



Terms and Conditions Website Design

1. The following Terms and Conditions are between us (LINK2NZ) and you (the person starting a trial or communicating with us). You will be deemed to have accepted these Terms and Conditions upon the earlier of any of the following events:
 - a. Upon commencement of the free 30-day trial;
 - b. Upon any communication from you (by email, phone, mail) requesting us to provide services to you;
 - c. Upon registration of your domain name;
 - d. Upon payment of the first hosting fee or deposit on web development work.

These Terms and Conditions are in addition to the Terms of Web Widgets Limited, the hosting company, whose terms you are asked to agree to when you create an account, register a domain name, or start a new trial.

1. Website Content

1. 1.1. We will not permit websites that contain (or link to other pages that do) material that we, in our sole discretion, consider inappropriate, offensive, likely to damage our brand or reputation, or otherwise unacceptable. such as:
 - a. illegal content (under NZ law)
 - b. pornography
 - c. pyramid schemes or gambling
 - d. Hate speech directed at individuals / groups based on issues such as religion, race, gender, ethnicity, sexual orientation, disabilities, etc.
 - e. Direct attacks on individuals, groups or organisations, except when used in an educational manner to help prevent issues such as bullying.
2. 1.2 We reserve the right to refuse service if we believe the website's content falls within any of the above categories. No discussion will be entered into.
3. 1.3. Intellectual Property. It is your responsibility to ensure that your website's content (both text and images) does not breach somebody else's copyright. Should any legal issues or claims (including for defamation, trade liable, intellectual property infringement or otherwise) arise from use of anything on your website, which you have provided to us to upload for you, or uploaded yourself, or from the website itself, you agree to protect, defend and hold us harmless from any and all liability, claims, losses, costs or other harm

howsoever arising that we might suffer, including to indemnify us for all costs we might incur to deal with such claims.

2. Communication

1. 2.1. We may send you occasional emails if you have provided your email address to us via our website, requested a quote, started a free trial or made a purchase. You may unsubscribe at any time.
2. 2.2. If you are a customer hosting a live website, we may need to send you messages where we have important information to disclose to you regarding changes to our account processes, terms and conditions, web hosting, domain services, or regarding your account or website. You cannot unsubscribe from such messages as they form an integral part of our business relationship with you.

3. Privacy

1. 3.1. We will not share your personal information with any other person, company or government agency, unless required by law or by a court order. You understand that we will cooperate with communications providers, law enforcement or any other Government or regulatory agency fully, without regard to harm or consequences doing so might have for you. You expressly authorise us to do so and you agree not to take any action of any kind against us based directly or indirectly on such cooperation.

4. Hosting and Domain Name Registration / Renewal Fees

1. 4.1. These fees are payable to the hosting company direct - Web Widgets Ltd. This applies to new and existing customers from 31st March 2014. Their own Terms & Conditions will apply.
2. 4.2. New customers will be asked to agree to Web Widgets' Terms & Conditions upon registration of a domain name or commencement of a 30-day trial. These can also be found [on their website](#).
3. 5. Web Development and Support Fees
 1. 5.1. Our standard hourly rate is \$49/hour + GST. We offer registered charities and non-profit organisations a discounted rate of \$39/hour + GST, provided they do not have any paid staff.
 2. 5.2. Our fee is calculated in 30 minute units, with part of a unit charged as a full unit. Therefore, our minimum charge is \$24.50 + GST.
 3. 5.3. For "Pay As You Go" work, a minimum of 2 hours must be purchased. Any unused time will expire after 12 months and is non-refundable.
 4. 5.4. Unless otherwise agreed in writing, all fees are payable in advance. No fees will be charged without prior agreement.
 5. 5.5. For fees not paid in advance, you agree to pay any invoices we send you within 10 working days. Interest at the rate of 2% per month will be payable on all arrears payments,

calculated from the date of default until payment. In addition, any default in payment will result in the suspension of your hosting. If payment is not received within 60 days, your account will be referred to a debt collector.

6. 5.6. Any expenses, disbursements & legal costs incurred in the enforcement of any rights contained in this contract shall be paid by you, including but not limited to any solicitor's fees, debt collection agency fees and court costs.

6. Web Development Work

1. 6.1. A deposit of 50% of custom design or development fees are payable in advance before any work commences. This fee is non-refundable.
2. 6.2. At the completion of the first draft stage, you may cancel without incurring further expense. Payment of the remaining 50% is required once you authorise us to complete the job. Receipt of this payment is due before the website can be made live.
3. 6.3. In the event you are retaining us to provide services for business purposes, the provisions of the Consumer Guarantees Act do not apply to the provision of said services.

7. Technical Support

1. 7.1. We will answer common support questions by email and aim to respond within 2 hours during working hours. You may contact us by telephone but we ask that this is reserved for urgent queries. This allows us to prioritise our workload better and provide all our customers with a better service.
2. 7.2. We ask that you respect a "reasonable use policy" of 30 minutes in total in any calendar month. The answers to most common questions can be found in our [Tutorials](#) section, please check these before contacting us.
3. 7.3. If you ask a lot of questions that are complex to answer, or have not completed our online tutorials, then we will suggest that we arrange a time for training over the phone or via Skype, which would incur a fee.
4. 7.4. For any reported bug, you must provide the browser type (i.e. Chrome, Firefox, and Internet Explorer), website address, page title, and required steps to reproduce the bug. We will not investigate your problem until we have received that information. If we determine that the problem was caused by human error on your part, rather than system failure, you agree to pay for any fees incurred whilst investigating said problem.

5. 8. Warranties and Liabilities

1. 8.1. We provide basic industry standard SEO (**Search Engine Optimisation**) as part of our web developing services. Our time does not include any training as to the methodologies we use. Our aim is to ensure your chosen pages are listed in the relevant search results for the keywords you choose, but we do not guarantee position. The term "listed" does not mean top 10, it means anywhere in the relevant search results.

2. 8.2. In any event where we are found in error, any remuneration will be limited to the value of the relevant invoice. Remuneration will be limited to credits and will not be paid in cash.

9. Working Hours

1. 9.1. We operate Monday to Friday 9.00am to 5.00pm. We are closed all of the New Zealand statutory holidays

10. Other

1. 10.1. We reserve the right to review these Terms and Conditions at any time and from time to time. Any change will take effect from the date on which we communicate it to you. Your continued use of our services shall be deemed to constitute acceptance by you of any changes.
2. 10.2. Regardless of your location or where your website is hosted, these Terms and Conditions constitute a legal document to be interpreted under the laws of New Zealand, and you agree to submit to the exclusive jurisdiction of the New Zealand courts in the event of any dispute.

These Terms and Conditions were last modified on 31st March 2014.