Terms of Service

Effective 13 November 2026 · Defy Technologies Pte Limited · Downloaded November 15, 2026 at 3:09 AM Fiji Standard Time

For existing customers, material changes to these terms take effect only in accordance with the notice and change provisions in section 2 of the Terms of Service. Publishing an updated page does not itself replace the required notice.

1. Definitions

In these Terms of Service ("Terms"), the following words have the meanings below:

- **"Defy", "we", "us", "our"** — Defy Technologies Pte Limited, a company operating from 58 Link Road, Lautoka, Fiji (P.O. Box 2521, Lautoka).
- **"Customer", "you", "your"** — the person or organization that holds a Defy account or is party to a Service Agreement with Defy.
- **"Services"** — collectively, Managed Services, Cyber Security, IT Consulting & Advisory, Web and Mobile Development, SaaS applications, software and Microsoft 365 licensing and management, backup and disaster recovery, integrations, technical support, and the Defy Cloud Platform, in each case to the extent included in your order or Service Agreement.
- **"Cloud Platform"** — the services bought and managed through Defy Console, Defy Billing and Defy Accounts, including Cloud Servers, Web Hosting, domains, DNS, SSL certificates and software licensing.
- **"Service Terms"** — the additional terms for a particular service, listed in section 2, together with the Billing, Credit & Refund terms, the Acceptable Use Policy and the Service Levels & Support terms.
- **"Managed Environment"** — infrastructure, hardware, or software that Defy has agreed in a Service Agreement to actively monitor, maintain, or administer on your behalf, as distinct from infrastructure you operate yourself.
- **"Customer Data"** — any data, content, or material you or your Authorised Users submit to, or generate through, the Services.
- **"Authorised User"** — an individual you permit to access the Services under your account.
- **"Account credit"** — prepaid credit held in your Defy Billing account and used to pay for Services, as described in the Billing, Credit & Refund terms.
- **"Service Agreement"** — a signed statement of work, order form, or managed services agreement between you and Defy.
- **"Force Majeure Event"** — an event outside a party's reasonable control, as described in section 15.
- **"Business Day"** — a day other than a Saturday, Sunday, or public holiday observed in Fiji.

2. Acceptance, structure and changes

By creating a Defy account, signing a Service Agreement, or otherwise using the Services, you enter into a binding agreement with Defy on these Terms. You must be at least 18 years old and have the legal capacity to enter into this agreement. If you are agreeing on behalf of a business or other organization, you confirm you have the authority to bind that organization, and "you" refers to that organization.

How our terms fit together

These Terms apply to all Services. The following Service Terms also apply, and form part of these Terms:

- Billing, Credit & Refund terms — for everything you pay for;
- Acceptable Use Policy — for everything you use;

- Service Levels & Support;
- Cloud Servers, Web Hosting, Domains & DNS and Managed Services terms — for those services.

If they conflict, this order applies: (1) a signed Service Agreement, for the matters it specifically addresses; (2) the terms for the specific service; (3) the Billing, Credit & Refund terms; (4) these Terms. Our Privacy Policy explains how we handle personal data.

Changes

We may amend these Terms or any Service Terms from time to time. Material changes take effect no sooner than 30 days after we give you written notice (by email or through the Services), except where a change is required to comply with law or to address an active security risk, in which case it may take effect immediately with notice given as soon as reasonably practicable. Changes that only affect new orders or new customers may apply to them straight away. Continued use of the Services after a change takes effect constitutes acceptance. If you do not accept a change, you may cancel the affected Service before it takes effect. Except where an earlier change is necessary for law or an active security risk, a materially adverse change to an existing fixed-term commitment applies from its next renewal unless you agree otherwise. Cancellation does not remove charges already incurred or a previously disclosed non-cancellable supplier commitment, subject to section 17.

The Acceptable Use Policy and Service Levels & Support terms also apply to their respective subject matter. If a conflict concerning those matters cannot be resolved by reading the documents together, they take priority over these Terms, subject to the signed Service Agreement. Mandatory rights and remedies preserved by section 17 prevail over every document in this agreement. We make the applicable terms available before an order is accepted.

3. Licence Grant & Restrictions

Subject to these Terms and payment of applicable fees, Defy grants you a limited, non-exclusive, non-transferable, non-sublicensable licence, terminable only in accordance with these Terms, to access and use the Services for your internal business purposes.

You must not, and must not permit any Authorised User or third party to:

- Reverse engineer, decompile, or attempt to derive the source code of any Defy platform software;
- Sublicense, resell, or provide the Services to a third party as a standalone offering, except where you are an agency or reseller under a separate written agreement with Defy;
- Circumvent or attempt to circumvent any authentication, rate-limiting, billing or security control on the Services; or
- Copy or misuse Defy's proprietary software or confidential information to build a directly competing product. This does not restrict independent development or legitimate competition using your own materials.

The restrictions above apply to the extent permitted by law and subject to applicable third-party and open-source licence rights. You may use hosting and compute to operate your websites, applications and services for your own customers; this does not authorise resale of Defy account access or standalone Defy services. Defy and its licensors retain ownership of their software, tools, templates and pre-existing materials. You retain ownership of Customer Data and grant Defy and its service providers permission to process it only as reasonably necessary to provide, secure and support the Services or comply with law. Custom development deliverables, source-code delivery and ownership or licence rights must be specified in the Service Agreement; payment alone does not transfer Defy's pre-existing technology.

4. Your Account & Responsibilities

You must give accurate and complete information when you create your account and keep it up to date, including your contact, billing and domain registrant details. We use the email address on your account for important notices, such as renewal and deletion warnings, so you must keep it working and read it.

You are responsible for the accuracy of information you submit to the Services and any configuration data you enter into Console. Where the Services generate reports, invoices, or other outputs derived from data you or your integrations provide, those outputs are only as accurate and complete as the underlying data — Defy is not responsible for decisions made on the basis of incomplete or inaccurate Customer Data.

You are responsible for the conduct of your Authorised Users and for ensuring they comply with these Terms, including the Acceptable Use Policy.

Your responsibility for inaccurate Customer Data and account activity does not exclude Defy's responsibility for its own breach of this agreement, subject to sections 12 and 17.

5. Access Control & Password Policy

Defy Accounts supports multi-factor authentication via authenticator app or passkey, and mandatory enrollment is enforced platform-wide. You are responsible for keeping your login credentials and registered MFA method confidential, and for activity under your account except to the extent caused by Defy's breach of this agreement. Where you or your Authorised Users manage systems we don't administer ourselves, we strongly recommend the same standard: MFA wherever it's supported, and unique credentials per person rather than shared logins.

For any Managed Environment, Defy applies the following internally:

- **Least privilege** — staff and automated tooling are granted only the access needed to perform a given task, not standing access to everything by default.
- **No shared credentials** — Defy does not use generic or shared administrative accounts across customers; access is attributable to an individual or a specific automated process.
- **Periodic review** — standing administrative access to a Managed Environment is reviewed on a reasonable schedule, and revoked promptly when no longer needed — including immediately upon a change in which staff member holds it.
- **One-off task credentials aren't retained** — where you provide a credential for a single task (for example, a manual deployment), it is encrypted while the task runs and is not kept afterward.

Defy staff will never ask you for your account password, MFA codes, or a domain registry auth code over phone, email, or chat. Report suspected unauthorized access or a compromised credential immediately to support@defy.com.fj.

6. Data Hosting, Privacy & Security

Cloud Servers run on our global cloud compute network, in the location you select at checkout; Defy does not relocate your data to a different location without your action. Web Hosting runs on Defy-operated hosting infrastructure.

Data in transit to and from the Services is encrypted using TLS. Sensitive stored data — including identity verification documents — is encrypted at rest using AES-256. Access to administrative and customer-data systems requires multi-factor authentication and is scoped by role, consistent with section 5.

Further detail on what personal data we collect and how it's used is set out in our Privacy Policy.

The selected location describes the primary hosting location of your Cloud Server, rather than every location in which account information, support records, service metadata or authorised backups may be processed. Those activities are described in the Privacy Policy and applicable Service Terms. Security controls described in this agreement concern systems Defy administers; security of customer-administered workloads remains your responsibility unless included in a Service Agreement.

7. Data Retention & Backups

We keep Customer Data for as long as the Service holding it is active. **When a Service ends — because you delete or cancel it, it is not renewed, or it is suspended and then deleted under its Service Terms — the data in it is deleted on the timetable set out in those Service Terms, and recovery after deletion is not promised. Separately purchased snapshots follow their own retention and billing rules.** In particular:

- Cloud Servers are deleted 3 days after an unpaid renewal date, or immediately when you delete them;
- Web Hosting accounts are deleted 30 days after an unpaid renewal date, or at the end of the paid year when cancelled;
- free DNS zones are deleted 30 days after the service that included them ends.

You are responsible for keeping your own backups of all Customer Data you cannot afford to lose. Backup options offered with a Service are a safety measure, not a guarantee. For customers under a Managed Services engagement that includes backup oversight, we periodically verify that backup jobs are completing successfully and, on a reasonable schedule, that a sample restore is actually achievable.

Billing and tax records are kept for the period required by law regardless of account status.

The Privacy Policy describes retention of account and personal records and does not extend the life of a Cloud Server, website, DNS zone or its workload data. Service deletion timelines do not require deletion of records retained by law, security logs or residual copies pending normal backup rotation. Such retained records do not create an ongoing hosting or restoration service. Deletion is subject to lawful preservation obligations.

8. Data Export & Leaving Defy

While a Service is active, you can take your data with you at any time using the tools it provides (for example, downloading files and databases from Web Hosting, or copying data from your Cloud Server), and you can transfer your domains to another provider. For a planned exit from a Managed Services engagement, see the Managed Services terms.

Domain names remain yours and are portable — we provide the transfer authorisation code for any domain registered through us on request, subject to the registry's own transfer rules.

Export your data **before** a Service ends. Once it is deleted under section 7, it cannot be exported.

Suspension may prevent self-service access. An export or assistance request does not pause a published deletion deadline unless Defy agrees in writing. Any assisted migration, restoration, special export or extended storage must be separately agreed, including its scope and charges; there is no indefinite storage obligation. Registry-specific transfer rules apply only to the relevant domain type.

9. Billing & Payment

Prices include VAT and most Services are prepaid from account credit. How charges, renewals, account credit, refunds and non-payment work is set out in the Billing, Credit & Refund terms and in each service's terms.

A subscription's commitment term is distinct from its billing frequency. An annual licence paid monthly remains an annual commitment where disclosed and accepted in the order. Cancellation or suspension does not release charges for services already supplied or previously disclosed non-cancellable third-party commitments, subject to section 17 and any supplier cancellation rights stated in the order. Usage-based charges, minimum commitments, renewal dates and cancellation deadlines must be disclosed in the order or applicable Service Terms.

10. Confidentiality

Each party will use the other's confidential information only to perform its obligations under these Terms or an applicable Service Agreement, and will protect it with at least reasonable care and no less than the care it uses to protect its own confidential information of similar importance. This obligation survives termination of the relationship for 5 years, except for information that constitutes a trade secret, which remains protected for as long as it retains that status.

This section does not apply to information that is or becomes publicly available through no fault of the receiving party, or that must be disclosed by law, provided the disclosing party gives notice where legally permitted.

Confidential information may be shared with personnel, professional advisers and service providers who need it for the permitted purpose and are subject to appropriate confidentiality duties. The receiving party remains responsible for its compliance with this section. Information demonstrably already lawfully known, independently developed without use of the confidential information, or lawfully received without restriction is excluded. Personal data remains subject to the Privacy Policy and applicable law after this confidentiality period ends.

11. Representations & Warranties

Defy warrants that the Services will perform materially in accordance with their published documentation. You warrant that you have the authority to enter into these Terms, that your use of the Services will comply with applicable law, and that you own or have the necessary rights to Customer Data you submit.

Except as expressly stated in this section or a signed Service Agreement, the Services are provided "as is" and "as available", and Defy disclaims all other warranties, including implied warranties of fitness for a particular purpose and uninterrupted or error-free operation, to the maximum extent permitted by law.

The express warranty above concerns the agreed Service and its applicable documentation, subject to stated dependencies and exclusions. Marketing descriptions do not create a guaranteed outcome, availability level or resolution time beyond the express agreement. Any disclaimer is subject to section 17 and does not remove an express obligation in the Service Terms or Service Agreement.

12. Limitation of Liability

To the maximum extent permitted by law, neither party is liable to the other for indirect, incidental, consequential, or special damages, and, whether direct or indirect, loss of profits, loss of revenue, loss of business, or loss of data, arising out of or relating to these Terms or the Services.

Defy is not liable for loss of Customer Data, or for loss of a domain name, that results from a Service being deleted or not renewed in accordance with its Service Terms, from your own actions or instructions, or from your failure to keep backups, but only to the extent the loss was caused by those matters rather than Defy's failure to perform an expressly agreed renewal, backup or management duty.

Defy's total aggregate liability arising out of or relating to the Services will not exceed the fees actually received by Defy for the specific affected Service, less any amounts refunded or credited back to you, for the three-month period immediately preceding the event giving rise to the claim. Fees received in advance for a longer recurring period are allocated evenly across that period, and fees received for a shorter elapsed period are counted for that elapsed period. For a one-time project, the cap is the fees actually received for the affected project, less any refunds. Where no fees were received for the affected Service, including a Service provided without charge, Defy has no liability under this paragraph, subject to section 17. Claims arising from the same or related events are treated as one claim arising at the first event; the cap applies in aggregate across contract, negligence and other legal bases. This limitation does not apply to liability that cannot be excluded by law, including

liability for death or personal injury caused by negligence, or for fraud.

Nothing in this section limits amounts properly payable for Services or non-cancellable commitments, or overrides a refund expressly due under the Billing, Credit & Refund terms. Service credits are available only as expressly provided in those terms or an agreed SLA. The exclusions and cap are subject to section 17, including every right or remedy that cannot lawfully be limited. A different cap applies only where expressly agreed in a signed Service Agreement.

13. Term, Cancellation & Termination

Services renew automatically for the same period until you cancel them or turn off auto-renew in Console, which you can do at any time. A cancelled Service continues until the end of the period you have paid for, unless its Service Terms allow it to be ended earlier (for example, deleting a Cloud Server). Managed Services and other engagements under a Service Agreement end as that agreement sets out, or, if it is silent, on 30 days' written notice by either party, or immediately for the other party's uncured material breach following 30 days' written notice of that breach.

Defy may suspend or terminate a Service, or your account, immediately: for non-payment as described in the Billing, Credit & Refund terms and the relevant Service Terms; for a breach of the Acceptable Use Policy; where continued provision would expose Defy or other customers to legal or security risk; or if you become insolvent or enter administration or liquidation. What happens to your data after a Service ends is set out in sections 7 and 8.

Immediate action is limited to the grounds above and applicable Service Terms. Where practicable and consistent with the urgency, law and security risk, we give reasons and an opportunity to remedy an ordinary remediable breach before permanent termination. Immediate suspension for non-payment, abuse or a security risk remains available. A suspension does not itself authorise earlier deletion than the applicable deletion rule, except where urgent deletion is legally required or reasonably necessary to prevent serious ongoing harm. The cancellation provisions above do not override an accepted fixed-term commitment or supplier cancellation deadline under section 9.

14. Third-Party Providers

Some Services rely on vetted third parties behind our platform — for example, network, payment and domain-registry providers. Their own terms and policies may also apply to those Services, as described in the relevant Service Terms. Defy remains your point of contact and is responsible for the Services it sells you, within the limits of these Terms.

Applicable supplier terms, licence restrictions and dependencies will be identified in the order, relevant Service Terms or a linked supplier policy before purchase where they impose obligations on you. Subject to section 17, Defy does not guarantee a supplier's continued availability, functionality or resolution time and is not responsible for a failure caused solely by that supplier and outside Defy's reasonable control. This does not exclude responsibility for Defy's own configuration, implementation or management duties, subject to section 12. Supplier credits do not create an equivalent customer credit unless the applicable Service Terms or Service Agreement provide for it.

15. Force Majeure

Neither party is liable for a failure or delay in performance caused by events outside its reasonable control, including acts of God, war, civil unrest, pandemic, government action, failures of public utilities or international connectivity, and cyberattacks of exceptional scale directed at critical infrastructure providers rather than a result of either party's own security failure. If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate the affected Service without further liability, other than payment for fees already accrued.

The affected party must give notice as soon as reasonably practicable and take reasonable steps to mitigate the effects. This section does not excuse payment for Services already supplied or disclosed non-cancellable supplier commitments.

Termination does not affect a refund due under the Billing, Credit & Refund terms or a mandatory remedy preserved by section 17.

16. Dispute Resolution

If a dispute arises out of or relating to these Terms or the Services, the parties will first attempt in good faith to resolve it through direct negotiation between authorized representatives for at least 14 days. If unresolved, the parties will attempt non-binding mediation in Suva, Fiji, with the cost of the mediator shared equally, before either party commences court proceedings.

These Terms are governed by the laws of the Republic of Fiji, and any dispute not resolved under this section is subject to the exclusive jurisdiction of the courts of Fiji.

The negotiation and mediation steps do not prevent an urgent application for interim relief, a complaint to a regulator or the Consumer Council of Fiji, use of a statutory tribunal or remedy, or proceedings needed to preserve a limitation period. If the parties cannot agree mediation arrangements within 14 days after a written request to mediate, either may commence proceedings. Nothing here excludes a mandatory jurisdiction or complaint right.

17. General Provisions

Entire agreement. These Terms, the Service Terms, any applicable Service Agreement and our Privacy Policy constitute the entire agreement between you and Defy regarding the Services, superseding any prior discussions or agreements on the same subject.

Consumer law. Nothing in these Terms excludes, restricts or modifies any right or remedy you have under the Fijian Competition and Consumer Commission Act 2010 or other law that cannot lawfully be excluded. Where the law allows our liability to be limited, it is limited as these Terms set out.

Severability. If any provision of these Terms is found unenforceable, the remaining provisions continue in full effect, and the unenforceable provision is severed or modified only to the extent permitted by law.

Waiver. A failure to enforce any provision is not a waiver of the right to enforce it later.

Assignment. You may not assign or transfer your rights under these Terms without Defy's prior written consent. Defy may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its relevant assets.

Notices. Notices to Defy should be sent to info@defy.com.fj. Notices to you will be sent to the email address associated with your Defy account, or shown in Console, and are treated as received when available to you in the ordinary course. A notice that we know has failed is not treated as delivered merely because it was sent. Keeping your contact details current remains your responsibility.

Electronic acceptance. Your electronic acceptance of these Terms (including by creating an account, placing an order, or clicking to accept) is legally binding to the same extent as a handwritten signature, in accordance with applicable Fijian law.

Accrued payment obligations and provisions intended to survive termination, including ownership, confidentiality, lawful record retention, liability and dispute provisions, survive to the extent needed to give them effect. The consumer-law preservation above applies regardless of whether you are an individual or a business whenever the relevant law protects your transaction.

Billing, Credit & Refunds

1. How these terms fit

These Billing, Credit & Refund terms form part of the Terms of Service. They apply to everything you buy through Defy Console, Defy Billing, or the Defy website. Where a service has its own terms (for example Cloud Servers), those terms add to these and take priority for that service.

2. Prices and VAT

- All prices are in Fiji dollars (FJD) and **include Value Added Tax (VAT)** at the rate in force, unless clearly marked otherwise. The price you see is the price you pay.
- Invoices and credit notes show the VAT amount separately, as Fijian tax law requires.
- Our pricing convention rounds service charges and refunds to the nearest FJD 0.05: 1 and 2 cents round down, 3 and 4 cents round up to 5, 6 and 7 round down to 5, and 8 and 9 round up. The amount charged is shown on the applicable invoice or credit note. This is a disclosed commercial rounding convention, subject to applicable tax and payment rules; it is not a statement that cash-rounding law requires all electronic transactions to be rounded.
- If the VAT rate changes, prices change by the same amount from the date the new rate applies, without further notice.
- We may change a service's price by giving you at least **30 days' notice** by email or in Console. The new price applies from your first renewal after the notice period. If you don't accept it, you can turn off auto-renew or cancel before then.
- If a price is shown or charged in clear error (for example an obvious typing mistake), we may correct it. We will tell you, and you may cancel the order for a full return of what you paid.

3. Account credit

Most Defy services are paid from account credit held in Defy Billing (your "wallet").

- **Adding credit.** You add credit by card or other payment methods shown in Defy Billing. Credit is available once your payment is confirmed.
- **Prepaid.** A service is only provided or renewed when your available credit covers its price. We do not provide services on credit unless a Service Agreement says otherwise.
- **Not cash.** Account credit can only be used for Defy services. It cannot be withdrawn, transferred to another person or account, or exchanged for cash, and it earns no interest.
- **Exceptions.** We return unused credit to your original payment method if the law requires it, or if we close your account or stop offering the Services for a reason that is not your breach of these Terms.
- **Reversed payments.** If a payment that added credit is reversed, charged back, or found to be fraudulent, we remove that credit from your account. If your balance becomes negative, we may suspend your services until it is settled, and the amount remains a debt you owe us.
- **No expiry.** Credit does not expire while your account is open. Before you close your account, use any remaining credit; unused credit is not paid out when you close your account yourself, except as set out under **Exceptions** above or where the law requires it. We will tell you your remaining balance before your account is closed.

4. Charges, renewals and auto-renew

- **When you are charged.** Each service is charged as described at checkout and in its service terms: Cloud Servers monthly in advance; Web Hosting, domains and paid DNS zones yearly in advance. Some orders (such as domain registrations and transfers) are charged only once the order has actually been completed.
- **Renewals.** Services renew automatically for the same period, charged from your account credit on the renewal date.
- **Auto-renew.** You can turn auto-renew off at any time in Console. The service then continues until the end of the period you have paid for and is not renewed.
- **Low credit.** When your credit will not cover an upcoming renewal, we email you before the renewal date. What happens if a renewal is not paid is set out in each service's terms.
- **Invoices.** We issue an invoice for every charge and a credit note for every refund. Both are available in Defy Billing.

Your order identifies any annual or other minimum commitment, its billing frequency, renewal term and deadline for cancelling renewal. An accepted annual commitment paid monthly is not a monthly cancellable subscription. Wallet deductions are authorised only for accepted orders, their disclosed renewals and usage charges. No automatic external payment top-up is authorised without your separate agreement. Cancellation of auto-renew prevents the next term and does not cancel an existing non-cancellable term.

5. Refunds

- **Cloud Servers.** When you delete a server, the unused part of the month you paid for is returned to your account credit automatically, worked out by the hour, as set out in the Cloud Servers terms.
- **Yearly services** (Web Hosting, paid DNS zones) are not refunded if you cancel part-way through a paid year. They continue until the end of that year.
- **Domains.** Registration, renewal and transfer fees are not refundable once the registry has accepted the order, in line with registry rules. A transfer or registration that fails is not charged.
- **Project and one-time fees.** On voluntary cancellation, we may retain payment for work performed and reasonable non-recoverable costs or commitments incurred for the project, including a separately agreed lawful reservation charge. A deposit is applied to those amounts; any remaining unearned balance is returned under the applicable payment arrangements. The Service Agreement may set milestones and cancellation charges, subject to section 7.
- **Our failure.** If a paid service has a serious failure that we do not fix within a reasonable time after you tell us, we credit the affected period to your account.
- **How refunds are paid.** Refunds are paid as account credit, with a credit note, and include VAT in the same way the original charge did. Refunds to a card or bank account are made where section 3 allows it, for an unearned project balance due under this section, or where law requires a monetary remedy. A statutory remedy is not restricted to wallet credit.
- **No refund** is given for a service suspended or deleted because of non-payment or a breach of the Acceptable Use Policy.

The cancellation and no-refund rules in this section concern voluntary cancellation or lawful suspension for your breach. They do not exclude a remedy for Defy's breach or any statutory right preserved by section 7. Supplier costs may be retained only to the extent actually committed, not recoverable and lawfully chargeable to you; they are not an automatic defence to a statutory remedy.

6. Invoiced accounts

Where a Service Agreement allows you to be invoiced instead of paying from account credit, invoices are due within 14 days of issue unless the agreement says otherwise. Services on an invoice that is more than 14 days overdue may be suspended after notice.

Tell us promptly if you dispute a charge, identifying the invoice and reason, so we can investigate. Pay undisputed amounts when due. Raising a dispute does not automatically suspend payment obligations or deletion deadlines; contact us before a deadline if preservation is needed. Nothing here shortens a statutory claim period or removes a lawful payment-dispute right.

7. Your consumer rights

Nothing in these terms takes away rights you have under Fijian consumer law, including the Fijian Competition and Consumer Commission Act 2010, that cannot lawfully be excluded.

Acceptable Use Policy

1. About this policy

This Acceptable Use Policy is part of the Terms of Service and applies to everything you, your Authorised Users, and anyone using your services (such as visitors to your website or users of your server) do with the Services. You are responsible for their use as if it were your own.

2. What you must not do

You must not use the Services to:

- break any law of Fiji or of any other country that applies to you or your content;
- host, send or link to child sexual abuse material. We may immediately disable access without notice, report to the competent authorities as required by law, and preserve or delete material in accordance with applicable legal requirements;
- host or distribute malware, viruses, ransomware, phishing pages, or content designed to deceive people into giving away passwords, payment details or money;
- impersonate any person, business or organisation, including Defy;
- infringe anyone's copyright, trademark or other rights, including hosting pirated software, films or music;
- send unsolicited bulk email (spam), or host websites advertised by spam;
- attack, scan, probe or overload any system or network without its owner's permission, including denial-of-service attacks, port scanning and password guessing;
- run open mail relays, open proxies or open DNS resolvers that others can misuse;
- get around any security control, limit or billing measure on the Services, or access an account or data that is not yours;
- use a shared service (such as Web Hosting) for cryptocurrency mining, or in a way that degrades the service for other customers;
- promote violence, terrorism, or hatred against people because of who they are;
- breach any network or acceptable use policy that applies to our Services, which also binds anything you run on them.

3. What we do about it

- We may investigate any suspected breach. We may ask you to fix it within a set time.
- We may suspend, switch off or isolate the affected service **immediately and without notice** where the breach is serious, unlawful, or harming other people, our network or other customers.
- For a serious or repeated breach, we may permanently delete the affected services and close your account. No refund is given for services suspended or deleted under this policy.
- We cooperate with law enforcement and may report unlawful activity and share information as the law requires.
- You are responsible for any costs, claims or damages caused by your breach of this policy, including the cost of dealing with blacklisting of our IP addresses.

Any no-refund rule is subject to section 17 of the Terms of Service and does not remove a mandatory remedy. Recoverable costs must be reasonably incurred and attributable to your breach; Defy does not recover the same loss twice. Permanent deletion remains subject to lawful evidence-preservation requirements. Ordinary remediable breaches are handled consistently

with section 13 of the Terms of Service.

4. Reporting abuse

To report abuse of a Defy service, email support@defy.com.fj with the details and any evidence. We review every report.

Service Levels & Support

1. Service Levels, Support Tiers & Availability

Support response targets depend on the tier included in your Service Agreement and the severity of the issue. These are targets for initial response and engagement, not guarantees of a fixed resolution time — resolution depends on the nature of the underlying problem, including factors outside Defy's control such as a third-party vendor's own response time.

Severity	Standard tier	Priority tier
1 — Critical (complete outage, active security incident)	4 business hours	1 business hour
2 — High (major degradation, workaround exists)	1 Business Day	4 business hours
3 — Normal (limited impact)	2 Business Days	1 Business Day
4 — Low (general request, minor/cosmetic)	3 Business Days	3 Business Days

"Standard tier" reflects business-hours coverage (Monday–Friday, 8am–5pm Fiji Standard Time). "Priority tier" is an upgraded Managed Services plan with extended coverage; exact hours and whether Priority applies to your account are set out in your Service Agreement.

For Cloud Platform infrastructure (hosting and compute services), Defy separately targets 99.9% monthly uptime, measured at the platform level — approximately 43.2 minutes in a 30-day month, before the stated exclusions. This target excludes scheduled maintenance (see section 2), emergency maintenance to address an active security risk, Force Majeure Events, and outages originating solely from a network or hardware fault outside Defy's control. This is a service target, not a guaranteed credit-backed SLA, unless a specific service level agreement with defined remedies is set out in your Service Agreement.

For this target, monthly availability is 100 × (eligible minutes minus unavailable minutes) / eligible minutes, using the actual minutes in the calendar month. Eligible minutes exclude the maintenance and other events stated above. Unavailable minutes are periods in which the available platform monitoring and incident records establish that the relevant hosting or compute platform cannot serve requests because of an in-scope platform failure; a failure confined to your application or configuration, your connectivity, or public Internet connectivity outside Defy's control is excluded. An out-of-scope exclusion does not cover downtime caused by Defy's own configuration or management failure. This measurement is for the target and creates no automatic credit or guaranteed restoration time; an agreed SLA may specify a different measurement and remedy.

2. Technical Support & Maintenance

Initial response targets by tier and severity are set out in section 1. Phone and chat support are available Monday–Friday, 8am–5pm Fiji Standard Time for Standard tier; extended hours for Priority tier are set out in your Service Agreement.

Routine maintenance affecting Cloud Platform infrastructure or a Managed Environment is scheduled outside Fiji business hours where practicable, with advance notice through the Services or by email, consistent with the change management policy in the Managed Services terms.

Cloud Servers

1. About these terms

These terms apply to Defy Cloud Servers (Shared Compute and Dedicated Compute virtual servers) and add to the Terms of Service and the Billing, Credit & Refund terms. Where they differ, these terms apply to Cloud Servers.

2. Paying for a server

- **Monthly, in advance.** Each server is charged its monthly price (including VAT) from your account credit when you create it. That payment covers one month from the moment the server is created.
- **Enough credit first.** A server can only be created when your available credit covers its full monthly price.
- **Renewal.** Each month, on the server's renewal date (the same day of the month it was created), the next month is charged from your account credit before that month starts.
- **Your own date.** Each server has its own renewal date. Servers are not billed together on one day.

3. Deleting a server and hourly refunds

- You can delete a server at any time in Console.
- When you delete a server, you pay only for the hours it existed in the current month. The rest of what you paid for that month is returned to your account credit automatically, with a credit note.
- **Hourly rate.** The hourly rate is the monthly price divided by 730. Any part of an hour counts as a full hour, and the minimum charge is one hour. You never pay more than the monthly price for one month.
- Hours are charged whether the server is switched on or off. A switched-off server still holds its resources and is still charged.
- No refund is given for a server deleted for non-payment (section 4) or for a breach of the Acceptable Use Policy.

4. If a renewal is not paid

If your account credit does not cover a server's renewal:

1. **7 days and 2 days before the renewal date,** we email you that the renewal cannot be paid and that the server will be switched off and then deleted.
2. **On the renewal date,** if it is still unpaid, the server is **switched off**. Its data is kept, and it is not available.
3. **If you pay within 3 days,** the server is switched back on automatically, normally within an hour of your payment. Your renewal date stays the same, so the month you pay for still starts on the original renewal date, including the days the server was off.
4. **3 days after the renewal date,** if it is still unpaid, the server is **permanently deleted**. We email you the day before.

Deletion cannot be undone. When a server is deleted, for any reason, its disks, data and backups are destroyed and **should be treated as unrecoverable; Defy does not promise restoration**. Its IP addresses are released and may be given to someone else.

This deletion rule applies to the server disks and associated automatic backups. It does not delete separately purchased snapshots, which are separately retained and billed under section 6. The 3-day period is a service-specific non-payment deadline, not a general account-data retention period.

5. Your data and backups

- You are solely responsible for backing up the data on your servers and for keeping copies somewhere other than the server itself.
- Defy does not back up Cloud Servers unless you have added a backup option to that server. Backups made by that option are stored with the server, are deleted when the server is deleted, and are a safety measure, not a guarantee.
- Defy is not responsible for loss of data on a Cloud Server, including loss caused by deletion under section 4, by your own actions, or by a failure of the server or its disks, except to the extent the loss is caused by Defy's negligence and cannot be excluded by law.

Nothing here removes an express backup duty purchased from Defy or a mandatory right under section 17 of the Terms of Service. A backup option attached to the server is not an independent offsite copy surviving server deletion.

6. Optional extras

You can add these to a server at checkout or later in Console. Each is charged monthly in advance from the day you add it, at the price shown in Console (including VAT), and is refunded by the hour in the same way as the server if you turn it off or delete the server.

- **Automatic backups** run on the schedule you choose. They are stored with the server and deleted when the server is deleted.
- **DDoS protection** adds protection against denial-of-service attacks, in locations where it is available.

Snapshots

- A snapshot is a copy of a server's disk that you take yourself, at any time.
- Snapshots cost **FJD 0.20 per GB per month, including VAT**. The size is the snapshot's full (uncompressed) size, which is normally the size of the server's whole disk however much of it is in use, rounded up to the next whole GB, with a minimum of 1 GB. For example, a snapshot of a server with a 25 GB disk costs FJD 5.00 a month. A snapshot is charged once it has been created and its size is known, then monthly from that date, and is refunded by the hour when you delete it.
- Before a snapshot is taken, your account credit must cover the highest possible monthly price for that server's disk. If the charge cannot be made once the snapshot exists, the snapshot is deleted and nothing is charged.
- Snapshots are kept separately from the server. **They are not deleted when the server is deleted** and are charged until you delete them. You can restore a snapshot onto the server it was taken from, which replaces everything on that server, or create a new server from it in Console on a size with at least as much disk. A new server created from a snapshot keeps the original server's files, settings and logins.
- If a snapshot's renewal is not paid, it is permanently deleted 3 days after its renewal date.
- Each account can keep up to 5 snapshots. Contact support if you need more.

7. Running your server

- **You manage it.** You have full administrator (root) access. You are responsible for the server's operating system, software, updates, security, firewall rules and everything that runs on it, unless Defy manages it for you under a Managed Services

agreement.

- **We don't look inside.** Defy does not log in to your server or access its contents, except when you ask us to, when a Service Agreement allows it, or when required by law.
- **Location.** Your server runs in the location you choose at checkout, on our cloud network. We do not move it to another location without your action.
- **IP addresses** are assigned to you for as long as the server exists. They belong to our network, not to you.
- **Email ports.** Sending email directly from a server (port 25) may be restricted to protect network reputation. Contact support if you need it.
- **Security action.** If a server is compromised, attacking others, or breaching the Acceptable Use Policy, we may switch it off or isolate it without notice to protect you, other customers and our network, and will tell you as soon as practical.

8. Limits

- Each account can create up to **5 servers per day** and have up to **5 servers at any one time**.
- If you need more, contact support. We may raise your limits after checking your account.
- Each plan's processor, memory, storage and bandwidth are as shown at checkout. Shared Compute plans share physical hardware with other customers and their performance can vary. Dedicated Compute plans have dedicated processor cores.
- **Bandwidth.** Each plan includes the monthly data transfer shown at checkout. Data transfer beyond that is charged at **FJD 0.05 per GB, including VAT**, with the total for the month rounded to the nearest 5 cents. It is charged from your account credit at the server's next renewal, or when the server is deleted. Console shows your usage during the month.

Web Hosting

1. About these terms

These terms apply to Defy Shared Web Hosting and add to the Terms of Service and the Billing, Credit & Refund terms. Where they differ, these terms apply to Web Hosting.

2. What's included

- A control panel for your websites, with the number of websites, storage, databases and FTP users shown for your plan at checkout.
- Free SSL certificates for your domains once they point to our hosting, renewed automatically.
- Free Defy DNS for your domains as described in the Domains & DNS terms, with records for your hosted domains set up automatically.
- A free preview address for your account.
- Files are uploaded with secure FTP (FTPS) or the control panel's file manager.

Not included: email hosting (mailboxes) and shell (SSH) access.

Sending email from a website. Websites cannot send email directly from our hosting servers (outgoing port 25 is closed). To send email from your website, such as contact-form messages or password resets, connect it to your own email provider using authenticated SMTP (usually port 587 or 465).

3. Paying and renewing

- Web Hosting is charged yearly in advance from your account credit, and renews each year on the date you bought it.
- If you cancel or turn off auto-renew, your hosting continues until the end of the year you paid for and is then deleted. Part-years are not refunded.
- If a renewal is not paid, we email you before the renewal date. On the renewal date, an unpaid hosting account is **suspended** (your websites go offline). It is restored as soon as you pay. If it is still unpaid **30 days** after the renewal date, the account and all its websites, files and databases are **permanently deleted**.

4. Fair use of shared resources

Shared hosting means many customers' websites run on the same server. To keep it fast for everyone, each account has limits on processor, memory and simultaneous processes. If a website repeatedly uses far more than its fair share, or affects other customers, we may slow it down or pause it and will contact you about moving to a more suitable plan or a Cloud Server.

Shared hosting must not be used for file storage or backups unrelated to your websites, for cryptocurrency mining, or for anything the Acceptable Use Policy prohibits.

5. Your websites and backups

- You are responsible for your websites' content and software, including keeping applications such as WordPress, their plugins and themes up to date. Out-of-date software is the most common way websites are hacked.
- The control panel lets you make backups. You are responsible for downloading and keeping copies of your websites and databases. Defy is not responsible for loss of website data except to the extent caused by Defy's negligence and the loss

cannot be excluded by law.

- If a website is hacked or is harming other customers, we may suspend it until it is cleaned up.

Domains & DNS

1. About these terms

These terms apply to domain names registered or transferred through Defy and to Defy DNS hosting. They add to the Terms of Service and the Billing, Credit & Refund terms.

2. Registering a domain

- Domains are registered through an accredited registrar. Each domain is subject to its registry and registrar rules and, where applicable to that domain, ICANN rules, including the Registrants' Benefits and Responsibilities and the Uniform Domain-Name Dispute-Resolution Policy (UDRP). By registering a domain you agree to those rules.
- You must give accurate, complete and current registrant contact details and keep them up to date. Registries require this. A domain with false or out-of-date details can be suspended or cancelled by the registry or registrar.
- A domain is registered only once it is confirmed available and the registration succeeds. You are charged only once it is registered. A domain shown as available can still be taken by someone else before your order completes.
- You are responsible for making sure your domain name does not infringe anyone else's trademark or rights.
- You are the registrant of your domain. Defy registers and manages it on your behalf.

3. Renewals and expiry

- Domains are registered and renewed yearly. Renewal prices are shown in Console and may differ from the first-year price.
- Auto-renew is on by default and charges the renewal from your account credit before the expiry date. You can turn it off in Console.
- If a domain is not renewed, it expires and stops working, including any website and email that use it. The registry may then release it for anyone to register. Restoring an expired domain, if the registry allows it, can cost more than a normal renewal.
- Defy is not liable for loss of a domain name that expires because it was not renewed, including where auto-renew was off or your account credit did not cover the renewal.

The expiry exclusion applies to the extent caused by your failure to renew or fund the renewal, rather than Defy's failure to carry out an accepted and funded renewal instruction. Liability remains subject to sections 12 and 17 of the Terms of Service.

4. Transfers

- **Transfer in.** Transferring a domain to Defy needs its authorisation (EPP) code from your current provider, and the domain must be unlocked there. A transfer normally adds one year to the domain's registration. You are charged once the transfer completes. A transfer that fails is not charged.
- **Transfer out.** You can move your domain to another provider at any time by requesting its authorisation code in Console, subject to registry rules.
- **60-day lock.** For domain types governed by the relevant ICANN transfer policy, a domain cannot be transferred to another provider within 60 days of being registered or transferred, and in some cases after a change of registrant details.

5. Defy DNS

Defy DNS hosts your domain's DNS records on Defy's name servers (ns1.defy.com.fj and ns2.defy.com.fj).

Included free

- A domain registered or transferred to Defy: DNS for that domain.
- Web Hosting: one DNS zone for each website your plan allows.
- Cloud Server: one DNS zone per server.

DNS on its own

A DNS zone that is not included with another service is charged yearly at the price shown in Console, charged once the zone has been created.

When an included zone is no longer covered

If the service that included a free zone ends, the zone keeps working for **30 days**. We email you at the start, 7 days before the end, and the day before. During that time you can keep the zone as a paid DNS zone, or add a service that includes it. Otherwise the zone and its records are **deleted at the end of the 30 days** and your domain stops resolving.

Your records

- Each zone can hold up to 100 records.
- You are responsible for the records you create. Wrong records can take your website or email offline.
- For domains on Defy Web Hosting, Defy adds the records needed for the website automatically. We never change or remove records we did not create.
- A domain only uses Defy DNS once its name servers point to ns1.defy.com.fj and ns2.defy.com.fj. For domains registered elsewhere, you set this with your registrar.
- A domain can only be hosted in one Defy DNS zone. A domain that is already set up in another account on our DNS network can't be added; if you own it, contact support and we'll verify it and move it to your account.

Managed Services

1. About these terms

These terms apply where Defy manages, monitors or administers infrastructure for you under a Service Agreement (a "Managed Environment"). They add to the Terms of Service; your Service Agreement takes priority for anything it specifically covers.

2. Onboarding

Where you engage Defy for Managed Services, or move existing infrastructure into a Managed Environment, onboarding generally follows these steps:

- **Discovery & documentation** — we inventory the hardware, software, credentials, and network topology relevant to the engagement.
- **Baseline review** — a lightweight check of patch status, exposed services, and existing backup coverage, performed before Defy assumes ongoing management responsibility, so both parties have a documented starting state.
- **Access provisioning** — administrative access is requested and granted on the least-privilege basis described in section 5 of the Terms of Service; any temporary elevated access used specifically for migration is revoked once onboarding is confirmed complete.
- **Monitoring & tooling deployment** — monitoring agents and management tooling are installed and validated as working before being relied on.
- **Handover confirmation** — written confirmation of exactly what is now inside the Managed Environment, and what, if anything, remains your responsibility.

Onboarding timelines depend on the size and condition of the environment being brought under management and are agreed as part of the Service Agreement, not fixed by these Terms.

3. Change Management Policy

For any infrastructure inside a Managed Environment:

- **Routine changes** — low-risk work such as patching within an agreed maintenance window, or minor configuration adjustments, may be carried out without a separate approval step each time, consistent with the maintenance schedule in the Service Levels & Support terms.
- **Major changes** — anything with a realistic risk of service disruption, including infrastructure migrations, firewall rule changes, DNS cutovers, or software upgrades with known breaking changes, requires your prior approval (email is sufficient) before being carried out.
- **Emergency exception** — the approval step above may be bypassed where a change is urgently required to contain an active security incident under section 4 (Incident Response Plan); in that case we notify you as soon as reasonably practicable after the fact, not before.

Where practical, major changes are tested in a non-production environment or scheduled during an agreed maintenance window, with a documented rollback plan.

4. Incident Response Plan

In the event of a suspected security incident, data breach, or significant failure affecting a Managed Environment or Cloud Platform infrastructure:

- **Detection & containment** — once our team engages with the incident within the coverage hours included in your Service Agreement, we take prompt steps to contain the issue and limit further impact.
- **Notification** — we notify you as soon as reasonably practicable, and without undue delay where the incident involves a confirmed compromise of personal data, consistent with the Privacy Policy.
- **Investigation** — a root cause investigation to determine scope and impact.
- **Remediation** — resolving the immediate issue and, where relevant, hardening against recurrence.
- **Post-incident report** — for significant incidents, a written summary of what happened, what was affected, and what's changed as a result, provided on request.

Report a suspected incident immediately to support@defy.com.fj or 999 1688. Incidents reported outside business hours are handled from the start of the next business day, unless your Service Agreement provides otherwise.

5. Data Export & Exit

For a planned exit from a Managed Services engagement, we ask for 30 days' written notice so the export can be scheduled without disrupting production services; exports are typically ready within 30 days of the scheduled export date, in a standard, documented format appropriate to the service (for example, a database dump for hosted applications, or a zone file for DNS records).

The export date, continued access, assistance scope and any migration or extended-storage charges must be agreed before the affected Service ends. The indicative export timing above does not extend a service-specific deletion deadline unless we agree in writing.

6. Offboarding

When a Managed Services or Cloud Platform engagement ends, in addition to section 5:

- **Access revocation** — all administrative access Defy holds to your systems (VPN, remote management tools, admin accounts) is revoked within 5 Business Days of termination taking effect, unless a transition period is separately agreed.
- **Credential handover** — where you request it, credentials for accounts or systems that need to remain under your control are provided to you, not simply deleted, as part of the transition.
- **Equipment & access tokens** — any Defy-provided hardware, physical access tokens, or similar is returned or deactivated.
- **Final documentation** — a summary of the infrastructure and configuration as it stood at handover, so a new provider or your own team isn't starting blind.

7. Vendor & Third-Party Risk Policy

Defy relies on a limited set of vetted service providers to help deliver the Services — for example, email delivery and payment processing (see our Privacy Policy for how data is shared with them).

Before relying on a new vendor for a function that touches Customer Data or production infrastructure, we consider that vendor's security practices and track record. We monitor our vendors' status pages and security advisories for issues that could affect the Services, and each vendor is only given access to what's necessary for the specific function it performs for us — not broad access to Customer Data generally.