

**TERMS AND CONDITIONS FOR CONDITIONS FOR SUPPLY OF WEBSITE DOMAIN NAME  
REGISTRATION, WEBSITE HOSTING, WEBSITE DESIGN AND SUPPORT SERVICES  
BY BIZLINKS DEVELOPMENTS LIMITED, REGISTERED NUMBER 1323623**

These Terms and Conditions apply to our web design, webhosting and support services (“**the Services**”).

The following terms and conditions apply to the provision of the Services by us:

**Part A** – website domain name registration.

**Part B** – website hosting which is the electronic hosting of your website on our third party contracted servers and peripherals and associated services.

**Part C** – website design, development and ongoing maintenance and support.

**Part D** – contains general terms and conditions which apply to all Services.

The most important terms and conditions deal with:

- The minimum term of 12 months. See clause 4.3.
- Payment. See clause 5.
- Limits to our liability. See clause 8.

We charge a fee for the Services payable over 12 months (“**the Fee**”).

**PART A. WEBSITE DOMAIN NAME REGISTRATION**

**1. Domain name registration**

1.1 We will register the website domain name in your name as registrant.

1.2 All ongoing charges will be paid by us for as long as you are using our services.

1.3

1.4

1.3 Domain name redirection, email forwarding and email POP3 accounts will be set up as required.

**PART B. WEBSITE HOSTING**

**2. Website hosting**

2.1 Our webhosting facilities are contracted to third party suppliers but the terms and conditions of our contract require us to be the sole point of contact for such service.

2.2 Your website is not subject to normal disk space and traffic quota, although this will be reviewed if these become excessive.

2.3 Your website will be hosted on our contracted third party computer facilities. We will use reasonable endeavours to ensure that sufficient capacity is maintained on our third party computer facilities to enable users to access your website. However, because we do not own or control all the facilities and communication lines necessary for access, we cannot guarantee that access will be uninterrupted or error free.

- 2.4 Because of that lack of control, we do not warrant that you or your users will have continuous access to that website.
- 2.5 We may require access to your domain name username and passwords and shopping cart accounts and will keep all passwords confidential.
- 2.6 All ongoing charges will be paid by us for as long as you are using our services.
- 2.7 Website statistics, secure web pages, forms, shopping carts, password protected web pages and other services will be set up as required.

## **PART C. WEB DESIGN**

### **3. Web Design**

- 3.1 We will discuss the design of the website with you and request information as required to develop the website.
- 3.2 An outside contractor may be suggested to design the web page layout and examples and pricing will be discussed if required.
- 3.3 A pre-release site will be provided to you for review and approval. The final approval of the site will be your responsibility and you will be subject to the indemnity contained in clause 6.2.
- 3.4 Once the site has been approved by you it will be submitted for “go live” to our third party webhoster subject to Part D.

## **PART D. GENERAL TERMS AND CONDITIONS**

### **4. Our Services To You**

- 4.1 Details of the Services, the Fees and other charges as applicable for the Services and other relevant information, which may be updated from time to time, are available on our website.
- 4.2 Our agreement will start on the date of signing this contract for the provision of any of the Services by notifying you.
- 4.3 A minimum term of 12 months (**the Minimum Term**) applies to each Service we supply to you, subject to our termination rights.
- 4.4 If you cancel this agreement prior to the end of the Minimum Term you will be required to pay the Fees payable for the outstanding period.

### **5. Payment, Changes to Terms and Conditions**

- 5.1 You agree to pay the Fees on a monthly basis, and any additional charges as they occur, by the due date(s) indicated on our monthly invoice(s).
- 5.2 We may change the Fees and other charges or any of these terms and conditions at any time. If the costs of our third party suppliers alter (such as, for example, our third party contracted webhosting facilities) we will use reasonable commercial endeavours to notify you of these changes when they occur. If you do not agree to the variation of the agreement, you must notify us in writing within 10 days of receiving that notice. When we receive that notice, unless agreed by us, your right to use the relevant Services will cease.

In the event that no other Services are then the subject of our agreement, this agreement will terminate. If we do not receive notice from you and you continue to use the Services afterwards, you agree that you are deemed to have accepted the variation.

- 5.3 If your account is overdue for a period of one month or longer, we are entitled to disconnect any Services supplied to you on notice to you. You agree to pay us a later payment fee on any overdue amounts on an invoice at the rate of 15% per annum calculated on a daily basis of the amount overdue, calculated from the due date to the date of actual payment in full.
- 5.4 You agree to pay our reasonable costs incurred in recovering outstanding amounts from you including any debt collection and legal fees.
- 5.5 The Fees payable under this agreement are exclusive of GST as applicable in New Zealand.
- 5.6 You authorise us to obtain credit information from any person or company for the purposes of ascertaining your creditworthiness.
- 5.7 If this agreement is terminated under clause 9.1 or 9.2, we will refund any Fees you have paid which relate to the period after the termination date, less any reasonable costs we may incur from removing your website from the third party contracted webhosting facilities.

## **6. Your Use of Our Services**

- 6.1 You agree that you will use the Services in a responsible manner. In particular, you will not and you will not allow others to:
  - (a) use the Services to breach anyone else's rights or break the law;
  - (b) fail to comply with any rules imposed by any third party whose content or services you are accessing or using, or any policy adopted by us;
  - (c) fail to maintain the security and confidentiality of any accounts, identifiers or passwords provided to you to enable you to use the Services, and you must change your account, identifier or password immediately on request to do so from us;
  - (d) cause or help to cause the security or integrity of any Services or other linked computer systems or sites to be compromised whether by way of hacking, virus introduction or in any other way; and
  - (e) disclose any confidential information or log-in information required to access the Services.
- 6.2 In addition:
  - (a) you will indemnify us and the parties listed below ("**we**") against any loss, cost or damage arising from any legal principle we may suffer as a result of your breach of this agreement, website content and use of the Services by you or another person using your password, identifiers or accounts with or without your consent or knowledge. Loss, cost or damage arising from breach of contract, negligence or other civil claim is expressly included. The parties are our employees, contractors and suppliers of Internet access services used in the provision of the Services;

- (b) you are responsible for providing any security or privacy procedures or safeguards you require for your computer networks and any data stored on those networks or accessed using the Services, and you agree that we will not be responsible for any damage caused by your failure to provide them.

## **Our Rights**

- 7.1 Without affecting your indemnity under clause 6.2(a), we may delete or block data stored using the Services, in our absolute discretion, if we consider that data to be inappropriate, illegal, offensive or otherwise in breach of any law, standard, regulation or code of practice.
- 7.2 We may at any time, without notice, suspend your use or access to part or all of the Services:
  - (a) for any necessary maintenance and, where possible, after giving you as much advance notice as is reasonably practicable in the circumstances;
  - (b) to reduce or prevent interference with our systems or the use of the Services by others; or
  - (c) if required to do so, as a result of a direction from any government or other authorities.
- 7.3 We may at our discretion change any IP addresses, telephone numbers or other details required to access any of the Services and we will not be liable to you in this regard.
- 7.4 We and our third party suppliers are responsible for keeping copies and/or performing backups of any websites hosted with us and software and information stored on any systems telehosted with us unless you have entered into a separate backup agreement with other parties.

## **8. Excluding Our Liability**

- 8.1 You agree that you are acquiring the Services for the purposes of a business and the Consumer Guarantees Act 1993 will not apply.
- 8.2 If we fail to provide the Services to a standard of reasonable skill and care at our option we will re-perform the Services to that standard or refund the portion of the Fee that has been paid by you.
- 8.3 We are not liable to you whether in contract or tort or under any other legal principle for any direct or indirect losses or damages of any kind. These damages include but are not limited to loss of business, profits, consequential loss, work stoppage, computer or software failure or malfunction or any other damage or loss. If despite this clause we are found liable, our liability will be limited to the lesser of \$1,000.00 or the amount you have paid for the relevant Service to the date of the breach by us.

## **9. Termination**

- 9.1 After the end of the Minimum Term, either party may cancel this agreement on 1 month's written notice to each other.
- 9.2 We may immediately terminate this agreement in relation to any or all Services acquired by or provided to you if:

- (a) you are in breach of any provision of these terms and conditions and you have not remedied that breach within 10 days of receiving notice from us;
  - (b) you fail to pay any Fees by the due date or breach any of the provisions of clause 4 above;
  - (c) a receiver, liquidator, administrator or other like person is appointed over any of your undertakings or assets or if you enter into arrangement with any of your creditors or any class of your creditors or you become insolvent or otherwise are unable to pay your debts when they fall due;
  - (d) or third party contracted webhosting facilities cease (or in our reasonable opinion) are likely to cease on a permanent basis or are terminated.
- 9.3 On termination, your rights to use the Services cease, you must return to us any materials we have provided to you in relation to the Services, you must pay us immediately all outstanding Fees and other charges in relation to the Services and you are not entitled to any refund. If you supplied any equipment to us, we will have a lien over that equipment and can retain possession and control of it until all outstanding Fees and charges are paid to us.

## **10. Things Beyond Our Control**

- 10.1 It is impossible for us to ensure that the Services are provided to you at all times or at any specific times or will be able to operate at all times error-free. We make no warranties to you in this regard.
- 10.2 We will not be liable for any failure to fulfil any term of this agreement where that fulfilment is delayed or prevented, restricted or interfered with for any reason beyond our control, including but not limited to fire, storm, flood, earthquake, accident, labour dispute, materials or labour shortage, outages in telecommunications, radiocommunications or power networks, law or regulation or any act or omission of any third person.

## **11. General**

- 11.1 If we need to notify you of any matter, we may inform you by mail, facsimile, email or posting a message in the appropriate location on our system which includes, but is not limited to, posting a message on the worldwide web on our website or any other appropriate means. Once we have posted online the email or other message, you are deemed to have received it. If we fax the message to you, you are deemed to have received it upon confirmation by our fax machine that the facsimile has been successfully sent. If we mail the message to you, you are deemed to have received it 2 days following the date it was sent.
- 11.2 You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign our rights or obligations, or subcontract our obligations without restriction.
- 11.3 If part or all of any clause of this agreement is illegal or unenforceable, it may be severed from this agreement and this will not affect the continued operation of the remaining provisions of this agreement.
- 11.4 These terms and conditions are governed by the law in force in New Zealand. You submit to the exclusive jurisdiction of New Zealand courts.

- 11.5 Any variation of this agreement must be signed by one of our duly authorised directors. No director or other representative of Bizlinks Developments Limited will have personal liability in respect of the Services.

## Signing Page

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Signed for and on behalf of **BIZLINKS DEVELOPMENTS LIMITED** in the presence of:

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
PLEASE PRINT NAME

Contact details:

PO Box 87-142  
Meadowbank  
Auckland 1742  
Email: [david@bizlink.co.nz](mailto:david@bizlink.co.nz)

Signed for and on behalf of \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
Director (signature)

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
PLEASE PRINT NAME

Signed by \_\_\_\_\_ in the presence of:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Witness (signature)

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
PLEASE PRINT ADDRESS

\_\_\_\_\_  
PLEASE PRINT OCCUPATION

Credit card details:

Card: \_\_\_\_\_

Card number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Automatic Payment Details:

Bank: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_