Terms and Conditions

Definitions

- "Billing Dispute" means a dispute relating to a Charge and/or an invoice issued by Hosted Network.
- "Business Day" means a day on which banks (as defined in the Banking Act 1959 (Cth)) are open for general banking business in New South Wales, excluding
  Saturdays and Sundays.
- "Client" means the person or entity who ordered our services.
- "Co-located" means the running of a client's equipment in the facilities of Hosted Network.
- "Commencement Date" refers to the date you accept these terms and conditions either by signing of the service agreement or proposal / quote.
- "Confidential Information" means the terms of this agreement and any information:
  - relating to the business and affairs of that party;
  - relating to the customers, clients, employees, sub contractors or other persons doing
  - business with that party;
  - which is by its nature confidential;
  - which is designated as confidential by that party; or
  - which the other party knows or ought to know, is confidential, and includes all trade secrets, know how, financial information and other commercially available information of that party.
- "Corporations Act" means Corporation Act 2001 (Cth).

- "Client Material" means any material provided by or to which access is given by the Client to Hosted Network for the purposes of this agreement including documents, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, trademarks, logos, schedules and data stored by any means
- "Fees" means the fees specified on the Website, Pricebook, as well as those agreed upon in this Service Agreement or otherwise in writing.
- "Force Majeure Event" means any occurrence or omission outside a party's control and includes:
    - a physical natural disaster including fire, flood, lightning or earthquake;
    - war or other state of armed hostilities (whether war is declared or not),

      insurrection, riot, civil commotion, act of public enemies, national emergency (whether in fact or in law) or declaration of martial law;
    - epidemic or quarantine restriction;
    - ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel;
    - confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency;
    - law taking effect after the date of this agreement; and
    - strike, lock-out, stoppage, labour dispute or shortage including industrial disputes that are specific to a party or the party's subcontractors.
- "Gigabyte" or "GB" means 1073741824 eight-bit bytes.
- "Initial Period" means the period from the Commencement Date until the date which is one calendar month after the Commencement Date.
- in the context of a person means:
- "Insolvency Event" in the context of a person means:
    - a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the person;
    - the person or the person's property or undertaking becomes subject to a personal insolvency arrangement under part X Bankruptcy Act 1966 (Cth) or a debt agreement under part IX Bankruptcy Act 1966 (Cth);
    - the person is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act;
    - the person ceases to carry on business; or
    - an application or order is made for the liquidation of the person or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the person, otherwise than for the purpose of an amalgamation or reconstruction.
- "Interest" means interest on any payment owing under this agreement calculated:
    - at the rate which is 2% in excess of the published Australia and New Zealand Banking Group Limited variable interest rate for personal loans or, if lower, the maximum rate permitted by applicable law; and
    - daily from the date on which such payment was due to the date on which the payment is made (both inclusive) including the relevant Interest.

- "Hosted Network" means Hosted Network Pty Ltd of New South Wales Australia
- "Hosted Network Material" means any material provided by or to which access is given by Hosted Network to the Customer for the purposes of this agreement including documents, equipment, reports, technical information, studies, plans, charts, drawings, calculations, tables, schedules and data stored by any means.
- “Order for Service” means any signed and completed quote or proposal, or purchase order submitted to Hosted Network requesting the provisioning of Services.
- “Pricebook” means the wholesale pricebook that is available to Hosted Network channel partners and is downloadable from the partner portal (https://www.hostednetwork.com.au/account/)

- "Related Body Corporate" has the meaning given to that term by section 9 Corporations Act.
- "Rollover Period" means each period of one calendar month following the initial period or a Rollover Period.
- "Services" means any product(s) or service(s) the Client has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers, a connection to and from the internet for web, email and FTP functions, Virtual Private Servers and Cloud Infrastructure.
- "Telecommunications Act" means the Telecommunications Act 1997 (Cth).
- "Third Party" means any other party other than the Client and Hosted Network.
- "VPS" refers to Virtual Private Servers, which are provisioned as a fraction of a physical server, through the use of a Hypervisor and outlined on the Website.
- "Website" means the website located at www.hostednetwork.com.au as modified by Hosted Network from time to time.

Acceptance

- The client accepts these Terms and Conditions as well as our Privacy Policy, Acceptable Use Policy and any relevant Service Agreement.
- The client acknowledges and agrees that they will receive email from Hosted Network regarding their service, company updates and any special offers/promotions.

Term

- The client agrees to a month to month contract term for Services unless otherwise stated in the product or service offering or otherwise agreed in writing. The month to month contract for services is automatically renewed each month in perpetuity subject to written cancellation by the client.
- Monthly services are established as part, thereof, signifying the beginning of a new month demotes commitment till the end of that monthly period.

Server Use

- Hosted Network reserves the right to refuse service and/or access to its servers to anyone.
- Hosted Network does not allow any of the following content to be stored or accessed on its servers or within any customer owned equipment connected to our network:
    - Illegal material, including copyrighted works, commercial audio, video, or music files, and any material of any type in violation of any Federal, State or Local law or regulation anywhere in the world.
    - Adult material, including pornography, erotic images, or otherwise lewd or obscene content of any type. What constitutes "adult material" is entirely at the discretion of Hosted Network.
    - Bittorrent.
    - Warez, including pirated software, ROMS, emulators, phreaking, hacking, password cracking. IP spoofing, etc., and encrypting of any of the above. Also includes any sites which provide "links to" or "how to" information about such material.
- You will comply, and will ensure that each of your end users complies, with the Acceptable Use Policy. You confirm that you have read and understood the Acceptable Use Policy prior to signing this Agreement.
- You acknowledge that Hosted Network may at any time amend the Acceptable Use Policy or cancel the Acceptable Use Policy and introduce a replacement Acceptable Use Policy and such amendment, cancellation or replacement shall be binding on you on and from the date that it is published on the Hosted Network website.

Availability of Services

- While Hosted Network will endeavour to provide continuous availability of all Services to the Client, Hosted Network will not be liable for any service interruptions or downtime unless:

  a. The service is covered by a Service Level Agreement (SLA) listed on our website, in which case the terms within that Service Level Agreement will take precedence.
- Scheduled maintenance will be performed at times which is deemed suitable by Hosted Network which has the least noticeable impact on the Client, and should it require the Services to be offline for greater than thirty (30) minutes, Hosted Network will post details of the scheduled maintenance at least fourteen (14) days prior.
- Unscheduled maintenance / Emergency maintenance will be performed as required by Hosted Network and should the Services be offline for greater than thirty (30) minutes Hosted Network will post details of the maintenance and any updates until it has been completed.
- In some cases, Hosted Network will utilise the services of other providers, such as when overseas services are required. Hosted Network has no direct control over all services provided by other providers and hence will not be liable for any service interruptions or downtime. Hosted Network will ensure that any such downtime is communicated to the client.

Charges

- The charges payable by you for the Services are payable in accordance with this clause and as set out as in the relevant Pricebook, Order for Service or as otherwise agreed in writing between the parties from time to time
- Data Charges:
    - Traffic Charges are calculated in accordance with one of the following options (as specified in the Pricebook and/or Order for Service):
        - Flat Rate, where the monthly Traffic Charges are fixed and do not vary in relation to traffic usage; or
        - Usage Based, where the Traffic Charges are calculated at the rates set out in the relevant Order for Service and/pr Pricebook and, in respect of each month during the term of this Agreement, shall be the greater of:
            - the amount specified in the relevant Order(s) for Service or Pricebook as the Minimum Monthly Fee payable; or
            - the total amount calculated at the rate per Gigabyte specified in the relevant Order(s) for Service or Pricebook, for inbound traffic (i.e. traffic sent from the Servers network to Your network); and
            - the total amount calculated at the rate per Gigabyte specified in the relevant Order(s) for Service or Pricebook, for outbound traffic (i.e. traffic sent from the Your network to Hosted Network's network).
    - For the purposes of determining the volume of inbound and outbound traffic, Hosted Network shall determine the volume of traffic calculated by the number of Gigabytes and the calculations of Hosted Network shall be final and binding on the parties.
- Power Charges:
    - In the case where a client has servers Co-located within the facilities of Hosted Network, the client has been allocated a certain amount of power for each
      piece of equipment, as outlined in the Order for Service and/or Pricebook.
    - If the client's equipment exceeds the amount allocated, the client will be asked to purchase additional power capacity to meet the requirements of their
      server. This will be billed at the the current market rate for power.
- Access Charges:
    - Outside of the free monthly visits (if any) as specified in the Service Order, the Client will be charged at the rate outlined in the Service Order for access their equipment. Additional charges may occur for out of standard business hours.

Limitation of Liability

- Hosted Network shall not be liable to the Client for harm caused by or related to Client's Service or inability to utilise the Service unless caused by gross negligence or wilful misconduct.
- Hosted Network shall not be liable to the Client for lost profits, direct or indirect, special or incidental, consequential or punitive, or damages of any kind whether or not they were known or should have been known.
- Notwithstanding anything else in this agreement, the maximum aggregate liability of Hosted Network, any of its employees, agents or affiliates, under any theory of law shall not exceed a payment in excess of the amount paid by the Client for the Service in question for the six months prior to the occurrence of the event(s) giving rise to the claim.

Client General Warranties and Undertakings

- The Client warrants that they will keep any passwords or sensitive information used with the Service in a secure location.
- The Client warrants that they hold and will continue to hold the copyright for data stored on Hosted Network's servers, or that they are licensed and will continue to be licensed to use that data.
- The Client warrants that at the time of entering into this agreement they are not relying on any representation made by Hosted Network which has not been expressly stated in this agreement, or on any descriptions or specifications contained in any other document produced by Hosted Network.
- The Client warrants that all due care has been taken to ensure data integrity on Hosted Network's servers. This includes an undertaking that the Client will conduct computer virus scanning and other tests as necessary to ensure that the data uploaded by the Client onto or downloaded by the Client from the server does not contain any computer virus and will not in any way, corrupt the data or systems of any person.
- The Client agrees that they are solely responsible for dealing with anyone who accesses your data, and that you will not refer complaints or inquiries in relation to such access to Hosted Network.
- The Client agrees to and accepts responsibility for obtaining and maintaining any necessary licenses, permits, or other approvals required for the use of any third-party software or technology utilised in connection with the Infrastructure as a Service (IaaS) purchased from Hosted Network. By placing an order with Hosted Network for IaaS, the Clientagrees to be solely responsible for meeting all such obligations and releases Hosted Network from any liability in this regard.

Hosted Network General Warranties and Undertakings

- Hosted Network accepts liability for the supply of the Service to the Client to the extent provided in this agreement.
- Hosted Network does not warrant that:
    - The Services provided within this agreement will be uninterrupted or error free;
    - The Services will meet your requirements, other than as expressly set out in this agreement;

    - The Services will not be subjected to external hacking attempts, viruses, worms, denial of service attacks, or other persons gaining unauthorised access to the Service or internal Hosted Network systems.
- Hosted Network does not make or give any express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement.
- No oral or written information or advice given by Hosted Network or its resellers, agents, representatives or employees, to the Client, shall create a warranty or in any way increase the scope of the express warranties hereby given, and the Client should not rely on any such information or advice.
- In no event will Hosted Network be liable to the Client for any loss of business,

  contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

Fees and Credit Management

- In relation to fees for Services:
    - Fees for Services ordered by the Client shall begin on the date of the initial order and shall be prorated to include all days until the first day of the next
      month, and the chosen billing cycle in advance. This may be monthly, quarterly, semi-annually, annually or biennially.
    - The first day of the month will serve as the anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits, unless the Services only allows annually or biennially
      billing cycles (eg. domain name registrations, etc).
    - All fees are due within the period specified on the invoice and as outlined in the relevant specific schedule.
- All published prices are exclusive of any government taxes and charges, unless otherwise noted.
- The speed of provisioning new Services is reliant upon the Client having paid any and all outstanding fees in full.
- Failure to pay any fees may result in the account being referred to an external collection agency, which may include interest (calculated daily) and collection costs
- Accounts that are more than three (3) days past the due date will automatically

  attract an overdue fee of $10.00 which will be payable on top of the invoice amount.

Fees for upgrades to Services

- Upgrades ordered by the Client on the billing anniversary date will be billed for a full cycle and will continue each cycle on the first day of the month, unless the Services only allows annually or biennially billing cycles (eg. domain name registrations, etc).
- Upgrades ordered by the Client after the first day of the month will be prorated to the first day of the following month, unless an invoice has already been raised in which case these will be prorated to the next billing cycle of the next month.
- Fees for upgrades will be added to the next invoice generated unless ordered online where they will be invoiced immediately.

- Additional fees may be payable for upgrades where manual work is required by Hosted Network to process the upgrade request. In the event of this occurring this will be quoted to the Client prior to Hosted Network proceeding with the work.

Fees for downgrades to Services

- In relation to fees for downgrades to Services:
    - Downgrades are not available to contracted Services
    - Downgrades will be processed when the request is received by Hosted Network from the Client, unless otherwise specified in the request.
    - A credit will be issued to the Client's account for the difference of any pro-rated pre-paid amount minus the cost of the new plan pro-rated on the chosen cycle.
    - Any fees paid for the setup or establishment of any Services will be automatically deemed as non-refundable.
    - Where fees are charged from upstream providers these will be passed onto the Client and billed as per the standard billing cycle.

Suspension and Termination of Services

- Hosted Network may suspend or terminate Services if:
    - The Client is found to be in breach of these terms and conditions;
    - The Client is found to be in breach of the acceptable use policy;
    - The Client has become insolvent or bankrupt;
    - The Client has outstanding fees that are more than seven (7) days past their invoice due date and written notice has been provided to the Client, advising of the suspension and/or termination, regardless of their credit terms.
- From time to time Hosted Network may be required to suspend or disconnect Services without notice, or deny access to the Service during a technical failure, modification or maintenance.
- If a Client's Service is suspended for excessive resource usage in a shared environment they will be given three (3) formal written opportunities to rectify the issue before permanent suspension is applied.
- Hosted Network may decide at its sole discretion to advise a Client that their service will be terminated by giving thirty (30) days written notice. In this circumstance, Hosted Network will refund any prepaid fees for Services on the account.
- If a Client's account is closed for any reason, the Client must pay all outstanding charges by the due dates.
- Hosted Network is under no obligation to provide the Client with a copy of the data stored on our servers if Client has suspended or terminated access to the service for any breach of these Terms and Conditions. In this circumstance, a copy of the data may be provided to the Client for an additional fee.
- You acknowledge that it is reasonable in all the circumstances that Hosted Network retains a lien over your Assets in the event that this Agreement terminates and, on such termination, any monies remaining owing to Hosted Network under this Agreement. In that event, Hosted Network may retain the Assets until all monies owing have been paid
- All Assets must be collected from us within seven (7) days after the termination of your service to avoid a holding fee of up to the current average rack unit retail price.

Cancellation

- The Client can request cancellation of any Services with us for any reason by submitting a secure cancellation request via the Partner Portal.
- The Client agrees to immediately pay any and all outstanding fees upon cancellation of their Services.
- Hosted Network reserves the right to deny access to services or release data to a customer until the final balance has been paid.

Withdrawal Charges

1. The Customer acknowledges and agrees that if it cancels:
    a. its order for one or more Service(s) in this Order; or
        a. this Order in its entirety
    2. Before Hosted Network has completed provisioning the relevant Service(s) or the Order (as applicable), the Customer will be liable for and must pay Hosted Network an Order Withdrawal Charge.
    3. The Order Withdrawal Charge is a charge that is the sum of:
        a. all costs incurred by Hosted Network in respect of the Service(s) being canceled by the Customer; and
        a. all costs committed to by Hosted Network in respect of the Service(s) being canceled by the Customer
        b. up to and including the date on which the Customer provides Hosted Network written notice (in the manner and form required by Hosted Network) that it is canceling its order for the relevant Service(s) or the Order in its entirety (as applicable); or
    d. withdraws or cancels the order for the relevant Services or the Order in its entirety (as applicable) via the customer portal.

Data Management

- Hosted Network acknowledges and agrees that it must attend to backups during the term of any Services if the Client has requested them on the Order for Service and will use its best endeavours to ensure the integrity and success of any backup.
- Backup storage quota will be limited based on the Order for Service and it is the responsibility of the Client to ensure that there is enough storage quota to allow for a successful backup.

Changes

- Hosted Network may update these terms and conditions at any time. Should any change occur, we will advise the Client by email and note the specific changes which have occurred, and provide thirty (30) days notice before any changes are enforced.

Entire Agreement

- These terms and conditions constitute the entire agreement between Hosted Network and the Client, and it supersedes all prior oral or written agreements, understandings and representations.

Governing Law

- The Client agrees to abide by all local, state and federal laws pursuant to the Services delivered by Hosted Network in Australia.
- The Client agrees that these terms and conditions are governed by the laws of NSW, Australia for Australian customers.

Indemnification

- The account holder agrees that it shall defend, indemnify, save and hold Hosted Network harmless from any and all demands, liabilities, losses, costs and claims, including legal costs (on an indemnity basis or solicitor/client basis, whichever is
  higher) claimed or asserted against Hosted Network, its agents, its account holders, officers and employees, that may arise or result from any service provided or omitted, performed or agreed to be performed or any product sold by account holder, its agents, employees or assigns.
- The account holder agrees to defend, indemnify and hold harmless Hosted Network against liabilities arising out of;
  - any injury to person or property caused by any products sold or otherwise distributed in connection with Hosted Network's servers;
  - any material supplied by the account holder infringing or allegedly infringing on the proprietary rights of a third party;
  - copyright infringement;
  - any defective products sold to account holder from Hosted Network's server and any defamatory or allegedly defamatory material on Hosted Network
    servers.
  - the negligence or intentional acts or omissions of any of You or Your officers, agents, employees or contractors;
  - your use of the Services;
  - any breach of the Acceptable Use Policy;
  - the transmission of or the presence of any illegal, fraudulent or offensive material by You (or any of Your End Users);
  - any breach of this Agreement by You; or
  - any wilful, unlawful or negligent act or omission of You (or any of Your End Users).

Access to Location

- You will use your best endeavours to give Hosted Network as much notice as Hosted Network requires of a request to enter the Location.
- In the case of failure of any Client Equipment requiring urgent repairs necessitating unscheduled access to the Location, You must notify Hosted Network as soon as practicable and make arrangements for access to the Location.
- Hosted Network may charge fees for access to the Location outside of the agreed complimentary monthly visits, as specified in the relevant Specific Schedule.

- You agree to comply with Hosted Network and the security regulations as well as other local site operating policies and procedures as advised by Hosted Network to You from time to time.
- You and Your agents, employees and contractors must not interfere with or modify any equipment at the Location other than the Client Equipment.
- You and Your agents, employees and contractors must not cross-connect any of the Client Equipment with any other equipment at the Location without the prior written consent of Hosted Network (which is subject to Your agreement to pay additional Charges for such cross-connect Services) and the third party owner of such other equipment.
- You will be liable for any damage to other equipment by You, Your agents, employees or contractors.
- Unless You have have been granted full time, unescorted access by Hosted Network, You must be accompanied by an authorised Hosted Network staff member when accessing the Location, and may be denied access to the Location unless accompanied by such authorised Hosted Network staff member.

General Obligations

During the Term You will:

- provide, monitor and maintain your own network and network security on any directly attached or accessing network to the Service including VPN and internet access points;
- adhere to Hosted Network' operational procedures and technical specifications (where applicable) and any other reasonable directions given by Hosted Network in relation to Your obligations under this Agreement from time to time;
- not do, or permit to be done, any act which damages the reputation of Hosted Network;
- provide Hosted Network with all information, assistance and cooperation reasonably requested by Hosted Network in order to enable Hosted Network to meet our obligations under this Agreement including, without limitation, all information,
  assistance or cooperation required in relation to the resolution of any dispute between Hosted Network or any of our Related Bodies Corporate and any supplier or any other third party in relation to the Services;
- ensure that all equipment that You or Your End Users connection to the Hosted Network Network is appropriate, adequately maintained and meets mimum technical standards determined by the Australian Communications Authority;
- ensure that End User Contracts exclude Hosted Network (as Your supplier of the Services) from any liability to End Users;
- not represent expressly or by omission or implication that You are approved by, an agent of, or affiliated with Hosted Network;
- when dealing with End Users, not attribute blame for fault or other problems with the Services to Hosted Network; and
- take out, maintain and not void any insurances specified in the Service Schedule.

Acknowledgements

- You acknowledge that the Hosted Network network is not necessarily a secure and confidential method of communications and You shall transmit data on the Hosted Network network at Your own risk.
- You acknowledge that Hosted Network does not and cannot in any way supervise,

edit or control the nature, content and form of any material available to be accessed through use of the Services and that Hosted Network is not responsible in any way for the nature, content and form of that material, access to that material or use of that material.

- You acknowledge that Hosted Network will not be responsible for ensuring that any material sent or received by means of the Services is sent or received correctly.
- You acknowledge that, to the extent permitted by law, Hosted Network makes no representations or warranties as to the effectiveness or fitness for purpose of any
  access restrictions, Hosted Network' network security or Your network security. You shall make no claim against Hosted Network concerning any access restrictions, Hosted Network' network security or Your network security.
- You agree not to disclose to any other person any identification or log-in information, whether in use or not, nor any other confidential information relating to the Services, other than to Your employees, agents and contractors who require this information to properly perform their function.

Compliance

- Privacy Obligations:
  - You must comply with Your obligations under the Privacy Act.
  - Without limitation, You must ensure that all personal information of End Users is handled in accordance with the Privacy Act.
  - You shall also comply with any reasonable direction of Hosted Network with respect to the collection, use, disclosure, storage and disposal of personal information.
- Compliance:
  - Each party shall comply with all relevant local, State and Commonwealth laws and regulations and any registered industry based codes of practice.
  - Each party shall comply with the provisions of the Telecommunications Act and the Interception Act. In particular, You acknowledge that Hosted Network may be required to disclose information to comply with Part 13 of the Telecommunications Act. In such a case Hosted Network will use our reasonable endeavours to advise You of the information provided to the enforcement agency.
  - Each party must provide the assistance the other party reasonably requires to comply with relevant local, State and Commonwealth laws and regulations and any registered industry based codes of practice.

Taxes and Disputed Invoices

- Taxes:
  - All prices quoted for supplies made and/or to be made under this Agreement are in Australian dollars and are exclusive of GST.
  - If GST is applicable to any supply made by Hosted Network under this Agreement, Hosted Network is entitled to add to the amount otherwise payable an additional amount for the applicable GST.
  - You hereby agree to pay Hosted Network such GST charge in the same manner and at the same time as the payment for the relevant supply.
  - Hosted Network will issue tax invoices to You for the purposes of GST.

- If required by applicable law, Hosted Network will give You an adjustment note arising from the adjustment event relating to a taxable supply made under, or in connection with, this Agreement within 30 days after the date Hosted
  Network becomes aware of the adjustment event.
- For the purposes of this clause 25, "GST" means the Goods and Services Tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- Disputed invoices
  In the event of a Billing Dispute, You may, by written notice provided to Hosted Network dispute an invoice or invoice line item so long as:
  - A Billing Dispute must be initiated only in good faith
  - You must pay all undisputed amounts in the invoice by its due date
  - You must notify Hosted Network of any Billing Dispute within 30 days of the date of receipt of the invoice to which the dispute relates (in relation to which time is of the essence) by submitting a completed Billing Dispute Notice to Hosted Network by email or via the Partner Portal.
  - Hosted Network is not obliged to accept a notice of a Billing Dispute in relation to an invoice unless You have complied with the above clause.
  - Subject to all requirements of this clause being met, Hosted Network will investigate a Billing Dispute within 20 Business Days of receipt by Hosted
    - Network of a Billing Dispute Notice, and will report to You on our findings as soon as possible after completing such investigation.
  - You must provide any further details reasonably requested by Hosted Network in relation to the Billing Dispute.

- Timeframe for Billing Disputes
  - The Client acknowledges and agrees that any dispute or claim related to billing for services provided under this agreement must be raised within six (6) months from the date of the disputed bill.
- Limitation of liability
  - Irrespective of any other provision in this agreement, the Company's liability for any dispute arising from billing issues, errors, or discrepancies is limited to an amount equal to six (6) months of service charges paid by the Client. This limitation encompasses all forms of liability, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

Failure to notify Hosted Network

- In the event that You do not:
  - notify Hosted Network of a Billing Dispute within the time period specified above or,
  - provide the requested additional information to Hosted Network within 14 days of receipt of Hosted Network' request for further information or,
  - pay all amounts (excluding any disputed amounts) in the invoice to which the Billing Dispute relates by the due date,
  - then all amounts in the invoice to which the Billing Dispute relates will be deemed to be agreed and accepted by You and acknowledged as a debt due and payable in accordance with the terms of this agreement.