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LEGAL CENTER

Terms of Service

The main terms that apply to every service you buy from HSJ Host.

Last updated: 14 October 2026

Introduction

Please read these Terms of Service ("Terms") carefully before using any services ("Services") offered by HSJ Host Pty Ltd (ACN 673 728 526), trading as HSJ Host and HSJ.HOST ("HSJ Host", "we", "us", "our"). By ordering, accessing or using any of the Services, you agree to be bound by these Terms.

Your rights under Australian Consumer Law. Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law, or any other law, that cannot lawfully be excluded, restricted or modified.

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1. Services Covered and Related Agreements

These Terms apply to all Services we provide, including:

- Domain name registration, transfer and management
- Shared cPanel hosting and WordPress hosting
- Reseller (WHM) hosting
- Linux VPS and Windows VPS (Cloud Compute)
- Microsoft 365 and professional email
- Website design and development, including done-for-you websites and WordPress development
- Website maintenance and management
- SEO services
- SSL certificates, website builders and other add-ons we offer from time to time

Some Services are also covered by their own agreement or policy. These form part of your agreement with us:

- Acceptable Use Policy (all Services)
- Privacy Policy (all Services)
- Service Level Agreement (hosting and VPS uptime and service credits)
- Hosting Agreement for WordPress and Shared Hosting Services
- Reseller Agreement for WHM Reseller Plans
- Domain Name Registration Agreement and Domain Name Transfer Agreement
- Professional Email and Microsoft 365 Terms
- Website Design and Development Services Agreement

If a service-specific agreement conflicts with these Terms, the service-specific agreement applies to that Service.

2. Acceptance of Terms

By ordering or using any of the Services, you confirm that you have read, understood and agreed to these Terms and the related agreements listed in section 1.

3. Changes to These Terms

We may update these Terms from time to time. The date of the latest version is shown at the top of this page.

- **Changes that disadvantage you:** if a change materially disadvantages you, we will email you at least 30 days before it takes effect.
- **Other changes:** changes that do not disadvantage you, or that are required by law, take effect when they are published on our website unless we state otherwise.
- **If you don't agree:** you may cancel the affected Service before the change takes effect, and we will

refund any prepaid fees for the unused part of your billing period.

- **Acceptance:** if you continue to use the Services after a change takes effect, you accept the updated Terms.

4. Account Requirements and Eligibility

HSJ Host is an Australian company that provides Services to customers in Australia and internationally. To use our Services:

- **Age:** you must be at least 18 years old and have the legal capacity to enter into these Terms.
- **Contact information:** you must provide and keep up to date accurate contact details, including your full name, address, phone number and a valid email address. We send important notices to the email address on your account.
- **Billing information:** you must provide and keep up to date accurate billing information. Prices and transactions are in Australian dollars (AUD) unless otherwise stated.
- **Verification:** we may ask for documents to verify your identity, business or eligibility, for example for .au domain names. If you don't provide them, we may suspend or cancel the relevant Service.
- **Account security:** you are responsible for keeping your login details secure and for activity under your account. Please tell us promptly about any unauthorised use.
- **Multiple accounts:** you may not hold more than one account without our prior written consent.

5. Your Responsibilities

- **Content and activity:** you are responsible for all content hosted on, and all activity carried out through, your account.
- **Legal compliance:** you must comply with all laws that apply to your use of the Services, including Australian law and the laws of your own country. This includes privacy, spam, intellectual property and export control laws.
- **Security:** you must take reasonable steps to secure your account, websites, applications and servers.
- **Acceptable use:** you must follow our Acceptable Use Policy and any usage limits that apply to your Service.

6. Suspension and Termination

We may suspend or terminate a Service, or your account, if you seriously breach these Terms or our Acceptable Use Policy, including by:

- hosting content that is unlawful under Australian law or the law of your country;
- using pirated, "nulled" or otherwise unlicensed software;
- hosting pornography, hate speech or discriminatory material;
- infringing copyright, trade marks or other intellectual property rights;
- harmful activity such as distributing malware, phishing, spamming or launching denial-of-service attacks; or
- using so much CPU, memory, storage or bandwidth that it affects our servers or other customers.

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 network, other customers or third parties, or where the law requires it. We

may report illegal activity to the relevant Australian or international authorities.

7. Service-Specific Guidelines

- **Domains:** domain names are subject to the rules of the relevant registry and authority, such as auDA for .au domains and ICANN for generic domains. You are responsible for making sure your domain name doesn't infringe anyone's trade mark or other rights. See our Domain Name Registration Agreement.
- **Shared, WordPress and reseller hosting:** these are shared environments, so you must not use resources in a way that affects other customers. Reseller customers are responsible for their own clients' use of the Services.
- **Linux and Windows VPS:** you have full administrative access and are responsible for your server's software, security, updates and backups. Windows licensing is provided under Microsoft's licence terms.
- **Microsoft 365 and professional email:** Microsoft 365 is also subject to Microsoft's own terms. You are responsible for managing your data and complying with the data protection laws that apply to you.
- **Website design, development, maintenance and SEO:** project scope, timelines, payments and refunds are set out in your quote and our Website Design and Development Services Agreement. You must only supply content you have the right to use. We do not use "black-hat" SEO techniques.

8. Payments, Renewals and Cancellations

- **Prices and GST:** prices are in Australian dollars and include GST where stated. We issue tax invoices through the client portal.
- **Automatic renewal:** Services renew automatically at the end of each billing period, and the renewal is charged to your payment method on file. We email you a reminder before renewal.
- **Payment methods:** we accept Visa, Mastercard, Apple Pay, Google Pay, bank transfer and any other methods shown in the client portal at checkout.
- **Failed payments:** we attempt payment on the invoice due date. If it fails, we will try again 14 days later.
- **Late payment and suspension:** if an invoice remains unpaid after its due date, we may charge a late fee (where your service agreement provides for one) and may suspend the Service until it is paid. Unpaid Services may eventually be terminated, and a reinstatement fee may apply.
- **Cancelling a Service:** you can cancel at any time by submitting a cancellation request in the client portal. To avoid being charged for a renewal, cancel before the renewal date. Unless you request immediate cancellation, the Service stays active until the end of the period you've paid for.
- **Price changes:** if we increase the price of a Service, we will tell you before your next renewal, in line with section 3.

9. Refunds and Money-Back Guarantee

30-day money-back guarantee. If you cancel a newly ordered shared cPanel or WordPress hosting Service within 30 days of the original order date, we will refund the hosting fees you paid for that Service. The guarantee does not cover:

- domain registrations, renewals or transfers, including a free domain included with your plan (see section 10);
- renewals of an existing Service;

- Linux VPS, Windows VPS and other Services not listed above; or
- Services terminated because you breached these Terms or our Acceptable Use Policy.

Website design and development projects are refunded in line with your project terms and our Website Design and Development Services Agreement.

Other refunds. Apart from the money-back guarantee and your rights under the Australian Consumer Law, we do not offer refunds for change of mind, unused time, or upgrading or downgrading a Service. If a Service is faulty, not as described, or not fit for its purpose, you may be entitled to a repair, replacement or refund under the Australian Consumer Law.

Chargebacks. Please contact us before disputing a payment with your bank or payment provider. We may suspend the affected Services while a chargeback is being investigated.

To request a refund, open a support ticket in the client portal.

10. Service Limitations and Free Domains

- **Unlimited and unmetered features:** features described as "unlimited" or "unmetered", such as bandwidth, websites or email accounts, are subject to fair and reasonable use. If your usage affects server performance or other customers, we may ask you to reduce it or upgrade, or we may restrict the Service.
- **Resource limits:** plans have limits such as storage, CPU, memory and inodes, as shown on the plan. Going over these limits may lead to restrictions or a required upgrade.
- **Free domains:** eligible hosting plans paid annually may include a free domain registration for the first year. The domain is registered in your name and renews at our standard price after the first year. If you cancel the hosting plan within the first 12 months, you keep the domain, but you must pay our standard registration fee for it. We may deduct this fee from any refund.
- **Uptime:** we aim for high uptime and performance, and our hosting and VPS Services are backed by a 99.9% uptime guarantee with service credits under our Service Level Agreement. Apart from that guarantee and your rights under the Australian Consumer Law, we do not guarantee uninterrupted service.

11. Customer Support

- **Support channels:** we provide 24/7 Australian support by phone on 1800 519 724, by email at contact@hsj.host, and through support tickets in the client portal. Social media is not an official support channel.
- **What we support:** server and network issues, billing, and the control panels we provide.
- **Best-effort support:** we may help with third-party applications and scripts on a best-effort basis.
- **What we don't support:** unless you have purchased a managed, development or maintenance Service, we don't provide code debugging, custom software installation or work outside the standard configuration of your Service.
- **Response times:** we aim to respond promptly and prioritise issues that affect service availability, but we don't guarantee specific response times.
- **Language:** support is provided in English.
- **Respect:** abusive behaviour towards our staff is not tolerated and may lead to suspension or termination of your account.

12. Data Backup

- **Included backups:** shared cPanel and WordPress hosting plans include 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.
- **VPS:** Linux and Windows VPS Services do not include backups unless you purchase a backup add-on.
- **Your responsibility:** you should keep your own regular, tested backups of your websites, databases, email and files, stored separately from our Services.
- **Restoration:** restoring data may incur a fee where it falls outside the backups included with your plan.

To the extent permitted by law, we are not liable for data loss that a reasonable backup kept by you would have prevented.

13. Privacy

We handle personal information in line with the *Privacy Act 1988* (Cth) and our Privacy Policy. If you collect personal information through your website or Services, you are responsible for complying with the privacy laws that apply to you.

14. Indemnity

You indemnify HSJ Host and its officers, employees and contractors against any claims, losses, damages and costs (including reasonable legal costs) arising from:

- your breach of these Terms or our Acceptable Use Policy;
- content you host or transmit using the Services, including any infringement of intellectual property rights; or
- your breach of any law.

Your liability under this indemnity is reduced to the extent the loss was caused by our own negligence or breach. This indemnity continues after your account ends.

15. Warranties

Apart from the guarantees that cannot be excluded under the Australian Consumer Law, and the commitments in these Terms and our Service Level Agreement, the Services are provided "as is" and "as available". To the extent permitted by law, we do not warrant that the Services will meet your specific requirements, or be uninterrupted, secure or error-free.

16. 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, goodwill or business opportunity, arising from your use of, or inability to use, the Services; and
- where the Services are not of a kind ordinarily acquired for personal, domestic or household use, our liability for failing to comply with a consumer guarantee is limited, at our option, to supplying the Services again or paying the cost of having them supplied again.

This section applies whether liability arises in contract, tort (including negligence), under statute or otherwise.

17. Governing Law

These Terms are governed by the laws of Victoria, Australia, wherever you are located. You and we submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth courts of Australia. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18. Miscellaneous

- **Assignment:** you may not transfer your rights or obligations under these Terms without our prior written consent.
- **Entire agreement:** these Terms, together with the agreements and policies listed in section 1 and your order, make up the entire agreement between you and HSJ Host about the Services.
- **Force majeure:** we are not responsible for delays or failures caused by events beyond our reasonable control, such as natural disasters, widespread power or internet outages, or failures of upstream providers.
- **Waiver:** if we don't enforce a right under these Terms, that doesn't mean we have waived it.
- **Severability:** if any part of these Terms is found to be invalid or unenforceable, that part is limited or removed to the minimum extent necessary, and the rest of the Terms continue in full force.
- **Headings:** headings are for convenience only and do not affect how these Terms are interpreted.

19. Contact Us

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