

**Digital Network Limited / Nucleus**  
**Terms and conditions of Service**

Acceptable Usage Policy  
Updated 1<sup>st</sup> June 2008

**Virtual private servers.**

Definition of Terms

"Company", "The Company", "Nucleus", "Nucleus web hosting", "us", "we" and "our" means Nucleus, a division of DigitalNetwork Limited.

"Client ", "Customer" and "You" means the party or parties who enters into this agreement with Nucleus.

In addition to the standard terms and conditions of service as displayed on our website located at [https://www.creditcardguard.net.nz/~nucleus/terms\\_conditions.html](https://www.creditcardguard.net.nz/~nucleus/terms_conditions.html) the following terms and conditions are applicable with regard to VPS services provided to our clients by the Company.

1. Clients leasing, purchasing or obtaining services or equipment provided by the Company, note that they will abide by the laws as applicable within New Zealand at all times.

2. Users may not carry out any illegal act or infringe any other Internet service providers AUP (Acceptable Use Policy).

This includes the network utilised by The Company and all networks that are located outside of the network utilised by the company.(The Internet).

3. Users of the Companies services may not

Carry out any form of network attack (denial of service, flooding, cracking, hacking, send or partake within the sending of UBE/UCE (unsolicited bulk email, unsolicited commercial email) or email otherwise commonly termed as spam.

4. All data, files and content stored or being routed via our equipment must not breach any copyright or legal restriction. This includes, but is not restricted to: Illegal software (archived parts of or complete copies), Adult or Pornographic content, race hate content, content that shows or defines harm to minors in an unsuitable or illegal fashion.

5. We do not permit the following services or sites to be located or linked to from our servers.

Sites unsuitable to be hosted on The Company servers or Network include but are not limited to: Gambling sites, pharmaceutical sales (including but not limited to products such as viagra, cialis, levitra and other prescription drugs.), controlled or illegal substances.

The Company shall define what it deems to be acceptable and our decision regarding content shall be final.

6. We do not permit the usage of IRC or shell only accounts on our network.

7. The Company has no obligation to provide any included support for software installations or related problems that you may encounter with your VPS.

You may contact us to arrange a service plan with included technical support hours or to arrange software configuration at our casual labour rate of

- i. \$120.00 +GST per hour during the hours of 9.00am - 5.00pm Monday - Friday.
- ii. Outside of those hours and public holidays, technical support services are charged at \$160.00 + GST per hour.

8. The Company may amend this document as it deems necessary at any time.

The Company shall make the final decision with regards to what it believes to be in breach of our TOS or AUP (Terms Of Service and Acceptable Use Policies.)

9. Failing to observe our Terms Of Use, and or, our Acceptable Use Policy, may lead to the instant cancellation of service provision, without refund or notice, if The Company believes the breach to be of a serious nature.

10. Notification of any breach to our Terms Of Use, and or, our Acceptable Use Policy, shall be communicated to the client via the email address that The Company currently have on file for said client. Notification shall be made within 24 hours of the Company becoming aware of any breach of its conditions as set out within its Terms Of Use, and or, our Acceptable Use Policy.

#### Cancellation of Service Provision

A minimum of 30 days notice is required for the cancellation of VPS services provided to the client by The Company.