



## **Terms of service**

### **Definitions**

Under this agreement the terms CPK Web Services means the business selling services, this may also be referred to as CPKWS or the business. Third party, means any person or entity hired by CPK Web Services to carry out a specific task or thing, or it might also refer to law enforcement agencies or the Australian government or any other government or business or authority that is not the business directly or the customer.

The term customer means the client the client means the person or entity buying services or products from the business.

The Manager, or manager, refers to the owner of the business.

### **Service Activation**

Under this agreement services will only be provided once payment has been received in full, unless otherwise stated in writing.

All web hosting services provided by CPK Web Services are issued on a 12 month contract, by continuing with the use of our web hosting services all clients agree to this.

The only exclusion to this policy is domain name registrations which have individual policies and procedures regarding registration and transfers, including criteria on who can register particular extensions.

For details email [domains@cpkws.com.au](mailto:domains@cpkws.com.au) for clarification.

Or visit <http://www.auda.org.au> for .au extensions, for most other domain name extensions policies visit <https://www.icann.org/policy>

Any domains that are managed by CPK Web Services can be transferred by the account holder, providing the request complies with the published policies for the various domain names and providing the request is made in writing.

Once a client's data is in our billing system and the client has agreed and paid for services to be provisioned, that constitutes agreement to these Terms of Service in full.

## **Service renewals**

Your hosting and domain name service will only be renewed once payment for the service has been received. Failure to pay will result in immediate suspension. Note that domain names that are not renewed by the due date will expire and become available for another person or entity to register.

## **Bandwidth allocation**

All clients are given an amount of bandwidth per month, if a client happens to go over that limit, then the account will be immediately suspended and the client will be required to pay a \$10 bandwidth fee, also this fee will need to be paid if the client needs to be allocated more bandwidth.

If an entirely new hosting package needs to be created then the client will need to pay a \$10 set-up fee, plus the cost of the new package will need to be paid.

## **Early termination policy**

If a client wishes to cancel his or her hosting account before the end of the 12 months, or any other agreed period that has been paid for in advance, the client will need to pay the cost of the remaining months left on the agreement. The fee will need to be paid within the standard invoice period; otherwise a \$20 late fee will be placed on top of the original charge.

All cancelation requests are required in writing.

Only the authorized account holder that is registered on the account at the time of signup is authorized to make cancelation requests.

Under this early termination policy The Manager of CPK Web Services can terminate a customer's account at any time providing that 7 days written notice is provided.

An account can be terminated for one of the following reasons.

1, Abuse towards any CPK Web Services staff member, including sub-contractors, or any third party providers that have been hired to carry out a specific task, this includes threats either written or spoken including mentions of legal action against CPK Web Services or sub-contractors or any third parties.

2 For any other reason at the Managers sole discretion, providing 7 days notice is provided as written above.

The Manager may decide to wave all associated account termination fees at the Manager's sole discretion.

Otherwise all fees will remain payable.

## **Account changes**

Only the authorized account holder is permitted to make changes to a client's account.

All requests are required to be made in writing.

All other requests will be ignored.

## **Third party access to information**

Unless a court order is given, or we are required to by law, no third parties will be given access to customer's data.

All requests must be provided in writing and must be from an authorized security agency or government department, such as the AFP, Australian Federal police or another government agency.

From time to time CPK Web Services will hire third party agencies to carry out specific tasks.

All third party agencies are required to comply with the CPK Web Services Privacy policy and other legal documents including this Terms of Service document.

The Manager will be required to issue written authorization before providing customers data to third party organisations. Only authorized parties will have access to private data.

All clients will be provided with written notice if their private data is required to be provided to a third party, the written notice will include the contact details and name of the third party.

Unless the third party is carrying out a day to day operation, where no clients data is required to be obtained to carry out the operation, or the customer is involved in a criminal investigation, where full disclosure of the operation would jeopardize any investigations.

## **Invoice policy**

All invoices issued by CPK Web Services must be paid within 14 days, if the client does not pay the invoice after 21 days, a new invoice will be generated and a late fee will be placed on top of the original invoice and the new invoice will become payable.

All late payment fees will be calculated at 10% interest. This means that a bill for \$200 will attract a \$20 late fee. This 10% fee will be placed on top of the original invoice.

## **Other fees and charges**

Any other fees and charges, such as credit card processing fees and bank fees, will need to be paid in full by the client on the request of CPK Web Services or any associated third party. These extra fees and charges will need to be paid within the standard invoicing policy as listed above, unless otherwise stated on the invoice itself. This includes debt collection fees.

## **SLA (Service Level Agreement)**

CPK Web Services offers a 99.9% uptime level, if your site or other online services such as email is not up 99.9% of any month we will give you 1 month free hosting. This offer does not include any work done by our server or network providers where your service is offline due to work being done on the server.

Our Service Level agreement also does not cover, loss of Network Conectivity, for any reason, including but not limited to, floods, fires storms or any other natural disaster. Also included in this limitation of liability is any human error caused by either the client or CPK Web Services such as the accidental deletion of website files.

Note this section does not apply to corporate and government customers who request a custom Service Level Agreement from CPK Web Services as these are provided on individual contracts that are approved by both parties.

## **Website backups**

While CPK Web Services in the event of a disaster will make every effort to recover files, CPK Web Services is not responsible for any loss of business that a client might experience as a result of the clients failure to take their own backups.

CPK Web Services will not be held liable for any loss or damage caused as a result of the client being negligent.

This includes but is not limited to the client not taking their own backups of website files, including databases.

Note this section does not apply to corporate and government customers who request a custom Service Level Agreement from CPK Web Services as these are provided on individual contracts that are approved by both parties.

## **Debt collection policy**

All unpaid accounts will be forwarded on to a third party for collection.

Either, 42 days after the unpaid invoice was issued, or if the debt is over \$500 or at the choice of the Manager if it is believed that the debtor has no intention what so ever of paying any overdue bills.

Under this policy all debt recovery and associated legal fees will need to be paid by the client.

## **Microsoft Cloud Agreement**

Under this agreement as a Microsoft Partner and as a provider registered on the Microsoft CSP, Cloud Solutions provider program, CPK Web Services agrees to be bound by this agreement and to comply with the conditions associated with the Microsoft Cloud Agreement otherwise known as the MCA. CPKWS agrees to make this agreement available on the website at [www.cpkws.com.au/policy.php](http://www.cpkws.com.au/policy.php) or will email a copy to clients if requested.

Clients who purchase any Microsoft Licenses and or subscriptions from CPKWS agree to be bound by the MCA, Microsoft Cloud Agreement in its entirety.

This agreement will be applicable to all clients with active Microsoft services billed by CPKWS and this agreement is activated as soon as the invoice is paid and the payment is processed by CPKWS staff.

If a customer wishes to cancel a subscription to a Microsoft product or service managed by CPKWS, the CPKWS standard cancelation policy as outlined in this Terms of Service agreement will apply.

If a client wishes to remove CPKWS as an administrator of the Microsoft Online Services, such as Office365 this will be classed legally as a termination of services and all associated fees will need to be paid as outlined in this Terms of Service Agreement.

The client agrees that all Microsoft services provided by CPKWS are Managed Services and that all support queries are to be managed by CPKWS you can reach our support staff by email [support@cpkws.com.au](mailto:support@cpkws.com.au) or by phone on 03 5273 0246 note that support will be provided during our standard support hours of 10AM to 10PM Monday to Friday.

Under this policy clients automatically give CPKWS authorization to contact Microsoft on their behalf, but only CPKWS authorized staff members will be authorized to contact Microsoft and this will only occur if the problem is unable to be fixed by CPKWS directly.

## **The entire agreement**

This is the full Terms of Service policy.

## **Changes to these written policies.**

These Terms of Service and other policies can be updated at any time providing written notice is given to the customer as soon as the changes are published.

The changes become affective as soon as they are published at [www.cpkws.com.au/policy.php](http://www.cpkws.com.au/policy.php)

Last updated 7 February 2019