



## **BOOST MARKETING NZ - TERMS AND CONDITIONS 2016**

### **2016 Definitions:**

**The Client:** The company or individual requesting the services of Boost Marketing NZ.

**Boost Marketing NZ:** Digital Marketer, Site owner & employees or affiliates.

### **General:**

Boost Marketing NZ will carry out work only where an agreement is provided either by email, telephone, mail or in personal meetings. Boost Marketing NZ will carry out work only for Clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Boost Marketing NZ and the Client, this includes telephone and email agreements. For SEO & Digital Marketing Packages and new Website Design/Development work a written contract will be signed by both the Client and Boost Marketing NZ before work commences.

### **Website SEO (Search Engine Optimisation):**

Boost Marketing NZ's Search Engine Optimisation is a service that is separate to website design and development. Due to external factors, such as changes to the way search engines rank websites, Boost Marketing NZ cannot offer any guarantees regarding the position that will be achieved for websites. Boost Marketing NZ cannot accept liability for any change in rankings, or drop off in the position of a website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

Boost Marketing NZ uses 'white hat techniques' when optimising websites and always aim to achieve improved rankings for a website within six months of undertaking the optimisation process. Due to the work involved SEO & Digital Marketing Packages are undertaken with a signed written contract for a specified period of 3, 6, or 12 months.

Website optimisation can provide a good SERP (search engine ranking position) but Boost Marketing NZ cannot guarantee an increase in business that is attracted. The Client accepts that external factors to Boost Marketing NZ, such as costs, customer service and other factors all play an important part in generating new business.

### **Digital Marketing:**

Where the Client employs Boost Marketing NZ to manage digital marketing including marketing on the Google and Facebook platforms, the following terms apply:

The Client agrees to an advertising spend of their available budget. If and when that credit runs out, ads will cease to display on the ad network until the budget is renewed at the beginning of the following month. If the Client wishes to increase or decrease the monthly spend, they must notify Boost Marketing NZ in writing. The monthly spend will be charged separately by either Google or Facebook and charged direct to the Client's credit card (if the Client gives access).

Boost Marketing NZ can make some predictions about the potential website traffic gains the Client can expect while the digital marketing is in progress. The Client accepts that Boost Marketing NZ makes no guarantees or predictions in regards to earnings and/or conversions.

The Client will have the opportunity to review advertisements before they go live. It is the Client's responsibility to ensure that no incorrect or misleading information features in the advertisements.

### **Social Media Marketing:**

Where the Client employs Boost Marketing NZ to manage their social media platforms such as Facebook and Twitter, the following terms apply:

**APPROVAL OF CONTENT:** The Client will have the opportunity to approve content for 'status updates' before the content goes live. In some cases, the Client may give clearance for Boost Marketing NZ to make updates without the content being approved prior to it being posted online.

**TWITTER SYNCHRONISING:** If the Client requests it, Boost Marketing NZ can synchronise Facebook status updates with the Client's already established Twitter account. This is free and inclusive with Facebook Page management plans.

**MARKETING:** Boost Marketing NZ reserves the right to use any social media profiles that under Boost Marketing NZ management as marketing material, including the disclosure that the profile is being managed by Boost Marketing NZ.

**ACCESS TO ACCOUNTS:** The Client must give Boost Marketing NZ access to their social platform accounts in order for us to manage their account.

**CANCELLING OF FACEBOOK MANAGEMENT PLANS:** The Client may cancel their plan at any time, but must give 30 days notice of the cancelling of the plan. If the Client removes access from the account without giving 30 days notice to end the contract, the Client is still liable for work done in advance by Boost Marketing NZ.

**CLOSURE OF PAGES/PROFILES:** While Boost Marketing NZ makes every effort to comply with Facebook guidelines, these guidelines are ever-changing and from time to time, rules may be broken. Boost Marketing NZ limits all liability relating to the closure of accounts and subsequent losses the closure causes.

### **Social Media Marketing - Profile Setup:**

Following Boost Marketing NZ's establishing the Client's business on social media platforms, the Client is solely responsible for any data, text, software, music sound, images, photographs, graphics, video,

messages, files or other materials (“Content”) which is transmitted, posted, or distributed by the Client through the social media channel. This includes, but is not limited to information, photos or images posted by the Client or posted to the Client’s social media channel.

Boost Marketing NZ does not own or control the content posted by Clients and, does not guarantee the accuracy, integrity or quality of such content.

The Client may be exposed to content posted by other users that may be offensive, indecent or objectionable. Under no circumstances will Boost Marketing NZ be liable in any way for any content posted by any user or third party, including, but not limited to, liability for any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted.

Boost Marketing NZ will not be held responsible for non-compliance of social media channel policies in which violations of those policies may result in closure or suspension of Client accounts.

#### **Website Design:**

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Boost Marketing NZ cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics and any programming code remain the property of Boost Marketing NZ until all outstanding accounts are paid in full.

Any scripts, CGI applications, PHP scripts, or software (unless specifically agreed) written by Boost Marketing NZ remain the copyright of Boost Marketing NZ and may only be commercially reproduced or resold with the permission of Boost Marketing NZ.

Boost Marketing NZ cannot take responsibility for any copyright infringements caused by materials submitted by the Client. Boost Marketing NZ reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any additions to briefs provided will be carried out at the discretion of Boost Marketing NZ and where no charge is made by Boost Marketing NZ for such additions, Boost Marketing NZ accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

Boost Marketing NZ cannot guarantee to meet deadlines and quotes when the Client makes alterations to the initial brief.

The Client agrees to make available as soon as is reasonably possible to Boost Marketing NZ all materials required to complete the site to the agreed standard and within the set deadline.

Boost Marketing NZ will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Boost Marketing NZ will not be liable or become involved in any disputes between the site owner and their Clients and cannot be held responsible for any wrong doing on the part of a site owner. E.g. Any disputes regarding content/images that have been provided to us for inclusion on the site.

Boost Marketing NZ will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Client or any of the Clients appointed agents.

Boost Marketing NZ will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

For all new website design and development work a 30% deposit is required at the time the contract is signed by both the Client and Boost Marketing NZ. Once any work has been completed the final balance of payment is then due in accordance with Boost Marketing NZ payment terms. There are no exceptions to this, i.e If the Client decides they no longer want the design or website, as they have commissioned the work they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the Client's satisfaction and no refunds can be offered.

#### **Database, Application and E-Commerce Development:**

Boost Marketing NZ cannot take responsibility for any losses incurred by the use of any software created for the Client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the Client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by Boost Marketing NZ remain the copyright of Boost Marketing NZ and may only be commercially reproduced or resold with the permission of Boost Marketing NZ.

Where applications or sites are developed on servers not recommended by Boost Marketing NZ, the Client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the Client's responsibility to provide a suitable testing environment which is identical to the final production environment.

The Client is expected to test fully any application or programming relating to a site developed by Boost Marketing NZ before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Boost Marketing NZ will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

#### **Compatibility:**

Boost Marketing NZ will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed on the two latest versions of Safari, Internet Explorer, Chrome, and Firefox at the time of development. Boost Marketing NZ can offer no guarantees of correct function with all browser software.

**Website Hosting:**

No guarantees can be made as to the availability or interruption of this service. Boost Marketing NZ cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Clients are not obligated to host websites with Boost Marketing NZ.

Boost Marketing NZ reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

**External/Third Party Website and Email Hosting:**

Websites and email accounts can be hosted with third party providers and Clients are not obligated to host with Boost Marketing NZ. In this instance, Boost Marketing NZ will deliver all website files to the Client upon full payment of the account and once the Client has advised in writing that they are satisfied with the website, as it displays and functions on the Boost Marketing NZ test server. In doing so, Boost Marketing NZ waives all responsibility for the hosting of the website.

If the Client wishes to host their email account(s) with a third party hosting company, Boost Marketing NZ waives all responsibility for the delivering and receiving of emails. Boost Marketing NZ will test email functionality on Boost Marketing NZ servers to ensure that the email system is working correctly before handing over to the Client.

**Boost Marketing NZ Website :**

Boost Marketing NZ reserves the right to promote its Clients website links, branding and photos on the Boost Marketing NZ website for promotional purposes.

**Limited Liability:**

The Client shall limit liability to Boost Marketing NZ, and its partners and independent contractors from and against any and all demands, claims, damages to persons or property, losses and liabilities including reasonable attorneys' fees arising out of or caused by Boost Marketing NZ, its employees, agents and others acting on its behalf, actions in connection with the preparation and providing of the services.

**Non Payment of Account:**

If the Client has an overdue account with Boost Marketing NZ, Boost Marketing NZ reserves the right to cease work until the account is paid in full.

**Payment of Accounts:**

1. PAYMENT TERMS: Terms of payment are 7 Days from date of invoice for all work with the exception of SEO Package rates which will be invoiced at the end of the month and to be paid by the 20<sup>th</sup> of the following month, unless otherwise arranged in advance and confirmed in writing by Boost Marketing NZ. We reserve the right to require either security or payment in advance before any service.

2. INTEREST AND LEGAL EXPENSES: If you fail to make a payment by the due date you shall be liable to pay us: (a) Default interest on the amount outstanding calculated at 18% per annum, and shall accrue after as well as before judgement. (b) All expenses, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to your account and you as the Client are liable for its payment.

3. ACCEPTANCE: Any instructions received by the contractor from the Client for the supply of goods and or services, shall constitute acceptance of the terms & conditions contained herein. Boost Marketing NZ retains full ownership of all work including concepts and mock-ups until full payment is made.

**Progress Payments:**

Boost Marketing NZ invoices “progress payments” on the last day of the month, or when work is complete, whichever is soonest. For example, if work on a design or development project exceeds 30 days, the Client will be invoiced for the work that has already been completed.

**Privacy:**

Boost Marketing NZ will not share or sell any of the Client’s contact details with third party companies, without express permission.

**Access to Design Files:**

The Client will have access to designs such as logo or mascot designs in PDF, JPG or PNG files. The Client may be required to pay for the delivery of design files if requested. Boost Marketing NZ reserves ownership of all AI and PSD design files which can be purchased by the Client.

**Email Communication and Promotions:**

From time to time, Boost Marketing NZ may email or mail the Client information relating to the company and services or promotions being offered.

**Consent:**

An order given to Boost Marketing NZ to proceed with provision of our services by a Client is deemed as giving consent to the terms and conditions contained herewith.

**0274 23 95 92**

**[WWW.BOOSTMARKETINGNZ.COM](http://WWW.BOOSTMARKETINGNZ.COM)**