

Web Hosting Terms And Conditions

These terms and conditions must be read in conjunction with our Website Design and Website Hosting terms and conditions.

1. Lawful Use

All services provided by Lexicom Limited may be used for lawful purposes only. Transmission or storage of any information, data or material in violation of any New Zealand law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret or other statute. The subscriber agrees to indemnify and hold harmless Lexicom Limited from any claims resulting from the use of the service that damages the subscriber or any other parties.

NOTE: Pornography, sex-related merchandising, Spamming or the sending of unsolicited email, from a Lexicom Limited server is STRICTLY prohibited. Lexicom Limited will be the sole arbiter as to what constitutes a violation of this provision.

2. Network Access

Any access to other networks connected to Lexicom Limited must comply with the rules appropriate for that other network.

3. Payment

Payment is due upon receipt of invoice. All payments must be in New Zealand dollars and must be able to be withdrawn at a New Zealand bank. Accounts are in default if payment is not received within 30 days after date of invoice. If a subscriber's cheque is returned by the bank as unredeemable, the subscriber will be deemed to be in default, and will be liable for a "returned cheque" charge of \$25.00.

4. Non-Payment

Accounts unpaid 30 days after date of invoice may have their service interrupted. Such interruption does not relieve the subscriber from the obligation to pay the monthly charge. A written request to terminate the service only relieves the subscriber of an obligation to pay future monthly account charges.

5. Accounts In Default

Accounts in default are subject to a late payment charge of \$50 and an

interest charge of 2% per month on the outstanding balance. If the subscriber defaults, the subscriber agrees to pay Lexicom Limited its reasonable expenses, including solicitor and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.

6. Data Retention

All files, information and mail under the account will be preserved for 60 days from the date the payment is due. If the payment is not received after 60 days, all files, information and mail under the account may be deleted. If the subscriber wishes to use the service again, the subscriber must re-apply as a new subscriber. For this, an activation fee will be required.

7. Data Deletion

The subscriber agrees that Lexicom Limited has the right to delete all data, files or other information that is stored in the subscriber's account if the subscriber's account with Lexicom Limited is terminated, for any reason, by either Lexicom Limited or the subscriber.

8. Account Access

System accounts cannot be transferred or used by anyone other than the subscriber without prior permission from Lexicom Limited.

9. Backup Recovery

Depending on the time frame concerned, the recovery of customer backup data may incur a fee to cover Lexicom Limited time and/or associated costs.

10. Login Sessions

No more than one login session may be used at any time by the subscriber or any system account. If the subscriber has multiple accounts, the subscriber is limited to one login session per system account at any time. User programs may be run only during login sessions. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, or paragraph (8) herein, are subject to immediate cancellation.

11. Account Suspension

Lexicom Limited shall have the right to suspend service to the subscriber at any time, and for any reason, without notice. If such a suspension is to last for more than 2 days, the subscriber may be notified as to the reason. Account suspension will not be done without good reason (such as an account been hacked or corrupted).

12. Service Cancellation

Services provided by Lexicom Limited may be cancelled in writing at any time by either party without penalty provided one month notice is given in

writing. Lexicom Limited reserves the right to change the rate by notifying the subscriber 15 days in advance of the effective date of the change.

13. Age

The subscriber must certify that he or she is at least 18 years of age.

14. Service Provision

If the subscriber requests that Lexicom Limited provide services not delineated herein, the subscriber agrees to pay Lexicom Limited's price for such services in effect at the time such service was rendered.

15. Data Control

Lexicom Limited exercises no control whatsoever over the content of the information passing through Lexicom Limited.

16. No Warranties

Lexicom Limited makes no warranties of any kind, whether expressed or implied, for the service it is providing. Lexicom Limited also disclaims any warranty of merchantability or fitness for a particular purpose. Lexicom Limited will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions. Use of any information obtained via Lexicom Limited is at the subscriber's own risk. Lexicom Limited specifically denies any responsibility for the accuracy or quality of information obtained through its services.

17. Exclusion of Liability

(a) Any defect in the services or in its maintenance shall not entitle the Subscriber to immediate cancellation of this contract.

(b) Without limiting the other terms of this contract, the Subscribers's sole remedy against Lexicom Limited shall be limited to breach of contract and Lexicom Limited's sole and total liability for any such claim shall be limited to, at the option of Lexicom Limited, either the re-supply of the services again or the amount of the current monthly Subscriber's Levies for the month during which the breach allegedly occurred.

(c) Subject only to Lexicom Limited's liability for breach of contract (if any) pursuant to clause 16 above, Lexicom Limited will not be liable to the Subscriber for any claim for breach of contract, breach of statute or breach of duty in tort (including negligence) or for any claim in equity or otherwise at law for any losses or damages whether general, exemplary, punitive, direct, indirect or consequential (including any claim for loss of profits) however caused which may be suffered or incurred by the Subscriber or any third person or which may arise directly or indirectly out of or in respect of this contract or the services (or its maintenance) or by reason of any act or omission on the part of Lexicom Limited to comply with its obligations under this contract.

(d) Notwithstanding anything herein contained or implied no employee,

agent or director of Lexicom Limited will be liable to the Subscriber for any breach of duty or care in contract, tort, equity or otherwise in relation to the performance of obligations under this contract or in relation to the subject matter of this contract.

(e) To the maximum extent permitted by law all terms, warranties or representations, whether statutory or otherwise and whether express or implied, oral or written as to the state, merchantability, quality, fitness for purpose or fitness of the services and its maintenance are hereby excluded.

(f) Notwithstanding anything else herein contained or implied Lexicom Limited is not attempting to exclude any of its legal liabilities under the Consumer Guarantees Act 1993.

(g) This clause shall survive termination of this contract.

18. Relationship of the Parties

The Subscriber warrants it has not relied on:

(a) Any representation made by or on behalf of Lexicom Limited which has not been expressly stated in this contract; or upon any publicity material or brochures produced by or on behalf of Lexicom Limited.

(b) This contract constitutes the complete and exclusive understanding between the parties in relation to the subject matter hereof and supersedes all prior contracts, proposals, communications and representations made by either party (whether oral or written) and this contract may only be modified if such modification is in writing and signed by a duly authorised representative of each party. This contract shall prevail over any inconsistent terms and conditions in any other contract between the parties whether in correspondence or otherwise and any conditions or stipulations to the contrary are hereby excluded and extinguished. Except as otherwise expressly stated in this contract, neither party has any other responsibility or obligation to the other.

19. Non Waiver

Failure by any party to enforce any right or obligation with respect to any matter arising in connection with this contract shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under this contract shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation under this contract.

20. Contract Provisions

Should any provision of this contract be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of this contract shall remain unaffected thereby unless otherwise stated.

21. Terms & Conditions Acceptance

These Terms and Conditions supersede all previous representations, understandings or contracts and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of Lexicom Limited's service constitutes acceptance of these Terms and Conditions.