



CLOUD APPLICATION HOSTING AND MAINTENANCE TERMS AND SERVICES

EXISTING CUSTOMERS /ONGOING PROJECTS

IClick ONLIONE TECHNOLOGY LIMITED

01/09/2020

ICLICK Limited - CLOUD APPLICATION HOSTING - DEVELOPMENT AND MAINTENANCE
TERMS AND CONDITIONS

Iclick Online Technology Limited - Terms of Services for all clients unless if you sign in a specific agreement with ICLICK.

1) GOVERNING LAW

The law of New Zealand governs this agreement and the transactions completed by this agreement.

2) GENERAL TERMS AND CONDITIONS

A. TECHNICAL SUPPORT AND OTHER ADDITIONAL SERVICES.

- Email is the preferred form of communication for service and maintenance requests. You are welcome to call us on the below contact numbers during our working hours, or you may contact us after hours when required.

B. FEE FOR ADDITIONAL SERVICES.

- As an ongoing service agreement, ICLICK will provide you with application hosting backup, security, and maintenance (Software update of the application) for the annual fee you pay under the hosting plan.
- Should you request a change to the application, the following fees will be applicable and will be invoiced separately at the hourly rate as below.
- Before ICLICK commences any additional services, they are to be agreed on by both parties and confirmed in writing.

Data entry/Graphic design work	100+ GST Per Hour
Web development / Application enhancement	180 + GST Per Hour

C. CONTACT INFO OPENING HOURS AND AFTER HOURS SERVICES

Address - Youell House, 1 Hutcheson Street, Blenheim, New Zealand

Tel No - + 64 3 928 4906 & Toll-free NZ – 0800 121 234

Email – info@iclick.co.nz

Web – www.iclick.co.nz

OPENING HOURS – Monday to Friday 9 am to 5 pm except for public holidays

AFTER-HOURS SERVICES – Please call on +64 3 928 4906 and follow the instructions

D. GST

We are a GST registered company and all invoices have a GST component.

E. CHANGES TO FEES

Your fees are set out in the proposal /quotation. They apply for the duration of the billing period and the job agreed.

ICLICK reserves the right from time to time change fees. If a fee change is to be implemented, we will first seek your approval for any expenses exceeding \$500 before commencing the work.

F. INVOICING

Your invoice will be sent at the time the payment is due. We reserve the right to terminate the service immediately if payment is not received within the agreed time. ICLICK Online is not responsible for data integrity or business loss on accounts should they be suspended for non-payment.

G. PAYMENT

Payment is due upon receipt of invoice. All payments are to be New Zealand dollars and paid into the ICLICK nominated account.

H. NON-PAYMENT

Accounts unpaid 14 days after the date of the invoice may have their service interrupted. Such interruption does not relieve the subscriber from the obligation to pay the monthly charge. Only a written request to terminate the service relieves the subscriber of the obligation to pay the monthly account charge.

I. 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 or frozen at the discretion of ICLICK. If the customer wishes to use the service again, the customer will need to re-apply.

J. CYBER ATTACK - EMERGENCY SECURITY – ACCOUNT SUSPENSION

ICLICK has the right to suspend service to the client at any time, and for any reason, without notice to protect you the client from cyber-attack. If such a suspension is to last for more than two days, the customer will be notified as to the reason. Account suspension will not be done without good reason (such as an account been hacked or corrupted).

K. SERVICE CANCELLATION

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

3) APPLICATION SECURITY MAINTANACNE AND HOSTING

A. UPDATES OF APPLICATION SOFTWARE

From time to time, ICLICK Online may provide updates to the application software used to run your system or website for security reasons or to enhance the performance.

B. SECURITY UPDATE AND MAINTENANCE

- I. We take the security of our servers seriously and aim to avoid any disruption of hosting service for our clients. We make no representation and give no warranty as to the accuracy or quality of the information received by any person via the Server. We shall have no liability for any loss or damage to any data stored on the Server.

- II. We reserve the right to shift sites using excessive bandwidth to offshore servers where traffic is not a problem to provide you with a better service. We will discuss options with you should your account becoming an issue.
- III. While we will use every reasonable endeavour to ensure the integrity and security of the Server, we do not guarantee that the Server will be free from unauthorized users or hackers and we shall be under no liability for non-receipt or misrouting of email or for any other failure of email or application/web.
- IV. We shall use all reasonable endeavours to make available to you at all times the Server and the Services, but we shall not, in any event, be liable for interruptions of Service or down-time of the Server.
- V. Bulk email is not to be sent from your platform. The reason why is that bulk emails will cause technological problems to your hosted solution. Should you wish to send bulk emails please contact Iclick to discuss best options.
- VI. It is your responsibility to keep secure any identification, password, and other confidential information relating to your account. You shall notify ICLICK immediately of any known or suspected unauthorized use of your account or breach of security, including loss, theft, or unauthorized disclosure of your password or other security information.
- VII. From time to time, we may provide required security updates to run your system or website smoothly.

C. DATA BACKUP AND RECOVERY

ICLICK Online performs regular backups/snapshots of all server data and daily incremental backup of all system and client data. Backups are made for server restoration purposes only. In the event of equipment failure or data corruption, we may re-upload your data to your account. There may be data losses, and interruption to services depends on the situation. Also, depending on the time frame concerned, the recovery of customer backup data may incur a fee to cover ICLICK time and associated costs.

D. UNSCHEDULED MAINTENANCE - NOTICE GIVEN

Unscheduled maintenance may need to be performed from time to time, during this time, the Server may be off-line. You will be notified as soon as is practical.

E. HOSTING PLAN – FEE SUBJECT TO CHANGE

The hosting plan will determine: The Fees include the provision of normal web hosting and server maintenance services. As an ongoing improvement, we may carry out additional services for you, for example: Increase the capacity of the hosting facility to upgrade to next level to provide you with a better service depending on the traffic/volume, etc. technical support for application-specific issues, such as PHP, HTML or script installation.

We will seek your approval for any additional fee exceeding \$500 before commencing the work or upgrade any facility.

F. BILLING - HOSTING AND DOMAIN RENEWAL

At the end of 12 months, ICLICK will invoice you an annual account for hosting fees. These may also include additional fees such as cost for any upgraded hosting facility or domain renewal These are at cost and passed on directly to the client.

4) CHANGES TO CUSTOMER TRADING POLICY / TERMS AND CONDITIONS

It is the client's responsibility to provide relevant information should they wish to have prompt service with their ICLICK platform.

5) ICLICK TECH LIABILITY

ICLICK has obtained a comprehensive tech liability insurance to protect Product and Service offered to its customers.

6) ACKNOWLEDGMENT

ICLICK Online has set out above terms of services to provide a better service and to instruct its clients about the operating procedures of the business.

Please do contact us for any specific terms and expectations of your business before you sign the terms if any.

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Director
ICLICK Online Technology Limited

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Business name

.....
Customer Signature

.....
Customer Name

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Date