Terms of Trade Agreement - WebDesignIt

1. You will be deemed to have accepted these Terms of Trade, upon the earlier of any of the following events:
a. Upon any communication from you (by email, phone, or mail) requesting us to begin web development services to you;
b. Upon registration of your domain name;
c. Upon payment of the first hosting fee

2. WebDesignIt does not permit any objectionable material on their web servers. WebDesignIt will not host websites that contain, or link to, any illegal content (under NZ law), nudity, pyramid schemes or gambling. WebDesignIt reserves the right to refuse hosting, or terminate hosting immediately, if they believe the content is objectionable. No discussion will be entered into.

3. With respect to each website hosted on our servers, WebDesignIt is a data processor, not a data controller. This means all legal liability is with you (the website owner) to comply with any privacy laws such as the GDPR. Please refer to our privacy policy as to how we manage your data.

4. WebDesignIt is not responsible for any loss of income or any other loss, direct or consequential, suffered by you as a result of down time or loss of your website, caused by

a. suspension of your hosting for failure to pay your fees on time
b. attacks by hackers,
c. crash of your server, or
d. for any other reason which is outside of the control of WebDesignIt.

WebDesignIt will use its best endeavours to provide a minimum of 99.9% availability of your website.

5. Hosting fees are non refundable.

6. The traffic allowances that apply to your hosting plan are shown on the hosting page. You are required to pay for the costs of any excess traffic on your domain name, and to change to a higher hosting plan in anticipation of a prolonged traffic increase.

7. All fees are charged in advance, with statements posted at the end of the calendar month. You must pay all fees charged to your statement prior to cancelling your hosting, even if you have not yet received the statement.

8. All invoices must be paid in full by the 20th of each month. Should we not receive payment by the due date, we may, at our discretion, either cancel your hosting, or renew your hosting for 1 month. We will eventually suspend your hosting should your account remain overdue. Upon payment of receipt of your overdue payment, your hosting may be automatically restarted, resulting in future hosting fees charged. It is your obligation to cancel your hosting if you no longer want your website hosted.

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

10. We will provide at least 14 days notice of a domain name renewal date. Domain name fees must be paid within five business days of their expiry date, or your website will go offline due to non payment. You will lose registration rights if you fail to pay your outstanding fees within 90 days after that time. You must notify WebDesignIt before renewal date if you do not wish to renew a domain name, or you may be liable for payment if we have renewed your domain name in good faith.

11. WebDesignIt provides industry standard encryption of credit card details via SSL certificates and security behind a firewall, but WebDesignIt does not accept responsibility for any transactions completed on your website between you and your customers. Without limiting the generality of the this limitation of liability, WebDesignIt is specifically not responsible for transactions occurring through any payment gateways on your website, or by customers placing fake orders, or customers providing invalid payment details, or merchants (or their staff) misusing credit card numbers, or any other monetary transaction on a merchant's website. WebDesignIt provides SSL forms for credit card payments, but we do not advise their use, and will not be responsible for any misuse or loss of card details obtained by these means.

12. WebDesignIt is not liable for any loss or consequential loss of any kind due to any cause including but not limited to, lack of server availability, payment gateway interface, application or configuration error, system error or user error.

13. WebDesignIt provides offsite backups, and will restore all websites free of charge in the event of a major catastrophe. However, fees will apply to restore individual websites or data due to customer error, or backup expiry, or non payment, or non communication.

14. WebDesignIt provides basic industry standard SEO, which includes selection of page titles, opening paragraphs and meta tags, utilising your key phrases as we think best. Although we may give you advice during this work, our time does not include any training as to the methodologies we use. You may pay for additional training time if you would like to learn how to do this yourself. Our aim is to ensure your chosen pages are included in the search results that are relevant to the keywords. We do not guarantee position. Search engines are third parties who change their rules from time to time. They also have significant stand-down periods before pages are indexed, or re-indexed, and may at times block certain pages. We will ensure that your chosen pages are listed in the relevant search results for the keywords you chose (within three months after any other page on your website has been indexed). The term "listed" does not mean top 10 - it means anywhere in the relevant search results.

15. For any reported bug, you must provide the browser type, website address, page title, and required navigation to reproduce the bug. We will not investigate your problem until we have received that information. We will only provide warranty of service for Microsoft Edge, Safari, Chrome and Firefox web browsers. If you require compatibility with other browsers, this testing time will be at your own expense.

16. WebDesignIt staff operate during standard New Zealand working hours and is closed over the Christmas / New Year period. Outside of working hours you should txt/call our emergency mobile numbers for emergency support only. You will be liable for after hours support time at standard hourly rates, with a minimum fee of $100 per hour, if your issue does not relate to server downtime or errors in functionality of contact forms or shopping carts.

17. In any event where WebDesignIt is 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.

18. In addition to these Terms, for domain name registrations of ".nz" domains you are also bound by and you agree to comply with the New Zealand policies published from time to time at http://www.dnc.org.nz/policies. If you have a .nz domain, then, by entering into this agreement with WebDesignIt, you acknowledge that you have read and understood the current policies.

19. In addition to these terms, for domain name registrations relating to non .nz domains, you are also bound by and you agree to comply with OpenSRS services agreement, published from time to time at http://www.opensrs.com/docs/contracts/Services_Agreement.pdf. Grace periods for various domain suffixes are outlined there, as well as redemption fees for expired domains.

20. These terms of trade are governed by New Zealand Law and any dispute will be subject to the jurisdiction of the New Zealand Courts