

Falling Rocks Web Hosting Application



Introduction

Please fill this out and fax it back to Falling Rocks on 02 9477 5825, or send it to 26 Brookes St, Thornleigh NSW 2120. Please call on 02 9114 5825 or 0411 422 123 if you have any questions.

Your Details

Name _____

Organisation _____

Address _____

Suburb _____

State _____

Postcode _____

Country _____

Phone _____

Mobile Phone _____

Fax _____

E-Mail _____

Components

Please tick and provide information for the different Components you wish to access in your Falling Rocks Service.

Firstly, please pick the Base Package that you would like.

<input checked="" type="checkbox"/>	Site Type	Setup	Monthly
<input type="checkbox"/>	E-Mail Only	\$20	\$5
<input type="checkbox"/>	Basic Site	\$50	\$10
<input type="checkbox"/>	Power Site	\$80	\$20

Then, tick any add-ons that you wish to combine with your Base Package.

<input checked="" type="checkbox"/>	Component	Setup	Monthly
<input type="checkbox"/>	Domain Name Registration	<i>See below</i>	
<input type="checkbox"/>	Mailboxes	\$10	\$10
<input type="checkbox"/>	Extra Domain Hosting	\$10	\$5
<input type="checkbox"/>	SSL	\$20	\$5
<input type="checkbox"/>	SQL Server	\$20	\$5

Current Pricing for Domain Name Registration

Suffix of Domain Name	2 years
.com. .org, .net, .biz, .info, .com.au, .net.au, .id.au	\$45
.org, .biz, .info, .asn.au	\$55
.org.au	\$30

Details

Enter the domain name that this account is to use.

E-Mail Redirections:

1. E-Mail sent to _____@yourdomain should be forwarded to _____
2. E-Mail sent to _____@yourdomain should be forwarded to _____
3. E-Mail sent to _____@yourdomain should be forwarded to _____
4. E-Mail sent to _____@yourdomain should be forwarded to _____
5. E-Mail sent to _____@yourdomain should be forwarded to _____
6. E-Mail sent to _____@yourdomain should be forwarded to _____
7. E-Mail sent to _____@yourdomain should be forwarded to _____
8. E-Mail sent to _____@yourdomain should be forwarded to _____
9. E-Mail sent to _____@yourdomain should be forwarded to _____
10. E-Mail sent to _____@yourdomain should be forwarded to _____

Any E-Mail received that doesn't match any of the above should be forwarded to:

If you are getting a Basic Site or a Power Site

What page would you like users to view first on your site if no page is specified (usually index.html for Basic Sites and default.asp for Power Sites):

Please list any users who will need FTP access to the site. For each user, please provide a password:

Name of User

Password

If you getting the SQL Server add-on

Please supply the name for your database

If you have already registered your domain name

- I would like to delegate this domain myself, once the Falling Rocks server is configured
- I would like Falling Rocks to delegate my domain for me. *Tick this if you don't understand the question ☺*

Web Address of Site where this domain was registered

Any relevant password, registry key or login details required to manage the domain

If you wish for Falling Rocks to register your domain name

If you need a .au domain registered, you will need either an ACN (Australian Company Number), an ABN (Australian Business Number) or a Registered Business Name in your state.

The domain name you wish to register must be substantially linked to the name on the ACN, ABN or Registered Business Name.

Please indicate which of the above that you have:

- Australian Company Number
- Australian Business Number
- Registered Business Name. State: _____

Number: _____

If you getting the Mailboxes add-on?

Mailboxes will give you e-mail addresses in the format UserName@YourDomain.Com, so if you want webmaster@yourdomain (for example), supply "webmaster" as one of your mailbox user names.

User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____
User Name: _____	Password: _____

Your Responsibilities

You agree not to assign or otherwise transfer this Agreement or Your rights under it, delegate Your obligations or resell the Service.

You are responsible for any information back-up and the non-disclosure of personal log-in information. Disclosure or loss of log-in information that incur charges or Service misuse is Your responsibility and should be reported to Us as soon as possible.

You indemnify Us from and against all actions, claims, suits, demands, liabilities, losses, costs and expenses arising out of or in any way connected with Your use of the Service.

Charges

You will incur charges throughout the lifetime of the Service, as specified in the **Monthly** column for the services you have selected, above.

All prices are in Australian Dollars and include GST.

We retain the right to alter these charges from time to time and such alterations shall be notified to You by the giving of one month's written notice by e-mail.

By purchasing this Service, You agree to pay all charges. Invoices will be given quarterly, with the Monthly Charges payable in advance. Should payments not be made within four (4) weeks, We may immediately and without notice withdraw Your Service. You are responsible for all use of the Service accessed through the connection details We provide you with.

Terms of Service

We may monitor or keep any records that We deem necessary of Your use of the Service.

The use of the Service is at Your sole risk and is entirely Your responsibility. We do not warrant that the Service will be uninterrupted or error free, nor do We make any warranty as to the results obtained from the use of the Service. All Falling Rocks services are provided on an "AS IS" basis WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, CONSTRUCTIVE, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusion of implied warranties, so this exclusion may not apply to you in full.

Falling Rocks makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the Falling Rocks Service. IN NO EVENT WILL FALLING ROCKS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE FALLING ROCKS' SERVICES OR ANY CONTENT THEREON FOR ANY REASON INCLUDING, WITHOUT LIMITATION, FALLING ROCKS' REMOVAL OR DELETION OF ANY MATERIALS OR RECORDS SUBMITTED OR POSTED ON FALLING ROCKS' SITE FOR ANY REASON. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, CAUSED; ANY FAILURE OF PERFORMANCE; ERROR; OMISSION; INTERRUPTION; DELETION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; FILE CORRUPTION; COMMUNICATION-LINE FAILURE; NETWORK OR SYSTEM OUTAGE; OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. This Agreement shall remain in place until it is terminated by either You or Us by giving one month's signed written or e-mail notice. We reserve the right to terminate the Service to You without notice if You misuse or abuse the Service.

By submitting Your site to Our Service, you represent that the pages comply with these Terms of Service. If any third party brings a claim, lawsuit or other proceeding against Falling Rocks based on Your conduct or use of Falling Rocks services, you agree to compensate Falling Rocks (including its officers, directors, employees and agents) for any and all losses, liabilities, damages or expenses, including legal fees, incurred by Falling Rocks in connection with any such claim, lawsuit or proceeding.

You are solely and fully responsible for any content that you post on Our Service. We do not regularly review the contents of materials posted by clients or other visitors to Our Service. We strictly prohibit the posting of the following types of content on Our server:

We do not allow pornography, and sexual material of a lewd, lecherous or obscene nature and intent or that violates local, state, national and international laws.

We do not allow any material that violates or infringes in any way upon the proprietary rights of others, including, without limitation, copyright or trademark rights; this includes "WAREZ" (copyrighted software that is distributed illegally), "mp3" files of copyrighted music, copyrighted photographs, text, video or artwork.

We do not allow any material that is threatening, abusive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent, or otherwise objectionable; including posting other peoples' private information.

We do not allow content that promotes, encourages, or provides instructional information about illegal activities---specifically hacking, cracking, or phreaking.

We do not allow any software, information, or other material that contains a virus, "Trojan Horse", "worm" corrupted data, or any other harmful or damaging component.

We do not allow hate propaganda or hate mongering, swearing, or fraudulent material or activity.

Falling Rocks is the final arbiter of what IS and IS NOT allowed on Our Service. Further, Falling Rocks reserves the right to modify or remove anything submitted to their server. Actions or activities that may cause termination of Your Service and removal of Your site(s) include, but are not limited to:

- posting or providing links to any content which violates Our Terms of Service;
- conducting or providing links to any raffle, contest, or game which violates any local, state, national or international laws;
- Sending unsolicited email containing any reference to Your Falling Rocks site.

We reserve the right to monitor, and to investigate any complaints regarding any content of Falling Rocks sites, message-board postings, or any chat room statements and to take appropriate action if Falling Rocks finds violations of these Terms of Service. Accordingly, you agree that Falling Rocks will have the right to access Your site at any time, without advance notice. If access to Your site is restricted, whether by password or otherwise, you agree to provide Falling Rocks with whatever information is required to access Your site. In the case of any such complaint, Falling Rocks reserves the right to remove the content complained of while the You and the complaining party attempt to resolve their dispute. This could result in Your sites(s) being removed from Our server for as long as it takes to resolve the dispute.

Governing Law

This agreement is governed by the laws of New South Wales, Australia.

By signing below you agree to be bound by these Terms and Conditions.

Customer Name

Customer Signature

Date/...../.....