

# Terms and Conditions

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## Terms

- The terms **we**, **our** and **us** refer to Corpita Pty Ltd trading as Corpita Pty Ltd.
- The terms **you** or **your** refers to the customer.
- The terms **law** or **laws** refers to the laws of and jurisdiction within the State of Victoria and the Commonwealth of Australia.
- The term **access** refers to services allowing you to access the Internet.
- The term **hosting** refers to a broad range of services allowing users of the Internet to exchange information with you using well defined protocols.
- The term **TIO** refers to the Telecommunications Industry Ombudsman.

## General

- By using or engaging our services you agree to abide by these terms and conditions.
- Where our services are billed to you by invoice, you agree to pay our invoices by the due date on the invoice.
- Where our services are not billed by invoice, you agree to us charging your credit card each month for our services.
- You agree not to use our services for any activity deemed illegal by law.
- These terms and conditions are available on our web site at [Corpita Pty Ltd](#).
- Our hosting and access services are governed by the Australian Broadcasting Services Act. For further information please visit the appropriate page on our web site.

## Ownership

- A customer account may be legally owned by an individual or a company.
- For company accounts:
  - The term **you** and **your** is extended to mean the directors and other legally capable company officers.

- You agree to provide us with the correct company details including name, address and telephone number.
- You agree to provide us with the contact details of one or more individuals responsible for your account.
- You agree that when changing the legal owner of your account, separate letters from the old owner and the new owner are required. These letters must be signed by the individual owner or in the case of a company, a director of the company.
- Where we provide an Internet domain name related service, you or your company must be the legal owner of the domain.
- Where we are not satisfied that you legally represent a company, we may check the appropriate public registries for your details. You agree that we may charge a fee for such a check.

## Services

- We agree to provide services to you in return for a fee.
- Where you have selected a tariff for a periodic service, you may change the selected tariff at the end of a period of service.
- Where we provide labour services, we will charge an hourly rate. Unless otherwise stated the actual time being charged will be measured in multiple of 30 minutes or part thereof. A minimum fee may be applied. For supply of labour outside our own premises, travelling time may be charged.
- You may request and we may provide an estimate for proposed work, but unless otherwise stated in writing, such as estimate is not a fixed price quotation. We may apply a risk margin for fixed price quotations. Fixed price quotations will only be supplied where explicitly requested in writing. For any work requiring an estimate or fixed price quotation, we require written authorization to proceed and a commencement fee of 25% of the estimated or fixed price quotation prior to proceeding with such work. Payment of an invoice with a commencement fee item is deemed to be authorization to proceed.
- You may negotiate prices and/or conditions outside these terms and conditions, but such variations must be provided by us in the form of a contract.
- Unless otherwise stated, our services do not include a service level agreement.

## Prices

- Our prices for services are published on our web site and also on invoices sent to you.
- We reserve the right to change our prices without notice.
- Where you have pre-paid for a period of service, any change in price will not affect you until your next period of service.
- Where our prices have been reduced, we may apply such a reduction to any remaining part of your period of service.

## Payments

- When a payment is made by direct credit (EFT), please notify us of such a payment by fax to +61 3 9411 4499 or email [accounts@corpita.com](mailto:accounts@corpita.com).
- Where a periodic payment by credit card is rejected, the next periodic payment will include any missed period(s).
- Where there have been two consecutive rejections of a periodic payment, the periodic payments will be suspended, and an invoice for the outstanding amount will be sent. An additional handling charge of \$20+GST will be applied to such an invoice.
- Where payment of an invoice is not received by the due date, we may charge a late fee.

- Our current late fee is \$10+GST plus 2% of the overdue amount.
- Where an account continues to be overdue, additional late fees will be charged each month on the whole of the previously invoiced balance.
- If you are having difficulty in paying a bill, please contact us and we may be able to provide an alternative payment arrangement.
- Failure to pay an invoice by the due date may result in the suspension or closure of your account and, where credit was provided, a failure to pay may be reported to a credit reporting agency.
- We reserve the right to charge a surcharge for credit card payments. This applies to payments of more than \$500+GST. Currently, our surcharge is 2% for Mastercard, VISA or American Express.

## Contracts

Where a contract is provided, the following conditions apply:

- The contract needs to be signed by you and us on the same page.
- Two copies of the contract must exist, one copy for you and one for us.
- The contract will be for a specific period of time.

## Privacy

- We record your details in a secure environment.
- We do not pass any of your details to any third party except where compelled by law.
- Where we provide credit, a failure to pay may be reported to a credit reporting agency.
- As we provide telephone support, we may need to access your details in order to provide that support.
- You may nominate a question and answer to act as a control on access to your details for telephone support. Typical questions include *date of birth* or *mothers maiden name*.
- Where you have not provided a question and answer to control access, a customer code or invoice number may be used to control access for telephone support, but we may refuse to access your details if we are not satisfied that the caller is in fact you.

## Contact

- You agree to provide us with your name, address and telephone details so we can contact you when necessary.
- We cannot accept a Post Office box or other valid non street address as your primary address. However, we can accept such an address for mailing purposes.
- You agree to notify us when you change any of your contact details.
- We may send you mail, such as an invoice, which requires a response and/or payment.
- If you have not responded or made the payment by the due date, we will attempt to contact you a second or subsequent time. This second or subsequent contact attempt may be made by telephone. Alternatively we may send a copy of the original mail or a reminder or statement by email or mail.
- Failure to respond to our second or subsequent contact attempt, may result in the suspension or closure of your account and, where credit was provided, a failure to pay may be reported to a credit reporting agency.
- You may notify us of changes or cancellations by telephone, email or mail. If you do not receive an acknowledgement to an email within 2 working days, or mail within 7 working days, you should contact us by telephone to check that we received your email or mail.
- You agree that any request to us to reduce or cancel services is not valid until you have

received an acknowledgment sent by us.

## **Restrictions**

- We do not provide an email hosting service without the corresponding domain hosting service.

## **Cancellations**

- You must notify us of a reduction in or cancellation of services at least seven (7) days before the end of your current billing period.
- You agree that this requirement applies regardless of when we send you an invoice for any subsequent billing period.
- When you cancel a service, we agree to continue to provide the service until the end of the current billing period. The end of the current billing period will be brought forward if a refund is applied. We will terminate the service shortly after the end of the current billing period.
- You may request the early termination of the service prior to the end of the current billing period.
- We do not apply any fee to the cancellation or early termination of a service.

## **Reactivations**

- You may wish to reactivate a service which has been cancelled or terminated early.
- We may charge you a fee for this even if the end of the current billing period for the service has not yet passed.
- If you request the reactivation of a service within fourteen (14) days of the end of the current billing period, we may charge you for the next billing period.
- We might not reactivate the service until we receive full payment of any outstanding amounts including any reactivation fees.

## **Refunds**

- Where an annual access or hosting service is cancelled within the first three months, a fifty percent (50%) refund will apply. After the three months have expired, no refund will apply.
- We do not provide a refund when you cancel a quarterly or monthly access or hosting service.
- We do not provide a refund for any other services.
- Where a package of services is provided, any refund only applies to the access or hosting components. These are calculated as the package price less the sum of our current, separate, non access or hosting components.

## **Disputes**

- We are a registered Internet services provider with the TIO and as such our dispute procedures are based on TIO guidelines.
- In the first instance, if you have a dispute with us, you agree to contact us to explain the nature of the dispute.
- If a dispute cannot be resolved by direct contact with us, you may contact the TIO and follow their dispute resolution services.
- For disputes relating to pre-paid services, you must contact us within three months of our

- invoice being sent or your automatic payment being made.
- For disputes relating to time and materials services, you must contact us within fourteen days of our invoice being sent.
  - In all cases any refund or reduction is limited to the price of the service provided.

## Billing

- We do not normally provide invoices or statements for services where periodic payments by credit card are made.
- We may apply an additional handling charge of \$20+GST to issue of an invoice or statement for services where we do not normally provide such documents.
- We will send you invoices for services not covered by periodic payments by credit card.
- You agree to pay our invoices by the due date.
- Some of the services on these invoices, including access and hosting services, cover a specific billing period.
- Most of our services with an associated billing period are recurrent in nature. We will continue to charge you for these services until you cancel the service. See [Cancellations](#) for more details.
- We will send you an invoice for the subsequent billing period shortly before or after the end of the current billing period.
- We may charge excess usage fees for some services. We will calculate and charge such fees after the end of the billing period to which they apply. Where you make periodic payments by credit card, we will charge your credit card for excess usage charges within twenty eight (28) days of the end of the applicable billing period. For services where we send you invoices, we will bill you within twelve (12) months of the end of the applicable billing period.
- You agree that regardless of when we send you our invoice for our services, you are liable to pay for that service.
- For some services, such as domain name renewals, we will not provide the service until payment has been received.
- Where we do not provide a service until payment has been received, we will send your invoice at least twenty eight (28) days before the end of the current billing period for that service.
- We may apply a discount to services on your invoice. This discount only applies if payment is received by the due date. Payment after the due date will need to be for the full amount of the invoice without any discounts applied.