

Disclaimer and Services Agreement

Dzina Ltd General Disclaimer

Dzina Ltd reserves the right, at its sole discretion and without any obligation, to make improvements to, or alter any part of the products and services offered in this agreement.

TRADEMARK INFORMATION:

Dzina Ltd, the Dzina Ltd logo, the Dzina Web Pages Ltd logo, the Dzina Ltd 'Web & I.T' slogan, the Dzina Web Pages Ltd 'More than just Websites' slogan and other Dzina Ltd logos and product and service names and logos are trademarks of Dzina Ltd.

PRIVACY POLICY:

Under no circumstances will clients' personal information be given out to any third parties. Any information held by Dzina Ltd is for use solely by Dzina Ltd for contact and billing information only.

HOSTED DATA TERMS AND CONDITIONS:

Any data hosted by Dzina Ltd is subject to meeting the following criteria:

- Data must not be illegal (copied applications, games, etc)
- Data must not be pornographic or of a pornographic nature

Dzina Ltd will respect the privacy of the individual or business hosting data and clients are responsible for ensuring their own data meets the above criteria.

If material of an illegal nature is being stored unbeknown to Dzina Ltd, Dzina Ltd disclaims all liability for the data.

Dzina Ltd shall in no way be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to data hosted on any Dzina Ltd or 3rd party server.

If it is brought to our attention that an account is being abused where data is being stored that does not meet the above criteria, Dzina Ltd reserves the right in its sole discretion to disable the offending account from service until it qualifies the aforementioned criteria or ban the user from our service altogether.

UPTIME:

Dzina Ltd will do its utmost to provide the maximum level of uptime that is possible. However, we make no apologies and disclaim all responsibility for downtime caused by circumstances outside our control including natural disasters, power outages, technical difficulties, fire, or any other freak occurrence that prevents our service from running normally.

Dzina Ltd shall in no way be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever in respect to downtime or loss of data hosted on any Dzina Ltd server

LOSS OF DATA / BACKUPS:

Dzina Ltd can access regular backups of all data on all our servers, however Dzina Ltd can not guarantee that the latest backup will contain the latest version of your site, or any other data you have hosted on our server(s). Dzina Ltd urges all clients keep regular backups themselves on local computers should data need to be restored from a backup at any stage.

Charges apply for Dzina Ltd to reinstate data from backups. Prices are set on a case by case basis.

Dzina Ltd shall in no way be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to loss of data hosted on any Dzina Ltd server

REFUND POLICY:

Dzina Ltd has an initial 30 day money back guarantee and will offer refunds to any customer who is dissatisfied with our hosting service for whatever reason. Prepaid services are not refundable unless requested within the first 30 days of service.

Domain names and directly associated services such as mail routing, redirections, etc are payable 1 yr in advance unless prior arrangements are made with Dzina management and are non-refundable. Refunds may be applied to upgrades of Dzina services at the sole discretion of management.

Dzina Ltd Services Agreement

This User Agreement (the "Agreement") governs the terms of the use by Client of services offered by Dzina Ltd.

Client agrees to receive access to the Server services according to the following terms and conditions:

1. Selection of Service Plan.

The Client will select one of the service plans offered by Dzina Ltd, and agrees to receive services according to the service plan selected.

2. Payment for Services.

- a) Payments are due on the date specified on the invoice (typically the 20th of the month of the invoice).
 - i. Payments 31 days or more past due will incur a \$20 late payment penalty per 30 days overdue.
 - ii. If payment is not received within 90 days your account may be placed on hold and website removed from Dzina Ltd's servers. A reconnection fee of \$90.00 +gst may apply. Any collection costs will be passed onto clients with overdue accounts requiring debt collection.
- b) On acceptance of a project proposal contract from Dzina Ltd no deposit is required, however:
 - i. If the project is not completed within 90 calendar days you will be billed 50% of the proposed amount or the applicable amount for the time invested in the project to date, whichever is the greatest. The remainder of the proposed amount will be billed on completion or at 150 calendar days from the acceptance date.
 - ii. If the project is abandoned or indefinitely postponed after the acceptance of a project proposal, package or contract a 50% withdrawal fee of the original amount or time charges to date, which ever is the greater, will apply.

3. Compliance with Law.

Client will use the services offered by Dzina Ltd in a manner consistent with all applicable laws and regulations of their governing body. At all times the laws and regulations of New Zealand shall be the deciding ruling should a difference exist.

4. File Back-up.

While Dzina Ltd maintains daily file back ups, Dzina Ltd is not responsible for the Client's files residing on Dzina Ltd's servers. The Client is solely responsible for independent backup of data stored on Dzina Ltd's servers. Charges apply for reinstatement of files, if possible, by Dzina Ltd.

5. Prohibition of Publication of Certain Material.

The Client shall not knowingly or unknowingly submit to Dzina Ltd for publication any of the following material (including pictures, links, or any other content):

- (a) any material which violates or infringes any copyright, trademark, trade secret, patent, statutory, common law or other proprietary rights of others;
- (b) any material that is libelous or slanderous;
- (c) any material which is or contains anything obscene, pornographic, or offensive including links to such material; or

(d) distribution lists to be used via unsolicited electronic mail or other mass electronic mailings.

Due to the public nature of the Internet, all material submitted by the Client for publication will be considered publicly accessible. Dzina Ltd does not screen in advance Client's material submitted for publication. Dzina Ltd's publication of material submitted by the Client does not create any express or implied approval by Dzina Ltd of such material, nor does it indicate that such material complies with the terms of this Agreement.

Dzina Ltd may use images and/or text sourced from the Internet for design creation, temporary test use, draft layout or comprehensive rendering of a proposed work for client review, internal company review or testing. These image or text "placeholders" may not be used in any materials distributed or accessible to the public or in any final product or use, including, without limitation, any online or other electronic distribution system (except transmitting digitally or electronically for review) and may not be sold or sublicensed alone or as part of any product. It is the clients responsibility to supply Dzina Ltd with substitute images/text for these placeholders and Dzina Ltd does not hold any responsibility if final copies are produced with placeholders intact.

6. Disclaimer of warranties.

Dzina Ltd's service is provided on an "AS IS, AS AVAILABLE" basis.

Dzina Ltd specifically disclaims any other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. In no event shall Dzina Ltd be liable for any consequential, indirect, special or incidental damages, even if Dzina Ltd has been advised by the Client of the possibility of such potential loss or damage. If Dzina Ltd's service to client is disrupted or malfunctions for any reason, Dzina Ltd shall not be liable for loss of income due to disruption of service, beyond the fees paid by client to Dzina Ltd for services, during the period of disruption or malfunction.

7. Limitation/Disclaimer of Liability.

Dzina Ltd is not liable for protection or privacy of electronic mail or other information transferred through the Internet or any other network of which its customers may utilise.

Dzina Ltd does not represent or warrant to the Client that the Client will receive continual and uninterrupted service during the term of this Agreement. In no event shall Dzina Ltd be liable to the Client for any damages resulting from or related to any failure or delay of Dzina Ltd to provide service under this Agreement if such delays or failures are due to strikes, riots, fire, inclement weather, acts of God, power outages, theft or vandalism or other causes beyond Dzina Ltd's control, as defined by standard practices in the industry. Such failure or delay shall not constitute a default under this Agreement.

8. Indemnity.

The Client agrees to defend, indemnify and hold Dzina Ltd harmless from and against any and all claims, losses, liabilities and expenses (including legal fees) related to or arising out of the services provided by Dzina Ltd to the Client under this Agreement, including without limitation claims made by third parties (including customers of the Client) related to any false advertising claims, liability claims for products or services sold by the Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by the Client for publication by Dzina Ltd, but excluding those related to the negligence of Dzina Ltd.

9. Resale of Dzina Ltd's Service.

If the Client acts as a "reseller" of the services provided by Dzina Ltd to their Client hereunder, by the Client providing similar services to its customers, then all the terms of this Agreement shall provide to the resale. Without limiting the foregoing, the Client's obligations under Section 8 ("Indemnity") shall apply to any and all claims made against Client and/or Dzina Ltd which arise out of the resale of Dzina Ltd's services.

10. Governing Law/Venue.

This Agreement shall be governed by the laws of New Zealand.

11. Relationship of the Parties.

The parties intend that an independent contractor relationship will be created by this contract, and that no partnership, joint venture or employee/employer relationship is intended.

12. Taxes.

If any federal, state, governmental or local governmental entity with taxing authority over the services provided under this Agreement imposes a tax directly on the services provided by Dzina Ltd to the Client under this Agreement (excluding any income, business and occupation, capital gain, death or inheritance, or other indirect taxes), then Dzina Ltd may pass the direct amount of such cost on to the Client, and the Client shall promptly pay such cost.

13. Waiver.

Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

14. IP Addresses.

Dzina Ltd maintains control and any ownership of any and all IP numbers and addresses that may be assigned to the Client and reserves in its sole discretion the right to change or remove any and all IP numbers and addresses.

15. Bandwidth Provision.

Dzina Ltd retains right to withdraw service where Dzina Ltd deems bandwidth usage by Client to be excessive. Judgment of excessive bandwidth usage to be solely under discretion of Dzina Ltd. In the event of removal of service Client will be reimbursed to the amount of prepaid services. All reasonable efforts will be made to arrange alternative hosting however no guarantee of suitable alternative hosting is made. If no suitable alternative hosting is available the client is then responsible for hosting of their website and shall not hold Dzina Ltd liable in any way.

16. Return to Base (RTB) Warranties.

Where hardware has been purchased from Dzina Ltd that carries a RTB warranty, any matters needing corrective intervention from Dzina Ltd requires that the hardware be returned to Dzina Ltd's place of business for repair. All warranties are EXCLUSIVE of software issues, user misuse, virus infection, power related issues or acts of God.

• **Warranty**

- Term of cover is One (1) year from date of invoice.
- Warranty is provided by Dzina Ltd on the computer, excluding additional peripherals.
- Software is NOT included in this cover.
- Software related issues are NOT included in this cover.
- Warranty covers only parts installed at time of purchase, and included on original invoice.
- Keyboard and Mouse are covered for two (2) months, EXCLUDING misuse or abuse.
- Warranty applies only to the original purchaser.
- Proof of purchase must be presented for any warranty claim.
- All components/products are sold with manufacturers 12month RTB warranty unless specified.
- All warranty claims are at the discretion of Dzina Ltd or the manufacturer.

- The warranties do not cover any defect or fault arising from faulty or incomplete software, software improperly installed or loaded by the customer, nor does it cover faults arising from viruses.
- Any Product or PC received for warranty claim found to have no fault or has been electrically damaged, incorrectly handled or installed or has virus related effects will be subjected to a mandatory surcharge + labour charge. Minimum charge is \$50.00 + GST

- **Replacements**

- If stock is returned without accessories such as cables, packaging, manuals, drivers, original packaging, etc, replacement stock will be issued without those items.
- All products (repaired or replaced) shall be covered under the original warranty of purchase only, thus no extended warranty is offered or implied for the replacement.

- **Freight**

- All goods returned will be delivered personally or by "Prepaid Freight" paid by the purchaser.
- Any freight marked "Receiver Pays" or C.O.D will NOT be accepted.
- Repaired goods returned via post or courier will incur freight costs.

FULL LIST OF DZINA'S PRICES:

Website Packages:

- | | |
|-------------------------|---|
| 1. 4 Page Works | \$1400 |
| 2. Easy Payment Package | \$250/month for 12 months |
| 3. Dzina Your Way | \$50/hour |
| 4. ProStay | Dzina hosted clients - \$60 setup fee
- \$10/month
Non Dzina hosted clients - \$99 setup fee
- \$12.95 per month |

New Domain Name Registrations:

- | | |
|---------------------------------|--|
| 1. .com, .uk or .nz names | \$20 account setup fee – new clients only
\$55 per year |
| 2. .com.au and other extensions | On application |

Domain Names not registered with Dzina:

- | | |
|--|--|
| 1. Transfer registrars to Dzina | \$12.50 |
| 2. DNS Routing | \$35 |
| 3. Monthly Service Charge
(for email and support) | \$1.75 per month remaining of the registration period. |

Hosting:

- | | |
|----------------------|------------|
| 1. Bronze Hosting | \$15/month |
| 2. Silver Hosting | \$30/month |
| 3. Gold Hosting | \$50/month |
| 4. Hosting Setup Fee | \$50 |

Other Charges:

- | | |
|--|------------|
| 1. Transfer registrars to Dzina | \$12.50 |
| 2. DNS Routing | \$35 |
| 3. Hosting with Domain Registrars other than Dzina | \$10/month |
| 4. FTP Setup | \$25 |
| 5. Hosting reconnection fee | \$90 |