HSJ Host Pty Ltd
ACN 673 728 526
Suite 414, Level 2/66 Victor Cres, Narre Warren VIC 3805
1800 519 724 | contact@hsj.host | hsj.host

LEGAL CENTER

Hosting Agreement for WordPress and Shared Hosting Services

The terms for our shared cPanel and WordPress hosting, including backups and fair use.

Last updated: 14 October 2026

Introduction

This Hosting Agreement ("Agreement") applies to the shared cPanel and WordPress hosting services ("Hosting Services") provided by HSJ Host Pty Ltd (ACN 673 728 526), trading as HSJ Host and HSJ.HOST ("HSJ Host", "we", "us", "our"). By ordering or using the Hosting Services, you ("you", "your") agree to this Agreement.

This Agreement forms part of our Terms of Service and should be read together with our Acceptable Use Policy and Service Level Agreement. If this Agreement conflicts with the Terms of Service, this Agreement applies to the Hosting Services.

Your rights under Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

1. Service Overview

Our Hosting Services let you host websites, databases, email and related files on our servers. The features and resource limits of each plan, such as storage, websites, email accounts and CPU, are shown on the plan when you order it.

2. Our Commitments

- **Uptime:** the Hosting Services are backed by a 99.9% uptime guarantee with service credits, as set out in our Service Level Agreement.
- **Performance:** we work to keep our servers fast and reliable, but we don't guarantee specific page load times. Load times also depend on your website's code, plugins and content.
- **Security and maintenance:** we apply security patches and updates to our servers and the server software we manage.
- **Backups:** we take daily backups of your hosting account (see section 4).

3. Your Account and Content

- You are responsible for setting up and managing your websites, applications, email accounts and content.
- You are responsible for keeping the software you install up to date, such as WordPress, themes and

plugins.

- You must make sure your content complies with the law and doesn't infringe anyone else's rights.

4. Backups

- Your plan includes daily backups. We provide these to help with recovery. Backup retention may vary, and we can't guarantee every backup will be complete or restorable.
- You should also keep your own regular, tested backups stored separately from our Services, and not rely only on our backups.
- You can restore backups yourself in cPanel, or ask our support team for help. Restores outside the backups included with your plan may incur a fee.

5. Fair Use

- Shared hosting means server resources are shared between customers. You must not use bandwidth, storage, CPU, memory or other resources in a way that affects other customers or the performance of our servers.
- Features described as "unlimited" or "unmetered" are subject to fair and reasonable use.
- If your usage is excessive, we will normally contact you first and may ask you to reduce your usage or upgrade your plan. We may restrict the account without notice where needed to protect the server or other customers.

6. Prohibited Activities

You must not use the Hosting Services to:

- host or distribute malware, phishing pages or other malicious content;
- host content that infringes copyright, trade marks or other intellectual property rights;
- compromise, or attempt to compromise, the security of our servers or anyone else's systems;
- send spam; or
- host illegal or discriminatory content, or carry out illegal activity.

Our Acceptable Use Policy sets out these rules in more detail.

7. Technical Support

- We provide 24/7 Australian support for your hosting account, server issues and other hosting questions by phone on 1800 519 724, by email at contact@hsj.host, and through support tickets in the client portal.
- Support for third-party applications, themes and plugins is provided on a best-effort basis.

8. Money-Back Guarantee

New Hosting Services are covered by our 30-day money-back guarantee, as set out in section 9 of our Terms of Service.

9. Cancellation, Suspension and Termination

- **Cancelling:** you can cancel at any time by submitting a cancellation request in the client portal. Unless you request immediate cancellation, the service stays active until the end of the period you've paid for.
- **Suspension:** we may suspend or terminate your Hosting Services if you seriously breach this Agreement, our Terms of Service or our Acceptable Use Policy. Where reasonable, we will contact you first and give you a chance to fix the problem. We may act without notice where there is a risk to our servers, other customers or third parties.
- **After cancellation:** your hosting account and its data, including backups, are deleted after the service ends. Please download anything you need before then.

10. Limitation of Liability

To the extent permitted by law, including the Australian Consumer Law:

- we are not liable for any indirect or consequential loss, including loss of profits, revenue, data or goodwill, arising from your use of, or inability to use, the Hosting Services; and
- our total liability under this Agreement is limited to the fees you paid for the affected Hosting Services in the 12 months before the claim.

11. Changes to This Agreement

We may update this Agreement in the same way as our Terms of Service. If a change materially disadvantages you, we will email you at least 30 days before it takes effect, and you may cancel before then and receive a refund of prepaid fees for the unused part of your billing period. See section 3 of our Terms of Service.

12. Governing Law

This Agreement is governed by the laws of Victoria, Australia. You and we submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth courts of Australia.