



Value Websites Limited

Terms & Conditions of Service

The Client requests Value Websites (“the Provider”) to set-up and host their website & email accounts and deliver any other web products & services 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 agreed monthly payments and observe the terms and conditions of this agreement.

1. The Provider will set-up the website for the client in accordance with the individual item and package requirements as set out on the Value Websites' 'Products' pages. Options, pricing, nature and terms of options may vary from time to time at the sole discretion of the provider (see the 'Products' pages for details of each option).

- a. For those packages requiring a website design (i.e. not using one of the provided templates) the design will be approved by signing the website page proof.
- b. For those packages simply using one of the provided templates, the Provider will not be required to modify or enhance any of the templates to suit the Client.
- c. For those packages that require content and product information to be added to the site:
 - i. All information must be supplied in suitable electronic format.
 - ii. 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.
 - iii. Content must be provided within one month of the sign-up date. Any content provided after this time requiring to be added to the site will be charged for at the standard hourly charge-out rate.

2. Payment Terms

Payment in full including GST is required before any work is undertaken and this payment is non-refundable. The only exception to this rule is custom programming work (termed custom functionality) - see next clause for details.

3. Custom Functionality

- a. If the Client requires any custom functionality a deposit of 50% (including GST) is required to be paid in advance with 90% (including GST) of the remainder due on completion of the project and the last 10% (including GST) paid after one month in order to allow for testing of the functionality and repairing of any genuine bugs in the new functionality at no charge.
- b. An ongoing charge will be applied to any custom functionality to account for extra database storage and usage.
- c. Extra traffic and disk space charges will also apply.

4. 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.
- b. The Provider will use such information as provided by the Client only for the purpose of this agreement and for no other purpose.

5. The Provider shall exercise all reasonable care and skill in designing the format and layout of the website but accepts no responsibility for any loss suffered by the Client arising from the services provided under this agreement.

6. The Client shall observe the requirements of their local Domain Name registration authority in the maintenance of the website name and the website activity.

7. The intellectual property in the website, excluding the underlying Woogloo platform and all code supplied by the Provider, is the property of the Client.

8. The Client shall pay the Provider the Hosting Fee each month via automatic payment to the Provider's bank account. The Client understands that invoices and statements are only available online and will not be supplied in paper format unless specifically requested and then an extra fee will be applied for this service.

9. Agreement Commencement and Termination

- a. This agreement commences on the date of signing the sale agreement by the Client or, when the site is setup online, the date the site is setup either by Value Websites or by the client using the automated site setup feature on Woogloo. The payment of the first monthly Hosting fee is due one (1) month from the date of this agreement. 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 Package purchased. The agreement may be terminated by the Client by giving one month's prior written notice to the provider.
- b. The provider may from time to time make adjustments and alterations to the server that may cause the client's site to be offline for a period without prior written notice. The provider will also not be held accountable for temporary or long term closure of the client's website due to unforeseen circumstances be they the direct or indirect fault of the provider.
- c. If the client is displaying illegal or objectionable material on their website that has not been previously given written permission from the provider then 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 contract 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 their account in full and any associated moving costs.
- d. If the client fails to pay hosting fees or other fees owed to the provider, then the provider may close the site down and/or terminate the agreement without prior written notice and charge for any costs associated with the collection of any overdue funds.
- e. 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 intellectual property of Woogloo or of Value Websites.

10. From time to time the provider may introduce other ancillary services for the benefit of the Client at a price and on terms and conditions 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.

11. 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, if this task has been assigned to them.

12. 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.

13. The client shall not sell space on their website without the prior written consent of the provider.

14. All upgrades to the Woogloo platform and plug-ins are provided free-of-charge - however, plug-ins must be purchased separately.

15. The law of New Zealand shall apply to this agreement.