

HOSTHONEY TERMS OF SERVICE

Host Honey ("Terms & Condition") STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES
Effective: 04/10/2017

1. Definitions

a) The 'Agreement' means Terms and Conditions and the details on the Application for Host Honey Account b) The 'Customer' refers to all other persons, companies, or other entities identified on the Application for Host Honey Account c) The 'Service' means the computing and communication service known as the Host Honey Internet Service, as modified from time to time.

2. Application and Variation of these Terms

These terms and conditions are the terms on which Host Honey provides services or goods to its customers, modified by any written contract between Host Honey and its Customers in any particular case. The terms so modified constitute the agreement in its entirety and supersede prior agreements, excluding specific term contracts and contracts with Service Level Agreements. Host Honey may modify these terms as applying to any agreement, the pricing structure for any Service (excluding term contracts) or the terms of the operation by general notice at <http://www.hosthoney.com>, under Host Honey Pricing, and by email newsletter to the last email address provided to Host Honey by the Customer. The Customer is required to keep their contact details with Host Honey current. Any use of Service more than 30 days after joining or 30 days after modification of these terms will constitute acceptance of these terms.

3. Charges

The service is a subscription service payable in advance. The customer must pay for all goods and services by the due date. In particular, the Customer must pay for all service data charges and other amounts incurred by the Customer or its Users or incurred as a result of any use of the Customer Password (whether authorized or not) in accordance with the billing option selected. In addition, the Customer may be liable for all charges and expenses incurred by Host Honey resulting from any security breach or attack or customer error that involves Customer hardware, software, or network configuration, including IP addresses.

4. Payment of Accounts

a) Payment for all service is due upon the invoice due date. The Customer must pay all amounts billed in accordance with the billing option they are on. Any questions regarding the charges on an account must be addressed within 60 days of the billing date. Changes to the monthly account part way through a month are permitted with a \$10 administration fee and a resetting of the billing date. Where a charge is in dispute, the Customer may withhold the disputed portion whilst it is investigated but non-disputed charges may not be withheld. b) No credit terms are given. If payment is not received after the due date a finance fee of 2% (minimum \$1) per month will be payable on all overdue amounts. c) Accounts with a balance more than 30 days overdue may be suspended without further warning. A \$10 Suspension fee will be automatically applied. Suspended accounts may not be altered or closed until full payment is received. d) Suspended accounts may be sent to Host Honey's debt collection agency without further notice. Any expenses incurred in the recovery of debt, including but not limited to legal and debt collection costs, shall be claimed on the customer.

5. Security Deposit

Host Honey may require the payment of a security deposit before providing the service, or as a condition of continuing any Service, and may use the security deposit to meet any costs, loss or liability incurred by the Customer. When the Customer has fully performed his or her obligations, Host Honey shall return the outstanding balance of the security deposit, without interest.

6. Credit Checks Privacy Consent

The Customer consents to Host Honey obtaining credit reports and information containing personal information (as well as information concerning commercial credit worthiness and activities) for the purpose of assessment by Host Honey of an application for credit (whether commercial or personal) or for the purpose of the collection of payments that are overdue.

7. Privacy

Host Honey will not reveal, sell, or in any way divulge information about the Customer or the Internet usage of the Customer to any individual, business, marketing, or research group without prior consent of the customer or without legal warrant.

8. Publication at Customers Risk

The Customer accepts responsibility for all information and material issued by the Customer over any Service, and indemnifies Host Honey against any liability in relation thereto. In particular, the Customer undertakes that it shall not publish, distribute or issue any information that is illegal, including copyrighted materials. The Customer also acknowledges that Host Honey does not vet or approve any information or material available through any service and that Host Honey 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.

9. Provision of Service Host Honey endeavors to provide continuous uninterrupted service at all times; however, the Service provided to the Customer is not fault free and relies on factors outside the control of Host Honey the Service is provided to the Customer at such times and means as Host Honey decides.

10. Exclusion of Liability

a) Except as provided in clause 12 Host Honey is not liable to the Customer or any other person for: a) any cost, loss or liability (including loss of profit or other consequential damage) arising from Host Honey 's supply or failure or delay in supplying Service. b) The content, context, or confidentiality of any communications made using the Service. Host Honey does not provide support for third party software, including software downloaded from the Internet.

11. Limitation of Liability

Except as provided below all terms, warranties, undertakings, inducements and representations relating to the provision of any Service or goods are excluded and Host Honey 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 inclusive of any software material hosted or designed by Host Honey. However, Host Honey's liability for any breach of such implied term or warranty will be limited at Host Honey 's option or in any way permitted by the legislation including where so permitted: a)If the breach relates to goods: the replacement or repair of the goods; or the payment of the costs of replacing or repairing the goods. b)If the breach relates to services: the supplying of those services again; or the payment of the costs of having those services supplied again.

12. Breaches

The Customer shall indemnify Host Honey against any loss (including any loss of profit) incurred by Host Honey as a result of any breach of the terms of any agreement with Host Honey including damages in respect of any period up to and including the date of actual termination

13. Indemnity

The Customer shall indemnify Host Honey against all claims, expenses, damages, or other liabilities arising directly or indirectly from accessing of obscene, defamatory, or offensive material via the Host Honey Internet service.

14. Termination

Either party may terminate a non-fixed term agreement with 30 days' written notice. Any balance owing on an account must be paid prior to closure. After reasonable notice is given Host Honey may terminate any agreement of the provision of any Service if: - a). the customer breaches any term of any agreement. b). Host Honey forms the opinion in good faith that the Customer is or may be insolvent. Refunds will be given at the discretion of the Company Management. All outstanding charges become immediately payable on giving of such notice and in no circumstances, shall the Customer be entitled to any refund of payments made under this Agreement. Host Honey retains the right to cancel or close any account at their sole discretion with or without notice.

15. Suspension of Service

Host Honey may from time to time without notice, for reasons other than payment (reasonable notice will be given when possible) suspend any Service or disconnect or deny the Customer access to any Service: a)During any technical failure, modification or maintenance involved in the Service provided that Host Honey will endeavor to procure the resumption of the Services as reasonably practicable; or b)If the Customer fails to comply with any agreement (including failure to pay charges

due, having been notified of the overdue amount) until the breach (if capable of remedy) is remedied, or does, or allows to be done anything which in Host Honey's opinion may have the effect of jeopardizing the operation of any Service.

Notwithstanding any suspension of any Service under this clause the Customer shall remain liable for all charges due through the period of suspension. An account that is suspended may not be altered or closed until full payment on any outstanding balance is received.

16. Information Received

Except as otherwise expressly permitted in writing, no person may reproduce, redistribute, retransmit, publish or otherwise transfer or exploit any information which they receive regarding Host Honey's Service in any way which is to be used for competitive purposes in relation to the Service.

17. Assignment

The Customer cannot assign its rights under any agreement with Host Honey without the prior written consent of Host Honey. Host Honey may transfer our rights and responsibilities under this assignment to another party with 30 days' written notice to you.

18. Acceptable Use

Users of Host Honey are expected to adhere to all policies of Host Honey, available in writing upon request. While hacking, spamming and port scanning are not currently illegal activities in United States, Host Honey does not support or condone these activities without the expressed consent of the recipient or administrator of that system. The Host Honey servers may be used only for lawful purposes. Users may not use the Host Honey 's Network in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, or (c) that is obscene, threatening, abusive or hateful. Note: Child Pornography and child sex-related things are prohibited on all servers. This includes sites that may infer child sexual content, or link to child Pornography content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the Internet. Links to such materials are also prohibited. In addition, any site selling or promoting Bulk email services is not allowed. Examples of non-acceptable content or links: Pirated Software/Warez Child pornography Hackers programs or archives Warez Sites IRC Bots Spamming/ Bulk Email We will be the sole arbiter as to what constitutes a violation of this provision.

19. Server Abuse

Any attempts to undermine or cause harm to a server is strictly prohibited.

20. Background Running Programs

Background Daemons in general are prohibited. Virtual Private Servers (VPS) , Dedicated Servers, Colo Hosting accounts are not prohibited from running Background Daemons.

21. Commercial Advertising - Email:

Host Honey 's servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs. Your domain may not be referenced as originator, intermediary, or reply-to address in any of the above. We consider spam any mass unsolicited message in the mediums of Newsgroups and Email. If you are found to have spammed, then we will immediately, without warning, disable your domain. We reserve the right to refuse or cancel service to known spammers. Lastly, we reserve the right to determine what violates this policy. As such, any violation will result in immediate deactivation of services without refund. 22. PayPal Payments: The option of PayPal payments is a courtesy we have extended in response to customer requests. Orders made via PayPal will be charged in American Dollars until such a time as PayPal provides for payment in American Dollars. No currency conversion will be made. This means, for example, that a \$USD5.00 charge will be billed at \$USDS5.00 To ensure your payments are in American dollars we recommend that you pay via our own secure credit card facilities. Refund Policy for New Accounts We have a 30-day money back guarantee for all new hosting accounts. If you are not completely satisfied with our services within the first 30 days of your contract, you will be given a full refund of the contract amount excluding setup fees, data transfer overusage, disk space over-consumption, domain registrations, domain transfers and domain renewals. Refund Policy for Renewals (Hosting) All Renewals of web hosting contracts will be refunded if Host Honey is notified prior to the Invoice Date. Refund requests received after this date will be made at the discretion of Host Honey Management. All cancellations must be received in writing 5 days prior to the renewal date and can be sent by regular mail, e-mail and fax notifications. Phone requests will not constitute acceptance of any cancellation. All other refund requests Our priority is to serve our customers and provide them with the highest quality of service we can. You can make a refund request by contacting our support team at support@hosthoney.com. Refunds will be

given at the discretion of the Company Management Refund Policy for Shared Hosting, Reseller, VPS [30 days] Refund Policy for Dedicated Servers, Server Management , Colocation [72 Hours] Refund Policy for Domain Registration [24 hours]