

Redseed Design Web Hosting Agreement Terms and Conditions

1. Parties

Web Hosting Services are provided by Redseed Design to Client conditional on the terms and conditions set forth below. By using these services, you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by these Web Hosting Agreement Terms and Conditions. If you do not agree then you should not use these services.

Redseed Design has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of the Web Hosting Agreement Terms and Conditions, in whole or in part, at any time.

2. Usage Policy

We reserve the right to suspend or cancel a Client's access to any or all services we provided when we decide that the account has been inappropriately used. In short we do not allow certain activities hosted on our servers:

No adult content (No Pornography)
No online gambling
No Spam,
No unsolicited e-mailing
No copyright infringement

4. Payment Policies

All accounts are set up on a pre-pay basis and will auto-renew for the same hosting period unless explicitly cancelled by the Client. Setup fees may be charged for all new accounts and major account changes. All pricing is guaranteed for the term of pre-payment. We reserve the right to change prices at any time. Any account not brought current within a fortnight (14 days) of e-mail notice or exceeding this time frame in any way is subject to suspension. The Client is responsible for all money owed on the account from the time it was established to the time that they receive confirmation from us of their cancellation request for termination of services.

5. Termination and Cancellation

All account cancellations must be sent to Redseed Design in writing via Clients registered email address of the account holder or fax to us with a valid signature of the primary contact of the account, account name, reason for cancellation.

Due to security concerns, Clients cancellation requests are always verified and confirmed by Redseed Design via email to the registered email address of the account holder. We are not responsible to action any cancellation request that we do not receive. If Client does not receive a confirmation/acknowledgment email for their cancellation request, then Redseed Design did not receive it.

6. Limitation of Liability

We shall use our reasonable endeavours to make available to you at all times the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server. Client agrees that Redseed Design will not be liable for any:

- (a) Suspension or loss of the services, except to the limited extent that a remedy is provided under this agreement;
- (b) Interruption of business;
- (c) Access delays or access interruptions to the web site(s) provided through or by the services;
- (d) Loss or liability resulting from acts of god;
- (e) Data non-delivery, mis-delivery, corruption, destruction or other modification;
- (f) Events beyond the control of Redseed Design;
- (g) The processing of Clients application for the services; or
- (h) Loss or liability resulting from the unauthorized use or misuse of Clients account identifier or password.

Client further agrees that Redseed Design will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, regardless of whether or not Redseed Design has been advised of the possibility of such damages. In no event shall the maximum aggregate liability of Redseed Design exceed the total amount paid by Client for the hosting services for a one year period.

7. Indemnification

You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

8. Changes in Service

Due to changes in technology we will certainly will be adding more services, both hardware and software to our service that we provide.

9. Entire Agreement

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement. We reserve the right to change this agreement without notice.