

CUSTOMER AGREEMENT

1. DEFINITIONS

"**Acceptable Use**","**Fair Use**" refers to how We expect Our Services to be used by You;

"**Agreement**" means this Agreement, (including the recitals, schedules, appendices and exhibits to it), as it may later be amended or supplemented by the parties in writing;

"**Australian Dollars**", "\$" or "**AUD**" means the lawful currency of Australia;

"**Business Day**" means Monday to Friday, excluding public holiday's in Brisbane, Queensland, Australia;

"**Client**", "**Customer**", "**You**" or "**Your**" refers to any person, partnership, corporation, or other legal entity or their agent acquiring services from PlanetCentral;

"**Domain Name**" refers to a Domain Name in any of the gTLD, ccTLD or other types of TLD's offered by PlanetCentral whether the subject of Your application for services is successful or not;

"**Domain Name Licence**" means your licence to use the Domain Name which is the subject of your application;

"**Email**" refers to Your email address that You have provided to Us in the PlanetCentral Portal;

"**GST**" has the same meaning given to that term in 'A New Tax System (Goods and Services Tax) Act 1999';

"**gTLD**" means General Top Level Domain;

"**ICANN**" refers the Internet Corporation for Assigned Names and Numbers, being the not-for-profit regulatory body of the Domain Name industry worldwide;

"**Order**" means an instruction to purchase Services through the PlanetCentral Portal;

"**PlanetCentral**", "**PlanetCentral Hosting**", "**Our**", "**Us**" or "**We**" means Planet Central Consulting Pty Ltd (ABN 20 619 892 974);

"**PlanetCentral Portal**" means the sales and administrative websites where orders, support tickets and instructions can be received and issued;

"**Privacy Policy**" refers to the PlanetCentral Privacy Policy that is available at <https://www.planetcentral.com.au/about-us/privacy-policy/> ;

"**Registrar**" refers to the registrar of record for Your Domain Name Licence;

"**Registrant Agreement**" means the policies of the Registry Operator that Your Domain Name Licence has been acquired under;

"**Registry Operator**" means the registry operator of the Domain Names registry for the Domain Name;

"**Service**", "**Service(s)**" or "**Services**" means any service that PlanetCentral contracts to provide You with once an order has been placed through the PlanetCentral Portal. These service(s) are identified in full within the PlanetCentral Portal and Service Provision Email(s) that PlanetCentral has sent after You request our service;

"**Service Provision Email**", "**Service Provision Email(s)**" refers to emails issued by PlanetCentral confirming the Services that You have ordered through the PlanetCentral Portal;

"**Support**" refers to the request placed through the PlanetCentral Portal or via telephone to PlanetCentral with the express aim to help You resolve an issue relating to Services that We are contracted to provide to You;

"**User**" refers to the End User of the Customer using our Services.

2. ACCEPTANCE

You accept this Agreement as well as Our Privacy Policy and any applicable Registrant Agreement(s) when You submit Your Order to PlanetCentral for Services, and that Order was accepted by Us and We sent you a Service Provision Email.

3. PRICING

3.1. All prices on the PlanetCentral Portal are quoted in AUD and are inclusive of GST.

3.2. All pricing is subject to change. We will provide 30 days notice to Your Email of a change to the pricing for Your Service.

4. PRIVACY OF YOUR DATA

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- 4.1. We are committed to protecting the privacy of Your data. We will not scan or aggregate any attributes of Your data for the purposes to give away, market to, sell or rent Your data to a third party.
- 4.2. We will comply with any lawful request from government and private entities to grant access to Your data as required to comply with said lawful request. If the request does not have a lawful basis, or it is overly broad in nature or unclear, We will reject the request.

5. OWNERSHIP OF EQUIPMENT

You have no rights to the hardware, software, licences, infrastructure or facilities used by PlanetCentral to provide Our Service to You.

6. ACCOUNT MANAGEMENT

- 6.1. It is Your responsibility to provide accurate, current and complete information about You.
- 6.2. If Your details change, You are required to maintain and promptly update Your registration data in the PlanetCentral Portal to keep it accurate, current and complete.
- 6.3. If You provide any information that is untrue, inaccurate, not current or incomplete, or PlanetCentral has reasonable grounds (at its sole discretion) to suspect that such information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate Your account and refuse any and all current or future use of the Service (or any portion thereof).

7. ADMINISTRATORS

Through Our Services You may be able to specify certain Users as administrators, who will have important rights and controls over Your use of the Service(s) and any accounts that are created. This may include creating, de-provisioning, monitoring or modifying User accounts; setting User usage permissions; and managing access to Your data. You are responsible for anyone that You allow to become designated as an administrator and any actions they take. You agree that We are not responsible for Your Users or administrators actions.

8. CUSTOMER CONDUCT

- 8.1. The Customer agrees to conduct themselves in an appropriate and professional manner when seeking Support from PlanetCentral.
- 8.2. PlanetCentral will not respond to requests for Support when You have used offensive or obscene language; made threats of violence or legal action. If the Support request is being made via telephone then the call may be terminated by PlanetCentral.

9. PASSWORDS AND SECURITY

You will securely keep any passwords or login details used in connection with the Service. We recommend that You do not share any passwords or login details. You will be held liable for any breaches in security or data loss due to You sharing Your login or password with other parties.

10. DATA PROTECTION

- 10.1. It is the Customer's sole responsibility to maintain regular backups of their data contained with Our Services. The Customer will not hold PlanetCentral liable for incomplete, out of date, corrupt or otherwise incomplete data recovered from backups and archives.
- 10.2. We will backup Your data on a regular basis for Our purposes of disaster recovery. In the event of equipment failure or data corruption, We will restore Your data from the last known good backup.
- 10.3. If You terminate Your Service(s) with PlanetCentral any backups of Your data that are associated with the terminated Service and is stored on Our servers will be deleted.
- 10.4. We use security, intrusion detection, spam and virus filters to protect Our Services and Your data. This may result in data transmission packets and Your data being inspected by our automated technology to ensure they are not a threat to Our Services and Your data.

11. FAIR USE

- 11.1. Our unlimited service offer(s) are not designed to allow a single user to influence the overall PlanetCentral system performance.
- 11.2. We will make every effort to provide You with additional resources whenever possible, including the relocation of Your Service to a newer, faster server. However, if the resource usage reaches a level where it may influence the overall server or system performance in a negative way, PlanetCentral reserves the right to take corrective actions. You may be contacted to discuss the need to upgrade Your Service to a different Service. In rare cases We may disconnect or terminate Your Service.

12. ACCEPTABLE USE

- 12.1. You acknowledge that You are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that You are solely responsible for the files, content and applications that have been uploaded and executed.
- 12.2. Unacceptable Content and Material: You may not publish, transmit, distribute or store any content or material on PlanetCentral's servers or network that We believe or a state statute or country law considers Constitutes child pornography; Is excessively violent or incites, threatens or implies violence; Contains harassing content or hate speech; Is unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in Your state; Is defamatory or violates a person's privacy; Creates a risk to a person's safety, health or security; Compromises national security or interferes with an investigation by any law enforcement agency; Improperly exposes trade secrets or any other confidential or proprietary information of another person or business; Is intended to assist others in defeating technical copyright protection, which includes illegal file sharing and torrents; Clearly infringes on another person or businesses trade mark, patent or property; Promotes illegal drugs or violates import or export laws; Relates to illegal gambling or fire arms trafficking; Is otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to PlanetCentral; Is otherwise malicious, fraudulent, or may result in retaliation against PlanetCentral by offended viewers.
- 12.3. Prohibited Use: Our Service(s) may not be used for the following purpose(s): for storage of data exceeding the size provided by PlanetCentral as part of the Service offering; IRC scripts or bots; proxy scripts or anonymous browsing utilities; Image or file hosting scripts (similar to Photobucket, Rapidshare, etc); IP scanners; pirated software or "warez" sites; banner advertisement services; lotteries, banking or investment sites (such as Pyramid or Ponzi schemes); hacker focussed sites, archives or programs; content that is or contains excessively violent or incites, threatens or implies violence; harassing content or hate speech; unfair or deceptive under any relevant Fair Trading or Consumer Affairs act in Your state; defamatory or violates a person's privacy; a risk to a person's safety, health or security; content that compromises national security or interferes with an investigation by any law enforcement agency; improperly exposes trade secrets or any other confidential or proprietary information of another person or business; is intended to assist others in defeating technical copyright protection, which includes illegal file sharing and torrents; clearly infringes on another person or businesses trade mark, patent or property; promotes illegal drugs or violates import or export laws; relates to illegal gambling or fire arms trafficking; otherwise illegal or solicits conduct that is illegal under laws applicable to the Customer or to PlanetCentral; malicious, fraudulent, or may result in retaliation against PlanetCentral by offended viewers.

13. SPAM AND BULK EMAIL

- 13.1. You warrant that You will not knowingly use the Service for sending any unsolicited email or any unsolicited bulk email (commonly known as spam).
- 13.2. You may not use Our Service to send email to any purchased email lists for individual or bulk email sending.
- 13.3. You warrant that all mailing lists used are "opt-in" by the recipient, and all recipients in the list have consented to being on the list.
- 13.4. You warrant that all commercial emails sent contain an appropriate mechanism for the recipient to "opt-out" of the list.
- 13.5. You warrant that all email sent, either individually or bulk, complies with the Australian Spam Act 2003 (http://www.acma.gov.au/WEB/STANDARD/pc=PC_310322), the United States CAN-SPAM Act 2003 (<http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>) and any other relevant Spam-related legislation that may be created or amended from time to time.

14. DOMAIN NAME REGISTRATION - YOUR OBLIGATIONS TO US

- 14.1. You must comply with the published policies from the relevant Registrar, as if they were incorporated into and form part of this Agreement.
- 14.2. You represent that, to the best of the Your knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party and that the Domain Name is not being registered for any unlawful purpose.
- 14.3. You acknowledge there are mandatory terms and conditions that apply to all Domain Names licences, and such terms and conditions are incorporated into, and form part of, this document, and
- 14.4. You are bound by, and must submit to and domain dispute policies set forth or inferred from this Agreement, whether directly or indirectly; and
- 14.5. We, the Registrar, ICANN or the Registry Operator may delete or cancel the registration of a Domain Name for any breach in this Agreement, ICANN Agreement or registry Agreement is determined, whether directly or indirectly referenced in this Agreement.

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- 14.6. Throughout the period of Your Domain Name Licence, You must give notice to the Registry Operator (through us) of any change to any information which You have given us.
 - 14.7. You agree that Your use of our Services is solely at Your own risk.
 - 14.8. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
 - 14.9. We make no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free; nor do We make any warranty as to the results that may be obtained from the use of the Service(s) or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected.
 - 14.10. No advice or information, whether oral or written, obtained by You from Us or through the Service shall create any warranty not expressly made herein.
- 15. DOMAIN NAME REGISTRATION - OUR OBLIGATIONS TO YOU**
- 15.1. Once Your Domain Name application is accepted and approved, We will cause Your Domain Name details to be entered in the Domain Names registry.
 - 15.2. We will give You immediate notice if We are no longer an accredited agent for the Registrar via the way of suspension, termination or other;
 - 15.3. We will take reasonable precautions to protect Your data from loss, misuse, unauthorised access or disclosure, alteration or destruction.
 - 15.4. We will take reasonable precautions to protect the information We obtain from You from our loss, misuse, unauthorised access or disclosure, alteration or destruction of that information.
 - 15.5. We are not obliged to renew Your Domain Name if You do not confirm to Us that the Domain Name should be renewed. In such circumstances We are not liable for any loss or damage resulting from the non-renewal of Your Domain Name. We are not obliged to renew Your Domain Name where You have unpaid invoices or if You are in breach of any terms of this Agreement.
- 16. SERVICE AVAILABILITY**
- 16.1. PlanetCentral guarantees that Your Service(s) will be available at least 99.9% of the time during any 12-month period.
 - 16.2. We cannot be held responsible for upstream problems outside of our network and areas where PlanetCentral has no direct influence, such as a backbone provider failures; Telecommunications main line cuts; DNS or Registrar problems with Your domain name(s); routing problems between Your location and Our data centers.
 - 16.3. The service availability guarantee is not applicable if the service interruption was caused by a natural or unnatural event that is not directly under the control (or jurisdiction) of PlanetCentral.
 - 16.4. The service availability guarantee does not include problems stemming from an error or series of errors caused by You; a purposeful interruption, for example if You shut down Your server; You deleted Your data or website or You caused an error on our system(s); Services that You receive free of charge from Us; Domain Name registration; Domain Name hosting or SSL certificate provision; scheduled essential maintenance or patching requirements in order to protect Our systems and Your data.
 - 16.5. Scheduled downtime is any scheduled interruption of Our Service(s) for the purpose of maintenance, upgrades or replacement of any part of our Service in order to provide ongoing service for Our Customers. We will provide as many warnings as possible sent via e-mail or posted on the PlanetCentral Portal <https://portal.planetcentral.com.au/serverstatus.php> giving a minimum of 24 hours notice in advance.
 - 16.6. If We do not provide 99.9% availability of our Service(s) as defined in this section then We will provide a credit of 25% of the monthly fee charged for Your Service to Your PlanetCentral Portal account.
 - 16.7. We provide technical support for the Service(s) on Business Days from 0800 through to 1800 hours Brisbane time and may from time to time be changed.
 - 16.8. You agree that the standard method of support will be through the PlanetCentral Portal by opening a support ticket or by sending an email to websupport@planetcentral.com.au.
- 17. WARRANTY AND LIABILITY FOR SERVICE(S)**
- 17.1. We accept liability for the supply of the Services to the extent provided in this Agreement.
 - 17.2. We do not warrant that the Services provided under this Agreement; will be uninterrupted or error free; will meet Your requirements, other than as expressly set out in this Agreement;
 - 17.2.1. Exclusions: We exclude all liability for indirect, incidental, special and consequential loss or damage of any kind, loss or corruption of data, loss of use, loss of revenue, loss of profits, failure to realise

- expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Agreement and/or its subject matter; the Services are provided on an 'as is' and 'as available' basis;
- 17.2.2. We make or give no express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this Agreement;
- 17.2.3. no oral or written information or advice given by Us shall create a warranty or in any way increase the scope of the express warranties hereby given, and You may not rely on any such information or advice;
- 17.2.4. our total aggregate liability to You for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services will be limited to the charges paid by You in the 12 months preceding the claim in respect of the Services which are the subject of any such claim. Any claim must be notified to Us within one year of it arising.
- 17.2.5. In the event that this Agreement constitutes a supply of goods or services to a consumer as defined in the Competition and Consumer Act 2010 nothing contained in this Agreement excludes, restricts or modifies any remedies or guarantees where to do so is unlawful. To the full extent permitted by law, where the benefit of any such remedy or guarantee is conferred upon You pursuant to the Competition and Consumer Act 2010 Our sole liability for breach of any such remedy or guarantee shall be limited to the remedies available under that Act.
- 17.3. We specifically exclude any warranty as to the accuracy or quality of information received by any person via Your Service and in no event will We be liable for any loss or damage to any data stored on Our Service. You are responsible for maintaining insurance cover in respect of any loss or damage to Your data stored on Our Service.

18. **SUSPENSION OR TERMINATION OF AGREEMENT**

- 18.1. We may suspend or terminate Your account if You breach this Agreement and fail to rectify any remediable breach within 7 days of Us notifying You to do so; You become insolvent; You are declared bankrupt; or We are ordered to do so by a court or pursuant to an arbitration award.
- 18.2. In addition to any other rights We may have under this Agreement, You agree that We may, without notice to You and without any liability to us, amend, alter or take down Your data or content if We receive an order from a court or other competent body requiring Us to do so; are directed to do so by the Australian Communications and Media Authority, any other regulatory body or authority or industry association; consider in Our sole discretion that You are breaching this Agreement including without limitation, by infringing third party intellectual property rights, or because Your data or content is defamatory, illegal, obscene or breaches a person's privacy.
- 18.3. If Your account has been suspended or terminated due to Your breach, reactivation of Your account will be at our discretion.
- 18.4. If We wish to terminate Your Service for reasons other than a breach of these conditions, We can do so by giving You 30 calendar days written notice. In this circumstance, We will refund any remaining unused credit on Your account.
- 18.5. If Your account is closed for whatever reason You must pay all outstanding charges immediately.
- 18.6. We are under no obligation to provide You with a copy of Your data or content if We have suspended or terminated Your access to the Service for Your breach.
- 18.7. You agree that if, in our sole discretion, You are using the Services in a way which is not legitimate, is not in compliance with this Agreement or any law that We may suspend, disable, limit or terminate the Services or deny You access to the Service without notice, including removing or deleting Your data.
- 18.8. You may terminate Your account or any individual Service with Us for any reason at any time by doing so through the PlanetCentral Portal or by email. Unless You are terminating Your account due to a breach of this Agreement by Us, refunds for monies paid in advance are provided as follows; for Domain Names, no refunds are available; for one-time Services such as digital certificates, no refunds are available; for Services with 30 days or less of time to run, no refunds are available; for Services with more than 30 days of time to run the refund of unused credit will be a whole month pro-rata of the time to run.

19. **INTELLECTUAL PROPERTY**

- 19.1. All right, title and interest in any technology, techniques, software or trade mark that is used in, or provided by Us, as part of the Service(s) is owned or licenced by Us.
- 19.2. You may use the technologies, techniques, software and trademarks as permitted by this Agreement. We otherwise reserve all rights in relation to them.

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20. **ASSIGNMENT**

You must not assign or otherwise transfer Your rights or obligations under this Agreement without Our prior written consent, which We will not unreasonably withhold.

21. **CHANGES TO THIS AGREEMENT**

We may from time to time change the terms and wording of this Agreement and Our Privacy Policy. If You do not accept the amended terms and conditions, You may terminate this Agreement.

22. **SEVERABILITY**

If any clause of this Agreement is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording may be severed from this Agreement and the remaining terms of this Agreement continue in force.

23. **NOTICES**

23.1. Any notice, demand, consent or other communication given or made under this document must be:

(a) in writing and clearly readable;

(b) signed by the party giving or making it (or signed on behalf of that party by its authorised representative);

(c) left at the address or sent by pre-paid security post (air mail if outside Australia) to our registered office:

Planet Central Consulting Pty Ltd.

Unit 4, 169 Riding Road, Hawthorne, Queensland 4171 Australia:

(d) If to PlanetCentral via email: Web@planetcentral.com.au

(e) If to PlanetCentral via Our PlanetCentral Portal: <https://portal.planetcentral.com.au>

23.2. All notifications from PlanetCentral under this Agreement will be by email to Your nominated internet address. By entering into this Agreement You agree to receive other email communications of a marketing and promotional nature unless You opt out of our mailing list. You will not be able to opt-out of critical service notifications, renewal, billing and account notifications, scheduled downtime notifications or any other communications deemed to be an essential part of our Service to You.

24. **GOVERNING LAW**

These terms and conditions are governed by the laws in force in Queensland, Australia. You and PlanetCentral agree to submit to the non-exclusive jurisdiction of the Courts of that State.

25. **THIS AGREEMENT**

Was last updated on 04 December 2020.