CHRISTOPHERBOLT.COM LIMITED

BoltHost and BoltMail are divisions of ChristopherBolt.Com Limited.

terms of service

6 July 2022

Acceptance

Any instructions received by ChristopherBolt.Com from the client for the supply of goods and services shall constitute acceptance of the terms and conditions herein.

GENERAL TERMS

These terms apply to all products and services supplied by ChristopherBolt.Com, all other terms supplement these terms where applicable.

Acceptable Use

You agree not to use any products or services supplied by ChristopherBolt.Com to conduct any business or activity, or solicit the performance of any activity where either of those acts is prohibited by or would violate any applicable law or legal obligation, or for purposes that may create civil or criminal liability, including but not limited to: (a) uses which are defamatory, deceptive, obscene, or otherwise inappropriate; (b) uses that violate or infringe upon the rights of any other person, such as unauthorized distribution of copyrighted material or personal information; (c) "spamming," sending unsolicited bulk e-mail messages, sending unsolicited advertising or similar conduct; (d) threats to or harassment of another; and (e) knowingly sending any virus, worm, cancelbot, or other harmful component.

You agree to avoid using any products or services supplied by ChristopherBolt.Com knowingly (i) in a manner which significantly and adversely affects the performance or availability of any ChristopherBolt.Com services, or (ii) in a manner that interferes in any way with ChristopherBolt.Com's computers or network security, or (iii) to attempt to gain unauthorized access to another computer system. You agree to immediately notify ChristopherBolt.Com of any security breach or unauthorized use of your account.

Privacy and Confidentiality

All correspondence and documents provided will be treated as confidential between the client and ChristopherBolt.Com including it's employees, contractors and representatives, unless consent has been granted by all identifiable parties involved.

CHRISTOPHERBOLT.COM WILL TREAT ALL DATA YOU COLLECT OR STORE THROUGH THEIR PRODUCTS AND SERVICES AS CONFIDENTIAL AND WILL NOT DISCLOSE THIS INFORMATION TO ANY THIRD PARTY, UNLESS CONSENT HAS BEEN GRANTED BY ALL UNIDENTIFIABLE PARTIES INVOLVED.

CHRISTOPHERBOLT.COM RESERVES THE RIGHT TO MONITOR THE DATA YOU STORE THROUGH THEIR SERVICES FOR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.

THOUGH CHRISTOPHERBOLT.COM MAKES EVERY EFFORT TO PRESERVE USER PRIVACY, THEY MAY NEED TO DISCLOSE PERSONAL INFORMATION AND/OR DATA WHEN REQUIRED BY LAW WHEREIN THEY HAVE A GOOD-FAITH BELIEF THAT SUCH ACTION IS NECESSARY TO COMPLY WITH A CURRENT JUDICIAL PROCEEDING, A COURT ORDER OR LEGAL PROCESS.

Compliance with Law

YOU WILL COMPLY WITH THE PRIVACY ACT, THE UNSOLICITED ELECTRONIC MESSAGES ACT AND ANY OTHER APPLICABLE LAWS OR REGULATIONS (AS REPLACED OR AMENDED FROM TIME TO TIME).

CHRISTOPHERBOLT.COM WILL ALSO COMPLY WITH THE PRIVACY ACT, THE UNSOLICITED ELECTRONIC MESSAGES ACT AND ANY OTHER LAWS OR REGULATIONS (AS REPLACED OR AMENDED FROM TIME TO TIME) TO THE EXTENT SUCH LAWS OR REGULATIONS ARE APPLICABLE TO THE PRODUCTS AND SERVICES MADE AVAILABLE TO YOU.

Ownership of Data and Intellectual Property Rights

YOU WILL RETAIN OWNERSHIP AND RESPONSIBILITY FOR OF ANY DATA UPLOADED, INPUTTED, CAPTURED, COLLECTED AND/OR STORED THROUGH THE USE OF CHRISTOPHERBOLT.COM'S PRODUCTS AND SERVICES AND CHRISTOPHERBOLT.COM SHALL HAVE NO RIGHT TO USE SUCH DATA EXCEPT TO THE EXTENT NECESSARY TO PROVIDE THE SERVICES.

Backups and Data Loss

SUBJECT TO THE TERMS OF THIS AGREEMENT YOU USE CHRISTOPHERBOLT.COM'S SERVICES AT YOUR SOLE RISK. ALTHOUGH CHRISTOPHERBOLT.COM KEEPS DAILY BACKUPS OF ALL DATA CHRISTOPHERBOLT.COM IS NOT RESPONSIBLE FOR FILES AND DATA RESIDING ON YOUR ACCOUNT. YOU AGREE TO TAKE FULL RESPONSIBILITY FOR FILES AND DATA TRANSFERRED AND TO MAINTAIN ALL APPROPRIATE BACKUP OF FILES AND DATA STORED ON CHRISTOPHERBOLT.COM'S SERVERS.

CHRISTOPHERBOLT.COM WILL GIVE YOU AS MUCH NOTICE AS IS REASONABLY PRACTICABLE IN THE EVENT THAT CHRISTOPHERBOLT.COM NEEDS TO CARRY OUT ANY WORK ON ITS SERVERS WHICH MAY CAUSE LOSS TO ANY FILES OR DATA RESIDING ON YOUR ACCOUNT.

Payment

UNLESS OTHERWISE AGREED ALL INVOICES SHALL BE PAID WITHIN 30 DAYS.

All reasonable costs incurred by ChristopherBolt.Com in the enforcement of the payment obligations in this agreement, including solicitor's fees and debt collection costs, shall be paid by the client.

Termination
ChristopherBolt.Com may cancel your account where they find that you have materially breached the terms of this agreement.

You may terminate your account at any time by contacting ChristopherBolt.Com.

Any outstanding invoices must be paid within 30 days of termination.

Refunds
ChristopherBolt.Com will refund a BoltHost or BoltMail account purchase within 30 days if the service does not meet your requirements or expectations.

ChristopherBolt.Com does not provide refunds for Domain Name purchases or renewals.

ChristopherBolt.Com does not provide refunds for any other products or services.

Indemnification
You agree to defend, indemnify, save and hold ChristopherBolt.Com harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against ChristopherBolt.Com, that may arise or result from your use of the products or services supplied by ChristopherBolt.Com.

Disclaimer
ChristopherBolt.Com will not be responsible for any indirect or consequential loss your business may suffer in connection with your use of the products or services supplied by ChristopherBolt.Com. Except as set out in this agreement, ChristopherBolt.Com makes no warranties of any kind, expressed or implied for services provided.

Changes to this Agreement
ChristopherBolt.Com reserves the right to revise it's policies at any time and will notify customers of changes that may affect them.

"BOLTMAIL" EMAIL MARKETING TERMS OF USE
BoltMail is a web-based email marketing solution provided by ChristopherBolt.Com.

These terms apply to any customer seeking or receiving email marketing services from ChristopherBolt.Com and supplement the general terms above where applicable.

Unsolicited Electronic Messages Act

You agree to use BoltMail in compliance with the Unsolicited Electronic Messages Act. If you intend to use BoltMail for commercial purposes then you agree that: (a) You have the consent* of the owner of any email address you add to BoltMail; (b) You will include accurate contact information for yourself or your company in all email campaigns and auto responders you send, such as a telephone number and/or contact address; (c) You will include a functional unsubscribe link in all email campaigns and auto responders you send.

*For more information on the Unsolicited Electronic Messages Act and what qualifies as consent please refer to:
http://www.boltmail.co.nz/docs/BusinessGuide.pdf

Privacy and Confidentiality

You agree to treat all email addresses and other personal information you collect through BoltMail with strict confidentiality, unless consent has been granted by the identifiable individuals involved. Using BoltMail to harvest email addresses or other personal information to sell or distribute to a third party without consent is forbidden.

ChristopherBolt.Com will never send promotional material or any other material to your subscribers or contact them in any way.

ChristopherBolt.Com will treat all data you store or collect through Bolt Mail as confidential, please refer to the General Terms.

"BOLTHOST" WEB & EMAIL HOSTING TERMS OF USE

BoltHost is a web hosting solution provided by ChristopherBolt.Com.

These terms apply to any customer seeking or receiving web or email hosting services from ChristopherBolt.Com and supplement the general terms above where applicable.

Acceptable Use

Your hosting account runs on a server that also hosts other ChristopherBolt.Com customers, this is called shared hosting. You agree to use your account in a manor that is to the best of your knowledge respectful and mindful of other users.

Bulk Email

Use of your web or email hosting account for the sending of bulk email of any kind is strictly forbidden. Sending of bulk email may cause significant delays for other users and may result in other networks blocking your email or placing restrictions on mail sent from the ChristopherBolt.Com network.

If you need to send legitimate subscribed marketing or newsletters please inquire about our BoltMail email marketing system.

Excessive Resource Usage

ChristopherBolt.Com will make every reasonable effort to keep their servers running at the highest possible performance and availability in accordance with best industry practices.

If ChristopherBolt.Com determines that a script or application on your account is using excessive bandwidth, processor, disk access or memory resources in such a manor as to seriously affect the performance of other customers then ChristopherBolt.Com reserves the right to delete the script or application immediately before notifying you of the problem [after first making an appropriate backup].

ChristopherBolt.Com may request that you remedy the performance of a script or application. If after notification of the problem you continue to run the script without addressing it's performance issues ChristopherBolt.Com may at their discretion suspend your account until the problem has been resolved.

If ChristopherBolt.Com determines that shared hosting is not appropriate for your account they will suggest a suitable alternative such as a dedicated server or other high performance option. If ChristopherBolt.Com does not have the capacity to supply such a solution they will recommend a third party who can. ChristopherBolt.Com will give appropriate notice and time for you to move your account to the recommended solution before your account is terminated.

Website Security

ChristopherBolt.Com will make every reasonable effort to keep their server's secure in accordance with best industry practices.

It is your responsibility to ensure that all scripts and applications you run on ChristopherBolt.Com's servers are secure. If you run any third party scripts we recommend that you keep them up to date. Failure to do so may result in your website being hacked and in some cases may compromise the security of the server. If you discover that your account has been compromised you will notify ChristopherBolt.Com immediately.

Upon notification or discovery that your account has been hacked ChristopherBolt.Com may if deemed necessary temporarily suspend your account to protect the server and then restore your account from the most recent clean backup.

ChristopherBolt.Com accepts no responsibility for any damage or data loss that may occur from your site being hacked or from actions taken to address the problem.

Upon discovery of scripts or applications on your account that ChristopherBolt.Com determines could compromise the security of the server ChristopherBolt.Com may at their discretion immediately delete the script or application before notifying you of the problem. If after notification of the problem you fail to address the security concerns promptly ChristopherBolt.Com may at their discretion suspend your account until the problem has been resolved.

WEB DESIGN & DEVELOPMENT TERMS

ChristopherBolt.Com offers custom web design and development services.

These terms apply to any customer seeking or receiving web design or development services from ChristopherBolt.Com and supplement the general terms above where applicable.

Browser compatibility and web standards

Where possible and unless stated otherwise all work will be coded to meet web standards as defined by the W3 at http://www.w3.org, this will increase the likelihood of the project functioning and displaying properly in future web browsers. However ChristopherBolt.Com cannot be held liable if the project ceases to function or display correctly in a future browser. Any remedial work required as a result of this situation will be charged at ChristopherBolt.Com's standard hourly rate.

Where possible the project will be made to function correctly in the current version and the one prior version of each major web browser: Edge, Chrome, Firefox & Safari. At the time of writing this was:

• Edge 99 & 100
• Chrome 101 & 102
• Firefox 100 & 101
• Safari 14 & 15

We will develop for older browsers upon request, however this will incur additional cost.

Database and server-side scripting compatibility

If the project includes a database and or server-side scripting such as ASP or PHP then these components will be designed to work with the database and server-side scripting technology installed on the web host's server. If the client moves the project to another server or if the current hosting provider upgrades or alters their database or server-side scripting services then ChristopherBolt.Com cannot guarantee that the project will continue to function. Any remedial work required as a result of such action will be charged at ChristopherBolt.Com's standard hourly rate.

Making modifications to the completed project after it has been delivered

It is permitted for the client or a third party to make modifications to the completed project's content and or source code providing that those changes do not breach copyright laws or licenses associated with the code. Any repairs required as a result of such modifications will be charged at ChristopherBolt.Com's standard hourly rate.

If the client requires ChristopherBolt.Com to make modifications or perform maintenance work on the completed project these modifications will be charged at ChristopherBolt.Com's standard hourly rate.

Ownership of original artwork and source code

Until full payment has been made, ChristopherBolt.Com retains full ownership of all original artwork and original source code produced by ChristopherBolt.Com for the project, whether preliminary or final. Upon full payment, the client shall obtain ownership (including of all intellectual property rights, including copyright) of the final original artwork and final original source code produced by ChristopherBolt.Com to use, copy, modify and distribute as you see fit.

The project may contain portions of copyright code or graphics used under license, and/or re-usable code elements to which ChristopherBolt.Com or a third party has copyright ownership. Ownership of such elements cannot be passed to the client. If the client intends to distribute copies of the project elements and/or the entire project to third parties it is their responsibility to ensure that in doing so they are not breaching any license agreements or copyright laws. It is the clients responsibility to inform ChristopherBolt.Com of their intended use for the project prior to the start so that ChristopherBolt.Com can ensure that any licensed elements used will comply with the clients intentions.

ChristopherBolt.Com retains the right to use the completed project and any preliminary work for the purpose of design or programming competitions, future publications on design or programming, educational purposes, marketing materials, and

portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

Third party shipping
In the event any material necessary for the production of the project must be shipped to a third party for additional processing, photographic work, design or coding, ChristopherBolt.Com will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

Cost estimates
All projects are charged at an hourly rate. ChristopherBolt.Com will endeavour to keep the project from going over the hours estimated. If a project does run over the estimated time ChristopherBolt.Com reserves the right to charge for the extra hours worked. If this situation arises ChristopherBolt.Com will inform the client and seek their consent before continuing with the project.

Production schedule and delivery of project
Any alteration or deviation from the project specifications involving extra costs will be executed only upon approval with the client.

ChristopherBolt.Com shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond ChristopherBolt.Com's control. If such event(s) occur, it shall entitle ChristopherBolt.Com to extend the completion/delivery date, by the time equivalent to the period of such delay.

Rush fees
If the client requires work to be performed outside of normal business hours, weekends or public holidays then this work will be charged at twice ChristopherBolt.Com's standard hourly rate unless otherwise agreed.

Cancellation
In the event that a project is cancelled, ownership of all copyrights and the original artwork and source code shall be returned and retained by ChristopherBolt.Com, and a fee, charged at ChristopherBolt.Com's standard hourly rate for all work completed shall be paid by the client.

CONTACT
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