

Terms and Conditions:

Summary

You are hiring Business Website Group located at 7/31 Northcroft Street Takapuna Auckland 0622 to design and develop a website for the total price outlined on the "Your Investment" page.

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images, fonts and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback, and sign-off approval in a timely manner and are bound by any deadlines that we set together. You also agree to keep to the payment schedule set out in this proposal.

We have the experience and ability to perform the services you need and we will carry them out in a professional and timely manner. We will endeavour to meet all the deadlines set but am not responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved my work on time at any stage. We will also maintain the confidentiality of any information that you give me.

Acceptance of terms

These terms and conditions apply to all products the Client purchases from Business Website Group now and in the future. Not only do these terms give you certainty as to your rights and obligations, they also ensure we can focus on delivering the best possible service to you.

Each purchase incorporates these terms ("General Terms") and any special terms ("Special terms") relating to each product.

Please read through the General Terms carefully to ensure you understand the terms that apply to your purchases. By accessing the site, viewing any content or using any services available on the site (as each is defined below) you are agreeing to be bound by these terms and by our Privacy Policy.

By using Business Website Group you agree to all the terms below.

Interpretation

In these General Terms and any relevant Special terms, unless the context otherwise requires:

Charges - means the sums payable by the Client for the relevant Services, and any additional work done by Business Website Group from time to time and may include additional administration fees, management fees, and non-refundable establishment fees together with any payment processing fees. All Charges are quoted exclusive of GST unless expressly stated otherwise.

Client - means the person, firm or company acquiring Services under these General Terms and any relevant Special terms.

General Terms - means the terms and conditions set out in this document, which govern the overall relationship between the Client and Business Website Group.

Business Website Group - means RG Limited trading as Business Website Group, a company incorporated in New Zealand, or any of its successors or assignees.

Intellectual Property Rights - means any patent, trademark, service mark, copyright, moral rights, right in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered.

Services - means the products and services to be delivered by Business Website Group to the Client, as agreed from time to time.

Special terms - means the special terms of delivery relating to one or more of the Services posted on Business Website Group website together with the payment terms in any relevant invoices.

Our service delivery

Business Website Group agrees to deliver the Services to the Client and the Client agrees to pay the Charges, in accordance with these General Terms and any relevant Special terms.

For the avoidance of doubt, such Services will remain subject to these General Terms and any relevant Special terms.

The Client agrees and acknowledges that:

Business Website Group uses the services of a number of third parties. They have their own terms and conditions, and the Client acknowledges that they have familiarised themselves with and agreed to all third party terms referred to in any Special terms.

Business Website Group may refuse, reject or remove any content provided by the Client at any time from the Services, without prior notice, if Business Website

Group reasonably believes the content or use of the content, contravenes any law, infringes or is likely to infringe any rights of a third party or is misleading, inappropriate, unsuitable, offensive, obscene, defamatory or indecent.

Business Website Group cannot and does not make any warranty as to the consumer response to the Services, nor that the Client's business, or the Services/results from them, will appear in any particular manner within any third party websites or services.

Business Website Group may use the Client's content, including but not limited to its name, phone number, address and business description, for any of the Services including websites, mobile listings, and applications.

The Client may not assign any of its rights under these General Terms or any relevant Special terms without the prior written consent of Business Website Group.

These General Terms will apply to all Services in conjunction with any relevant Special terms. In case of any conflict or ambiguity between the General Terms and relevant Special terms, those Special terms shall prevail.

Business Website Group's obligations

Business Website Group will provide the Services to the Client.

Business Website Group will use reasonable commercial endeavours to commence the Services within 2 weeks of receipt of payment or confirmation of a secure payment arrangement for the relevant Services unless a different timescale is agreed between the parties.

Business Website Group is not obliged to collect or create content for the Client but may use existing content the Client has provided to Business Website Group or generate content from the Client's website or (with the Client's approval) a third party website for the Services. If Business Website Group cannot generate content from the Client's website or a third party website and no content is provided to Business Website Group by the Client, Business Website Group will not be obliged to upload any content as part of the Services. The Special terms for the particular Services may have specific client content requirements.

Any content generated by the Client for use within the Services may be subject to Business Website Group approval process before that content is published. Business Website Group will use reasonable commercial endeavours to undertake any approval process within a reasonable time.

Business Website Group will use reasonable commercial endeavours to ensure the Services accurately embody the approved content provided by the Client, or published on the Client's website or a third party website (approved by the Client). Business Website Group will not be responsible for any errors that are within content approved by the Client or which arise from material provided by the Client or any third party, and will not be obliged to rectify any errors in any content posted or any other material within the Services unless the Client gives notice of them to Business Website Group.

The Client may request that Business Website Group change any content within the Services at any time after they are first delivered, and Business Website Group will use reasonable commercial endeavours to comply with those requests. Business Website Group may levy reasonable additional Charges for such work in addition to the particular Charges for the Services.

Client's obligations

The Client will pay the Charges in accordance with other clauses.

The Client will:

provide Business Website Group with such text, artwork, information, logos, designs and any other material requested, and will do so in such formats and at such time or times, as may be reasonably required for Business Website Group to deliver the Services. The Client will be solely responsible for ensuring that such material is accurate and complete.

provide Business Website Group with accurate and complete answers to business profile questions in a timely manner to enable Business Website Group to deliver the Services.

Obtain all necessary licenses or consents that are required in connection with the use of names, logos, artwork and other material or content supplied by the Client for use within the Services.

To the extent that the Client supplies Business Website Group with any original material in which the Client holds relevant Intellectual Property Rights, the Client grants a worldwide, perpetual, royalty-free licence to Business Website Group to publish, reproduce, adapt, and otherwise deal with and use without limitation any such material for the purposes of delivering the Services.

Except in relation to content provided by the Client, the Client will not (and will not permit others to) reproduce the Services, any unused material prepared by Business Website Group, or other material in which Business Website Group holds Intellectual Property Rights, without Business Website Group prior written consent.

The Client will not use a robot, spider, crawler, scraper or other unauthorised automated means of whatever nature to access the Services or Business Website Group website for any purpose.

Payment

The Client will pay the Charges free of any deduction or set off whatsoever, in accordance with any relevant Special terms, by the due dates specified on the relevant invoices.

Failure to pay

If the Client fails to pay Business Website Group any Charges owed by the relevant due date, or if any payment the Client has made to Business Website Group is declined or otherwise not received by Business Website Group, Business Website Group may do any of or all of the following:

- charge interest on the unpaid amounts due (at the monthly rate of 15%) from the date the amount became due until it is paid in full;
- charge any reasonable debt collection and legal costs incurred as a result of the Client's failure to pay the amounts due;
- charge a late payment administration fee of \$15 per month for any month or part thereof that a due payment remains outstanding under any invoice;
- suspend the relevant Services or terminate them in accordance with clause 30.b.; and
- on-charge to the Client any dishonour or other fees arising from the Client's failure to pay.

Business Website Group will be under no obligation to continue to deliver any Services to the Client whilst there remain any Charges or other sums due from Client but unpaid in respect of those Services.

Termination of services – General

The termination or expiry of the Services shall not affect any rights or liabilities of the parties already accrued, except to the extent necessary, and these General Terms will continue to apply.

Management Fees

If your total monthly campaign spend is \$1,000+gst or less the funds are invested as 45% management fee and 55% media spend with Google
If your total monthly campaign spend is between \$1,000+gst and \$2,000+gst the funds are invested as 40% management fee and 60% media spend with Google
If your total monthly campaign spend is \$2,000+gst and \$3,000+gst the funds are invested as 35% management fee and 65% media spend with Google
If your total monthly campaign spend is \$3,000+gst and \$4,000+gst the funds are invested as 30% management fee and 70% media spend with Google
If your total monthly campaign spend is above \$4,000+gst the funds are invested as 30% management fee and 70% media spend with Google

Termination by the client

Website - This contract cannot be terminated by the Client and all invoices must be paid unless otherwise agreed.

AdWords - Once the campaign has been up and running for at least six months you can just give us 90 days notice and we'll turn everything off for you, no hard feelings.

SEO - After the initial agreed term of six months, the Client may provide 90 days notice of any or all of the services to be terminated. Refunds on Services paid for will not be made. Business Website Group will take all reasonable commercial endeavours to transfer rights and responsibilities to the client of any appropriate service.

Any invoices that fall in this period must be honoured by the client.

Termination by Business Website Group.

Business Website Group may terminate all or any of the Services with immediate effect on notice to the Client if the Client:

ceases or threatens to cease to carry on its business or becomes insolvent, has a receiver or administrator appointed, makes any arrangement for the benefits of its creditors, goes into liquidation or enters into any other insolvency process; or
commits a material breach of these General Terms or any relevant Special terms and (in the case of a breach capable of remedy) fails to remedy it within 7 working days of receipt of notice from Business Website Group specifying the breach and recording an intention to terminate if the breach is not remedied.

Photographs

If needed, you will supply me photographs either in digital or printed format.

Backlinks

The types of backlinks that we provide are a combination of Blog Comments, Web 2.0 Submissions, Content Submission, Blog Submission, Citations Submission, Classifieds Submission, Video Submission, Image Submission, Audio Submission. These backlinks are for Google's robots to read. We do not update links after the fact. We can provide a service with higher grade content for these backlinks for an additional fee.

Technical support

If you do require additional help with anything beyond the design and development of your site, we will be happy to help on an hourly rate basis of \$120+gst per hour.

Legal

We are not liable to you or any third party for damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate this website and any other web pages—even if you have advised me of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

You guarantee to me that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion on the website are either owned by you or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project.

You also own text content, photographs, and other data you provided unless someone else owns them. We own the HTML markup, CSS, and other code and we license it to you for use on only this project.

We also reserve the right to display and link to your completed project as part of my portfolio and to write about the project on websites, in magazine articles, and in books.

SEO Terms

Termination of services – General

The termination or expiry of the Services shall not affect any rights or liabilities of the parties already accrued, except to the extent necessary, and these General Terms will continue to apply.

Termination by the client

After the initial agreed term of six months, the Client may provide 90 days notice of any or all of the services to be terminated. Refunds on Services paid for will not be made. Business Website Group will take all reasonable commercial endeavours to transfer rights and responsibilities to the client of any appropriate service.

Any invoices that fall in this period must be honoured by the client.

If the Client terminates any Services for any reason prior to the expiry of the relevant term, then Business Website Group will not be obliged to remove any content, cease delivery of those Services.

Termination by Business Website Group.

Business Website Group may terminate all or any of the Services with immediate effect on notice to the Client if the Client: ceases or threatens to cease to carry on its business or becomes insolvent, has a receiver or administrator appointed, makes any arrangement for the benefits of its creditors, goes into liquidation or enters into any other insolvency process; or commits a material breach of these General Terms or any relevant Special terms and (in the case of a breach capable of remedy) fails to remedy it within 7 working days of receipt of notice from Business Website Group specifying the breach and recording an intention to terminate if the breach is not remedied. You cannot transfer this contract to anyone else without my permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Thanks for coming aboard.