

NAVCO.AGENCY

We Create Beautiful Online Experiences

Project Terms of Service

These Terms and Conditions are entered into by and between NAVILLUS Company Ltd T/a NAVCO.AGENCY (“Contractor”) and the above-identified (“Client”) and form an agreement governing the provision of services by Contractor for Client pursuant to Contractor’s above proposal (the “Proposal”, and together with these Terms and Conditions, the “Agreement”). Contractor and Client may be referred to herein individually each as a “Party” and collectively as the “Parties”.

Effective Date. This Agreement will become effective on the date of Client’s acceptance of Contractor’s Proposal.

Services. Contractor will provide the Client with the services set forth in the Proposal (the “Services”) pursuant to the schedule or time frame specified in the Proposal (the “Schedule”, or if no such Schedule is specified, within a reasonably timely manner). With regards to website hosting, the client understands that should they opt out of hosting services as set forth in the proposal, they will have the soul responsibility of arranging a hosting plan for their site without the help of the contractor.

Client Cooperation. Client acknowledges and agrees that Contractor’s timely and professional provision of the Services is dependent and subject at all times to Client’s cooperation and timely provision of all content and materials necessary for the completion of the Services (the “Client Materials”).

Fees. As compensation for the Services, Client will pay Contractor the fees as set forth in the Proposal (the “Fees”). The Fees as set forth in the Proposal are exclusive of any taxes, assessments or other governmental charges.

Payment. The Fees will be paid by Client to Contractor pursuant to the Schedule set forth in the Proposal, or if no such Schedule, within 10 days following Contractor’s submission of an invoice to Client. In the event that Client fails to pay the Fees within 30 days of being due, Contractor may charge penalty interest of 20% per MONTH or the greatest amount permitted by law, whichever is lower.

Changes. In the event Client makes any requests for additional work beyond the scope of the Services set forth in the Proposal, Contractor may amend the Fees or otherwise provide Client with a separate proposal for such additional work which will be mutually executed by the Parties.

Expenses. Client will reimburse Contractor for all reasonable expenses, as set forth Contractor’s invoice or as otherwise pre-approved by Client in writing.

Term. This Agreement will become effective on the Effective Date and continue until terminated by either Party as set forth herein.

Termination for Cause. Either Party may terminate this Agreement in the event the other Party is in material default of this Agreement and fails to cure such default within 10 days following written notice of the default to by the non-defaulting Party.

Termination without Cause. Either Party may terminate this Agreement upon 10 days following written notice to the other Party. Upon termination by Client as set forth in this section, Client will pay to Contractor all Fees and expenses incurred for Services performed by Contractor prior to the effective termination of this Agreement.

Representations and Warranties. Each Party represents and warrants to the other Party that it has the full right and power to enter into this Agreement, and that the terms of this Agreement do not in any way conflict with any existing commitment of that Party.

Client Materials. Client grants Contractor the right to use the Client Materials for the purpose of providing the Services pursuant to this Agreement. Client understands and acknowledges that Client is solely responsible for the content, completeness and accuracy of all materials provided by Client to Contractor for the completion of the Services. In no event will Contractor be liable for any inaccuracy, error, mistake or insufficiency resulting from Contractor’s use of the Client Materials.

Confidentiality. “Confidential Information” means any information that either Party discloses or provides access (directly or indirectly) (the “Disclosing Party”) to the other Party (the “Receiving Party”) in any and all mediums (whether oral, written, graphic or in any other form). The Receiving Party agrees that it will take all reasonable precautions to protect and safeguard the Confidential Information and will not disclose any Confidential Information except (1) to those of its employees, officers, consultants, attorneys or accountants who have a need to know the Confidential Information and are bound to confidentiality obligations similar to those set forth in this Agreement; or (2) if the Receiving Party is required to disclose the Confidential Information in connection with any judicial, governmental, or administrative proceedings or pursuant to applicable law. This section will survive the termination of this Agreement.

DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES ARISING FROM ERRORS, MISTAKES OR INACCURACIES IN CLIENT CONTENT; LOSS OF USE OR PROFITS RESULTING FROM THE USE OF ANY DELIVERABLES PROVIDED BY CONTRACTOR; OR ANY EVENTS BEYOND THE REASONABLE CONTROL OF CONTRACTOR, INCLUDING INTERNET FAILURES, ACTS OF GOD, WAR, TERRORISM, FIRES, FLOODS, OR NON-PERFORMANCE BY ANY THIRD PARTIES. CONTRACTOR DISCLAIMS ALL WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER EXPRESS OR IMPLIED, IN CONNECTION TO THE RESULTS THAT MAY BE OBTAINED FROM CLIENT’S USE OF THE SERVICES OR THE DELIVERABLES PROVIDED IN CONNECTION WITH THE SERVICES.

Limitation of Liability. To the fullest extent permitted by law, in no event, whether the claim is based in contract, tort, strict liability, or otherwise, will Contractor’s aggregate liability to Client arising out of or in connection to this Agreement exceed the Fees actually paid by Client to Contractor pursuant to this Agreement during a period of twelve (12) months preceding the event giving rise to such liability. This section will survive the termination of this Agreement.

Indemnification. Client agrees to defend and hold Contractor harmless against all actual or alleged claims, damages, costs, liability and expenses (including, but not limited to, reasonable attorneys’ fees), arising out of, or related to, Client’s breach of this Agreement and Contractor’s use of any Client Content pursuant to this Agreement. This section will survive the termination of this Agreement.

Conflict. In the event of any conflict between the terms of these Terms and Conditions and the terms of the Proposal, the terms set forth in these Terms and Conditions will control with respect to such conflict, unless stated otherwise in the applicable Proposal.

Notices. Any notice given by one Party to the other Party in connection with this Agreement will be given in writing and will be sent by email, first class mail, or certified or registered mail with return receipt requested, and will be deemed to have been given 30 days after mailing, 72 hours after transmission of email, or immediately upon explicit acknowledgement of receipt. Notice may be provided to the addresses for the Parties as set forth on the Proposal, or to such other addresses as the Parties may from time to time notify each other in writing.

Relationship of the Parties. The relationship of the Parties is that of independent contractors. The Parties agree that this Agreement does not create an employment, partnership or similar relationship between the Parties.

Modification and Amendment. This Agreement may be modified, supplemented, amended or revised only in a writing signed by both of the Parties.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of New Zealand, without regard to any conflict of law principles.

Venue. Any legal action or proceeding relating to this Agreement will be instituted in the courts of New Zealand. The Parties agree to submit to the exclusive jurisdiction of such courts in any such legal action or proceeding.

Assignment. This Agreement is specific to the Client and may not be assigned, in whole or in part, by Client without the express written consent of the Contractor.

Severability. If any provision of this Agreement is held invalid or unenforceable, whether in whole or in part, for any reason, such holding will not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Waiver. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver, nor will any waiver constitute a continuing waiver or be deemed a waiver of any other provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all other agreements between the Parties, whether written or oral, with respect to the subject matter hereof.

NAVCO.AGENCY

Signed:

**NAVILLUS COMPANY LTD
T/A NAVCO.AGENCY**

A handwritten signature in black ink, appearing to read 'Cian Sullivan', written in a cursive style.

Cian Sullivan
Director

Client Signature & Details: