Terms of Services Agreement (Webdes.co.nz Ltd.)

In addition to the general terms listed below all clients of Webdes.co.nz Ltd. agree to be bound by the conditions laid out in the **General Acceptable Use Policy** document.

Special Terms of Service relating to the use of ezSite

Use of the **ezSite** product is on a subscription basis. In order to use the **ezSite** product it is a pre-requisite that the client's website is hosted by Webdes.co.nz Ltd.

Subscription to a service agreement relating to the use of the **ezSite** product entitles the client to the full use of the **ezSite** product. Subscription to an **ezSite** service agreement also entitles the client to the ownership of the "design and current content of the client's site". – **This does NOT include the DYNAMIC functionality of the ezSite product and related templates.**

ezSite allows content to be altered and displayed in a dynamic (changing) format, the client **owns only a static version of their site.**

It should be understood that it is NOT possible for the client to host the dynamic version of their site anywhere outside Webdes.co.nz Ltd. The use of the dynamic functionality of the site constitutes actions which are only permitted within the scope of an active subscription.

Billing

Payment for invoices presented is due in full on the 20th of the following month, except by prior written arrangement.

Payment for hosting services will be invoiced two months in advance; ie. you will be paying for March's hosting on February 20th, this will be invoiced during January.

We will send you bills for our charges. Each bill will tell you the due date for payment. You must pay the bill by that date. If you do not pay a bill by the due date for payment, we may charge you interest on the unpaid amount from that date until you pay it. The interest rate will be charged at 12.5% per annum.

Please let us know before the due date for payment if you think there is a mistake in your bill. We will investigate the matter straight away. While we are doing this, you do not need to pay the queried part of the bill by the due date for payment. Normally, we will be able to find out if there is a mistake in our records and get back to you within 7 days.

If there is a mistake we will adjust your next bill. If there is no mistake, and if the due date for payment has already passed, you must pay the amount outstanding straight away.

Refund of Charges for disrupted service

Sometimes our services can be disrupted. If this happens, we will restore them as soon as we reasonably can.

Where any service is completely disrupted and we do not restore it within 1 business day after you tell us of the disruption, you may ask for a refund of our charges for that service for each day of the disruption. A refund is not available where:

- the disruption or any delay in restoring the service is caused by you or anyone you are responsible for
- the delay in restoring the service is caused by events beyond our reasonable control
- we suspend, restrict or stop providing the service.

To get your refund, you must ask for it within 1 month after we restore the service. We will then refund our charges for the affected service by adjusting your next bill.

Our right to suspend or restrict any service

If you do not pay our charges or meet any responsibilities you have to us, we may suspend or restrict any service at any time.

Where we suspend a service for any of these reasons we may require you to pay a service restoration charge before you can use it again.

We may also temporarily suspend or restrict any service if we think it reasonable or necessary, for example, to work on our Network. – We will provide a minimum of 5 working days notice for any planned outages.

In most cases, normal charges continue to apply during the suspension or restriction of any service.

Our right to stop providing any service

We may stop providing any of our services to you. We may do this at any time if you do not pay our charges or meet your other responsibilities under any agreement you have with us. Otherwise:

- where we have agreed to provide a service for a minimum period, we will continue providing it until the end of that period
- we will always tell you at least 1 month before we stop providing the service.

Intellectual property rights

We have intellectual property rights in all our services including the software forming part of it. These rights include, for example, all copyright, trademark and design rights relating to the services. We retain all our rights when we provide service to you. All information about the design of the service is confidential and you must not copy any of it or disclose it to anyone.

Your right to terminate any service

Termination of an **ezSite maintenance subscription or of a web site hosting agreement with Webdes.co.nz Ltd.** requires 30 days written notice.

- Upon termination of web hosting services with Webdes.co.nz Ltd., the client can expect to own the **"design and current content of the client's site"**. This version will be referred to as the "**static release version"** of the site. – This version **does NOT include** the DYNAMIC functionality of the **ezSite** product and related templates.
- After termination notice, Webdes.co.nz Ltd. will provide a copy of the **static release version** on CD-R. Webdes.co.nz Ltd. will NOT provide a copy of the **ezSite** maintenance product for the client.

Special notes for termination of an ezSite maintenance plan

At no point does the client own the **ezSite maintenance product**. This product makes intensive use of databases that are stored on the Webdes.co.nz Ltd. web server. These databases form an integral part of the **ezSite maintenance product** and are wholly owned by Webdes.co.nz Ltd. The client does not require copies of our databases in order for the **static release version** to be hosted elsewhere.

It should be noted that the dynamic functionality of various sections of your **static release version** will not be operational elsewhere. eg: Search pages, whiteboard, and guest book will not function. These are dynamic functions which are exclusive to sites hosted through Webdes.co.nz Ltd. You will also loose the ability to use any of the maintenance functionality of your site; including your ability to email through your mailing list.

The names and addresses of subscribers to your mailing list could be seen as valuable commercial information which you have obtained through hosting your site with Webdes.co.nz Ltd. – This information will be released to you in a comma separated format for use elsewhere. – In addition to the **static release version** of your site, this is the only data that you can expect to receive upon termination of **the Subscription.**

ezSite Acceptable Use Policy (ezSite A.U.P.)

In addition to the terms laid out in the General Acceptable Use Policy, you should patrol publicly posted areas of your site from time to time to ensure that no member of the public has posted material that is not allowed on the site.

To assist you in your task of policing your site, you will receive an automated email each time material is publicly posted. This email will show you the content of the user's post.

General

Webdes.co.nz Ltd. reserves the right to make alterations to these Terms of Service from time to time, if alterations be made, a copy of any alterations will be circulated by email to the client, this copy will be in a .pdf format.

Each term of service within every agreement you have with us is separately binding. If for any reason we or you cannot rely on any term, all other terms remain binding.

Action needed by you now...

Please read these terms, and the acceptable use policy, sign the agreement below, and return the original to **Webdes.co.nz Ltd.** – We recommend that you keep a copy on file.

_____(Company name), agree to be bound by the above Terms Of Services Agreement and the acceptable use policy.

Signed:_____   Date:_____