

The Guarantee

If your website is hacked or injected with malware, we will restore your website free-of-charge (“**the Guarantee**”). Terms and Conditions apply.

Terms and Conditions

1. Definitions

- a. “**Customer**” means the Party who contracted with the Host for provision of website hosting services.
- b. “**Hacking Event**” means unauthorised access to the Customer’s website which results in Unauthorised Activity on the website including but not limited to, data deletion, data transfer to an unknown party and content modification.
- c. “**Host**” means Karyn Rebecca Clarke trading as Matilda Hosting or Hubsite Builder (ABN 28 763 233 154).
- d. “**Unauthorised Activity**” means any activity that is not done, caused or directed by the Host or the Customer or the Customer’s employees, contractors, agents, assigns, persons and entities under the Customer’s control and third parties directed by the Customer.

2. The Guarantee only applies for Customers that are, at the time of the Hacking Event:

- a. Under a current Hosting Plan with the Host; and
- b. Not in default of any payments due and payable to the Host.

3. If the Hacking Event includes injection of malware to the Customer’s website, the Guarantee will only apply if the Customer is, at the time of the Hacking Event, on an Essential, Premium or Elite Hosting Plan, unless the malware originates from the Host’s server.

4. The Customer acknowledges and warrants that the Guarantee will not apply in the following circumstances:

- a. Where the Customer or the Customer’s staff, contractors, agents, assigns, persons or entities under the Customer’s control or third parties directed by the Customer:
 - i. Directly caused or ordered the Hacking Event;
 - ii. Failed to take reasonable measures to prevent the Hacking Event, including:
 1. Not following the Host’s guidelines available online;
 2. Acting against the Host’s advice and recommendations;
 3. Gross negligence by the Customer;
 - iii. Modified, reversed or tampered with security measures implemented by the Host;
 - iv. Used the website for prohibited content which is determined by the eSafety Commissioner pursuant to the *Broadcasting Services Act 1992* (Cth); and/or
 - v. Breached Commonwealth and/or State Copyright and/or Intellectual Property legislation.
- b. The Hacking Event was caused by modification of the Customer’s computer hardware.
- c. The Hacking event was caused by password theft from the Customer which was caused by the Customer’s negligence including phishing scams, installation of cookies and physical password theft.
- d. The Host is carrying out tests of security measures on the Customer’s website including penetration tests or use of staging servers.
- e. When the Customer’s website is entirely or partially a Peer-to-Peer (P2P) platform and the Hacking Event is connected to an end-user’s activity.

5. The Customer indemnifies the Host for any claim, dispute, damages, loss or liability (including legal liability on an indemnity basis) arising out of the Hacking Event and/or the Customer’s warranties set out in Clause 4.

6. The Customer represents and warrants that they understand and accept the above terms and conditions of the Host’s Guarantee.