



Hosting Terms and Conditions

- 01. Our Services
- 02. Payment for Services
- 03. Cancellation of Services
- 04. Our Responsibilities
- 05. Your Responsibilities
- 06. Retrieval of Access Details
- 07. Changing Your Details
- 08. Our Liability to You
- 09. Resale of our Services
- 10. IP Addresses
- 11. Compliance with Law

Virtusoft Limited is referred to as "we" or "Virtusoft" in this document, and Client is referred to as "you".

01. Our Services

Virtusoft provides a range of Internet products and services, including: web hosting, domain registration, and server hosting.

When you select to subscribe to any of these services it is with your understanding of what each service is, what you can expect to receive, what the costs are, and the payment terms.

We retain the right to refuse service to anyone at any time.

02. Payment for Services

Our services all operate on a pre-paid basis. This means you must pay for all services in advance.

If you choose to prepay for 12 months on any plan you will be invoiced immediately for services for 12 months. You will be invoiced again on the renewal date of your account. If you add additional services within the 12 month period you will be billed for the remaining days in your current term (for example, if there are 195 days left on your 12 month account you will be charged for 195 days for additional services so that the service will be charged for 12 months on your renewal date).

If you upgrade from 1 to 12 months, you will be billed for services for 12 months as above.

You can pay for your account by Cheque or Direct Credit. We do not accept cash.

You have the option to receive invoices by post, or email, or both.

Payments are due 21 days following the date of the invoice, and automatic email notification will be sent to you by email if payments are overdue.

If you fail to make payment within 21 days we may suspend or restrict the services on your account.

It is your responsibility to keep your contact details up-to-date to ensure you receive invoices and notifications from us. You will be advised by email if your account is due to be suspended, and in some cases, by telephone.

You will be responsible for any costs incurred to recover your debt.

03. Cancellation of Services

You agree to give at least 30 days notice of cancellation of services (excluding Domain registration).

Notice must be made by post or fax on your company letterhead, and either signed by the account holder (the contact person listed in our records) or a company director.

You must settle any outstanding debts before your account is closed, otherwise your account will continue to renew.

Any prepaid credit will be refunded, once we have deducted the difference between discounted months and full-paid months of service.

04. Our Responsibilities

We agree:

- (a) to provide high performance Internet services to you;
- (b) to be available during business hours by telephone for support and inquiries;
- (c) to be available by email at all times for support and inquiries;
- (d) to correct all problems as soon as they occur;
- (e) to provide an online summary of any scheduled, or unscheduled downtime, and to notify customers by email who wish to be notified;
- (f) to respond as soon as we can to emergency support requests;
- (g) to bill you correctly for the services you subscribe to; and
- (h) to keep all software and systems up-to-date.

05. Your Responsibilities

You agree:

- (a) to provide us with correct contact details, and to keep them up-to-date;
- (b) to keep your account current, and not let invoices fall overdue;
- (c) to keep your private access details (usernames and passwords) confidential;
- (d) to keep back-up copies of all files you publish to our servers;
- (e) to download important files and database backups regularly;
- (f) to download your mail regularly; and
- (g) to not store mail on our server for longer than 30 days (or it may be removed without notice).

We prohibit the publication of the following content on our servers (including pictures, links, and text):

- (a) any material that infringes any copyright, trademark, patent, common law, or rights of others;
- (b) any material that is libellous or slanderous;
- (c) any material which is or contains anything obscene, pornographic, or offensive including links to such material; or
- (d) distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.
- (e) file archives of music, videos, images, without permission.
- (f) IRC clients, bots, servers.

We also prohibit the use of our servers for:

- (a) very high-trafficked websites, without permission;
- (b) offering free email or webmail services to the public.

We do not screen the material you publish to our servers. Any material you publish is considered publicly accessible.

If you publish prohibited material you will be responsible for the traffic charges relating to all downloads of that material.

06. Retrieval of Access Details

If you lose your access details there are three things in the following order you can do:

- (a) request an automatic password re-send, if available;
- (b) phone or email our support staff to re-send them to the address we have on record; or
- (c) send a fax or letter on your company letterhead requesting changes, which must be signed by the account holder, or a company director.

In most cases Virtusoft will reset any passwords requested before sending them to the address requested.

07. Changing Your Details

If you require changes to your details you must send a fax or letter on your company letterhead requesting changes, which must be signed by the account holder, or a company director.

08. Our Liability to You

As a residential customer you have rights under the Consumer Guarantees Act and this section does not limit those rights. However if you use our services for business purposes (or have told us you will do so) then you agree that that Act does not apply to the services we provide you.

To the extent that the law allows us to do so, we exclude all other liability to you in connection with our provision of services to you.

We are not liable for the protection or privacy of electronic mail or other information transferred through the Internet or any other network provider.

We do not make claim that you will receive continual and uninterrupted service during the term of this Agreement. In no event shall we be liable to you for any damages resulting from or related to any failure or delay to provide service under this Agreement if such delays or failures are due to strikes, riots, fire, inclement weather, acts of God, theft or vandalism or other causes beyond our control.

09. Resale of our Services

If you act as a reseller of any of our services, i.e. you bill your client for services you buy from us, you agree:

- (a) there is no direct relationship between us and your client;
- (b) you will not refer your customer to us for support services;
- (c) you will make it clear to your client that you are the contact for all purposes; and
- (d) this agreement also applies to your clients.

10. IP Addresses Virtusoft maintains control and any ownership of any and all IP numbers and addresses that may be assigned to you and reserves the right to change or remove any and all IP numbers and addresses.

11. Compliance with Law

You agree to use our services in a manner consistent with all applicable New Zealand and/or Australian laws. If you wish to make a claim against us you must do so in a New Zealand court.