



**COMPUTER IMAGE PTY LTD**

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**Computer Image – Web Hosting Service**

**Terms and Conditions**

**1. Responsibilities of Computer Image**

- Computer Image will make all reasonable efforts to ensure the continued access of your website to the general public via the Internet, however we can not guarantee that this service will remain uninterrupted. We will take all reasonable measures to address any faults on a 'best effort' basis. Computer Image will not be held responsible for any damages or lost productivity due to service failures.
- We reserve the right to terminate your account immediately and without notice if we have sufficient reason to believe you are in breach of any of the items in this agreement. In the event of your account being terminated, we may re-activate your account if we are convinced that you have taken suitable measures to correct any breaches of this agreement.

**2. Responsibilities of the Client**

- You shall not divulge your username and/or password to any third parties. If you lose your password, or suspect that someone else may be using your username and password, you shall notify Computer Image immediately.
- The hosting of illegal, offensive or defamatory material, or material which breaches copyright laws is expressly forbidden. You acknowledge that any material you make available online shall remain your responsibility, and you will not hold Computer Image liable for any such material. We reserve the right to remove any content which may be in violation of this clause.

**3. Not for Profit/Hobby Sites:**

- Computer Image provides a reduced service rate for 'Not for Profit' and 'Hobby' sites.
- 'Not for Profit' means that the web site shall not be used as a means of raising revenue, or providing a web presence for a registered business. 'Hobby' sites encompass any site that may be part of a club, special interest group, or pastime that does not involve raising revenue.

**4. General Terms and Conditions**

- Each website will have an imposed size limit of 50Mb. Should the website consume more than the allocated amount of storage space, Computer Image reserves the right to notify the client to either:
  - Remove sufficient material from the website so that it consumes no more than 50Mb of disk space.
  - Pay additional annual fee(s) for each successive 50Mb of disk space required to host the entire website.
- Computer Image reserves the right to change its Terms and Conditions Policy at any time. We shall notify clients of any applicable changes, and it is expected that the Client will comply with these changes immediately upon receipt of such notification.

**5. Fee Structure**

- All fees are payable in advance, and are for 12 months of service.
- Payment terms are strictly 14 days.
- Any website deemed for 'Business Use' shall be charged at the annual rate of \$360.00 inc. GST.
- Any website classified as 'Not for Profit' or 'Hobby' shall be charged at the annual rate of \$120.00 inc. GST.
- Computer Image reserves the right to modify its fee structure at any time, however any increase in fees will be not be payable by the Client until the next annual renewal period.
- Failure to pay any invoices by the due date shall result in the immediate termination of service.

By signing this document, you certify that you have understood and agree to all the terms and conditions listed in this document.

Client Website: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ /20