



Terms Of Service

Terminology

Terms used throughout these and other legal policies set forth by VpsCity may also be known as, but not limited to, "We", "Us", "Our", "VpsCity". The Account holder may also be herein known as, but not limited to, "You", "Your", "Client" and "Site Owner".

Supporting Policies

This "Terms of Service" (TOS) is supported by additional policies and agreements. Acceptance of this Terms of Service further signifies your acceptance of all other policies and supporting documents. These policies are, but not limited to:

1. [Acceptable Use Policy \(AUP\)](#)
2. [Privacy Policy \(PP\)](#)
3. [Service Level Agreement \(SLA\)](#)
4. [Service Provider License Agreement \(SPLA\)](#)
5. [Fair Use Policy \(FUP\)](#)
6. [Refund Policy \(RP\)](#)
7. [Mail Policy \(MP\)](#)
8. [Digital Millennium Copyright Act \(DMCA\)](#)
9. [Defamatory or Libellous Content Policy \(DLC\)](#)

Any client using the services of VpsCity has by the action of acceptance agreed to all terms and policies set forth.

Modification

VpsCity reserves the right to add, delete or modify any provision of this policy at any time without notice. You agree to be bound by any changes VpsCity may reasonably make to this agreement when such changes are made. If you have purchased services or software from VpsCity, the term of this agreement shall continue in full force and effect as long as you take advantage of and use the software or services that we provide.

New Accounts

All new web VPS servers are set up instantly on receipt of payment. You will receive two (2) emails including login details after your purchase. Due to unforeseen complications with various mail servers and any connection problems between your ISP and VpsCity, this process may sometimes be delayed.

Domain Names

In order for your domain name to point to the VpsCity server your new account is located on, you must change your DNS (Domain Name Servers) at your registrar. These DNS servers are located in your product welcome email and they are defined in a pair.

Please be aware that the above process is not known as a domain transfer. A domain transfer is if you want to physically transfer your domain to VpsCity and away from your original registrar. You must have or create an account at VpsCity and initiate a transfer.

VpsCity will take necessary steps to register domain names on behalf of the client when requested. However, clients are responsible for renewing their domain names. VpsCity does not take responsibility for failing to renew domain names. If your domain name was registered via our company, you must check and take appropriate actions to renew a domain that is about to expire. We do not handle renewals unless specifically asked for by sending a ticket to our helpdesk. If you have any questions at all about DNS changes or domain names in general, please open a ticket at our helpdesk by clicking [here](#).

7 Day Guarantee Statement (New Accounts)

If for any reason you are unhappy with the services you receive from VpsCity during the first 7 days of service, you may request in writing via email or by our cancellation form (as mentioned below) that your services be discontinued at which time you will receive a full refund. You must also state a detailed reason as to why you are cancelling (as we request for any cancellation, no matter the time frame). We are the sole arbiter as to if your reason is a valid reason and if all possible steps were taken on your side and on ours to correct the situation causing the interest to cancel.

Content

VpsCity believes in freedom of speech; however, any content (written, visual, or implied) in the following areas will not be tolerated and is grounds for immediate suspension of service (in most cases customer will be allowed a zip file of their account): racism or prejudice due to colour, creed, or belief; any violent/malicious/obscene content written, visual or implied. We will not tolerate any type of hate site including terrorist related websites on our network. If we receive notice that there is such a hate site hosted within our network, the customer hosting the material will be notified immediately. They are required to remove the content within a certain time frame or will face account suspension and/or termination.

We prefer that you self-govern your content and remain responsible and all-knowing of what your website publicly provides. Even if other users have access to your account, you are responsible for their actions. The resources and time needed to govern our servers by checking each website individually, which has growing and evolving content, is impossible. However, if VpsCity is made aware of any questionable content on a VpsCity-hosted site, we will address the concerns immediately and directly with you to seek an amicable resolution. If any person contacts us about the content they have found on a VpsCity server that copyrights their own material or that they wish to be removed, we require a proper DMCA notice to begin an investigation.

Liabilities

VpsCity, makes no endorsement, claims, or promises regarding the services offered by our customers and will not be held liable for any disputes or claims against said customers. In no event shall VpsCity be liable for any direct, indirect, incidental, consequential, special and exemplary damages, or any damages whatsoever, arising from the use or performance of a customer's website or from any information, services or products provided on a customer's website. If there is questionable content on any server in our network, we will not take any action against any material or action until the website is brought to our attention by contacting our abuse department. You may visit our helpdesk in the Client Area.

Payments and Agreement to Pay

As consideration for the software or services purchased by you and provided to you by VpsCity, you agree to pay VpsCity at the time you order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if your services are suspended, terminated, or transferred prior to the end of the services term. VpsCity expressly reserves the right to modify pricing through email notification and/or notice on its website. Shared hosting, reseller hosting, dedicated servers and colocation services are all billed on an automatic basis. If you signed up for a monthly payment plan, your monthly billing date will be determined based on the day of the month you purchased the services. If you signed up for an annual (or longer payment plan), VpsCity will automatically renew your services when they come up for renewal at VpsCity's then current rates.

You agree that you are liable for all services that have been rendered on your behalf until a termination of service has been officially received by the account holder for services.

Any agreement, verbal or written held with VpsCity supercedes these terms and conditions.

Billing/Late Payments

All invoices are due on the anniversary date of the month for each service and will be generated 14 days prior to the due date unless otherwise specified on your invoice.

If at any time, your payments become past due, you will receive a notification via email (to the most recently updated email address on file) with instructions on rectifying the situation. Please note that VpsCity holds the right to deny access to and/or de-activate accounts hosted on our servers of which have unpaid past due balances.

Accounts are at risk for suspension of service if payment is not received on the day following the DUE DATE of any invoice, but typically we wait 2 days after the due date. Suspensions will run between 1.00 a.m. and 5.00 a.m. two days after a payment is deemed to be late. We run suspensions on any date or any holiday and over weekends, as our systems are automated. Our Technical Support Department is available to assist you 24 hours a day. No grace period is given for weekends or holidays. Late fees will be enforced on accounts not paid and past due 5 days. A late fee equal to 10% of the current invoice will be added to the late invoice and will have to be paid as well as the original amount due to bring an account to active status back from a suspended status.

If an account holder submits a bank assisted dispute for services rendered, their hosting account will be de-activated within 48 hours if the payment issue has not been recovered. A 10% chargeback fee will be added to the amount disputed by the customer.

We only accept bank transfer, credit cards, or PayPal for payment of services. Yearly plans renew automatically. In the event that payment is not received by the DUE DATE and we are unable to contact you, then the aforementioned fees to enable your account shall apply. Monthly instalments will incur for the entire duration services are rendered and you remain subscribed to until you submit the proper cancellation of the account.

Any debt not paid 60 days after the due date will be forwarded to an outside collections agency for proper collection, the costs being for your account.

PLEASE ADDRESS ANY QUESTIONS REGARDING PAYMENTS TO OUR ACCOUNTING DEPARTMENT BY OPENING A TICKET AT OUR HELPDESK.

Broadband (aDSL2, vDSL2 and UFB)

All Broadband services signed up with VpsCity carry a contract term of 12 (twelve) months from date of installation and will be automatically renewed for a further 12 months should we not receive notification of cancellation 30 days prior to your anniversary date. A Minimum Cancellation Fee of \$214.50 applies for early termination.

Overage Charges

Our service plans are designed to accommodate the majority of usage scenarios given the needs of our customers. However, your usage may vary and require additional allocations, specifically in the areas of storage and traffic. We will never charge your card automatically if your account requires more resources. You must keep your email address updated in the Client Area, so that you may receive an email when your account reaches certain limits determined solely by our system, i.e. bandwidth excitement warning at 80% at which time you may contact us to purchase a higher transfer quota for your account. If you do not contact us, the system will suspend your server if your allotments exceed.

.NZ Domains

1. The Registrar's Obligations

We agree that we will:

1.1 comply with all .nz policies and accurately represent these to you;

1.2 disclose accurately and completely all our terms and conditions associated with your use of our services to register and maintain a domain name sought to be used by you, including price and billing information;

1.3 comply with your lawful directions in a diligent and timely manner regarding your .nz domain name, (for example, registration, cancellation, amendment, deletion, and associated technical support and billing);

1.4 process any new .nz domain name registrations with the registry within 1 hour from the time we receive all the information required to complete a registration if it is within our advertised business hours of 9:00 am - 5:00 pm [Monday-Friday], and otherwise within 24 hours;

1.5 notify you of the registration of your domain name(s), including the details of: the domain name, your own contact details, our contact details, the registration period, the unique authentication ID for your domain name and your obligations as a registrant;

1.6 arrange for correction of any error in the information in the register about any domain name registered to you when requested;

1.7 provide to you, or to someone we reasonably believe to be acting on your behalf, the unique authentication ID for your domain name when requested and for no charge;

1.8 use your personal information only as authorised by you;

1.9 take all reasonable steps to safeguard and protect all information about you stored in our databases and system(s);

1.10 comply with any order of any authority having jurisdiction regarding any domain name registered to you;

1.11 use our best endeavours to deal with any complaints you may have about the services we provide for you.

2. The Registrant's Obligations

You agree that you will:

2.1 comply with the .nz policies. You agree that you have read and understood the current policies;

2.2 make sure all information you give us is accurate and complete, keep us informed of changes to any information you give us, and that you have the authority to enter into this agreement;

2.3 keep the unique authentication ID for your domain name and any other security information that we give to you confidential, safe and secure;

2.4 satisfy yourself that your use of a domain name will not infringe anybody's intellectual property rights and protect us, and everybody we are in any business relationship with to provide services to you, from any such claim;

2.5 ensure that you only use our services for a lawful purpose;

2.6 ensure that the use of any domain name registered to you does not interfere with other users of the Internet;

2.7 ensure that any order of any authority having jurisdiction regarding any domain name registered to you is complied with;

2.8 protect us, and everybody we have a business relationship with, against any legal action taken against us because of the receipt or use of our services by you or someone you are responsible for, including reliance by us or anybody we have a business relationship with, on information supplied by you.

Duties of Other Persons

2.9 You agree to make sure everyone you are responsible for or who uses a domain name registered to you also meets the above duties.

3. Registration of a Domain Name

When a domain name in the .nz domain name space is registered to you, or in your name as directed by you, then you agree:

3.1 that the following information becomes available to any member of the public:

- your name,
- your own contact details and
- the domain name, its commencement and expiry dates and addresses/details of the name servers for it, and our name.

3.2 the domain name is registered in your name only because no other person has it according to the records of the register; and

3.3 neither we nor anybody else is representing anything else to anybody regarding that domain name. The entry of a domain name in the "who is" database shall not be taken as evidence of anything other than such registration; and

3.4 that you protect us and everybody we have a business relationship with to provide services to you, from any claim arising out of the domain name being registered in your name or as you direct.

4. Register is the Record

For all purposes the details shown in the register shall be treated as correct and the authoritative record.

5. Payment of Fees

5.1 You agree to pay for the services we provide for you.

5.2 If you transfer a domain name registered to you to another registrant or to be managed by another registrar, all charges owing to us shall become immediately due and payable on the date of that transfer.

5.3 We may alter our fees from time to time. When we alter them we will send you notice of the alteration 30 days before the new fee takes effect.

5.4 Our usual fees are for [specify what the registrant normally pays the registrar for]. We may also charge for [specify type of additional services that registrar may provide] provided by us. We will tell you before any additional charge is incurred.

5.5 Our prices are stated in [New Zealand] dollars and exclude GST [applicable local tax].

6. Suspension And Refusal To Supply Services

If you do not pay our charges for a domain name registered to you we may:

- cancel registration of that domain name; or
- refuse to provide a service you request.

7. Cancellation of a Domain Name

If we are going to cancel the registration of a domain name registered to you as a result of you not paying our charges relating to that registration, we will give you fourteen days notice before we initiate action to cancel that domain name.

8. Exclusion of Liability

We exclude all liability we may have to you for any claim except where we have acted in bad faith. This exclusion also applies for the benefit of :

8.1 InternetNZ, the registry and any other entity we are in any business relationship with;

8.2 every officer, employee, contractor, agent of us or any entity in clause 8.1;

8.3 anyone else we get to perform our duties under any agreement you have with us.

None of the persons specified above is liable or has to pay you for anything else in connection with or resulting from anything any of us does or does not do, or delays in doing, whether or not it is contemplated or authorised by any agreement you have with us.

This exclusion applies whatever you are claiming for and in whatever way liability might arise.

This exclusion does not prevent you getting a court order requiring us to do anything we have agreed to do for you and does not limit any rights you may have under the Consumer Guarantees Act 1993.

9. Limitation of our Liability

We have excluded all other liability we or any of the persons specified in clause 8 may have to you. If any of those persons is ever liable to you and, for any reason, cannot rely on the exclusion of liability set out in clause 8 then this clause applies.

Where this clause applies, the maximum combined amount the persons specified above (together) will have to pay you and anyone else who uses the services we provide for you (together) is the amount of the last month's fee paid by you under this agreement.

10. Law and Jurisdiction Applying to this Agreement

Unless we otherwise agree in writing, this agreement contains all the terms of our relationship and continues to apply no matter where you are located at the time any of the services are provided or where you reside. This will be the case until this agreement is cancelled except to the extent clause 14 says otherwise.

To the extent legally permitted:

10.1 all our services are provided under New Zealand law;

10.2 any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied to you;

10.3 except as otherwise stated, you may take action against us only in a New Zealand court;

10.4 where you or any registrant for whom you act supplies incorrect information regarding a domain name and we incur cost in any matter concerning that name then we may recover the costs incurred by us from you.

11. Cancelling the Agreement

11.1 We may cancel or suspend this agreement by giving you one months notice if you do not meet your duties to us.

11.2 We may end the agreement for any other reason by giving you one month's notice.

12. More Than One Person

You are responsible for everybody who you permit to act for you as a registrant. We will take reasonable care to satisfy ourself that you have permitted those persons to act for you.

13. Each Clause Separately Binding

Each clause of the agreement you have with us is separately binding.

If for any reason we, you, or any of the persons specified in clause 8 cannot rely on any clause, all other clauses of it are binding.

14. Rights and Responsibilities that Continue

The cancelling of any agreement you have with us does not affect any rights and responsibilities, which are intended to continue or come into force afterwards. These include the rights and duties under 2, 4 - 10, 12 - 13, and this clause 14.

Refunds/Account Termination (Other Services)

No refunds will be issued if abuse of our stated policies forces VpsCity to suspend or terminate your services prematurely. In the event you request a service cancellation, it will be suspended from use on the requested cancellation date. Cancellations of accounts pre-paid for on a month to month payment basis will not receive a refund for the remainder of the monthly billing period. Cancellations of accounts pre-paid on non-monthly accounts or on a yearly basis will only receive a pro-rated refund based on the regular monthly rate of the same hosting plan. All add-on services, IP Addresses, SSL certificates and Domain payments are non-refundable. If for any other reason your account becomes suspended and remains suspended it will be deleted after a 30-day period.

Cancellations

If you wish to cancel your services, you must complete a cancellation form thirty (30) days prior to your renewal date. If your notice of cancellation is not received within this time frame, you will be liable for payment of the proceeding month and hereby agree to complete payment as invoiced accordingly. The cancellation form is located in our CLIENT AREA under the account you wish to cancel.

VpsCity reserves the right to retain any client equipment in lieu of outstanding payments on cancellation of services or in the case that said equipment is requested to be removed from our data centres or premises. VpsCity also reserves the right to call on any outstanding funds immediately on cancellation of services.

If you cancel your account and your payments still continue to recur for any reason such as:

1. By fault of VpsCity staff.
2. By fault of the credit card processor.
3. By fault of any other payment collection company.

We are to be held free of liability for any overdraft fees that are issued by your financial institution.

Acceptance of Terms and Conditions

I have read, understood and fully comprehend these terms and conditions and their full nature, extent and effect.

If I sign or purport to complete this contract on behalf of any corporate body I accept personal responsibility for and guarantee the due performance of the body of this contract and indemnify VpsCity accordingly.

I understand that typing in my First, Last name and Email address and clicking the check box during the signup process on VpsCity's website, I am making an electronic signature with the same nature, extent and effect of a written signature.

All sale items including Black Friday and Cyber Monday do not qualify for replacment of existing services nor will discount codes apply.