



Includes:



Ebox Limited
Terms and Conditions

1.0 Definitions and Interpretation

Definitions

- 1.1 “ebox”, “we” and “us” means Ebox Limited.
- 1.2 “Server” means ebox’s servers.
- 1.3 “Services” means, without limitation, ebox’s web hosting, domains, email and SSL certificates services.
- 1.4 “Terms” means these terms and conditions.
- 1.5 “User” and “you” means a user of the Websites or a customer of ebox .
- 1.6 “Websites” means www.ebox.co.nz, www.rockethost.co.nz, www.cheapost.co.nz, and any other websites owned and controlled by ebox .
- 1.7 “Your Content” means any content that the User creates or supplies from time to time in relation to the Services.

Interpretation

- 1.8 Unless otherwise stated or unless the context requires otherwise:
 - (a) Headings are for convenience only and do not affect interpretation.
 - (b) The singular includes the plural and vice versa.
 - (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (a) A reference to a person includes any natural person, body corporate, unincorporated body, or other entity.
 - (b) A reference to any party to this Agreement or any other agreement or document includes the party’s successors and permitted assigns.
 - (c) A reference to any legislation or to any provision of any legislation includes any amending legislation, any modification or re-enactment, any legislative provision passed in substitution, and all regulations and statutory instruments issued under it.

2.0 Terms

- 2.1 By accessing the Websites, you are agreeing to be bound by these Terms, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these Terms, you are prohibited from using or accessing this site. The materials contained in these Websites are protected by applicable copyright and trade mark law.

3.0 Web Hosting and Email

3.1 Web hosting provided by ebox typically covers:

- (a) Disk space on one of our servers;
- (b) DNS for your domain name(s);
- (c) Local and international bandwidth;
- (d) Email; and
- (e) Backups as reasonably required.

3.2 The following are not included in ebox's web hosting and email services:

- (a) Around-the-clock monitoring of the Server; or
- (b) On demand support for the Customer's website application (such as web design, development, maintenance, CMS upgrades/updates and email setup).

3.3 We make no representation and give no warranty as to the accuracy or quality of information received by any person via our Servers. Similarly, we accept no liability for any loss or damage to any data stored on our Servers.

3.4 It is your responsibility to maintain adequate insurance coverage in respect of any loss or damage to data stored on our Servers.

4.0 Hosting Data

4.1 ebox takes no responsibility for any content hosted in the User account. This includes operation of the website, Content Management System updates, malicious acts (or hacking), User authorised third party access, or email.

5.0 Use Licences

5.1 ebox may grant the User permission to temporarily download one copy of the materials on its Websites for personal, non-commercial transitory viewing only.

5.2 Where ebox makes such a grant, the grant is of a licence. Under this licence you may not:

- (a) Modify or copy the materials;
- (b) Use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- (c) Attempt to decompile or reverse engineer any software contained on the Websites;
- (d) Remove any copyright or other proprietary notations from the materials; or
- (e) Transfer the materials to another person or "mirror" the materials on any other server.

5.3 This licence shall automatically terminate if you breach any of these restrictions and may be terminated by ebox at any time. Upon the termination of this licence, you must destroy any

downloaded materials in your possession whether in electronic or printed format, including any back-up copies.

6.0 Service Availability

- 6.1 ebox shall use its reasonable endeavours to make available to you the Server and the Services but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.
- 6.2 We shall have the right to suspend the Services at any time and for any reason, without notice. If such a suspension lasts or is expected to last for more than seven (7) days we will use reasonable endeavours to notify you of the reason for the suspension.
- 6.3 We can provide a copy of your website within seven (7) days of your written request. You will be charged a reasonable fee for this service.
- 6.4 We typically backup all User data that is on our Server and hold it for seven (7) days. This backup cannot be guaranteed due to technical issues beyond our reasonable control that may arise from time to time. You will be charged a reasonable fee for any recoveries from our backup. We are not responsible for any data loss.
- 6.5 It is your responsibility to take care of backup for sites under your control. We do not offer any compensation on our network uptime guarantee (if applicable).

7.0 Copies of Account Data

- 7.1 We can provide a copy of the User's website within seven (7) days of your written request. You will be charged a reasonable fee for this service.
- 7.2 We typically backup all User data that is on our servers and hold it for seven (7) days. This backup cannot be guaranteed due to technical issues beyond our reasonable control that may arise from time to time. You will be charged a reasonable fee for any recoveries from our backup. We are not responsible for any data loss.

8.0 Change Request Communication

- 8.1 For security purposes, any request for information from a User account or request for action relating to a User account must come directly from the User and not from a third party. ebox will not respond to any direct requests from third parties.

9.0 Technology

- 9.1 Any website created by ebox will only support technologies for browsers and computer settings that are current at the time of development. We accept no responsibility if technology changes and/or a product or service is no longer available.
- 9.2 The User will be liable for the costs involved in upgrading its site to be compliant with the latest version of browser, computer settings or technology. These costs include patching or updating the Content Management Systems (CMS) to limit exploits or "hacking" opportunities.

10.0 Payment

- 11.0 All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on the Websites and shall be due and payable in

advance of our Services. We reserve the right to change pricing at any time although all pricing is guaranteed for the period of pre-payment.

12.0 Payment is due each month following the date the Services were commenced until completion of the Services or earlier termination. If you choose to pay by credit or debit card you authorise ebox to debit your account renewal fees from your card.

13.0 All payments must be in New Zealand Dollars.

13.1 Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled immediately to suspend the provision of Services to you.

13.2 ebox reserves the right to delete any User data stored on the Server where a User's account is more than three (3) months overdue. If we exercise this right there will be no copies of data available to the User.

13.3 Domains will not be renewed until payment has been received.

14.0 Termination, Suspension and Cancellation

14.1 Either party may terminate this agreement with 30 days' written notice.

14.2 You will be liable for any outstanding monies at the time of termination.

14.3 ebox may terminate this agreement on notice if you are in breach of our acceptable use policy.

15.0 Disclaimer

15.1 The materials on the Websites are provided "as is". ebox does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Websites or otherwise relating to such materials.

16.0 Indemnity

16.1 You indemnify ebox against all claims, including but not limited to legal costs, which ebox may sustain or incur by reason of any breach by you of any of your obligations under these Terms.

17.0 Limitation of Liability

17.1 To the maximum extent permitted by law, ebox disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement; and

17.2 In no event shall ebox be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect, consequential or economic loss (including, without limitation, malicious acts and hacking).

17.3 ebox accepts no liability for any damage or loss suffered to you or any third party for its domain services.

17.4 Our total liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of hosting services shall be limited to the total price paid by you in respect of any hosting services under these Terms.

18.0 Your Responsibilities

18.1 You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, but without limitation, you are solely responsible for:

- (a) The technical operation of Your Content, including ensuring that calls you make to any Services are compatible with then-current APIs for those Services;
- (b) Your Content's compliance with our Acceptable Use Policy, and all applicable law; and
- (c) Any claims relating to Your Content.

19.0 Privacy Policy

19.1 Your privacy is very important to us. Accordingly, we have developed this Privacy Policy (the "Policy") in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our Policy:

- (a) Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- (b) We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- (c) We will only retain personal information as long as necessary for the fulfilment of those purposes.
- (d) We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- (e) Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- (f) We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- (g) We will make readily available to customers information about our policies and practices relating to the management of personal information.

19.2 We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

20.0 Fair use policy

20.1 If you subscribe to a Service that does not have any usage caps or limits, this Fair Usage Policy ("FUP") will apply to your account and all associated services provided with your hosting package.

20.2 A Fair Usage Policy is necessary to ensure our hosting services are used fairly and our services operate reliably for all customers. Resources provided on all our hosting services including but not limited to Reseller Accounts, Web Hosting Accounts, Virtual Private Servers and Dedicated Servers are all governed by this Fair Usage Policy.

- 20.3 Our aim is to provide a fair hosting service to all our customers. Therefore, we think to impose an actual figure on what we consider to be “excessive” use is not necessarily helpful and may penalise Users unfairly. What is deemed excessive will be determined by a number of factors including (but not limited to) the length of time which your excessive usage continues for, as well as the amount of resources being used. For example we limit daily email sends to 400 to avoid the risk of the Servers being blacklisted as they are seen to be sending excessive emails per day.
- 20.4 If, in our reasonable opinion, you have breached this FUP, we will contact you by email to let you know that that your usage is excessive and is affecting ebox services/systems and/or other Users. We reserve the right to impose reasonable limits to reduce your usage and/or pair you with other Users utilising the same or nearly the same amount of usage.

21.0 Acceptable Use Policy

- 21.1 You may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:
- (a) **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
 - (b) **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
 - (c) **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
 - (d) **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- 21.2 **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

22.0 Non-Assignment

- 22.1 The obligations and benefits of these Terms and the Services may not be assigned or transferred by you to any other party. No more than one log-in session under any one account may be used at any time by you. If you have multiple accounts, you are limited to one login session per system account at any time; User programs may be run only during log-in sessions. If your account is found to have been transferred to another party, or shows other activity in breach of this subclause, we shall have the right to cancel the account and terminate the Services and these Terms immediately.

23.0 Governing Law

- 23.1 These Terms are governed by and construed in accordance with the laws of New Zealand and shall be subject to the non-exclusive jurisdiction of the courts of New Zealand.

24.0 Updates To These Terms and Conditions

- 24.1 We may update these terms and conditions from time to time. Your continued use of any of our services indicates acceptance of the changes.