



iConcept Enterprises Ltd.
PO Box 7198
Hamilton East
Hamilton 3247

Terms and Conditions of Trade

Title of Parties

1. The contract for services shall be between iConcept Enterprises Limited and the customer, being the person/entity to whom the quotation is addressed. In the event that no quotation is provided, the customer shall be the person/entity who instructed iConcept Enterprises Limited to undertake the web design, and/or web hosting, services.

Services

2. This Service Agreement (Agreement) applies to the purchase of all services, including but not limited to, web design, web hosting, programming, and technical support services (collectively, the Services) provided by iConcept Enterprises Limited. iConcept Enterprises Limited reserves the right to amend its web hosting and related Service offerings at any time and to determine whether and when any such changes apply to both existing or future customers.

Intellectual Property

3. Upon receipt of full payment by iConcept Enterprises Limited, the intellectual property in the work commissioned by the customer shall pass to the customer. The intellectual property rights in the work commissioned shall be the property of iConcept Enterprises Limited until full payment is received by iConcept Enterprises Limited.

Acknowledgement of Design and/or Hosting by iConcept Enterprises Limited

4. The customer shall permit iConcept Enterprises Limited to display a discrete notice on its website advising viewers that the website was designed by and/or is hosted by iConcept Enterprises Limited.

Billing and Payment

5. Invoices are due for payment on the 20th of the month following the date of invoice.
6. A late payment charge of 2.5% per month is payable on overdue amounts. In addition, the customer shall be liable for any costs incurred by iConcept Enterprises Limited in collecting overdue amounts, including iConcept Enterprises Limited's solicitor's costs on a solicitor/client basis.
7. iConcept Enterprises Limited reserves the right to change web hosting rates by notifying the customer thirty (30) days in advance of the effective date of the change.
8. Accounts unpaid after the due date may have services suspended or terminated. Such suspension or termination shall not relieve the customer of their obligation to pay the fees and charges due.

Automatic Hosting Renewal

9. Unless requested by the customer to cancel the account, iConcept Enterprises Limited will automatically renew the customer's web account on its renewal date. To cancel the contract, the customer must email support@iConcept.co.nz requesting account termination.

Limitation of Liability and Indemnity

10. While all care is taken by iConcept Enterprises Limited, its directors, sub-contractors, and employees, liability in tort or otherwise is limited to the price of the web design or web hosting services provided. In particular, and without limiting the generality of this clause, iConcept Enterprises Limited and its directors, sub-contractors and employees shall in no circumstances be liable for economic or consequential losses.
11. The customer indemnifies iConcept Enterprises Limited from an claims, losses, liabilities and expenses related to, or arising out of, the services provided by iConcept Enterprises Limited including, without limitation, claims made by third parties (including the customer's customers) related to any false advertising claims, liability claims for products or services sold by the customer, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided or for any content submitted by the customer for publication by iConcept Enterprises Limited.
12. iConcept Enterprises Limited shall not be responsible for any economic or consequential losses which may arise from iConcept Enterprises Limited's Services going off-line or being unavailable for any reason, or resulting from the corruption or deletion of any web site hosted with iConcept Enterprises Limited.
13. iConcept Enterprises Limited does not represent or warrant that the customer will receive continual and uninterrupted service.
14. The customer is responsible for all activity originating from the account unless proven to be a victim of outside hacking or address forgery.
15. iConcept Enterprises Limited is not responsible for customers' files residing on iConcept Enterprises Limited's servers or any server of a sub-contractor of iConcept Enterprises Limited. The customer is solely responsible for independent backup of data stored or published.
16. iConcept Enterprises Limited is not liable for protection or privacy of electronic mail or other information transferred through the internet or any other network provider the customer may utilise.

Acceptable Use

17. In using iConcept Enterprises Limited's services, the customer agrees to abide by iConcept Enterprises Limited's Guidelines for Acceptable Use. iConcept Enterprises Limited shall be the sole arbiter of what is and is not acceptable use and reserves the right to:
 - terminate without notice, any account considered to be engaged in unacceptable activity or that causes harm to any of iConcept Enterprises Limited's customers' web sites;
 - delete all content and files of a terminated account;

- withhold any pre-paid funds for any site removed for engaging in unacceptable activity;
- refuse, cancel, or suspend services at our sole discretion.

Guidelines for Acceptable Use

18. iConcept Enterprises Limited's services may be used for lawful purposes only. Any illegal use of our services or use that may subject us to liability is unacceptable.

Pornography and sex-related merchandising, or links to such material, even if legal, is not acceptable use of our services unless prior consent to a customer has been given. Consent can only be granted to a customer by iConcept Enterprises Limited. You must contact us if you intend to use our services for this purpose.

Running programs in the background without iConcept Enterprises Limited's prior written authorization, or running chat rooms, Internet Relay Chat, IRC bots, and the like are not acceptable uses of iConcept Enterprises Limited's services.

19. Use of iConcept Enterprises Limited's Services constitutes acceptance and agreement to these Terms and Conditions of Trade.

20. Non-enforcement of any part of these Terms and Conditions of Trade does not constitute iConcept Enterprises Limited's consent.

21. iConcept Enterprises Limited reserves the right to change these Terms and Conditions of Trade without prior notice.

Violations of these Terms and Conditions should be referred to abuse@iConcept.co.nz