

# Communica hosting terms & conditions as of 12 December 2015

Communica Limited ("the company", "company", "Communica", "us", "we" and "our") agrees to furnish service(s) to the client(s) ("you", "your"), subject to the following Terms and Conditions.

Use of Communica's Service(s) constitutes acceptance of the Terms and Conditions stated herewith and all other policies governing the use of Communica Services, including but not limited to the Acceptable Use Policy, Fair Use Policy, Service Level Agreement, and Privacy Policy.

The Terms and Conditions and all other policies governing the use of Communica Services are subject to periodic review and change without prior notice.

This Agreement shall be construed in all respect in accordance with the laws of New Zealand applicable to contracts enforceable in that country.

## **Accounts**

Establishment of service(s) is dependent upon receipt by Communica of payment of stated charges. All accounts and services provided by Communica Limited are subject to the current tax rate where applicable according to taxes imposed by the Country of New Zealand.

Cancellation of an account/service must be made 5 working days before the next billing cycle to ensure that a new invoice is not created for the next billing month.

Communica is not a specialised hosting company but a online communications company offering hosting as an additional service to clients. As such We do not provide hosting to a Client(s) who no longer requires any of our main stream services. As little as 2 weeks termination notice may be given and a partial refund at the discretion of The Company.

All ownership and rights to the usage of Internet Protocol addresses, hereafter referred to as IP(s), assigned to the Client(s) shall belong only to Communica Limited. Communica reserves the right to change or remove any IP address relating to a customer's service(s).

All IP allocations are based on the provisions of APNIC (Asia Pacific Network Information Centre) policy governing IP addresses.

Invoices must be paid within 14 days of their creation. All invoices and payment reminders are sent to the Client(s) email address on file.

Service(s) to accounts over-due past 5 working days may be suspended/terminated at Our sole discretion. Such termination or denial of service does not relieve the Client(s) of any accrued charges and accrued interest and collection fees. A reinstatement fee of \$25.00 shall be levied on accounts put on suspension for non-payment.

We may alter our fees from time to time. When we alter them we will send You notice of the alteration 30 days before the new fee takes effect. If the change of fees is not acceptable to You, You may cancel the service.

We will interpret Your ongoing use of our Services after that date as constituting Your acceptance of the amendments. If You do not agree to the amendments, You may notify us by email requesting termination of the Agreement, and any applicable minimum terms will be waived in these circumstances.

All payments must be made in New Zealand Dollars. All our prices are stated in New Zealand Dollars and are exclusive of Goods and Services Tax (GST) unless stated otherwise.

## **Network, Bandwidth and Disc Space**

The Client(s) has been allocated the usage of bandwidth and or disk space per month for the service(s) as per the hosting offer at time of sale. All bandwidth usage is monitored as far as possible for usage during any given calendar month,

and are governed by the Fair Use Policy. Communica Limited cannot be held liable for loss of access to the subscribed services when the Client(s) depletes the allocated bandwidth/disk space based on package agreed upon.

If the Client(s) exceeds the given bandwidth (data transfer) limit for his/her package, Communica will invoice the Client(s) overage fees.

Bandwidth on web hosting packages resets at the end of the Client(s) billing cycle.

## **Services**

The Client(s) acknowledges that due to the nature of the hosting environment provided, service can be interrupted for many reasons other than negligence on Communica's behalf. The Client(s) agrees that Communica shall not be liable for damages arising from such causes nor shall they be responsible for associated losses incurred.

In the event of Communica's own negligence, liability shall not exceed the amount payable by the Client(s) for the services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

We will endeavour to maintain network stability and satisfactory service levels, however we may from time to time perform routine maintenance, and service upgrades. We will endeavour to act on such instances at the most convenient times and provide reasonable notice by any means we deem satisfactory. We may, at our discretion provide notification of outages whether planned or unplanned.

Routine website and/or web application maintenance for all projects built by Communica is mandatory to any of Our hosting services. Maintenance will be carried out by Communica. Where a third party software/service is hosted but not governed by Communica, the Client and third party creator will be responsible for maintenance.

Termination of a hosting account may occur at the discretion of The Company if routine maintenance is unable to be achieved.

## **Hosted Content**

Communica's services may only be used for lawful purposes. Any Client(s) discovered using such services for unlawful use under New Zealand law will have their account suspended/terminated without prior notice. Communica will not be held liable for the loss of data due to account termination.

Communica cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

The Customer accepts full responsibility for content uploaded onto his/her account.

We make no representation and give no warranty as to the accuracy or quality of information received by any person via our Server(s) and we may not be held liable for any loss of or damage to any data stored on our Server(s).

## **Backup Services**

We provide a nightly, weekly & monthly backup service for your site, however, we do not accept responsibility for any failure of our backup mechanism. We will restore your site from backup without charge once each calendar month. The Client must notify Communica if they require a restore as these must be done by Our technicians. If further restorations are necessary, we may charge a fee for doing so. We may at our sole discretion waive this fee.

Communica Limited can not be held liable for the loss of communication to servers due to metropolitan power or data outages.

Communica Limited will seek to provide all services with emergency backup power systems for a limited amount of time during outages.