



DISCLOSURE STATEMENT PREPARED BY

HD NET LIMITED “HD CLOUD”

AS AT 09/08/2013

1 Introduction

For an organisation to be a CloudCode Signatory they must wholly disclose the following information to all clients, both prospective and current, before, during and after the sales process. They must update their Disclosure Document and inform the Register of CloudCode Signatories of these changed disclosures as soon as possible and not later than 28 days after the change is made. Where the change has a material effect on the Cloud product or service being provided, they must notify all clients of these changes.

The CloudCode website provides more information of what constitutes a material change. The standard areas of disclosure required by the CloudCode are:

1. Corporate Identity

Company name: **HD NET LIMITED**

Company Registration Number: 1930664

Trading name: **HD**

Physical address: 11C Piermark Drive Rosedale, North Shore City, Auckland, 0632, NZ

Postal address: PO Box 26 Westpark Village Waitakere, Auckland, 0661, NZ

Company website: **<http://www.hd.net.nz>**

Contact phone number: 09 280 4135

Contact email address: **s@hd.net.nz**

Complaints about our service can be made in the first instance to. **ben@hd.net.nz**

Contact person responsible for these disclosure statements can be contacted via the following email address: **Ben Simpson**

The disclosures herein apply to the following products or services supplied by us:

- **Cloud Servers** as described at www. **<http://www.hd.net.nz/cloud/cloud-servers/>**
- **Private Cloud** as described at www. **<http://www.hd.net.nz/cloud/private-cloud/>**

For the purpose of Legal Jurisdiction, the contracted supplier who provides the service to you is a **HD NET LTD** registered in **Auckland NZ**

The governing law of our contract with you is **New Zealand**

The disclosure statements that follow have been ***Self assessed***

2. Ownership of Information

We **do not** claim ownership of any data or information uploaded to our service.

Your data and information may traverse or be stored on our upstream provider's networks or systems. In these instances that provider considers the data and information that you use or transmit via our service as owned by the ***client***

Metadata and other statistical information, such as anonymised data generated as a result of the use of our service, is owned by the **service provider** and **is** used for the purposes of **Monitoring, SLA and service improvement only and not disclosed to Third Parties.**

3. Security

As at the date of application:

- We **are not** listed on the CSA STAR Registry.

We do not formally meet any security related standards

- We have the following physical security in place at the data centres hosting your data:
Single-story Datacentre with concrete perimeter walls, Security mesh, reinforced door frames, walls and ceilings at all entry points, Man-trap entry, monitored proximity card access and personnel control, 24x7x365 Video surveillance and remote monitoring throughout, Dual path 24/7/365 monitored alarm and glass break, lockable 45U racks, 24/7/365 network monitoring by our (NOC)
- We have the following digital security in place on the systems hosting your data:
Fortigate Firewall, VPN, IPSEC, Intrusion Prevention, Antivirus, Antimalware, Antispam

4. Data Location

- Our primary systems that host your data are located in HDDC - 11C Piermark Drive Rosedale, North Shore City, Auckland, 0632, New Zealand
- Our Backup/Disaster recovery systems that hold your data are located The Data Centre - 220 Queen Street, Auckland

Additional information about data location:

Fibre carriers all have multiple redundant paths of fibre entering the datacentre from different ducts, Generator that can power the entire datacentre indefinitely, Carrier Neutral connectivity

5. Data Access and Use

Data access by you:

- Your data may be accessed during the contract period as described in our contract with you.
- Your data can be downloaded from our service during the service provision period via the following formats **Virtual Machine Images, SSH, RDP**
- At the cessation of our service to you, your data **will** be available to access

(if answer above is "will be available" please complete the following statements, otherwise delete)

- o Access to this data will be granted via **Request for Data Backup of VM Image**
- o There **will** be additional charges for access to your data after the service has been ceased

Data access by us:

- Deletion of all customer data at the cessation of our service to you takes place **7 days after cancellation**
- We use customer data for the following business functions:
We don't use customer data at all
- We **do not** access customer data for any other purpose
- We **do not** use customer data in order to generate revenue other than through provision of the service.

Data access by others:

- If we are approached by law enforcement agencies it is our policy to.
We comply only to Court Orders
- We **do not** provide access to customer data to third parties other than law enforcement agencies as set out above.

6. Backup and Maintenance

Understanding the backup procedures of your service provider and their maintenance policies allows the customer to make decisions on what further steps they may need to ensure their data is backed up sufficiently.

- Backups are performed every **Day and Rotated Daily and Weekly**.
- Backups include (tick those that apply)
 - ✓ system data
 - ✓ client data
 - ✓ statistical data
 - ✓ operating system data
- Backup data is stored **onsite and replicated offsite**
- Where backup data is stored offsite, the offsite location is **18**. km from the location of the data being backed up

We test the restoration of backup data every **Week** and the test is conducted.. **by Restoring a Virtual Machine Image and or Accessing that Images Data via Data Mounting**

- Access to backup data or archive data **is** available via **our customer portal**
- Adhoc requests for restoration of customer data will be commenced within **1 hours**
- We **do** allow client audits of backup data, costs of which will be carried by **The Client**
- Backup data is retained for **30 Days**
- We **do** undertake a regular maintenance programme to ensure the reliability and stability of our cloud resources
- We **do** undertake a regular maintenance programme to ensure the reliability and stability of our service offerings.

7. Geographic Diversity

- Our service **is not** provided via multiple locations
(if the service is provided via multiple locations, the following disclosures should be made, if the opposite is true both these statements can be deleted)
- Our services are provided from the following locations: **Auckland New Zealand.**
- We operate offices in the following countries: **Auckland New Zealand**

8. SLA and Support

This section sets out the **standard** support mechanisms and service level agreements that apply to services.

- Our standard support hours are. Monday to Saturday - 9am - 5pm Sunday - 9am - 1pm (local time unless stated otherwise).
- In the event of an unscheduled outage or incident, we will communicate the details of the issues and expected resolution times via **Twitter (@hdnetnz) and on https://my.hd.net.nz/serverstatus.php**

- When communicating an issue to us we prefer you to do so via **email**
- Our standard response time to any support issue raised is **60 minutes**
- In the event of a major incident, we will update our notifications every **30 minutes**.)
- When communicating with you we will use **..email**
(e.g. details provided by customer on application / email)
- We **do** make incident reports available to our clients after a major incident.
- We **will not** shut down or isolate any service offering that is impacting, or will impact, service level agreements.
- We **do not** require service offering specific tools to enable safe service offering shutdown or isolation if needed.
- We operate an **active/active**_based service.

Additional information about SLA's and support:

Availability Calculations

These are calculated as a percentage achieved of the service targets above, credits are only applied once when the customer notifies HD of an availability breach which HD confirms within 30 days of the occurrence of such an event.

100% account(s).	– 99.9999%	– 10% off next month's
99.9999% account(s).	– 99.999%	– 12% off next month's
99.999% account(s).	– 99.99%	– 15% off next month's
99.99% account(s).	– 99.95%	– 20% off next month's
99.95% account(s).	– 99.9%	– 30% off next month's
99.9% account(s).	– 99.7%	– 40% off next month's
99.7% account(s).	– 99.5%	– 45% off next month's
Below 97% account(s)		– 50% off next month's

9. Data Transportability

(please delete the appropriate statement)

- We **do not allow** the use of an API to access data during service provisioning and consumption.

or:

An API is not relevant to the service we offer.

- Data **will** be available to download after we cease supplying service to you
(if data is available post service cessation, then the following statement will apply)

Data can be obtained via **Client Portal**

- There **will** be additional charges associated with accessing data after your service has ceased.

10. Business Continuity

Our Cloud Virtual Machines are bootable in other Datacentres running a KVM platform.
Our network addresses are routable to any other ISP via our AS number.
We believe a full restoration into our DR location would take approx. 12 hours to get back to 100% production.

11. Data Formats

- All client data **can** be exported at any stage of the service delivery in the following formats: **kvm**

12. Ownership of Application

- The source code for the application that you use on our service **is** available to license on your systems outside of our service provision.
- It **will** be possible to use your data downloaded from our systems in its native form outside of our service (i.e. your local network) by ***Clients setup their own OnApp environment running KVM hypervisor***

13. Customer Engagement

- We **do** allow the auditing of our services by customers
- We **do** have an acceptable use policy that is applicable to the services stated in section 5.2. This policy can be found at **<http://www.hd.net.nz/company/terms-and-conditions/>**
- We **do** operate a Privacy Policy. This policy can be found at **<http://www.hd.net.nz/company/terms-and-conditions/>**

14. Data Breaches

- If we discover that your data has been lost or compromised, we will ***always*** notify you as soon as practicable by **email or phone** unless that notification would compromise a criminal investigation into the breach. (If “sometimes”, **please state conditions**)
- When we are in possession of evidence of criminal activity associated with the breach (such as evidence of hacker activity) we will ***sometimes*** notify appropriate law enforcement agencies.

15. Law Enforcement

When requested by appropriate law enforcement agencies to supply customer related information without a warrant or legal mechanism to compel disclosure:

(please delete the appropriate statement)

- It is our usual policy **not to** comply with such requests.

16. Region specific Disclosures

Please list the countries to which you are becoming a signatory to the CloudCode. (Currently just New Zealand).

- New Zealand

Schedule 1:

New Zealand specific Content

S1.1 Data Breach Notification

The Office of the Privacy Commissioner has published voluntary breach notification guidelines, which can be found at www.privacy.org.nz/privacy-breach-guidelines-2

- The Data Breach Notification we will make in Section 5.15 **will** be made consistent with the Voluntary Breach Notification Guidelines issued by the Office of the Privacy Commissioner in New Zealand.
- Where we are able to determine that there has been significant loss or compromise of information and a risk of harm to individuals we **will also** notify the Office of the Privacy Commissioner directly.

S1.2 New Zealand Legislation

- We affirm that we always comply with the Privacy Act, Fair Trading Act, Commerce Act, Copyright (Infringing File Sharing) Amendment Act 2011 and other relevant legislation.
- We **do not** have a current Fair Trading Act Compliance policy, a c of which is attached.

S1.3 Fair Trading Compliance Policy (Sample)

A sample Fair Trading Act Compliance Policy can be downloaded from <http://nzco.mp/fta>