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LEGAL CENTER

Professional Email & Microsoft 365 Terms

The terms for Microsoft 365 and professional email, including billing and cancellation.

Last updated: 14 October 2026

Introduction

These terms ("Service Terms") apply to Microsoft 365 and professional email services ("Service") provided by HSJ Host Pty Ltd (ACN 673 728 526), trading as HSJ Host and HSJ.HOST ("HSJ Host", "we", "us", "our"). HSJ Host supplies the Service through Microsoft's Cloud Solution Provider program, and Microsoft Corporation ("Microsoft") provides the underlying Microsoft 365 platform.

These Service Terms form part of our Terms of Service. If these Service Terms conflict with the Terms of Service, these Service Terms apply to the Service.

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

1. The Service

- The Service provides Microsoft 365 business plans, such as Business Basic, Business Standard and Business Premium, including Microsoft Exchange email on a domain name you choose (the "Designated Domain").
- Depending on your plan, the Service also includes licences for Microsoft apps and services. Licences are available while your subscription is active and end when it is cancelled.
- Microsoft 365 Personal and Family plans are not included.

2. Microsoft's Terms

- You must accept the Microsoft Customer Agreement, and you agree to comply with it and with any other Microsoft terms that apply to the Service. We will provide or point you to these terms when you order.
- Microsoft and its affiliates may enforce these terms directly against you.
- Microsoft processes your data, including personal information, under its own privacy and data protection terms. You acknowledge and agree to Microsoft's handling of your data for the purpose of providing the Service.

3. Billing, Changes and Cancellation

- **Billing:** licences are billed per user, per month, in Australian dollars including GST, with no lock-in contract unless your order says otherwise.
- **Adding users:** additional licences are charged from when they are added.

- **Removing users or cancelling:** you can reduce licences or cancel through the client portal or by contacting support. Under Microsoft's licensing rules, the change normally takes effect at the end of the current monthly term, and you will be charged for that term.
- **Refunds:** Microsoft only allows licences to be cancelled for a refund within a short window after purchase or renewal, currently 7 days. Outside that window, licence fees are not refundable, except where you are entitled to a refund under the Australian Consumer Law.
- **Price changes:** Microsoft may change its prices. We will tell you about any price change before it applies to your next renewal, in line with section 3 of our Terms of Service.

4. Your Domain Name

- You are responsible for registering, maintaining and renewing the Designated Domain, unless it is registered with us and on automatic renewal.
- Email for the Designated Domain is delivered to Microsoft 365. You can't use the same domain with another email provider at the same time.
- If the Designated Domain expires or its DNS records are changed, the Service may stop working. Service fees continue to apply in that case.
- If your domain is registered with HSJ Host, we will help set up the DNS records needed for Microsoft 365.

5. Users and Mailboxes

- We will set up the users and mailboxes you request on the Designated Domain and let you know when they are ready.
- To add, remove or change users and mailboxes, use the client portal or contact support. Changes may take up to 3 business days. Adding users may incur extra licence fees.

6. Data Migration and Backups

- Moving existing email into Microsoft 365 is not included in the Service. We offer it as a separate paid service. See our Microsoft 365 migration page for details and pricing.
- Unless we are carrying out a migration for you, you are responsible for backing up and moving your data when you start or stop using the Service. To the extent permitted by law, we are not responsible for data lost during a migration you carry out yourself.
- When the Service is cancelled, Microsoft deletes the data in your tenant after its retention period. Please export any data you want to keep before cancelling.

7. Support

- We provide support for setting up, accessing and using your users and mailboxes, as part of the Service.
- Ongoing Microsoft 365 administration and management is available as a separate paid service. See our Microsoft 365 support page.
- Support for Microsoft apps may also be provided through Microsoft's online resources.

8. Your Responsibilities

- You must only use software, services and data with the Service that you have the right to use, and your use must not break the law or infringe anyone's intellectual property rights.
- You are responsible for the security of your users' accounts, including using strong passwords and multi-factor authentication.
- You must comply with the data protection laws that apply to the data you store in Microsoft 365.

9. Limitation of Liability

To the extent permitted by law, including the Australian Consumer Law, we are not liable for outages, data loss or changes to the Service caused by Microsoft, or for any indirect or consequential loss, including loss of profits, revenue, data or goodwill.

10. Changes to These Service Terms

We may update these Service Terms in the same way as our Terms of Service, and when Microsoft changes its terms. If a change materially disadvantages you, we will email you at least 30 days before it takes effect, unless Microsoft requires the change sooner. See section 3 of our Terms of Service.

11. Governing Law

These Service Terms are 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.