
Website Hosting Terms of Service

2pi Software agrees to furnish services to the customer, subject to the following Terms of Service. Use of 2pi Software's service constitutes acceptance and agreement to 2pi Software's Terms of Service.

2pi Software reserves the right to modify the Terms of Service with a notice period of 30 days.

Use of Services

1. You, the customer, as an individual or representative of a group or company, may use our services, provided that you are of legal age to form a binding contract and are not barred from receiving such services under the laws of Australia or other jurisdictions. In order to access our services, you are required to provide current and factual identification, contact, and other information as part of the registration process. You are responsible for the confidentiality of your account information and for all activities that occur under your account. You are solely responsible for all content within your account. You agree to immediately notify 2pi Software of any unauthorized use of your account or any other breach of security. 2pi Software will not be liable for any loss or damage as a result of your failure to provide accurate information in respect of unauthorised usage or breaches of security.

Acceptable Conduct

2. You are responsible for the actions of all users of your account, and any data that is created, stored, displayed by, or transmitted by your account while using 2pi Software's hosting service. You will not engage in any activity that interferes with or disrupts 2pi Software's services or networks.

Prohibited Usage

3. You agree that any of the below activities are considered prohibited usage and will result in immediate account suspension or cancellation without a refund and the possibility that 2pi Software will impose fees; and/or pursue civil remedies without providing advance notice.
4. Spam and Unsolicited Bulk Email (UBE): 2pi Software has a zero tolerance policy on spam, Junk E-mail or UBE. Spam, Junk-mail and UBE are defined as: the sending of the same, or substantially similar, unsolicited electronic mail messages, whether commercial or not, to more than one recipient. A message is considered unsolicited if it is posted in violation of a newsgroup charter or if it is sent to a recipient who has not

requested the message. UBE also includes e-mail with forged headers, compromised mail server relays, and false contact information. This prohibition extends to the sending of unsolicited mass mailings from another service, which in any way implicates the use of 2pi Software's services whether or not the message actually originated from our network. 2pi Software will maintain reasonable measures in line with industry standards to ensure that hosting services under its management are not vulnerable to third party misappropriation for the purposes of spam, Junk E-mail or UBE.

5. 2pi Software's services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of Australian or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. 2pi Software's services may not be used to facilitate infringement of these laws in any way.
6. Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.

Invoicing and Payment

7. Payment for 2pi Software's hosting services will be yearly in advance within 14 days of receiving our invoice, unless other terms have been negotiated and agreed to in writing.
8. The customer is aware that 2pi Software may prospectively change the specified rates and charges each year. However we will announce any rate changes well in advance.
9. 2pi Software is not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by 2pi Software.
10. Refunds are only granted in the case of unreasonable service unavailability or where the service has been suspended by 2pi Software (see below).

Uptime Guarantee

11. 2pi Software provides a 99.9% uptime guarantee on all Servers, and on network connectivity.
12. Network downtime does not include planned maintenance, or issues connecting to the service using third party software or connection issues brought on by customer changes to the service. 2pi Software will provide notification of upcoming planned maintenance events by email to the person responsible for the account as early as is feasible.

Support Boundaries

13. 2pi Software, provides technical support via email sent to support@2pisoftware.com during normal office hours, Monday to Friday from 9am to 5pm. 2pi Software may respond outside these hours at its discretion and subject to availability.

Termination of Service

14. 2pi Software reserves the right to suspend network access to any customer if, in its judgement, the customer's account is the source or target of a violation of any of the other terms of service or for any other reason which 2pi Software chooses. 2pi Software will use reasonable care in notifying the customer and in resolving the problem in a method resulting in the least amount of service interference. 2pi Software reserves the right to terminate services without notice for continued and repeated violations of the terms of service. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's accounts were suspended.

Cancellation of Service by either party

15. If at any time it becomes necessary for 2pi Software to cancel a customer's service without cause, 2pi Software will provide 30 days advance notice. The customer can cancel their subscription to the service by the provision of 30 days advance notice.

Limitation of Liability

16. The customer acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of 2pi Software and that damages resulting from any interruption of service are difficult to ascertain. Therefore, the customer agrees that 2pi Software shall not be liable for any damages arising from such causes beyond the direct and exclusive control of 2pi Software. The Customer further acknowledges that 2pi Software's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by customer for services during the period damages occurred. In no event shall 2pi Software be liable for any special or consequential damages, loss or injury. 2pi Software is not responsible for any damages your business may suffer. 2pi Software does not make implied or written warranties for any of our services. 2pi Software denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by 2pi Software.

Disclosure to Law Enforcement

17. The Terms of Service specifically prohibits the use of our service for illegal activities. Therefore, the customer agrees that 2pi Software may disclose any and all customer information including assigned IP numbers, account history, account use, etc. to any court who sends us a valid Court Order, without further consent or notification to the customer. In addition, 2pi Software shall have the right to terminate all services set forth in this Agreement.

Warranty Disclaimer

18. You agree that your use of 2pi Software's hosting services shall be at your sole risk. All services provided by 2pi Software are available as is, without warranty.

Indemnity

19. 2pi Software wishes to emphasize that in agreeing to the 2pi Software Terms of Service, customer indemnifies 2pi Software for any violation of the Terms of Service that results in loss to 2pi Software or the bringing of any claim against 2pi Software by any third-party. This means that if 2pi Software is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against 2pi Software, plus all costs and reasonable attorney's fees.

Notice

20. You agree that 2pi Software may provide you with notices, including those regarding changes to the Terms of Service, by email or regular mail.

Entire Agreement

21. The Terms of Service (including any policies, guidelines or amendments that may be presented to you via email or regular mail from time to time) constitute the entire agreement between you and 2pi Software and govern your use of 2pi Software's services, superseding any prior agreements between you and 2pi Software for the use of 2pi Software's services.

Choice of Law and Forum

22. The Terms of Service and the relationship between you and 2pi Software shall be governed by the laws of New South Wales, Australia without regard to its conflict of law provisions.

Waiver and Severability of Terms

23. The failure of 2pi Software to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the party's intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute of Limitations

24. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of 2pi Software's services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.