

CvCU Computer Services (WEB) Terms of Service

1. Definitions

1.1 "CvCU" means CvCU Computer Services.

1.2 "Customer" means the person or entity who ordered our services.

1.3. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our Third Party reseller servers and a connection to and from the internet for web, email and FTP services. No Customer self management capabilities as part of the Services are provided.

2. Acceptance

2.1 The Customer signifies acceptance of these Terms of Service, as well as our Terms and Conditions when they accepted the order and subsequently paid the invoice generated.

2.2 The Customer acknowledges that CvCU doesn't provide hosting or domain name passwords for self management of web hosting and domain services.

3. Term

3.1 The Customer agrees to an annual contract term for Services unless otherwise stated in the product or service offering or otherwise agreed in writing. The annual contract for services is automatically renewed each year in perpetuity subject to written cancellation by the Customer or CvCU.

4. Availability of Services

4.1 While CvCU will endeavour to provide continuous availability of all Services through Third Party providers to the Customer, CvCU will not be liable for any service interruptions or down time.

4.2 Scheduled maintenance will be performed at times which is deemed suitable by Third Party providers which have the least noticeable impact on the Customer.

4.3 Unscheduled maintenance will be performed as required by Third Party providers.

5. Domain Name Registration and Renewal

5.1 The Customer acknowledges that all domain name Service(s) are non-refundable once the order for the domain name Service(s) has been processed and accepted by our Third Party domain registrars.

5.2 CvCU does not warrant or guarantee that a domain name application will be approved. The Customer should take no action in respect of the requested domain name(s) until they have been notified by CvCU that the domain name(s) has been approved.

5.3 The registration of the domain name and the ongoing use of the domain name are subject to the relevant naming authority's terms of service and the Customer is responsible for ensuring awareness of these terms and that they are adhered to. The Customer waives any right to make claim against CvCU in respect to a decision made by a naming authority to refuse registration or renewal of a domain name.

5.4 The Customer acknowledges that CvCU through its Third Party registrars is not obligated to renew a domain name for the Customer, if the Customer has not confirmed to CvCU that the domain name is to be renewed, or the invoice for renewal has not been paid in full, or it is determined that the Customer does not satisfy the eligibility criteria to continue holding the domain name license. In these circumstances, CvCU will not be held liable by the Customer for any loss or damages. All renewal requests must be submitted in writing via email to CvCU.

5.5 Domain name registration or renewal may be declined by CvCU if the Customer is in breach of these Terms of Service, or any applicable Registrant Agreement or the customer has other unpaid or unresolved fees.

5.6 It is the Customers responsibility to ensure that all contact details held by CvCU in relation to the billing of domain names are kept up to date, as CvCU will use these details to advise the Customer of any pending renewal or transfer requests.

5.7 Should the Customer choose to terminate all services with CvCU, but does not transfer a domain name to another registrar, the Customer agrees that CvCU may contact the Customer after the account closure to advise of any domain name renewal or transfer.

5.8 CvCU will provide the Customer the domain transfer password once the Customer has initiated a domain transfer request from another Provider.

6. Limitation of Liability

6.1 CvCU shall not be liable to the Customer for harm caused by or related to Customer's Service or inability to utilise the Service unless caused by gross negligence or wilful misconduct.

6.2 Neither Party shall be liable to the other for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not they were known or should have been known.

6.3 Notwithstanding anything else in this agreement, the maximum aggregate liability of CvCU, any of its employees, agents or affiliates, under any theory of law shall not exceed a payment in excess of the amount paid by the Customer for the Service in question for the six months prior to the occurrence of the event(s) giving rise to the claim.

7. Customer General Warranties and Undertakings

7.1 The Customer warrants that any information supplied for the purpose of managing an account with CvCU, including but not limited to, first name, last name, address, telephone number and email address is true and correct, and will be kept up to date with CvCU.

7.2 The Customer warrants that they will keep any passwords or sensitive information used with the Service in a secure location.

7.3 The Customer warrants that they hold and will continue to hold the copyright for data stored on Third Party servers used by CvCU, or that they are licensed and will continue to be licensed to use that data.

7.4 The Customer warrants that at the time of entering into this agreement they are not relying on any representation made by CvCU which has not been expressly stated in this agreement, or on any descriptions or specifications contained in any other document produced by CvCU.

7.5 The Customer warrants that all due care has been taken to ensure data integrity on Third Party servers used by CvCU. This includes an undertaking that the Customer will conduct computer virus scanning and other tests as necessary to ensure that the data uploaded by the Customer on to or downloaded by the Customer from the server does not contain any computer virus and will not in any way corrupt the data or systems of any person.

8. CvCU General Warranties and Undertakings

8.1 CvCU accepts liability for the supply of the Service to the Customer to the extent provided in this agreement.

8.2 CvCU does not warrant that:

- a. The Services provided within this agreement will be uninterrupted or error free;
- b. The Services will meet your requirements, other than as expressly set out in this agreement;
- c. The Services will not be subjected to external hacking attempts, viruses, worms, denial of service attacks, or other persons gaining unauthorised access to the Service or internal systems.

8.3 CvCU does not make or give any express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement.

8.4 No oral or written information or advice given by CvCU to the Customer, shall create a warranty or in any way increase the scope of the express warranties hereby given, and the Customer should not rely on any such information or advice

8.5 In no event will CvCU be liable to the Customer for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

9. Fees & Credit Management

9.1 Any fees paid for the setup or establishment of any Services will be automatically deemed as non-refundable.

9.2 Fees for one-off Services are due within seven (7) of the invoice being issued and are non-refundable.

9.3 The speed of provisioning new Services is reliant upon the Customer having paid any and all outstanding fees in full.

9.4 Failure to pay any fees may result in the account being referred to an external collection agency, which may include interest (calculated daily) and collection costs.

9.5 Accounts that are more than seven (7) days past the due date will be automatically suspended, and a reconnection fee of \$19.95 in addition to any outstanding fees will apply to have the service restored.

9.6 Accounts which are not paid in full within fourteen (14) days of the due date will be automatically deleted from CvCU managed Third Party servers.

10. Suspension and Termination of Services

10.1 CvCU may suspend or terminate Services if:

- a. The Customer is found to be in breach of any formal policy including but not limited to these Terms of Services, or CvCU Terms and Conditions or any applicable Registrant Agreement;
- b. The Customer has become insolvent or bankrupt;
- c. The Customer has outstanding fees that are more than seven (7) or fourteen (14) days respectively, past the due date;

10.2 CvCU may decide at its sole discretion to advise a Customer that their service will be terminated by giving fourteen (14) days written notice. In this circumstance, CvCU will refund based on a pro rata basis any pre-paid fees for hosting services on the account. CvCU is not obligated to assist the Customer in any data migration.

10.3 If a Customer's account is closed for any reason, the Customer must pay all outstanding charges by the due dates.

10.4 CvCU is under no obligation to provide the Customer with a copy of the data stored on its Third Party servers if CvCU has suspended or terminated access to the service for any breach of terms of this agreement.

10.5 The Customer is responsible for migrating data (including emails, website code, etc) to another provider when requesting a domain name or hosting transfer to another provider. CvCU can provide assistance in data migration at normal commercial rates on request.

11. Cancellation

11.1 The Customer can request cancellation of any Service with us for any reason in writing via email. For security reasons, CvCU will not accept cancellation requests by any other method.

11.2 Any pre-paid fees for Services will be refunded on a pro-rata basis, except the Services that are not eligible for a refund (eg. domain name registration, SEO, web development, SSL certificates, 12 month web hosting services, etc).

11.3 The Customer agrees to pay any and all outstanding fees upon cancellation of their Services.

11.4 Cancellation requests must be received by CvCU seven (7) days before the package renewal date. If cancellation is not received before this time, package renewal costs generated for the next period of time will remain outstanding.

11.5 The Customer is responsible for migrating data (including emails, website code, etc) to another provider when requesting a domain name or hosting transfer to another provider. CvCU can provide assistance in data migration at normal commercial rates on request.

12. Data Management

12.1 CvCU Third Party providers will backup and archive the Customer's data on a regular basis for the purpose of disaster recovery.

12.2 In the event of hard disk failure or data corruption, CvCU Third Party suppliers will restore data from the last known verified archive.

12.3 If all backup and archived data appear to be corrupt, CvCU will upload and re-setup the Customer data (except email data) from a local copy, and setup all mailboxes and FTP accounts and re-publish website if applicable at a cost less than the original invoice cost.

12.4 The Customer should always maintain a recent copy of all data at all times, as CvCU will not be liable for incomplete, out of date, corrupt or otherwise incomplete data recovered from Third Party backups and archives.

13. Changes

13.1 CvCU may amend the Terms of Service at any time. Should any change occur, we will advise the Customer by email, and provide fourteen (14) days notice before any changes are enforced.

13.2 In exceptional circumstances, CvCU may be required to amend the Terms of Service and enforce the amendments immediately. If this is the case, the Customer will be advised by email and the circumstances will be explained.

13.3 Our (WEB) Terms of Service are made available online for downloading and viewing at <http://www.computer.cvcu.com.au/about.htm>

14 Governing Law

14.1 The Customer agrees to abide by all local, state and federal laws pursuant to the Services delivered by CvCU.

14.2 The Customer agrees that these terms and conditions are governed by the laws of New South Wales, Australia, and agrees to the exclusive jurisdiction of the Courts of that state.