

planet homepage

Hosting Application

Please read the Terms and Conditions attached to this form. It is a condition of your use of our service that you read, agree with and comply with these Terms and Conditions.

Contact Information

First Name:		Last Name:	
Company / Business Name:			ABN:
Job Title:			
Mobile Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		Postal Address:	
Email Address:			
Phone Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		City/Suburb:	
Fax Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		State:	Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Payment Options - Please select one option only

Monthly Credit Card Debit Annual Invoice

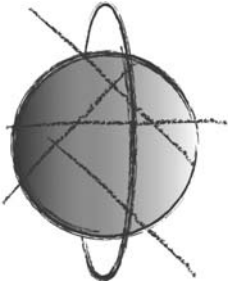
Payment Details

Cardholder Name:	
Card Type:	<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Card Expiry Date: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	CCV: (3-digit number on back of card) <input type="text"/> <input type="text"/> <input type="text"/>
Cardholder Signature:	Date: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Hosting Plan Options - Please select one of the following options

Site Saver (without E-mail) Small Site Advanced Site
 Fully Featured Site Custom Site (by prior arrangement)

Please proceed to page 2 to complete Domain Name Details and acceptance of Terms & Conditions.



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Hosting Application

Domain Name Options

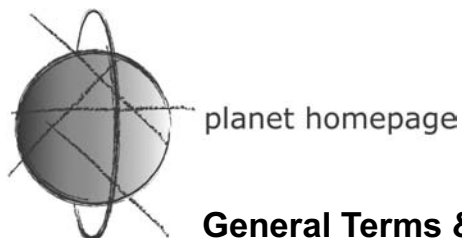
Please list all domain names you wish hosted and indicate whether each name is new or is already registered. If registered, please indicate if you have the domain name for the names.

Domain Name	New / Existing		Password Held	
-----	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----	<input type="checkbox"/> New	<input type="checkbox"/> Existing	<input type="checkbox"/> Yes	<input type="checkbox"/> No

I confirm that I am authorised to register to the client information above and that I have read and agree with the Planet HomePage Terms and Conditions.

Signature: -----

Date: -----



General Terms & Conditions for the Supply of Goods &/or Services

Following is the Planet HomePage General Terms and Conditions for the Supply of Goods and/or Services.

It applies to you if you are a customer of Planet HomePage ("you") and is intended to ensure that you know your rights and obligations when using Planet HomePage services.

Please look out for any amendments to the Terms and Conditions that Planet HomePage might make in the future. The current version of the general terms and conditions is maintained at: <http://www.ozhomepage.com/planet/terms.htm>

1. Definitions

'Planet HomePage' is Planet HomePage, and its employees, officers, agents and affiliates.

The 'Agreement' means these Terms and Conditions and the details on the Application for Hosting Service.

The 'Customer' refers to all persons, companies, or other entities identified on the Application for Planet Homepage Hosting Service and to any person nominated by the Customer who is authorised to use the Service.

The 'Service' means the computing and communication service known as the Planet HomePage Hosting Service, as modified from time to time.

2. Application and Variation of these Terms

These terms and conditions are the terms on which Planet Homepage provides services or goods to its customers, modified by any written contract between Planet HomePage and its customers in any particular case. The terms so modified constitute the agreement in its entirety and supersede any prior agreements. Planet HomePage may modify these terms as applying to any agreement, the pricing structure for any Service or the terms of the operation by general notice on a page of the Internet referred to on the Planet HomePage Home Page, and any use after that publication will constitute an acceptance of that modification.

3. Charges

The customer must pay the Hosting Fee and Set-up Fee in advance. The Hosting Fee is exclusive of any government taxes or charges and exclusive of any registration or delegation charges imposed by domain name authorities.

In addition the Customer must provide and pay for:

- the installation and use of telephone lines and all other equipment needed to access the Service at their own cost;
- all government taxes, duties and levies (if any) imposed on the customer or Planet HomePage in respect of any Services or goods supplied.

4. Payment of Accounts

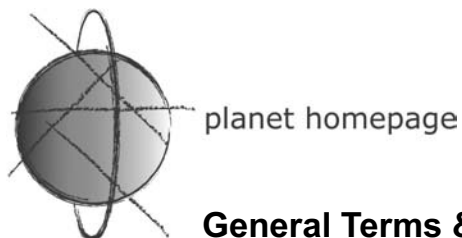
The Customer must pay all amounts billed in accordance with their hosting agreement. Upon registration of a Credit Card account, the Customer gives Planet HomePage authorisation to debit their credit card for all charges. Billing is on a monthly cycle beginning the first of the month after you register.

5. Publication at Customer's Risk

The Customer accepts responsibility for all information and material issued by the Customer over any Service, and indemnifies Planet HomePage against any liability in relation thereto. In particular the Customer undertakes that it shall not:

- post, publish, transmit or issue any information which is unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- post, publish, transmit, reproduce or distribute any information or software which contains a virus or other harmful component;
- post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material);
- restrict or inhibit any other user from using and enjoying the Internet.

The Customer also acknowledges that Planet HomePage does not vet or approve any information or material available through any service and that Planet HomePage does not accept any liability. To the full extent permitted by law the Customer accesses and uses such information and material at his or her own risk.



General Terms & Conditions for the Supply of Goods &/or Services

6. Acceptable Use

The Customer agrees to abide by the Planet HomePage Acceptable Use Policy which may be viewed at any time at <http://www.planethomepage.com.au/policies/use.htm>.

7. Provision of Service

The Service provided to the Customer is not fault free and relies on factors outside the control of Planet HomePage. The Service is provided to the Customer at such times and by means as Planet HomePage decides from time to time.

Scheduled Maintenance must be carried out on the servers from time to time, and every attempt will be made to carry out such maintenance at times which will affect the least amount of Customers. Unscheduled maintenance may need to be performed due to data corruption or equipment failure.

Customer data is archived onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, Planet Homepage will restore from the last known good archive. In the event of corruption of all Planet HomePage archives, or in the event that an old archive is used to restore data, the Customer should be prepared to upload their data to their Web Site. This process requires that the Customer or its agent maintains a recent copy of their data at all times.

8. Exclusion of Liability

Planet HomePage does not warrant that the services provided under this agreement will be uninterrupted or error free or that the services will meet the Customer's requirements, other than as expressly set out in this agreement.

Planet HomePage reserves the right (but is under no obligation) to remove from Internet access any part of the Customer data that, in Planet HomePage's opinion, infringes any of the warranties set out in this agreement.

Planet HomePage has no obligation to review or edit content of the Customer data.

Except as provided in clause 9 below, Planet HomePage is not liable to the Customer or any other person for:

- any cost, loss or liability (including loss of profit or other consequential damage) arising from Planet HomePage's supply or failure or delay in supplying any goods or Services;
- the content, context or confidentiality of any communications made using any Service. Planet HomePage is not able to provide support for software not supplied by Planet HomePage, this includes software downloaded from the Internet.

9. Limitation of Liability

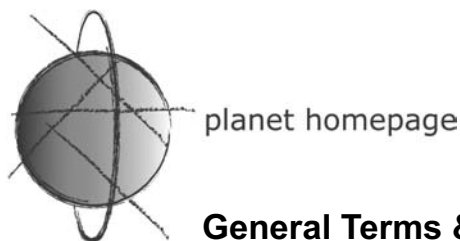
Except as expressly provided to the contrary in this agreement, all warranties, undertakings, inducements and representations relating to the provision of any Service or goods are excluded and Planet Homepage will not be liable for any loss or damage (including consequential loss or damage) however caused (whether by negligence or otherwise) in respect of any Service or goods. Where any statute implies in this agreement any term, and that statute avoids or prohibits provisions in a contract excluding or modifying the application of or liability under such a term, then the term will be taken to be included in this agreement. However, Planet HomePage's liability for any breach of such implied term or warranty will be limited at Planet HomePage's option in any way permitted by the legislation to:

- the supplying of the Services again; or
- the payment of the costs of having the Services supplied again.

10. Customer Obligations

The Customer warrants that:

- at the time of entering into this agreement it is not relying on any representation made by Planet HomePage which has not been stated expressly in this agreement, or on any descriptions or specifications contained in any other document, including any catalogues or publicity material produced by Planet HomePage.
- it will conduct such tests and computer virus scanning as may be necessary to ensure that data uploaded by it onto or downloaded by it from the Server does not contain any computer virus and will not, in any way, corrupt the data or systems of any person.
- it will keep secure any passwords used to upload data to the Server using Microsoft FrontPage®.
- all data uploaded onto the Server under this agreement will not expose Planet HomePage to the risk of any claim, legal or administrative action or prosecution.
- it is solely responsible for dealing with persons who access the Customer data, and must not refer complaints or inquiries in relation to the Customer data to Planet HomePage.
- it grants to Planet HomePage a license to use and reproduce all Customer data in order to fulfil its obligations under this agreement.



General Terms & Conditions for the Supply of Goods &/or Services

- if there is any claim against Planet HomePage due to a breach of the Customer's warranties, or otherwise attributable to the Customer data, the Customer must indemnify and hold Planet HomePage harmless against all liabilities, losses, damages, costs and expenses (including legal fees and expenses) associated with, or arising out of, the claim.

11. Breaches

The Customer shall indemnify Planet HomePage against any loss (including any loss of profit) incurred by Planet HomePage as a result of any breach of the terms of any agreement with Planet HomePage including damages in respect of any period between the date of actual termination (including termination under clause 14.) and the date on which the Customer was entitled to terminate such agreement in accordance with its terms.

12. Termination

Either party may terminate this agreement by 30 days notice in writing to the other party.

Planet HomePage may immediately terminate any agreement or the provision of any Service if:

- the Customer breaches any term of any agreement (including terms relating to payment or use);
- Planet HomePage forms the opinion in good faith that the Customer is or may be insolvent.

On termination or expiry of this agreement for any reason:

Planet HomePage may delete all Customer data from any storage media;

All outstanding charges become immediately payable and in no circumstances shall the Customer be entitled to any refund of payments made under this Agreement.

13. Suspension of Service

Planet HomePage may from time to time without notice suspend any Service or disconnect or deny the Customer access to any Service:

- during any technical failure, modification or maintenance involved in the Service provided that Planet HomePage will use reasonable endeavours to procure the resumption of the Services as reasonably practicable; or
- if the Customer fails to comply with any agreement (including failure to pay charges due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in Planet HomePage's opinion may have the affect of jeopardising the operation of any Service.

Notwithstanding any suspension of any Service under this clause the Customer shall remain liable for all charges due throughout the period of suspension.

14. Confidentiality

Except as otherwise expressly permitted in writing, no person may reproduce, redistribute, retransmit, publish or otherwise transfer or commercially exploit any information which they receive through the Service in any way which is competitive to the Service.

15. Assignment

The Customer cannot assign its rights under any agreement with Planet HomePage without the prior written consent of Planet HomePage.

16. Severability

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

17. Failure to exercise rights not a waiver

No failure of Planet HomePage to exercise any power given to it or to insist upon the strict compliance by the operator with any obligations or conditions hereof and no custom or practise of the parties or variance with the terms of this deed shall constitute a waiver of Planet HomePage's right to demand exact compliance with the terms of this deed nor shall a waiver by Planet Homepage of any particular default affect or impair Planet HomePage's rights as to the said default or any subsequent default.

18. Jurisdiction

Nothing herein contained shall detract from the rights of either party to have any dispute judged by the appropriate Courts of Law and it is agreed that this deed shall be governed by the Laws of New South Wales, Australia and each of the parties hereby submits to the jurisdiction of the Courts of New South Wales, Australia and agrees that all actions and proceedings to be taken to enforce payment of any moneys payable hereunder or for or in connection with any matter arising under this deed shall be taken in the Courts of that State and not otherwise.