

Lab
385

Website hosting *plans*

Updated June 2023

Hosting specifications

All of our hosting options are hosted in Australia on Solid State Drive (SSD) cloud compute virtual CPUs.

	STANDARD	CORPORATE	ENTERPRISE
	Standard brochure sites	High traffic or ecommerce sites	Extremely high-traffic websites
DISK SPACE	10GB	20GB	50GB
MONTHLY TRAFFIC	256GB	512GB	1TB
MONTHLY RATE	\$64.50 / mo	\$80.50 / mo	\$96.75 / mo

All of our hosting plans include

- Scheduled backups and uptime monitoring
- Server updates & patches, minor PHP upgrades
- SSL certificates on every site

All prices inclusive of GST

Website care plan

Keep your website secured with our additional care plan.

CARE PLAN

\$177.45 / mo

The care plan allows up to an hour of support each month for us to perform the following:

- Minor CMS and plugin updates
- Site updates by request as time allows

All prices inclusive of GST

Plan selection and *acceptance*

Domain: _____

	STANDARD	CORPORATE	ENTERPRISE
HOSTING	\$64.50 / mo <input type="checkbox"/>	\$80.50 / mo <input type="checkbox"/>	\$96.75 / mo <input type="checkbox"/>

CARE PLAN	\$177.45 / mo (additional) <input type="checkbox"/>
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Declaration:

1. This service is website hosting only (domain registration not included).
2. We must keep our contact and payment details up to date
3. We agree to the terms and conditions on the next page
4. We understand we must give 30 days' written notice to cancel hosting.

Signature: _____ **Date:** _____

Name: _____ **Position:** _____

Company: _____ **ABN:** _____

Address: _____

Email: _____ **Phone:** _____

Terms & conditions

1. Indemnity

1.1 The Customer agrees to indemnify and hold harmless Lab 385 and its employees, contractors, agents and directors in full against any and all liabilities, claims, losses, damages, penalties, actions, judgments, suits, costs or expenses of any kind arising under this agreement, including from the use by the Customer of any intellectual property rights of any third party and the registration or use of domain names or hosting accounts by the Customer.

2. Content Ownership

2.1 The Customer assumes sole responsibility for obtaining any and all necessary licenses, consents, authorizations and approvals to enable it to lawfully use any and all intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of any proposed domain name or other intellectual property rights being used by the Customer.

2.2 Unless otherwise stated, all information and data stored on any server by the Customer or its agents is the property of the Customer. Lab 385 claims no ownership and assumes no responsibility whatsoever over, in or in respect of, any Customer information or data.

2.3 Lab 385 will use its best endeavours to ensure that Customer information remains confidential in accordance with the Lab 385 privacy policy.

2.4 The Customer agrees that Lab 385 may access Customer information and data at any time and for any reason.

3. Limitation of Liability

3.1 The Customer will not, under any circumstances, seek to hold Lab 385 responsible or liable

for any loss or damage whatsoever either under this agreement or in relation to the provision of the Services, including but not limited to:

- (a) loss of profits arising out of, or in connection with, this agreement;
- (b) use, misuse, suspension and or loss of any Customer domain registrations;
- (c) interruption to the business and operations of the Customer;
- (d) access delays or interruptions to any website accessed by registered domain name of the Customer;
- (e) non-delivery, corruption, modification, or destruction of data and or information;
- (f) events beyond the control of Lab 385

3.2 Lab 385 shall not, under any circumstances, be liable or responsible for any acts, omissions or errors, whether negligent or otherwise by a Registry administrator or any other third party arising out of or related to, any domain name application, including the receipt of, or failure to receive, a domain name registration by the Customer or any third party.

4. Cancellations

4.1 The Customer may cancel hosting services without reason at any time by giving 30 days notice in writing, to be delivered by email to hello@lab385.com.au. There will be no refunds for lost portions of hosting plans.

4.2 Upon receipt of a cancellation notice or otherwise upon the expiry or termination of this agreement Lab 385 will be entitled to delete and not retain any records, data, programs or other content of the Customer.

Terms & conditions

5. Termination

5.1 Lab 385 may suspend or terminate access to the Services without notice to the Customer if the Customer account becomes overdue. Lab 385 will not be responsible for any loss or damage to the Customer or any other party as a result of such suspension or termination.

5.2 Lab 385 may request the Customer to rectify any breach of this agreement. If the Customer fails to rectify any such breach within 30 days from the issuing of such a request by Lab 385, Lab 385 is entitled to treat the Customer as having committed a material breach and repudiated their obligations under this agreement and to terminate the agreement without further notice. Upon such a termination of this Agreement, all monies owing by the Customer to Lab 385 will immediately become due and payable.

5.3 In the event of a suspension and/or a termination of the Services by Lab 385 the Customer agrees that Lab 385 shall be entitled to:

- (a) block the Customer website; and
- (b) remove all data and or information located on it.

5.4 Lab 385 shall retain the sole discretion as to whether any data and/or information removed is:

- (a) immediately deleted from existence in its entirety; or
- (b) held for such period to enable the Customer, at its expense and subject to payment of all monies owing to Lab 385, to collect the data and or information.

5.5 In the event of a termination or suspension, Lab 385 may post such notice in respect of the non-availability of the Customer website as it deems fit.

6. Law

This agreement shall be governed by and construed in accordance with Western Australian law, and the parties hereto hereby submit to the non-exclusive jurisdiction of Western Australian courts.

7. Headings

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this agreement.

8. Agreement

8.1 The Customer has not relied on any representation by Lab 385 other than those expressly stated in this agreement.

8.2 Prior to entering into this agreement, the Customer represents and warrants to Lab 385 that the Customer has read, understood and agrees to be bound in full by the Lab 385 General Terms and Conditions