



Post: Colocity Pty Ltd,
PO Box 7324, Hutt Street,
Adelaide, SA, 5000

Email: sales@colocity.com

Fax: 08 8227-0315

Terms of Service

This is the Colocity **Terms of Service**, and forms the Agreement for all Services provided by Colocity, which may include, but not limited to: Co-location of equipment, Server rental, Domain hosting, Server Monitoring, and Server maintenance.

Colocity is an Australian registered company, ABN: 28 680 186 813, located at 249 Pulteney Street, Adelaide, South Australia, 5000. Any queries regarding our supply of Services should be made to sales@colocity.com. We reserve the right to revise these Terms of Service, and/or Policies at any time. Notification of all changes will be displayed publicly on our website.

1. Application

An application for Service to be provided by Colocity is made either directly or through our website. Once submitted the application will be reviewed, and is subject to available equipment to provide the service.

Should available hardware not be available within 48 hours of the application being submitted, we will contact you and provide an estimated delivery date. If this date not suitable for you, then a full refund will be provided of any prepaid funds.

Once the Service is operational, you will be notified via the email address provided by you during the application. The date of this email will form the Service Commencement Date. The service will then be supplied for the term as specified in the application.

2. Our Obligations to you

We undertake that:

- we will use our best endeavors to provide you with the Service you have requested, in accordance with this agreement;
- we will make all reasonable efforts to ensure continuity of the Services, but we make no guarantee that the Services will be either uninterrupted or completely error-free except as defined by the Colocity SLA;
- in the case of co-location, we will provide an environment which is well maintained, provides adequate cooling, and is as secure as is reasonably possible;

3. Your Obligations to us

You acknowledge and agree that:

- you must provide us with accurate and truthful information in your Application;
- you will not interfere with the normal operation of the Services or any equipment used in the provision of the Services;
- you are responsible for backup of all information associated with your usage of the Service;
- you must comply with the terms and conditions of the Software license(s) which apply for the use of any Software;
- you must not assign, sell or otherwise dispose of your rights and obligations under this Agreement without our consent;
- you will arrange insurance for any equipment which remains your property and is located in our Datacentre.



4. **Charges and Billing**

- You are liable for the fees applicable to any Services you acquire from Colocity, as specified in each Application and/or each applicable Service Schedule for the term of the Application.
- All Charges, other than excess usage Charges, are payable in advance and must be paid prior to the supply of the Service and prior to each Anniversary Date.
- A regular invoice/statement will be delivered via electronic mail before each Anniversary Date. An invoice presented by us shall be deemed to be a correct statement of all Charges contained in that invoice. If you wish to query any item you have been charged for, we request you do so within 7 days of our invoice.
- All accounts must be paid within 7 days of invoice. Any account that is outstanding beyond 7 days is in default, and an overdue notice will be issued. If payments are not received by the date specified on the overdue notice, we will without notice be entitled to suspend your access to the Services until all outstanding monies are paid in full. We may charge you an additional fee for any subsequent re-connection to the Services.
- We may suspend the Service for any breach of the Acceptable Use Policy in respect of any Services you acquire from us.