

## Server Co-Location Hosting Information

GoHosting can host your server on our network in the secure TransACT tele-housing facility. The service would include the following:

- **-A 10/100 Ethernet connection to the GoHosting network.**
- **-UPS (Un-interruptible Power Supply) power outlet.**
- **-Routine backups can be performed on the server if required.**
- **-Support / work per month in relation to the server in any one month if requested and**
- **depending on the server hosting package you choose. (This can include server work)**
- **-Server can be included in our system monitoring if requested.**
- **-Access to MRTG graphs for your port.**

This includes 2 Rack Units per server. You can make use of the current keyboard and monitor we have in the facility for your servers. If you require the extra space for your own keyboard, monitor or additional hardware you will be charged \$25 per Rack Unit per month. Mounting hardware for your monitor or keyboard will come at an additional cost if it is required.

If you have any questions, please contact us at [info@gohosting.com.au](mailto:info@gohosting.com.au). If you would like to go ahead with this please fill out the form below and fax it to us on (02) 61002741 and we will get back to you with all the required details within 1 working day.

Please see below for the packages we have available:

### **GoSelf – 1 IP Address**

**\$220 Per Month Inc GST**

- A 10/100Mbps Ethernet Connection to the GoHosting Network.
- UPS (Un-interruptible Power Supply) power outlet.
- 1 Hour Free support per month (includes out of hours and onsite)
- 2 GB of Inbound Traffic per month / 20Gb of Outbound Traffic.
- Access to MRTG graphs to monitor bandwidth usage.
- Up to 2 Rack Units.
- Full Firewall Services including DOS prevention.
- Remote Reboot Port – for rebooting your server anytime

### **GoServe – 2 IP Addresses**

**\$280.00 Per Month Inc GST**

- A 10/100Mbps Ethernet Connection to the GoHosting Network.
- UPS (Un-interruptible Power Supply) power outlet.
- 2 Hours Free support per month (includes out of hours and onsite)
- 5 GB of Inbound Traffic per month / 50Gb of Outbound Traffic.
- Access to MRTG graphs to monitor bandwidth usage.
- Up to 2 Rack Units.
- Full Firewall Services including DOS prevention.
- Remote Reboot Port – for rebooting your server anytime
- Full Server Monitoring with Free SMS Alerts

### **GoCritical – 2 IP Addresses**

**\$485.00 Per Month Inc GST**

- A 10/100Mbps Ethernet Connection to the GoHosting Network.
- UPS (Un-interruptible Power Supply) power outlet.
- 2 Hours Free support per month (includes out of hours and onsite)
- 10 GB of Inbound Traffic per month / 100Gb of Outbound Traffic.
- Access to MRTG graphs to monitor bandwidth usage.
- Up to 2 Rack Units.
- Full Firewall Services including DOS prevention.
- Remote Reboot Port – for rebooting your server anytime
- Full Server Monitoring with Free SMS Alerts

### **GoUnlimited – 4 IP Addresses**

**\$875.00 Per Month Inc GST**

- A 10/100Mbps Ethernet Connection to the GoHosting Network.
- UPS (Un-interruptible Power Supply) power outlet.
- 2 Hours Free support per month (includes out of hours and onsite)
- 25 GB of Inbound Traffic per month / 250Gb of Outbound Traffic.
- Access to MRTG graphs to monitor bandwidth usage.
- Up to 2 Rack Units.
- Full Firewall Services including DOS prevention.
- Remote Reboot Port – for rebooting your server anytime
- Full Server Monitoring with Free SMS Alerts

**Co-Located Server Details**

**Customer Name:** \_\_\_\_\_

**Server Name:** \_\_\_\_\_

**Admin Login Name (Not mandatory):** \_\_\_\_\_  
(For use by GoHosting Technicians when responding to support or monitoring system requests)

**Admin Password:** \_\_\_\_\_

**Contact Numbers:**

Home: \_\_\_\_\_ Work: \_\_\_\_\_ Mobile: \_\_\_\_\_

Would you like your server monitored by the GoHosting Monitoring System? YES/NO

**Extra Information:**

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**Credit Card Details: (If paying by credit card only)**

**Name on Card:**

**Expiry Date:**

**Card Number:**

**CVV Number:**

**Tick One:**    **VISA ( )**        **Bankcard ( )**        **MasterCard ( )**

**I hereby authorise GoHosting to charge this credit card:**

**Signed:**

\_\_\_\_\_  
**(Signature)**

By my signature below I hereby acknowledge that I have read and understood the Terms and Conditions. I verify that I am over 18 years of age and I also acknowledge that all invoicing and correspondence is done via email.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## 1. Definitions

- GoHosting means GoHosting, and any agent's contractors or employees of GoHosting.
- You means the customer who has requested the GoHosting Services and your employees agents or any other person who uses your account, login or password, with or without your authorisation.
- The Commencement Date of this agreement is the earlier of:
  - the date that your application to GoHosting for access to the GoHosting Network is accepted; or
  - the date that you first access the GoHosting Network
- The Fees we charge are the fees contained in the Fees Box.
- The GoHosting Network means the provision of access or connection to the Internet and World Wide Web, including any associated setup or configuration procedures taken by You to gain said access.
- GoHosting Services means provision of access to the Internet and the World Wide Web via the GoHosting Network.
- You are deemed each time that you access the GoHosting Network to have checked these conditions for any changes and GoHosting strongly encourages you to do so.

## 2. GoHosting Services

- GoHosting will endeavor to provide service to you as soon as possible after you complete the relevant sign up forms. This will usually be within four working days.
- If GoHosting is unable to provide the service you have requested, you will be informed with 5 working days and you will receive a full refund for any charges paid for that service.
- GoHosting will provide You with GoHosting Services in such a manner as GoHosting deems fit.
- You agree to provide all the hardware required to properly use the GoHosting Network unless otherwise agreed with GoHosting.
- GoHosting reserves the right to alter the nature of the GoHosting Network at any time.

### 3. You Agree to Pay

- You agree to pay to GoHosting The Fees in respect of the GoHosting services provided. The fees are required to be paid by You to GoHosting within 7 days of the despatch of the invoice. Invoices can be sent in writing or electronically by E-Mail.
- GoHosting reserves the right to alter the amount and nature of its Fees. GoHosting will give You notice of any changes to Fees either electronically or in writing. You will get fourteen (14) days notice of the changes to the Fees. If You do not wish to continue to use the GoHosting Network You are required to notify us within that fourteen (14) days period of the same and GoHosting will disconnect your account. If You do not respond we will assume that you have accepted the revised Fees.
- If You do not pay your Fees within the specified period we reserve the right to charge You interest at the rate of 12% per year accruable daily from the due date for payment until the date that the payment is received by GoHosting. GoHosting also reserves the right to require you to pay an administrative charge for late payments.
- You acknowledge that you are responsible for all Fees incurred by anyone using your account login or password regardless of whether or not You have authorised them to do so. Accordingly we strongly advise that You take all appropriate action to ensure the absolute security of your account login and password details
- If You provide a credit card or direct debit authority, it will be debited upon renewal unless You instruct otherwise. 14 days notice is required if You do not want a payment to be charged against an existing credit card or direct debit authority.

### 4. Fees

- Fees are payable in advance.
- You will be notified prior to the commencement of any billing period of the Fees payable for that period.
- The amount of the Fees is contained at <http://www.GoHosting.com.au>

## 5. Content of Information

- You agree to use the GoHosting Network only in accordance with the Acceptable Usage Policy.
- You agree to comply with all the reasonable directions and instructions of GoHosting in relation to use of the GoHosting Network.
- You agree to observe all relevant laws in the State or Territory in which you reside relating to the use of the Internet.
- Subject to this agreement, GoHosting recognises the customer's wishes for privacy and does not purport to exercise control or supervision over the content of information accessed or provided via the GoHosting Network. However, if GoHosting for whatever reason becomes aware of a breach of the Acceptable Usage Policy then it reserves the right to immediately;
- Without notice remove any web pages provided by or to You
- Terminate or suspend the provision of the GoHosting Services to You
- Provide a copy of the infringing material to any authority empowered by law to request the same
- You acknowledge that GoHosting will have access to data you create and access, and whilst generally GoHosting will respect your privacy, in very limited cases such as resource allocation or system checks GoHosting will examine data content. You agree in those cases that GoHosting will not be held liable by You for any alleged breach of confidentiality or privacy.

## 6. Miscellaneous

- If any goods and services tax or value added tax or any similar tax is imposed or arises as a result of this agreement then that is a cost that You must pay in addition to The Fees.
- You acknowledge that this agreement can not be assigned by You to any one else without consent from GoHosting. However GoHosting can assign its rights under this agreement without your prior written consent. Any assignee to whom GoHosting sells its rights will be required to notify You if the same occurs.

Unless otherwise agreed the relevant law to apply to any dispute that arises between GoHosting and You is the Law of the Australian Capital Territory.

## 7. Acceptable Usage

You must **NOT** carry out any actions which:

- are Illegal
- breach any legislation of the State or Territory in which You reside or operate, or of the Commonwealth of Australia
- Constitute mail bombing/flooding to any user of any system
- Constitute the generation and distribution of viruses or any type of malicious software however described
- Are designed to gain access to any Network or data holdings for the purposes of causing damage or harm
- involve obtaining utilising or distributing software illegally or using software for which You do not have a licence
- send excessive unsolicited communications
- run CPU intensive tasks, or of IRC bots unless express permission has been granted by GoHosting
- run programs on the GoHosting Network which are intended to open sockets or ports and keep them open waiting for data
- store or transfer any material which describes in any detail hacking, cracking or any other illegal or undesirable techniques
- involve the storage of binaries from any other system.
- store or transfer material which is offensive or indecent
- involve excessive cross posting into any news group
- infringes the intellectual property of any third party
- are of a fraudulent or a defamatory nature.
- are intimidating threatening or harassing in nature.
- are other matters that GoHosting in its complete discretion may determine is unacceptable or undesirable.

## 8. Credit Card Information

- GoHosting uses the [www.directone.com.au](http://www.directone.com.au) payment gateway for all credit card processing.
- Customer credit card details are not stored on the GoHosting network.
- All transmission of credit card information takes place within an 128 bit encrypted SSL tunnel

## 9. Disclaimer

- GoHosting will endeavour to provide the GoHosting Service to You to the best of its ability.
- However from time to time there will need to be proper maintenance of the GoHosting Network and at some times GoHosting may not be able to provide You with Internet access (down time). GoHosting will endeavour to minimise down time and where possible schedule such down time at a time least likely to inconvenience You.
- GoHosting discloses that its Internet services are provided pursuant to a Head Agreement with Telstra. If for any reason there is a problem with the provision of services from Telstra to GoHosting this may also effect the supply of the GoHosting Services to You.
- Due to these factors GoHosting can give You no warranty or guarantee in relation to the availability of the GoHosting Services at all times. Similarly it gives no warranty or guarantee in relation to the performance features or compatibility of any co-operating electronic mail network or connected Internet service.

## 10. Indemnity

- You indemnify GoHosting and hold GoHosting harmless against any damages arising from any claims brought by You or any other person against GoHosting from your use of the GoHosting Service, your negligence or your breach of this agreement.
- Except as provided by the contrary by Legislation you acknowledge that GoHosting is not under any liability to You in respect of any loss or damage which you may suffer from the provision of the GoHosting Network or its inability to do so. In particular GoHosting accepts no liability for any loss of business, personal discomfort or any other damages arising from or alleged to have arisen from the loss of or non-provision of services to You or any third party.
- We specifically exclude any implied warranties from this Agreement. If by Legislation we are required to give a warranty as to services then You agree that our liability for any breach of such warranty is limited to
  - the supply of the GoHosting Service again; or
  - the payment of cost of having the GoHosting Service supplied again.

## **11. Protection of Data and the Need for Backing Up**

- GoHosting advises that whilst it will use its best endeavours to preserve the integrity of your data, it is NOT liable for any damage or loss caused by loss or damage to your data. GoHosting strongly advises You that You should prepare and maintain independent backup files of all data provided or accessed under the GoHosting Network.

## **12. Our Right of Termination**

- GoHosting is entitled to immediately terminate this agreement without any requirement to notify You in the event that;
  - We discover that You have breached this agreement
  - You become bankrupt or go into liquidation or have a receiver appointed to You or assets You own
  - any account payable by You remains unpaid for a period in excess of seven (7) days
  - for any other reasonable matter that GoHosting in its complete discretion decide.
- In addition to our right of termination we can also without notice suspend your account if your account is overdue. If we then chose to reconnect the account - which we are not obliged to do - You will be required to pay the necessary reconnection fee.

## **13. Refunds**

- If GoHosting is unable to provide the service you require, you will be entitled to a full refund, or where the service was provided for part of the billing period, you will receive a refund for the portion of the period where service was not provided.
- Where possible, refunds will be paid using the same method as the initial payment. If this is not possible then you will receive a cheque refund.

## **14. Privacy**

- GoHosting will collect information from you personally or your company, during the sign up process. This information will be used internally by GoHosting to provide the requested service/s
- GoHosting will never release your private information to a third party without your prior consent, unless required to do so by law.
- GoHosting reserves the right to identify your domain name and business name to future potential customers for the purposes of publicity and promotion.