

## Standard terms & conditions

This agreement represents the full understanding between Sidebar Ltd ("we", "us", "our") and the party requesting or using our services ("you", "your"). It replaces all previous discussions or agreements, whether written or verbal.

In this agreement:

- Headings have been inserted for convenience only and shall not affect the interpretation of this agreement.
- References to a party or person include any type of entity and their representatives, successors and assigns.
- Singular terms include the plural, and vice versa.
- If there's a conflict between a service agreement and this agreement, the service agreement will take priority.

### 1 – Services

We agree to provide our services to you, and you agree to accept those services under the terms outlined in this agreement.

We agree to:

- carry out our services promptly, ensuring they are completed in a timely, competent, and efficient manner; and
- perform our services with the skill, care, and attention expected of an experienced provider in New Zealand; and
- provide all necessary equipment, materials, and resources required to perform our services effectively; and
- work collaboratively with you and your employees, agents, and other contractors to ensure a smooth process; and
- comply with all relevant laws and regulations in New Zealand while providing our services.

## **2 – Website design and development**

By requesting or using our website design and development services, you agree that:

- all requirements and assumptions are required to be disclosed by you prior to the start of the project so they can be itemised in the project agreement; and
- we have the right to re-estimate the project charges and/or timeframe in the event that additional work is requested or required; and
- project revisions are expected to be styling, text or content updates received in batches in-line with the stage of project; and
- the project is considered to have final approval and be completed on 'go live' with all work requested from that point being considered to be support and charged for accordingly; and
- we can add a small and discreet credit on your website with a link to the our website.

## **3 – Website hosting**

If you request or use our website hosting services, you agree to the terms in our website hosting terms.

## **4 – Domain names**

If you request or use our domain name services, you agree that:

- we will register and manage the domain name on your behalf; and
- the domain name will be renewed and billed for automatically every 12 months, unless terminated at least 60 days before the renewal date; and
- you can request for the domain name to be transferred to another provider at any time.

## **5 – Support**

Our support team are available between the hours of 8.30am to 5.00pm, Monday to Friday (NZT). All requests must be sent to team@sidebar.co.nz and with an expected response time of 2-8 hours. You will be charged in 15-minute increments and at a rate of \$125 per hour (excl tax) for the time that our technicians spend providing support to you.

## **6 – Payment**

Invoices are generated on the 1st day of each month and include service charges for that month, support/ad-hoc charges for the previous month (arrears) and pro-rated services charges for the previous month (arrears). You agree to pay all invoiced amounts on or before the 20th day of the month - the same month as the invoice date - without deduction, deferment or any set-off you may have against us. We accept payment via bank transfer or debit/credit card with details on how to make payment listed at the bottom of each invoice. Where any invoiced amount remains unpaid following the due date for payment, we may withhold the supply of any services, charge interest on the unpaid amounts at a rate of 10% per annum and/or initiate debt collection and/or legal action. You will also be responsible for any costs we incur in recovering overdue payments.

## **7 – Term and termination**

This agreement shall take effect from the moment any services are provisioned by us for you and remain in effect while you are using our services, unless terminated in accordance with these terms. You may terminate this agreement by giving us at least 30 days' written notice and paying any outstanding service charges due for the remainder of the current term, along with any other invoiced amounts owed to us. Terminations take effect at the end of the month following the last day of the notice period. We reserve the right to terminate this agreement or withhold the supply of services to you, if you:

- are more than 14 days overdue on payment, unless you dispute the invoice in writing within 3 days of receiving it; or
- fail to rectify any rectifiable breach of this agreement within 15 days after we notify you in writing; or
- breach any term of this agreement that we believe cannot be rectified; or
- do something that harms your reputation and could damage our own; or
- enter liquidation, have a receiver appointed, go bankrupt, or enter into an arrangement with creditors.

Termination of this agreement does not affect any rights or remedies either party has accrued before the termination.

## **8 – Liability**

We shall not be liable to you or any third parties for any loss, damage, expenses or any other liability arising directly or indirectly from the performance of our services pursuant to this agreement, including, but not limited to, any loss, damages, expenses or any other liability arising from website speed and performance, website downtime, server downtime, API failure or temporary/permanent loss of connection, data loss or corruption, search engine optimisation (SEO), campaign engagement and results, accuracy of information contained in any outputs delivered while providing the services and e-commerce sales.

## **9 – Indemnity**

You acknowledge that you assume sole and entire responsibility for, and indemnify us from, any and all claims, liabilities, losses, expenses, responsibilities and damages by reason of any claim, proceedings, action, liability or injury arising out of or as a result of:

- your conduct in relation to this agreement; or
- your use of any of the material, advice or other results of our services; or
- your relations with your customers and other third parties; or
- any breach of this agreement by you.

To the fullest extent permitted by law, we exclude all warranties or conditions implied by statute, at law, by trade, custom or otherwise.

## **10 – Confidential information**

Confidential information refers to any information, in any form, shared with the recipient, whether it is labeled as confidential or not. This includes information about the business, financial, or commercial activities of the disclosing party or anyone else involved with them, as well as details about contracts or agreements between the disclosing party and others. This clause shall not apply to any information which:

- had been rightfully in the possession of the recipient prior to its disclosure to the recipient; or
- had been in the public domain prior to its disclosure to the recipient; or
- has become part of the public domain by publication or by any other means except an unauthorised act or omission on the part of the recipient; or
- had been supplied to the recipient without restriction by a third party who is under no obligation to maintain such information in confidence; or
- is required to be disclosed by virtue of any law, by-law or regulation or by any applicable judgment of the courts of New Zealand.

Both parties acknowledge that, in the course of us providing services to you under this agreement, each party will have access to confidential information about the other party, and each party agrees that they shall:

- not at any time, either during or following termination of this agreement, except in the proper performance of their obligations under this agreement, either directly or indirectly use, copy, publish or disclose to any person any confidential information; and
- use their best endeavours to prevent the unauthorised use, copying, publication or disclosure of any confidential information which they may acquire during the course of performing their obligations under this agreement; and
- keep the terms of this agreement confidential.

The obligations of confidentiality as contained in this clause shall survive termination of this agreement.

## **11 – Intellectual property**

Intellectual property means all discoveries, inventions, improvements, designs, systems, procedures, computer software and programs (whether denominated software, firmware or otherwise), formulae, trademarks, trade names, copyright materials, patents, any applications or registrations for any of the foregoing, and any other intellectual property whatsoever. Any intellectual property created, developed, or improved by us while providing services, either alone or with other parties, shall be our absolute property which we may exploit or use at our discretion. You will be granted an exclusive, non-assignable license to use any such intellectual property in perpetuity.

## 12 – Miscellaneous

If a party comprises more than one person then each person comprising that party shall be bound jointly and severally.

We enter into this agreement as an independent contractor and you agree that no partnership, employment, joint venture or other relationship shall be implied into the terms of this agreement.

Nothing in this agreement shall prevent or restrict us from entering into agreements with other parties for the provision of services.

Any and all notices related to this agreement must be delivered in person, by courier, or by email. Any notice given after 5.00 pm, or on a day which is not a working day, shall be deemed to be given at 9.00 am on the next working day.

Rights, duties or obligations under this agreement shall not be assignable by any party without the prior written consent of the other party. Any attempt to assign the rights, duties or obligations under this agreement without such consent shall be of no effect.

Any delay or failure to exercise any right under this agreement shall not be a waiver of that right nor any rights on any subsequent occasion.

If any provision of this agreement is found to be invalid, void or unenforceable, it shall be removed and shall not affect the validity, existence, legality or enforceability of the remaining provisions.

Each and all of the several rights and remedies of the parties contained or implied in this agreement shall be construed as cumulative. No right or remedy will be construed as exclusive of the others or of any right or remedy allowed by law or equity.

This agreement shall be governed by and construed in accordance with the laws of New Zealand with any claims or disputes being resolved in the tribunals and courts of New Zealand.

We reserve the right to update these Terms at any time, without notice, and publish them on our website.

*Last Updated: 1 April 2025*