

Terms & Conditions

The Client requests Hello Web Limited (the Provider) to set-up and host their website for the Client substantially in accordance with the directions of their verbal or written agreement or covering email communication. The Client agrees to make the monthly payment and observe the terms and conditions of this agreement.

1. Website Development

- a. The Provider will design and develop the website for the Client in accordance with the requirements specified in the Proposal.
- b. The design for a website needs to be approved by the Client before going into programming.
- c. Requirements for content loading:
 - All information must be supplied in suitable digital format.
 - If the Client does not have content, images or product information in a suitable electronic format and requires the Provider to modify or create this material, the Client will be charged for this service in accordance with the Provider's standard hourly charge-out rate.
 - The Client must provide the content for the website in the timeframe specified in this agreement. Any content provided after this time will be loaded to the site by the Provider and charged for at the standard hourly charge-out rate.
- d. Custom Functionality
 - If the Client requires any custom functionality, the proposal for the project will outline the requirements. Each module added to the website needs to be maintained and upgraded alongside the website and may occur extra costs for upgrading at a later stage.
 - An ongoing charge will be applied to any custom functionality to account for extra database storage and usage.

2. Travel

- a. Travel costs to obtain content / photos / footage or to attend a meeting outside Auckland, are not included in the proposed cost of the project and will be charged separately.
 - If travelling by car is required to obtain content for the website, a charge of \$0.69 per kilometre will be applied.
 - Flights and accommodation cost need to be reimbursed by the client.

3. Payment Terms

- a. Payment is required as specified in this agreement excluding GST, with the first instalment of 25% (or as specified in the proposal) due before any work is undertaken and this payment is non-refundable.

4. Suspension And Refusal To Supply Services

- a. If you do not pay our charges for a domain name registered to you we may:
 - Cancel registration of that domain name; or
 - Transfer the domain; or
 - Refuse to provide a service you request.

5. 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.

6. Information Provided

- a. The Client indemnifies the Provider from all liability howsoever arising from the information supplied to the Provider by the Client and incorporated in the design and content of the website / video.
- b. If any third party's material is to be incorporated in the design or content of the website / video, then the Client is responsible for obtaining the necessary consent or authorisation for the use of such material.
- c. The Provider will use information provided by the Client only for the purpose of this agreement and for no other purpose.
- d. The Provider will not disclose, sell, or release Personal Data to any third party unless otherwise outlined in this agreement, or required to do so by law.
- e. The Provider shall exercise all reasonable care and skill in designing the format and layout of the website / video. The Provider accepts no responsibility for any loss suffered by the client arising from the services provided under this agreement, except as provided in paragraph 7 (Limitations and Liability).
- f. The Client shall observe the requirements of Domainz or their local Domain Name registration authority in the maintenance of the domain name(s) and the website activity. Alternatively, arrangements can be made for Hello Web Limited to take over the administration of the domain names(s).
- g. The Client shall pay the Provider the monthly fees as agreed via automatic payment to the Provider's bank account. The Client understands that invoices and statements are only provided online and will not be supplied in paper format unless specifically requested and

then extra fees will be applied for this service. The Provider no longer accept cheques as form of payment.

7. Limitations of Liability

- a. The Provider will not be liable for any:
 - Loss of profit, income or expected savings
 - Loss of corruption of any data, database, or software
 - Damage of goodwill or reputation
 - any losses arising out of a Force Majeure Event (natural and unavoidable catastrophes)
- b. In the case of directly attributable negligence by the Provider, the Provider's liability in relation to any event or number of events will in no circumstances exceed:
 - the greater of \$2,000 or
 - the total amount paid by the customer to the Provider under the Agreement during the previous 12 months immediately preceding the event or number of events.

8. Agreement Commencement and Termination

- a. This agreement commences on the date of signing the sale agreement by the Client.
- b. Any setup charges must be paid in advance of the work being undertaken. The Client is responsible for creating and providing the Provider with all the necessary information and content to enable the Provider to complete their obligation in relation to the website / video purchased.
- c. The Client may terminate this agreement by giving at least one month's written notice to the Provider.
- d. The Provider may from time to time apply adjustments and alterations to the server that may cause the Client's website to be offline for a period without prior written notice. The Provider will use its best endeavour to perform scheduled maintenance or repairs outside New Zealand business hours to maintain an acceptable Website availability level.
- e. If the Client is displaying illegal or objectionable material on their website, the Provider may close the site until such material is removed. If the Client continues to display illegal or objectionable material on their site the Provider may close the site down and terminate the agreement without prior written notice. On termination, the Provider will consent to the Client moving the content and graphics related to the website provided the Client first pays the Domainz or their local Domain Name registration authority's cost of moving the information.

- f. If the Client fails to pay hosting fees or other fees owed to the Provider, then the Provider may close the site down / take the video offline and/or terminate the agreement without prior written notice and charge for any costs associated with the collection of any overdue funds.
 - g. On termination by the Client, the Client may move the content and graphics related to the website, but recognize that they have no right to the code source of the website.
- 9. Ongoing Maintenance and Charges to the website
 - a. From time to time the Provider may introduce security upgrades or system updates for the benefit of the Client at a price to be agreed by the Provider and the Client. The terms and conditions of this agreement shall apply also to the supply of those ancillary services and if there is any conflict, then the terms and conditions as agreed by the parties for those services shall prevail.
 - b. The Provider has the right to increase its fees and charges by providing the Customer with at least 30 days notification of such an increase.
 - c. The Client will be required to pay the annual renewal fee of the Client's domain name and the Provider's administration cost for processing the renewal fee.
- 10. The Client shall not be entitled to transfer or assign the benefit of this agreement to any other party. Any change in the effective control or management of the Client shall be deemed an assignment.
- 11. The law of New Zealand shall apply to this agreement.