

# Email Filtering Service Contract

Nature of Organisation			
Sole Trader <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Company <input type="checkbox"/>	Other <input type="checkbox"/> _____
Trade Name: _____			
Legal Name: _____			
Street Address: _____			
Postal Address: _____			
Telephone: _____	Fax: _____	Mobile: _____	
Accounts Contact: _____	Servicing Contact: _____		
Current Internet Service Provider: _____	Account No: _____		
Registered Email Domain(s): _____			
Number of email accounts: _____	Monthly Charge per user: \$3.60 + GST		
Date Service is to commence: _____	Set-up Charge	\$120.00 + GST	

## Terms and Conditions of Service

### General

The following conditions constitute the terms and conditions of service for the provision of an email filtering service between ComputerCare NZ Limited (hereinafter referred to as ComputerCare) and the client. The email filtering service is intended to prevent email-borne viruses and spam from entering the client email system (hereinafter referred to as the Service).

ComputerCare may vary these conditions at any time and the client will have been deemed to have accepted any changes 30 days from the date they have been advised.

### Authorisation

The client authorises ComputerCare to arrange with the appropriate organisations so that all email directed to the clients email domain(s) is routed initially to the Service. The Service will in turn forward legitimate email on to the client and discard illegitimate email.

### Payment

All clients subscribing to the Service must have an existing credit account facility with ComputerCare. Charges pertaining to the Service will be invoiced on the 1<sup>st</sup> day of each month in advance. Where accounts are not paid, ComputerCare reserves the right to withdraw or withhold the Service at its discretion.

### Charges

ComputerCare reserves the right to reduce its rates for the Service at its discretion, however any increase in rates must be advised at least 30 days in advance during which time the client has the right to cancel the Service at the end of the 30 day period without penalty. Any changes in the number of email accounts being filtered should be advised to ComputerCare within 30 days. ComputerCare retains the right to inspect the client email systems to ensure charges for the correct number of accounts are being made.

### Definition

Spam is defined as unsolicited automated commercial email.

### Our Commitment

ComputerCare will always endeavour to provide a high quality, accurate and reliable Service. If the client identifies any issues that mean this commitment is not being met, they should contact ComputerCare immediately.

If there is any reason why the Service is to be temporarily suspended due to essential maintenance or malfunction, ComputerCare will provide as much notice as possible to the client and reinstatement will be made as soon as possible within the bounds of commercial reality. ComputerCare undertakes that any scheduled maintenance will take place outside of normal business hours.

Implementation of the Service should have no discernable impact on the timeliness of email being received by the Client. The increase in processing time for most mail above what a Client would expect without the Service would generally be less than 5 seconds.

### Client Responsibilities

Except when advised otherwise, the Client is required to provide their own Internet connection, computers, email systems and all other equipment involved in the provision of their email services on their site(s).

The Client must maintain current and reputable antivirus software on all computers within the client network. It is also strongly recommended that an appropriate firewall be in place between the Client network and the Internet.

**Limitations**

The Service is designed and maintained to catch known and detectable spam and viruses. ComputerCare does not guarantee or otherwise represent that all spam email or infected email will be detected.

Occasionally legitimate email may be identified as spam by the filtering process. It is claimed by the manufacturer of the system being employed by ComputerCare that this will occur with as few as one in every one million emails. For this reason ComputerCare cannot guarantee that all email identified as spam will in fact be illegitimate.

The Service is for incoming SMTP email only and does not deal in any way with POP-based email accounts or outgoing email.

ComputerCare bears no responsibility for any email forwarded to the Client should it contain inappropriate, abusive, offensive or illegal content.

**Sub-Contract**

ComputerCare reserves the right to sub-contract all or any part of its obligations under this contract to another party.

**Failover Provisions**

In the event that the Service is unavailable for any reason, to ensure continued email access, the email will bypass ComputerCare and route directly to the client. This will mean that email in these instances would not be filtered. ComputerCare has a 24x7 notification procedure in place to ensure that any outage would be addressed promptly.

**Liability**

ComputerCare employees, contractors or agents will not be liable in contract, tort (including negligence) or otherwise to compensate you or any employees or agents thereof for any loss, injury or damage arising directly or indirectly from any omission, error default or delay by ComputerCare employees, contractors or agents or for any failure of the Service provided except where such loss, injury or damage is the direct or indirect result of an intentional act. Such loss (whether direct or indirect) includes loss of profits, revenue, actual or potential business opportunities, contracts or anticipated savings or profits or any indirect or consequential loss whatsoever notwithstanding that ComputerCare employees, contractors or agents have been advised of the likelihood of such losses.

**Privacy**

ComputerCare will handle clients' personal information in accordance with relevant laws. Only blocked email processed through the Service will be viewable at any time. The system administrator will have access to these blocked emails for the purposes of ensuring the filtering rules are tuned correctly. The nature of the process dictates that clean emails are only viewable once they have been passed through to the client. Clean emails are not stored on ComputerCare systems once they have passed through the Service. Blocked emails are only stored for 24 hours before being permanently deleted.

**Cancellation**

ComputerCare reserves the right to cancel this contract at any time. The client has the right to cancel the contract with 30 days notice. Please note that it will generally take up to 3 days for a change in domain name routing to be registered.

**Declaration**

*I certify that the above information is true and correct and that I am authorised to sign this Contract. I have read and understand the Terms and Conditions of Service above and I agree to by these conditions and confirm that I am authorised to make this declaration.*

Signed: \_\_\_\_\_  
Proprietor/Partner/Director/Authorised Signatory (please circle one)

Date: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

