

## Terms of Service

Wombat Servers is committed to providing its customers with high quality services and support. Consequently, to be as transparent as possible, this document outlines;

- our responsibilities to you, and the extent of our liability;
- your responsibilities as a customer;
- our refund policy;
- our cancellation policy;
- account suspensions and closure;
- our billing methods and procedures;
- our policy regarding malicious attacks, including DDoS.

For full terms relating to the restrictions and limitations placed upon your service with us, please refer to our separate Acceptable Use Policy.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing [hello@wombatservers.com](mailto:hello@wombatservers.com).

This is a legal document that all customers of Wombat Servers are required to accept.

**Last updated 21 February 2019**

# **WOMBAT SERVERS TERMS OF SERVICE**

## **1. Definitions**

1.1 "Customer" refers to the person or organisation purchasing or receiving a product or service from Wombat Servers.

1.2 "Service" or "Services" refers to the products or services ordered from Wombat Servers, including but not limited to game servers, web hosting, domain names and dedicated servers. The nature of such a Service is identified via the Customer's Client Area.

1.3 The "Provider" and "Wombat Servers" refers to Site Arrow Inc.

1.4 The "Client Area" refers to the billing account supplied to the Customer upon registration, accessible at <https://wombatservers.com/billing/>.

## **2. Acceptance**

2.1 The Customer signifies and declares their acceptance to Wombat Servers' terms and policies, including but not limited to these Terms of Service and associated Acceptable Use Policy, upon placing an order for a Service, paid or otherwise.

## **3. Limitation of Liability**

3.1. Wombat Servers shall not be liable to the Customer for harm caused by or related to the Customer's Service or inability to utilise the Service.

## **4. Customer Liabilities and Responsibilities**

4.1 The Customer agrees that all personal particulars provided to Wombat Servers upon ordering shall be accurate and correct, and furthermore agrees to maintain the accuracy of this information via their Client Area account. This includes, but is not limited to, the Customer's first name, surname, address, email address and telephone number.

4.2 The Customer accepts responsibility for the end-user security of their account within the Wombat Servers network. The Customer will take all reasonable action to keep passwords or sensitive information secure.

4.3 The Customer agrees that they are solely responsible for any access to their account, authorised or unauthorised.

## **5. Wombat Servers Liabilities and Responsibilities**

5.1 Wombat Servers accepts liability for the supply of the Service purchased by the Customer, limited by the clauses in this agreement.

5.2 Wombat Servers does not guarantee or warrant that;

a. The Service purchased will meet the needs of the Customer, apart from as identified in these Terms.

b. The Service purchased will be immune to denial of service attacks (DDoS), unauthorised access, external hacking attempts, etcetera.

5.3 No advice given by Wombat Servers or its affiliates, representatives or employees shall extend the liability accepted, or warranties offered within these Terms.

5.4 Wombat Servers provides no warranties or guarantees for Services altered by third parties, including but not limited to, developers, should they be engaged by the Customer.

5.5 Wombat Servers accepts responsibility to provide support to the Customer for issues relating directly to their Service, including billing, accounts and hosting environment assistance, as limited by 5.6.

5.6 Wombat Servers accepts no liability or responsibility for the provision of support for third party software, including but not limited to game bugs, add-ons, plugins or modules. The Provider shall not be held accountable for the maintenance, installation or compatibility of such software.

## **6. Fees, invoicing & Accounts**

6.1 Wombat Servers may issue invoices up to 14 days prior to the due date.

6.2 Any upgrades will be charged at a pro-rata rate, based upon the difference in price between the current Service level and the future Service level, and the number of days remaining on the Service billing cycle.

6.3 The Customer acknowledges that no refunds shall be provided for downgrades, unless specified otherwise in writing to the Customer by the Management of Wombat Servers.

6.4 The Customer acknowledges the following billing scheme for invoices;

- a. Invoices associated with new orders are due immediately, upon issuance of the invoice.
- b. Subsequent invoices will be due 14 days from the invoice publication date.

6.5 The Customer acknowledges the following billing scheme for overdue fees;

- a. After a Service has been overdue for three (3) days, Wombat Servers may suspend the service until the balance owing has been received in full.
- b. After 14 days from the due date, Wombat Servers may commence termination procedures for the Service, including but not limited to deleting the Customer's data.

6.6 The Customer agrees that any and all invoices must be paid prior to the provision of new or additional services by the Provider.

6.7 The Customer agrees to contact the Accounts Department of Wombat Servers should a payment be delayed or otherwise impacted.

6.8 Wombat Servers may seek, at its sole discretion, to recover debt through any and all channels available.

6.9 The Customer accepts that upon ordering, and at any other time at the sole discretion of Wombat Servers, the Customer's personal particulars may be verified against third party fraud databases. The Customer accepts that Wombat Servers may, at its sole discretion, refuse to accept an order if it is believed to be fraudulent.

## **7. Payment Methods**

7.1 Should the Customer opt to pay an invoice via credit card, the Customer agrees that this credit card information may be stored within their Client Area account.

7.2 Wombat Servers agrees to store any payment information within a highly secure database, regularly performing security audits and maintaining PCI compliance.

7.3 The Customer agrees that credit card and PayPal orders may be billed automatically for subsequent billing cycles.

7.4 The Customer may alter their payment method at any time via the Wombat Servers Client Area, unless limited contractually otherwise by Wombat Servers.

## **8. Cancellations**

8.1 The Customer must request a cancellation via the Client Area of the Provider's website. For security, cancellation requests will not be accepted via other communication methods.

8.2 The Customer agrees to provide the following minimum notice of their cancellation;

a. Dedicated servers - 30 days notice

b. All other services unless otherwise contractually specified - 7 days notice

8.3 Should insufficient notice of cancellation be provided, either the following billing cycle shall be charged, or one additional month of service shall be charged, whichever is smaller.

8.4 The Customer agrees to pay any overdue and/or outstanding invoices or fees upon cancellation.

8.5 The Customer acknowledges that unless otherwise specified in writing by Wombat Servers Management, or in accordance with Section 9 of this document, refunds will not be offered for cancellations.

8.6 The Provider shall offer the customer two (2) cancellation options, provided that the Provider's terms and policies are otherwise followed by the Customer;

a. Immediate - the Customer's Service shall be cancelled and terminated within 24 hours of the request submission.

b. End of Billing Period - the Customer's Service shall be cancelled and terminated at the cessation of the current Service billing cycle, as published in the Customer's Client Area.

8.7 Should a cancellation request be filed by the Customer by mistake, Wombat Servers will endeavour to correct the request accordingly, however accepts no responsibility or liability for incorrect submissions.

## **9. Refunds & Money Back Guarantee**

9.1 The following Services are not eligible for a refund if the Service has been rendered and provisioned by Wombat Servers or one of its suppliers;

a. Domain names

b. Dedicated servers

9.2 Should the Customer request a refund and cancellation within twenty-four (24) hours of an initial order (applicable to the first billing cycle only), the Provider agrees to provide a full refund under its Money Back Guarantee, as either account credit, or as a transaction reversal.

9.3 The Money Back Guarantee as outlined in 9.2 shall be applicable only to the first billing cycle of a service. Subsequent billing cycles are excluded.

9.4 Repeated claims of the Money Back Guarantee will be approved at the sole discretion of Wombat Servers.

9.5 The Customer will not be entitled to a refund if any of Wombat Servers' Terms, Policies and Agreements have been breached by the Customer.

9.6 Where 9.1, 9.2, and 9.3 do not apply, Wombat Servers may provide a pro-rata refund at its sole discretion.

## **10. Availability of Services**

10.1 Wombat Servers will endeavour to ensure availability of Services at all times, however, the Provider will not be held liable for any Service interruptions or down time.

10.2 Where necessary, scheduled maintenance will be performed as required by the Provider. The Provider will endeavour to schedule such maintenance for a period which will least impact the Customer. For outages predicted to surpass thirty (30) minutes in length, the Provider will advise the customer at least twenty-four (24) hours in advance.

10.3 Where necessary, Wombat Servers will perform emergency unscheduled maintenance. In situations where maintenance will surpass thirty (30) minutes in length, Wombat Servers will publish advisory notices through any and all means necessary, including but not limited to the status page ([status.wombatservers.com](http://status.wombatservers.com)) and emails.

## **11. Limitations and Restrictions**

11.1 The Customer agrees to, and shall abide by the Acceptable Use Policy, published by Wombat Servers.

11.2 The Customer agrees to, and shall abide by the Customer Relationship Policy, published by Wombat Servers.

## **12. Data Integrity**

12.1 The Customer will not hold Wombat Servers liable for corrupt, out of date or incomplete data associated with their Service. It is the sole responsibility of the Customer to maintain regular, audited backups of data. However, for all services excluding dedicated servers, Wombat Servers will make reasonable effort to backup and store the Customer's data for disaster recovery.

12.2 In the event of an infrastructure-wide data loss, such as a disk failure, Wombat Servers will endeavour to restore all services to the last intact archived backup. If this is not possible, the Customer should be prepared to upload their own backups (as per 12.1) to the Service.

12.3 Following the cancellation of a service, Wombat Servers surrenders any responsibility for the storage of the Customer's data.

### **13. Malicious Behaviour and Denial of Service Attacks**

13.1 The Customer agrees to take all reasonable action to prevent the provocation of malicious attacks, including denial of service attacks.

13.2 The Customer agrees that attacks targeting their Services will be treated with the upmost severity.

13.3 The Customer accepts responsibility for any and all attacks targeting their Services.

13.4 Wombat Servers will take every reasonable measure to mitigate denial of service attacks, however accepts no responsibility for such.

13.5 The Customer accepts and shall cooperate with any mitigation processes relating to malicious attacks targeting their Service. Such mitigation processes include, but are not limited to, temporary traffic re-routing, null-routing and network throttling.

13.6 The Customer agrees to cooperate and render information to any subsequent investigation of an attack. The Customer recognises that denial of service attacks are considered a cybercrime by the Australian Federal Police, and investigations may be escalated by the Provider (at its sole discretion) to law enforcement authorities as necessary.

13.7 The Customer acknowledges Wombat Servers' "three strike policy" for DDoS attacks. If a single Service or Customer is the target of three (3) attacks in excess of 1Gbps, or as otherwise deemed a network risk by Wombat Servers, the Service may be suspended or terminated at the sole discretion of Wombat Servers.

13.8 The Customer may be held financially accountable for any bandwidth usage incurred through malicious attacks, at a rate of \$0.50 per gigabyte.

### **14. Suspension and Termination of Services**

14.1 Wombat Servers reserves the right to suspend or terminate a Service if;

- a. The Customer is found to breach any published policy of the Provider, including but not limited to the Terms of Service, and Acceptable Use Policy;
- b. The Customer is formally declared insolvent or bankrupt;
- c. The Customer has unpaid and overdue invoices.

14.2 Wombat Servers may, at its sole discretion, suspend or terminate the Service of a Customer with ten (10) days written notice, with any refunds processed as per Section 9.

14.3 In the event of a suspension or termination, the Customer will nevertheless be held accountable for any due or overdue invoices and incidentals.

14.4 In the event of a suspension or termination, the Provider may not be held accountable for lost data.

### **15. Changes & Alterations to Policy**

15.1. Wombat Servers may alter this document outlining the Terms of Service at any time. Changes will be made available via the Wombat Servers website. Changes made shall become effective immediately once revised Terms are published.

15.2 Should the Customer decline to agree to the revised terms, a cancellation may be requested in accordance with these Terms of Service.

15.3 Wombat Servers agrees that all policies, including these Terms of Service, will be available for both existing and prospective customers via its website.

## **16. Aggregate Agreement**

16.1 These terms and conditions represent a formal contractual agreement between Wombat Servers and the Customer.

## **17. Governing Non-exclusionary Law**

17.1 The Customer agrees to act within the bounds of all local, state and federal laws relevant to the Services delivered by Wombat Servers.

17.2 The Customer acknowledges that this document, as well as other terms and policies published by Wombat Servers, are governed by the laws and regulations of Belize