

Terms & Conditions

Definitions

Mooce Website Design is referred to as Mooce, We, Us, Our.

The Client is referred to as the Customer, You, Your.

1. Summary

- 1.1. We endeavour to fulfill the needs of you, our client. We have no desire for you to sign a contract that you do not understand. If you have any questions, please contact us.

2. Our responsibilities to you

- 2.1. We have the experience, knowledge and ability to perform the services outlined on this website for you. We will carry these services out in a timely and professional manner, responding to all of your queries with minimal delay.
- 2.2. We will endeavour to meet all set project deadlines but we cannot be held responsible for missed deadlines where the client has been late in supplying required project material, or is late in approving and signing off work throughout the development process.
- 2.3. We will maintain the confidentiality of all information provided to us by the client. We cannot however be held responsible for information that you provide to other websites linked to via our website. Please refer to our privacy policy for additional information.

- 2.4. If required, we will provide quotes and/or estimates before undertaking any additional work that is requested by you.
- 2.5. We will make every possible effort to resolve any issues, in the event that they arise, following the launch of your website.

3. Your responsibilities as our customer

- 3.1. As a customer of Mooce, you have the authority to enter into this contract and make decisions relating to the website/app design, on behalf of the company, entity, or organization that you represent.
- 3.2. You agree to provide Mooce with all project specific content required to complete your project at no cost to Mooce, and in a reasonable format that we can utilize. Examples of project content that may be required can include; text content, images and photos, logos and branding, and any other information that is relevant. You agree to provide all such material by any dates specified in the project schedule.
- 3.3. You agree to review work produced by Mooce at milestones as defined in the project schedule. You understand that this provides you the client, with opportunity to provide feedback to Mooce. You understand that your project cannot proceed until you the client, have provided written approval of work at each of the milestones defined in the project schedule.
- 3.4. You agree to provide Mooce with a project brief and/or your project requirements via email or in written form.
- 3.5. You agree to keep to the payment schedule as set out in these terms and conditions.

4. Website Design

- 4.1. Your website will be built and designed based on the brief/website

requirements provided by you.

- 4.2. Your website includes up to two design concepts, with up to three rounds of design revision if required. You agree to provide timely approval of designs and revisions via email.
- 4.3. You agree to provide us with photographs and images in digital format, at no cost to Mooce. If you choose to purchase stock photographs or images we can suggest vendors.
- 4.4. You agree that where a website agreement incorporates a content management system (CMS) it is not the responsibility of Mooce to upload content to the website on your behalf, unless stated otherwise. Should you require content to be uploaded prior to, or after the launch of your website, Mooce can provide this service for an additional fee.
- 4.5. You understand that Mooce will not proofread and correct any text content provided by you unless otherwise stated.
- 4.6. Mooce takes no responsibility for any matters relating to copyright infringement or plagiarism based on text content, images or photography, and or any other information or materials we receive from you. You understand that Mooce cannot take responsibility for ensuring that website material provided by you, for the purpose of the services provided are not under copyright. If material you have provided to Mooce is found to be under copyright we will, in accordance with the Copyright Act 1994, remove such materials from your website as required. Any costs relating to copyright infringement will be met by you, the client.
- 4.7. Mooce may choose to feature your website, including links, on our website. This publicity has the potential to generate traffic for your website while also promoting our work. Mooce will include at the bottom of your website a discrete label and link stating that Mooce has designed and developed your

website.

- 4.8. You accept and understand that to offer the most efficient and effective service possible, Mooce will carry out all communications with the client remotely, regardless of the client's location. Examples of this type of communication include email and screen sharing.
- 4.9. Your website will function and display correctly on all modern web browsers.
- 4.10. Should you want to include any third party software within your website, Mooce cannot be held responsible for issues relating to compatibility, functionality or suitability of that software. Mooce cannot be held responsible for the installation or maintenance of any third party software installed within your website.

5. Website Hosting & Domain Name(s)

- 5.1. Unless otherwise stated in the Project Agreement, your website will be installed on Mooce's hosting infrastructure and for this reason, Mooce will assume responsibility for hosting your website.
- 5.2. If you are the owner of an existing domain name, this can be used for your website, however no discount will apply to initial or recurring costs relating to the website package that you have selected.
- 5.3. You agree to pay the monthly hosting and services fee that corresponds to the features included in your website, as outlaid in the pricing section of our website.
- 5.4. Should you decide to cease hosting your website through Mooce, Mooce can provide you with a copy of your website at the date of cancellation. You understand that the copy of your website may exclude any third party or commercially licensed software that was integrated into your website. Mooce cannot take responsibility for the operation and functionality of your website on

another hosting provider. All requests to cancel website hosting, email hosting and domain name registration services must be done so in writing three months prior to the cancellation date and until such notice is received, you will be charged for these services.

- 5.5. Mooce will always endeavour to maintain your website and ensure that your website is running at optimum speed. Mooce cannot however be held liable by the client for issues relating to external servers, such as website speed or up-time, in the event that these arise.
- 5.6. Mooce reserves the right to cancel hosting of your website and/or email services if deemed necessary by Mooce. Mooce is required to give you at least one months notice before cancelling these services.

6. Email

- 6.1. Correspondence received by email accounts created by Mooce for your website can be automatically forwarded to another email address, provided that you own that email address.
- 6.2. Mooce cannot be held responsible for loss of business in the event that email correspondence is not received or delivered via an email address created by Mooce.

7. Payment Schedule, Project Schedule & Project Contract

- 7.1. Mooce will quote project costs based on project features and requirements that have been provided by you, the customer, in written form or via email..
- 7.2. You understand that a 30% deposit (based on initial quotation) must be received by Mooce before work on your website can begin. This deposit will be paid following your agreement to the project contract and schedule. Mooce assumes responsibility for preparing all project documentation, including

contract, proposal and project schedule. The project documentation will accurately reflect the package that you have selected and any additional project requirements that you have stated.

- 7.3. The remaining 70% of the initial quotation, in addition to any other agreed work that has been incurred during the project, will be invoiced on completion of project specific milestones, as agreed between Mooce and you, the client.
- 7.4. All invoices are due 14 days from invoice date unless otherwise stated.
- 7.5. If you the client, request that Mooce should cease working on your project prior to final payment being made, any refund owed to you by Mooce will be calculated after deductions have been made for work already undertaken by Mooce.
- 7.6. Any outstanding invoice will incur an administration fee of \$80+gst per month until the account is paid in full. If deemed necessary Mooce may suspend without notice the website, email, hosting and all other services covered by this contract until full payment of any outstanding amount has been met.
- 7.7. Mooce reserves the right to refer the payment of any outstanding accounts to a collection agency. Any fees associated with the collection of outstanding accounts will be passed to the client.
- 7.8. Any additional fees incurred as a result of payments made through PayPal or through international money orders or processing will be payable by the client.

8. Copyright & Intellectual Property

- 8.1. Mooce will retain intellectual property/copyright on all designs, sketches, computer code and other documents prepared by Mooce and commissioned by the client until these have been completed by us and paid for in full, by the client. The client, having paid in full for these goods and services will not on-sell or copy any design or web page for purposes other than those for which they

were intended.

All coding, programming, products and customisations to existing products developed for the client by Mooce remain the intellectual property/copyright of Mooce and as such, cannot be sold, edited or adapted in any way without written consent from Mooce to the client.

- 8.2. Mooce provides no guarantee that the client will obtain copyright for materials created and developed by us, for any reason and as such, Mooce cannot accept liability for this occurring.

9. Legalities

- 9.1. Mooce cannot guarantee that the functions contained within individual web pages or in the completed website will always be error-free nor can Mooce be held responsible for issues that might arise due to web browsers, computer settings, and/or other technologies changing.
- 9.2. Mooce will not be held responsible for any delay, default loss or damage due to any industrial disputes, accidents, Acts of God, equipment failure or mischievous damage or other causes beyond the control of Mooce.
- 9.3. Any complaint must be made in writing within 21 days after receipt of the goods and services offered by Mooce. Any complaints received after 21 days will be null and void.
- 9.4. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions. The client understands and agrees that all work undertaken by Mooce contains no scandalous, illegal or libellous matter or is in breach of the Fair Trading Act 1986.
- 9.5. Mooce reserves the right to change pricing structures if deemed necessary.

- 9.6. Mooce reserves the right to cancel a Project Agreement after any such project has commenced.
- 9.7. In the event of a Project Agreement being cancelled by Mooce or by you, a fee for work completed, based on the payment schedule and expenses already incurred by Mooce, shall be paid to Mooce by you the client.
- 9.8. Mooce reserves the right to make changes to these Terms and Conditions without notice. For the avoidance of doubt, any such changes will operate prospectively from the time that the revised Terms and Conditions are published on the Mooce website.

10. Limitation of Liability

- 10.1. In no event will Mooce or its employees be held liable for any incidental, indirect, consequential, punitive or special damages of any kind, or any other damages whatsoever, including without limitation, those resulting from loss of profit, loss of contracts, loss of reputation, goodwill, data, information, income, anticipated savings or business relationships, whether or not Mooce has been advised of the possibility of such damage arising out of or in connection with Mooce services.

11. Disclaimer

- 11.1. Mooce disclaims all responsibility for ensuring Internet traffic to the clients website, for listings of the clients website on search engines or for increases in the clients business operations on completion and launch of the clients website.