

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: BUSINESS WEB SOLUTIONS

PART A – PRODUCT OVERVIEW

One New Zealand provides Business Web Solutions, powered by Hostopia through Business Marketplace.

Business Web Solutions include, but are not limited to:

Website hosting: Website hosting, and a drag-and-drop website builder. Customers can also add on secure socket layer protection with our SSL certificates.

Ecommerce: Allows customers to sell products on their website. Includes, payment options, such as PayPal.

Business Class Email: Allows customers to create a professional email address at your domain, @yourcompany. Offers features such as: free/busy personal and public calendars, email and social post composition to Facebook, Twitter and LinkedIn; multi-inbox support and more.

Domain registration: To use One New Zealand's Business Web Services. You will need to have a registered domain. Our business web solutions allow you to purchase, select, update, and direct all your domains.

PART B – TERMS & CONDITIONS

1. THIRD PARTY INFORMATION AND LINKS TO OTHER WEBSITES

The Site and/or the Products or Services may contain products, services, content, information and links to and from third party providers (such as advertisers and affiliates) and their websites ("Third Party Information"). You may be subject to additional and/or different terms, conditions, and privacy policies when using or accessing Third Party Information. One New Zealand is not responsible for, disclaims all liability for and makes no representations or warranties for Third Party Information. Although we do not have an obligation to do so, we reserve the right to pre-screen Third Party Information.

2. TERMS APPLICABLE TO DIGITAL CONTENT

Some of our Products may contain, and some of our Services may provide you with, images, photographs, templates, animations, video, audio, music, text, supplemental software, "applets," and "online" or electronic documentation (together called the "Digital Content"). You may use, modify and publish the Digital Content in accordance with these terms. The copyright and all other intellectual property rights to the Digital Content shall remain with us or our licensors and you acknowledge that Digital Content may be used by other One New Zealand customers. If we notify you that certain components of the Digital Content may no longer be used (for whatever reason), then such components cannot be used as part of a website design or template layout, nor can they be used in any other larger work. If you receive such notification, you agree to cease using and destroy all copies of those components of the

Digital Content identified by us in your possession or control.

Permitted Uses:

- During the Term, you may incorporate Digital Content into your own original work and publish your work in a website provided that the Digital Content is not able to be downloaded or saved by others.

Unauthorized Uses. You may not:

- Use the Digital Content in web page design where the Digital Content is in a format designed or intended for storage or re-use by others;
- Use or permit the use of the Digital Content or any part thereof as a trademark or service mark, or claim any proprietary rights of any sort in the Digital Content or any part thereof;
- Use the Digital Content with images of identifiable individuals, products or entities in a manner that suggests their association with or endorsement of any Product or Service;

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- Create scandalous, obscene, defamatory or immoral works using the Digital Content, nor use the Digital Content for any other purpose which is prohibited by law;
- Translate, reverse engineer, decompile, or disassemble the Digital Content or any Services;
- Rent, lease, assign, transfer or redistribute the Digital Content or a copy thereof, to another person or legal entity; or
- Use the Digital Content in a manner that violates this Agreement.

3. NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS SITE

You are granted permission to use documents provided on the Site such as white papers, data sheets and FAQs ("Documents") provided that the content contained therein including any copyright notice is not altered or removed. Use of such Documents is for informational and non-commercial or personal use only and shall not be copied or posted on any network computer or broadcast in any media.

4. MATERIALS PROVIDED BY YOU

In connection with your use of the Site and the purchase of Products or Services made available through the Site, you may provide us with text, images, photographs, graphics, sound, video and other information for inclusion ("User Content"). You may also have the ability to view, post, publish, share, store or manage User Content via the Site or the Products or Services. All such comments and postings are public, not private, communications.

Although we are not obligated to pre-screen User Content, we reserve the right to do so or to refuse or remove any of User Content that, in our sole discretion, violates these TOU, our Acceptable Use Policy or is otherwise objectionable in our sole discretion.

You agree to back-up all of your User Content so that you can access and use it when needed. One New Zealand does not warrant that it backs-up User Content, and you agree to accept as a risk the loss of any and all of your User Content. You agree to indemnify and hold One New Zealand and its subsidiaries and affiliates and its and their officers, directors, employees, partners and agents, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of our use of User Content.

5. OTHER

Consumption of the services outlined in this service description are subject to One New Zealand's [Business terms and conditions](#) , [fair use policy](#) and [Privacy Policy](#).