

# Terms of Trade JeRo Internet Engineering

## 1. DEFINITIONS

“CUSTOMER” shall mean the individual, company, partnership or other entity engaging the services of JERO INTERNET ENGINEERING LTD and any person acting on behalf of the CUSTOMER.

“JERO INTERNET ENGINEERING LTD” or “JERO” shall mean JERO INTERNET ENGINEERING LTD, or any contractors, agents or employees thereof

## 2. ACCEPTANCE

1. Any instructions received by JERO from the customer for the supply of services shall constitute a binding contract on, and acceptance by the customer of, the terms and conditions contained herein.

## 3. PRICE

1. Unless specified in writing to the contrary any indication of PRICE for the provision of services by JERO is by way of an estimate only and shall not be binding on JERO. If there are any changes to the initial quote then the customer will be notified in writing prior to work being carried out. All deposits made to JERO are non-refundable.

## 4. SERVICES

### (I) WEBSITE DESIGN & BUILD

1. Refer to our Design & Development process for the design and build process

### (II) WEBSITE HOSTING

1. JERO web hosting facilities are contracted to third party suppliers but the terms and conditions of the contract require JERO to be the sole point of contact for such service. JERO will use all reasonable endeavours to ensure that sufficient capacity is maintained on their third party computer facilities to enable users to access the customer's website. Because they do not own or control all the facilities and communication lines necessary for access, JERO cannot guarantee that access will be uninterrupted or error free. JERO do however have a contract in place between themselves and the third party to ensure that a good service level is maintained.
2. JERO will keep all of the customer's user names and passwords in relation to the website confidential.
3. While JERO do backup their servers it is recommended that the customer stores a backup of their website as JERO do not guarantee their backups.
4. A hosting term of a minimum of one years from the date of the final website design and build payment will apply. After the end of the Minimum Term, either party may cancel this Agreement on 1 month's written notice to the other.
5. If at the end of the Minimum Term the customer wishes to transfer their domain name and/or website hosting to a third party provider, then JERO reserves the right to charge \$130 per hour per domain name to manage the transfer.

### (III) POST GO LIVE SUPPORT

1. All customers are allocated 10 minutes a month of website update time free of charge. JERO reserves the right to charge \$130 per hour thereafter when requested by the customer to make updates to their website

## 5. PAYMENT

The Customer agrees to pay the charges for the following services as follows:

## (I) WEBSITE DESIGN AND BUILD

1. Total payment will be invoiced over two instalments. Once an Agreement has been signed a payment of 1/2 of the total quoted amount will be payable immediately. The second instalment will be invoiced after the website has been built and presented to the customer for approval to Go Live.

## (II) HOSTING SERVICES

1. The costs for the customer's hosting services are payable annually or monthly if agreed to by JERO in writing and will commence from the date of Go Live.
2. If the customer does not pay the charges on time JERO may, at their option

(a) Refer the customer's account to a debt collection agency; and/or

(b) If the customer's account is overdue for a period of ten (10) days or longer, JERO is entitled to disconnect any Services supplied. The customer agrees to JERO charging a late payment fee on any overdue amounts on an invoice at the rate of 2% per month.

(c) The customer agrees to pay all costs incurred in recovering outstanding amounts from them including any debt collection and legal fees.

## 6. MARKETING

The customer agrees that JERO may:

1. Include a reference on the bottom of their website, crediting the design, development and hosting of the website to JERO.
2. List the website on any marketing materials, including the JERO website.

## 7. TERMINATION

JERO may immediately terminate this Agreement in relation to any or all services acquired by or provided if:

1. The customer is in breach of any provision of these terms and conditions and has not remedied that breach within 10 days of receiving notice from JERO;
2. JERO third party contracted web hosting facilities cease (or in JERO reasonable opinion) are likely to cease on a permanent basis or are terminated.

## 8. FAIR USE

### (I) EMAIL

1. JERO reserves the right to charge the customer an additional monthly fee if the customer's email storage exceeds what would be considered by JERO to be 'fair use'.

### (II) DATA ENTRY

1. JERO will endeavour to complete all data entry for a customer as part of a new website build. However, if the amount of data, or the format of the data, is such that it would be unreasonable for JERO to complete all the data entry, then JERO will raise this with the client and state what data JERO will agree to enter.

Sign below to confirm acceptance of terms and conditions

I, \_\_\_\_\_

on behalf of \_\_\_\_\_

agree to be bound by the above terms and conditions.

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

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