electronic Commerce Responsibilities

The customer will be solely responsible for the development, operation and maintenance of the customer's online website (except for the initial setup and maintenance of the ePages software and any extra services that have been requested) and also all products, all contents and materials appearing online or on the customer's products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to the customer's products, (b) ensuring that the content and materials appearing within the store or related to the customer's products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to the customer's products are not libellous or otherwise illegal. The customer will be solely responsible for the final calculation and application of shipping and sales tax, or ensuring that the ePages website is configured correctly to handle pricing and tax calculations. The customer will also be solely responsible for accepting, processing, and filling their own customer orders, and for handling their own customer inquiries or complaints.

The customer is also responsible for the security of any of their own customer credit card numbers and related customer information that may be accessed as a result of conducting electronic commerce transactions through the customer's website. The customer will keep all such information confidential and will use the same degree of care and security as the customer would use with the customer's own confidential information.

eCorner supplies a shared SSL certificate that is applied to all stores that use the assigned URL, if the customer wishes to have a separate URL applied to the website and SSL security then a further cost will be incurred for the purchase of the SSL, unique IP Address, domain name, and administration costs to set it up. This process is based on current pricing from the vendors that eCorner use, plus a work effort to apply the changes required.

## Orders, Payments, Rights and Cancellations

### Payment Policies

All website packages and services are on a pre-pay basis, except for agreed excess data usage charges. eCorner requires payment to be via a payment gateway or for a credit card to be provided and kept on file for authorised payments, unless otherwise agreed. Setup fees are non-refundable. All pricing is guaranteed for the term of pre-payment. eCorner reserves the right to change prices at any time, unless other terms have been agreed upon. Any account not brought current within a week (7 days) of email notice or exceeding this time frame in any way is subject to suspension. eCorner requires 1 full billing month notification of termination (after the first year of the agreement) and payment in full for this month. The customer is responsible for all money owed on the account from the time it was established to the time plus 1 billing month that the customer notifies eCorner at [accounts@ecorner.com.au](mailto:accounts@ecorner.com.au) to request termination of services. All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of eCorner) shall be paid by the Customer.

For each online order, the customer must pay the applicable price for the relevant services confirmed by eCorner and the delivery and handling fee specified on the eCorner website at that time.

The customer's order and credit card details are safe and secure. All personal and credit card information provided to eCorner via the eCorner website is encoded using Secure Sockets Layer (SSL) technology, an encryption protocol that protects data as it travels over the Internet.

eCorner can only accept payments using the methods stated in the Orders & Payment section of eCorner's website. eCorner will not accept COD charges.

Payment must be cleared before the software and services are dispatched unless the customer has approved credit facilities with eCorner.

Prices and services offered by eCorner and ePages may vary at eCorner's and ePages' discretion.

## Orders & Delivery

All orders placed through the eCorner website are subject to confirmation and acceptance by eCorner. Generally orders will be provisioned and fulfilled within one business day or if received out of business hours then within the next business day.

eCorner may vary prices in the event of price changes or mistakes made by suppliers on reasonable prior notice to the customer. If eCorner requests payment for increased prices, the customer may cancel the order by giving notice to eCorner, which must be received within seven days of the announcement of the increase.

eCorner will deliver the services the customer orders via notification to the email address specified in the order, within the agreed time frame. Where the services are not available the customer will be notified of this by eCorner as soon as possible.

Anyone at the delivery email address who receives the services will be presumed by eCorner to be authorised to receive the services. If the services ordered include products in respect of which the law prescribes a minimum age for purchase, the customer must be over the age of 18 years (or such other minimum age as is prescribed by the law), and the customer must ensure that a person over that age is available to accept delivery of the services.

eCorner may refuse an order for any product at its sole discretion if it believes that the order contravenes the Acceptable Usage Policy – Terms and Conditions - or might be a fraudulent order.

## Termination, Renewals, Returns & Refunds

### *Cooling off and contract period*

A Cooling Off period applies. eCorner believes in secure eCommerce and will allow any new agreement (contract) for websites (Online Store Packages) and Wagtail analytics to be

terminated within the first 30 days with no further payments due. The first month payment will not be refunded.

Refunds are not available for SSL Certificates, domain or email packages.

For dedicated hosting, professional services and virtual private servers (VPS) the terms of the Work Order or other agreement (contract) shall apply.

For dedicated ePages software licences the terms of the applicable **end user licence agreement** (contract) will apply.

Agreements (contracts) for websites (hosted online store services) are for a minimum period of 12 months. Hosting and/or dedicated servers or virtual private servers with eCorner are for a minimum period of 24 months, or the term that is stipulated and agreed at the time the service was provided. If an agreement is not terminated for an acceptable reason agreed to by eCorner management then it automatically renews for further 12 month periods on each anniversary of the customer originally agreeing to its terms (i.e. the date the customer made the application). If the customer wishes to terminate the agreement after the first 12 months the customer must give eCorner written notice at least 1 full billing month before the cancellation date. At termination the customer is required to pay all outstanding invoices plus for the full billing month notification period.

Any refunds that are required will be processed only to the same method used to make the order. This includes to the same credit card number / account if the payment was by credit card. In the event that the card is lost, stolen or cancelled eCorner may require confirmation from the card provider or issuing bank for any change.

### *Cancellation*

eCorner reserves the right to cancel service at any time.

All fees paid in advance of cancellation, except for non-refundable services such as domain, email and SSL packages, will be pro-rated and paid by eCorner if eCorner institutes its right of cancellation. Any violation of policies of the above terms and conditions which results in extra costs will be billed to the customer (i.e. transfer, space, excess usage, etc.) and in this instance fees will not be refunded.

Cancellations via email will not constitute acceptance of any cancellation unless acknowledged by eCorner.

### *Liability and Obligations on Cancellation*

If the agreement (contract) expires or is cancelled for any reason, eCorner is not liable for the expiration or cancellation for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with the customer's business, or for any other reason whatsoever flowing from the termination or expiration. If the customer terminates this Agreement, eCorner will not relieve the customer of any obligations to pay fees and costs accrued before the agreement termination date or any other amounts owed to eCorner under this Agreement.

## Returns & Refunds

eCorner has an extensive dispute resolution process that must be exhausted before any refunds are issued. All refund applications will be carefully considered and given at the discretion of the eCorner's management. If an agreement (contract) is not terminated for an acceptable reason agreed to by eCorner management then it automatically renews for the next period.

## Ownership

### Intellectual Property Rights

Material accessible to the customer through eCorner's services may be subject to protection under the Australia, United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, the customer must not use eCorner or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which the customer accesses or receives through the eCorner network. If the customer uses a domain name in connection with eCorner or similar service, the customer must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

No rights relating to the Intellectual Property contained in the ePages product or any of eCorner's designs or products are given to the customer, unless specifically stated in a separate agreement. Also, eCorner reserves the right to retain all Intellectual Property rights to the customer's website until such time as all outstanding fees have been paid. No rights to the site or project (other than customer supplied intellectual property) will be assigned to the customer until all fees have been paid.

### Static / Dynamic Content Caching

The customer expressly:

- (i) grants to eCorner permission to cache the entirety of the customer's website, including content supplied by third parties, hosted by eCorner under the Agreement and
- (ii) agrees that such caching is not an infringement of any of the customer's intellectual property rights or any third party's intellectual property rights.

### IP Address Ownership

eCorner shall maintain and control ownership of all IP numbers and addresses that may be assigned to the customer by eCorner and eCorner reserves, at its sole discretion, the right to change or remove any and all such IP numbers and addresses.

### Domain Name Registration

The customer agrees to pay eCorner prior to the effectiveness of the desired domain name registration, the then-current amounts set forth in the eCorner price schedule for the initial registration of the domain name and, should the customer choose to renew the registration,

subsequent renewals of the registration. All fees are non-refundable, in whole or in part, even if the customer's domain name registration is suspended, cancelled or transferred prior to the end of the customer's then current registration term.

eCorner reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Customer's requested domain name will not be registered unless and until eCorner receive actual payment of the registration fee, and have confirmed Customer's registration in an email from eCorner to the email address indicated in Customer's registration application.

In the event of a charge-back by a credit card company (or similar action by another payment provider allowed by eCorner) in connection with the payments of the registration fee for Customer's domain name registration, Customer agrees and acknowledges that the domain name registration shall be transferred to eCorner as the paying entity for that registration to the registry and that eCorner reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. eCorner will reinstate Customer's domain name registration solely at eCorner's discretion, and subject to receipt of the initial registration or renewal fee and the then-current reinstatement fee.

For the use of the eCorner shared SSL certificate the use of a domain name is restricted to a redirection to the eCorner supplied URL. If the customer wishes to have a domain name applied across their store eCorner requires the customer to purchase from eCorner a unique IP address and SSL certificate. To apply for an IP address and SSL certificate contact [sales@ecorner.com.au](mailto:sales@ecorner.com.au) or visit [ecorner.com.au](http://ecorner.com.au)

## **Lawful Purpose, Indemnification & Tortuous Conduct**

### **Lawful Purpose**

eCorner reserves the right to refuse service to anyone. Customers may only use eCorner services and servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of eCorner management. Regardless of the place of signing this agreement, the client agrees that for purposes of venue and jurisdiction this contract was entered into and performed in, and any dispute will be litigated or arbitrated in New South Wales, Australia. All purchases, this AUP and these terms and conditions, are subject to the laws of New South Wales, Australia. IN NO EVENT SHALL eCorner's MAXIMUM LIABILITY EXCEED THREE HUNDRED (\$300.00) DOLLARS. If the customer becomes aware of anyone breaching these terms the customer must contact eCorner immediately and notify eCorner of the breach.

## Indemnification

CUSTOMER AGREES THAT IT SHALL DEFEND, INDEMNIFY, SAVE AND HOLD ECORNER HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE LEGAL FEES ASSERTED AGAINST ECORNER, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT SOLD BY CUSTOMER, IT'S AGENTS, EMPLOYEES OR ASSIGNS. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ECORNER AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY PRODUCTS SOLD OR OTHERWISE DISTRIBUTED IN CONNECTION WITH ECORNER SERVICE OR SERVERS; (2) ANY MATERIAL SUPPLIED BY CUSTOMER INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; (3) COPYRIGHT INFRINGEMENT AND (4) ANY DEFECTIVE PRODUCTS SOLD TO CUSTOMER FROM ECORNER SERVICE OR SERVERS.

## Disclaimer

ECORNER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THE CUSTOMER'S BUSINESS MAY SUFFER. ECORNER MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. ECORNER DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY ECORNER AND ITS EMPLOYEES OR ECORNER'S SUPPLIERS OR DISTRIBUTED DENIAL OF SERVICE (DDOS) ATTACKS, ACTS OF GOD AND TERRORIST ACTS . ECORNER RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME. .

ALL SUB-NETWORKS, RESELLERS, USERS OF DEDICATED SERVERS AND USERS IN GENERAL OF ECORNER AND ITS SERVICES MUST ADHERE TO THE ABOVE POLICIES.

FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE WEBSITE OR SERVICE DEACTIVATION.

## Torturous Conduct

Any abuse towards any eCorner employee will not be tolerated. The customer is expected to request and respond to support and other issues in a professional manner, when emailing eCorner or utilising the Support System, refrain from using caps, exclamation points, and other forms of written yelling. Any cursing, yelling, or further intentional disruptive behaviour aimed at eCorner employees shall be considered a violation of this AUP.

Any threat; whether verbally, written, or delivered by second parties directed towards eCorner employees, partners, equipment, and concerns shall be construed as a violation of this AUP. Any conduct viewed as violating this section shall be considered a violation of this AUP. eCorner will be the sole arbitrator in regards to what is deemed a violation.

No refunds shall be given when the contents of this section necessitates removal of the account.

## Service and Availability

### Monitoring Servers and Websites

eCorner wants all customers to be successful, eCorner aids this by providing an efficient support service which is focused on the priority levels set by eCorner and timeliness of problem resolution.

eCorner hosts from a secure data centre which is manned 24 hours a day all year round. eCorner runs a monitoring system which alerts eCorner staff when there is a problem with the servers. If the customer finds that their site is not performing well or the site's visitors find some problem then please contact eCorner as eCorner cannot look at every site all of the time.

If the customer notifies eCorner of an issue please provide as much information as possible. In this situation more is better. The best way to get the information to eCorner is by email to **support@ecorner.com.au** or via eCorner's support link at <http://support.ecorner.com.au>. A support link can be found also on all of eCorner's websites.

### Service Level Agreement & Specifications

eCorner endeavours to have the content of the customer's website available for http access by any party in the world for as much time as possible. Network downtime (unavailability) is defined as 100% packet loss from eCorner to its backbone providers. Downtime is measured past 10 minutes after notification of network failure. eCorner's support staff will determine the end of the downtime by a trace route to the customer's machine from outside the eCorner network.

### Service Agreements

eCorner can provide a Service Agreement to the customer if the customer wants ongoing assistance in the building or management of the website. ePages (the website technology) has been specifically designed to operate as a Do-It-Yourself (DIY) system. eCorner recommends a Service Agreement only if the customer's website will be large and/or complex. If the customer would like to discuss a Service Agreement then please contact [sales@ecorner.com.au](mailto:sales@ecorner.com.au).

In general eCorner cannot guarantee the correctness of customer modifiable content. The website or online store content is always the ultimate responsibility of the customer.

### Service Levels and Availability

eCorner services and websites are hosted in a fully secured, PCI accredited and high availability environment with redundant infrastructure. eCorner will in general guarantee in excess of 99.5% availability. eCorner cannot guarantee any level of availability unless all aspects of the website are managed by eCorner including the ePages website, domain name, domain name server and any functional pages incorporated in the website not using ePages.

Website failures may be caused by issues outside of eCorner's control. If the customer has the website Domain Name Service with an alternative provider eCorner cannot guarantee or take responsibility for availability of access to the domain name or email.

Where an outage is caused as a result of but not limited to a 3<sup>rd</sup> party, a Distributed Denial of Service (DDOS) attack, an Act of God or an act of terrorism eCorner cannot guarantee or take responsibility for availability of its services. eCorner has policies and procedures in place to deal with these situations and will endeavour to recover from these events in the shortest time possible.

## eCorner Service Level Priorities

**Level 1** (highest) - Resolving a fatal problem in a live site.

**Level 2** - Resolving a problem in a live site that does not stop the site from running and taking orders.

**Level 3** - Resolve or respond to a question or problem from a customer who is still in a site development mode or has not gone live.

**Level 4** - Respond to questions not related to developing a site or a live site - these may be questions raised by someone trialling eCorner's solution.

**Level 5** - Providing advice or recommendations or answering non-critical questions.

Once the customer has notified eCorner of a problem eCorner support management will assign a priority and escalate the problem to be diagnosed. If the problem is the result of a technical fault eCorner will resolve the problem and notify the customer that it has been resolved.

If eCorner cannot recreate any problem which is notified to us eCorner may ask for further information.

If a problem is a result of a customer's error or omission, eCorner will either resolve the problem or pass to the customer information for the customer to rectify the problem. If eCorner is asked to resolve a customer content or process-related problem it may be a chargeable item at the discretion of eCorner management.

In general eCorner will not charge to resolve customer-notified support requests which originate via eCorner's web-based support system either by email to [support@ecorner.com.au](mailto:support@ecorner.com.au) or by the support form which can be found at <http://support.ecorner.com.au>.

**PLEASE NOTE: during periods of server outage eCorner's support form may not be available and** eCorner asks that the customer contacts eCorner via email on the address above.



## Restrictions

eCorner shall not be liable for a credit to the customer in the event that the customer has any outage resulting from (1.) scheduled maintenance as posted from time to time by eCorner, (2.) the customer's behaviour or the performance or failure of the customer's equipment, facilities or applications, or (3.) circumstances beyond eCorner's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration / transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the customer's website, or (4.) a client breaking any item in eCorner's "Acceptable Use Policy (AUP) – Terms and Conditions" causing hardware or software to fail as a result.

## Times of Operation

eCorner's office operates Monday - Friday from 8:30AM - 6:00PM (AEST) eCorner's phones will record to voicemail outside normal business hours (9 am to 5 pm) and messages left will be responded to the next business day. eCorner offices are closed on Saturdays, Sundays and Public Holidays. eCorner monitors all servers and websites constantly and will ensure that any issues are quickly resolved.

eCorner's web based support service at [support@ecorner.com.au](mailto:support@ecorner.com.au) or at the support form <http://support.ecorner.com.au> is monitored and eCorner will review any requests and act on any Level 1 requests as soon as possible.

## Support Costs

eCorner is available for support during normal business hours, however for serious defects or server downtime there is 24 x 7 support contactable through [support@ecorner.com.au](mailto:support@ecorner.com.au). Apart from reporting bugs or server issues, all other support queries initiated by a customer that are a result of a customer problem may be charged at eCorner's normal service rates. All customers have a monthly allocation of support queries included in their monthly service fees, however after this the costs may be invoiced at the end of the month.

If it is identified that there is a support issue it will be designated a priority level (as seen above), and will be treated accordingly by eCorner support staff. If the query is determined to be a development or information request eCorner will scope out the requirements and the customer will be informed of the potential costs for sign off before eCorner proceeds.

## Wagtail Analytics

As with all eCorner hosted services the Wagtail Analytics system is hosted by eCorner in the secure data centre in Sydney, Australia. Access to Wagtail Analytics is via the login credentials that are provided to the customer. The service is real time, is available 24/7 and eCorner will provide better than 99.5% availability.

Wagtail Analytics problems and issues should be lodged via eCorner's standard support email or web page support link.

In general all support requests should be lodged electronically via email to [support@ecorner.com.au](mailto:support@ecorner.com.au) or by the support form <http://support.ecorner.com.au>. eCorner has free call numbers for Australia and New Zealand. Electronically lodged support requests will be given priority.

## Usage and Content

### ePages Usage and Content

ePages software used in eCorner's ecommerce hosted environment is in general a do-it-yourself (DIY) system and requires a minimum level of technical skill.

- eCorner does expect the customer to be competent in the ePages system.
- Regular training courses are run by eCorner.
- eCorner can run specific training for customers for a fee if requested.
- The ePages MBO (backoffice) has extensive help text with help icon on each tab.
- There is also a very comprehensive manual in PDF format which eCorner sends to new customers or it can be downloaded from the MBO of the customer's website.
- There are video tutorials available on the ePages and eCorner YouTube Video channels.

Resolution of problems created by a customer is a chargeable item and eCorner may charge for the eCorner support staff's time when it is used to resolve problems arising out of not using the help capability, the provided manual or the [FAQs](#).

### Work requests - Work Orders and Statement of Work

Customer requests for any development, modifications, maintenance or content management will be undertaken based on a signed Work Order or Statement of Work which will determine the work to be done and the time frame. Work will commence based on the conditions agreed in the Statement of Work or Work Order.

### Support Calls and Actions

In general there are a fixed number of free support calls allocated to a customer each month based on their package this can be found in the package specification on the eCorner website. These support calls are to enable the customer to lodge problems or queries about eCorner and ePages services. These allocated calls are not to provide site build assistance or content management assistance. It is the customer's responsibility to build and manage their own website unless they have entered into a Service Agreement with eCorner.

### Virtual and Dedicated Server Support

eCorner manages and maintains all VPS (virtual servers) and dedicated servers as part of eCorner's support and service agreement. Generally each customer will have a Service Level Agreement (SLA) if there are specific activities that are required outside of the statement of work as agreed at the start of the agreement period. All support calls for VPS or Dedicated Servers should be placed via email to [support@ecorner.com.au](mailto:support@ecorner.com.au) or by the support form at <http://support.ecorner.com.au> or via the support phone line. Changes to servers are

chargeable at eCorner's standard service rates in minimum increments of 15 minute intervals. Changes requested during normal business hours will be completed as soon as possible within the same business day if available time permits. eCorner will provide an estimated time to action changes and notify the customer on completion.

## Promotion/Publicity

Details of any promotional or publicity activity, which may increase traffic to the customer's website, should be revealed to eCorner prior to the promotions signoff to ensure resources are available.

eCorner reserves the right to demand additional hosting charges on site "go live" should the mode or style of site use change due to launch circumstances, unexpected site or internet use activity or misinformation provided by any third party.

## Material and Product Requirements

The customer must ensure that all material and data placed on eCorner's servers is in a condition that is "server-ready," which is in a form requiring no additional manipulation by eCorner. eCorner will make no effort to validate any of this information for content, correctness or usability. If the website material and data is not "server-ready", eCorner may reject the website. eCorner will notify the customer of its rejection and afford the customer the opportunity to modify the material and data to satisfy eCorner's requirements. Use of the eCorner services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of the customer's website. The customer must have some of the necessary knowledge to create and maintain a website. eCorner does not provide this knowledge or customer support outside of the agreed services. If the customer does not have this knowledge a support agreement may be entered into with eCorner which will incur a support fee, or specific training can be provided also for a fee. eCorner does run regular online training sessions.

## Use of latest security measures

There are many potential threats to your online business. Many of these threats are caused by hackers and malicious software.

eCorner employs a range of security methods to stop information being stolen or changed in your website. There is the physical security in our data centre and there are also systems and software that make your websites secure.

Systems and software must be regularly updated to keep ahead of the hacker and malware they use.

To protect your business and personal information eCorner must remove older security systems from our servers and install the latest version just like you should update anti-virus software on your own business and personal computers.

Keeping current with the latest security measures may have an impact on visitors accessing your website if they do not use a computer and web browser that is up to date with the security patches and software releases recommended by suppliers like Microsoft and Apple.

eCorner will, at a minimum, support the security protocol called **Transport Layer Security Version 1.1** (TLS 1.1). This change will occur from January 2016. See FAQ on [ecorner.com.au](http://ecorner.com.au) for further information.

## Bandwidth Utilisation

Every new hosted store (website) package that is available from eCorner comes with an unlimited capacity bandwidth allocation. This means that eCorner does not limit the amount of traffic (visitors) that can access the customer's store by package type. eCorner does however set a review limit to ensure that the customer's store does not get impacted by crawlers, bots or DOS attacks. These can also cause an impact on the other users of eCorner's services and other stores. The customer will be notified if the bandwidth usage of the store exceeds 90GB in any month and eCorner will limit access if it exceeds 100GB. It is unusual for even large online stores to use bandwidth of that magnitude and so eCorner uses that limit as one indicator to help protect stores on eCorner's servers. Where warranted bandwidth overages are currently billed at 12c per 1MB per month.

Bandwidth allocations for Virtual Private Servers (VPS) and dedicated servers will vary by package and the customer will find this information available in the package descriptions, service level agreement or work order.

Where a hosted store regularly exceeds the average bandwidth usage for its package type by more than 500% (5 times the usage) in any given month eCorner reserves the right to restrict the bandwidth allocation to the store by limiting the speed and may request the store owner to upgrade to a higher store package size. Any individual online store that by greatly exceeding normal (average) utilisation or that is believed to be the target of malicious activity, or creating malicious activity, may be restricted or closed by eCorner until the cause of the issues has been resolved.

eCorner will reserve the right to charge the customer for work undertaken to rectify issues that resulted in undue bandwidth usage created by the online store.

## Storage Utilisation

The customer will not exceed the storage usage limits of the customer's selected store (website) package. If the customer uses any storage space in excess of the agreed upon number of megabytes per month or if the customer exceeds storage size limitations, eCorner may, in its sole discretion, assess the customer for additional charges.

The customer's use of their store and access to it is the customer's responsibility. The customer is also responsible for any unauthorised access to the store resulting in bandwidth and/or storage usage exceeding the limits (outlined in the customer's particular store package specifications) and resultant charges.

## Privacy Policy

Please refer to Privacy Policy on [eCorner's](#) website.

### **Children's Guidelines (as in Privacy Policy)**

eCorner requires that all customers be 18 years of age or older. Children are not provided access to any eCorner services in which any personal data is collected beyond the collection of a visitor's IP address and session status.

If eCorner becomes aware that any child has accessed eCorner's services, the service through which the child has gained access will be terminated.

If the customer believes eCorner has collected any information from or about anyone under 18 years of age, please contact eCorner immediately.

### **Additional Privacy Information**

When visitors use eCorner's websites, information such as the ISP's domain, the time accessed and the pages visited will be stored by eCorner. This is to analyse the web traffic and to help customers improve content of their websites.

Any personal information contained within the customer's website is their own responsibility. eCorner has taken security measures to ensure that customers are protected against loss, alteration or misuse.

**Customers are responsible for ensuring that only authorised personnel access the services provided by eCorner and the customer's website backoffice. If for any reason the customer is concerned about this, please contact eCorner at [support@ecorner.com.au](mailto:support@ecorner.com.au).**