

Last Updated: 8th November 2016

These Terms and Conditions apply to the use of this web site, including the purchase of any goods, products or services (together, the Services) supplied to you by Webconnect. By using this web site for these or any other purposes, you agree to be bound by these Terms and Conditions.

If you do not accept these Terms and Conditions, you must refrain from using the web site.

Part 1

1) The Subscriber is required to:

1. Comply with all applicable laws, regulations, standards and codes, including in particular (but not limited to) the Privacy Act 1993, the Fair Trading Act 1986, the Copyright Act 1994, the Defamation Act 1992 and the Crimes Act 1961.

2. Use the Services for lawful purposes only. Transmission or storage of any information, data or material in violation of any New Zealand law is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret or other statute. The Subscriber agrees to indemnify and hold harmless webconnect from any claims resulting from the use of the service which damages the Subscriber or any other parties.

NOTE: Pornography and sex-related merchandising are prohibited on any Webconnect server. Webconnect will be the sole arbiter as to what constitutes a violation of this provision.

NOTE: Spamming, or the sending of unsolicited email, from a Webconnect server or using an email address that is maintained on a Webconnect machine is STRICTLY prohibited. Webconnect will be the sole arbiter as to what constitutes a violation of this provision.

3. Ensure that all information provided to us is current and correct.

4. Ensure that all people who use the Services provided to the Subscriber or via the Subscriber's account also complies with these Terms and Conditions.

5. Maintain the confidentiality of the Subscriber's user name, login, password, and any other account information and/or identifier provided to the Subscriber in relation to the Services. The Subscriber accepts complete responsibility for all use of the account and of all identifier(s), and Webconnect is entitled to rely entirely upon use of any password or other identifier as evidence of the Subscriber's identity and authority.

2) Payment

The name that will appear on your statement will be Webconnect. The Subscriber agrees to pay for the Services provided to the Subscriber or under the Subscriber's account, regardless of whether it is the Subscriber or someone else who uses them.

Services shall not be deemed to have been purchased nor will they be provided until payment is made in full. Payment may be made on-line with the purchaser's credit card, or by cheque or direct credit to our bank account. All payments must be in NZ dollars and with drawable at a New Zealand bank.

No deduction or set-off against any amount due is permitted.

Any accounts that remain unpaid by the due date and time for renewal will be in default. In the event of default, the domain name may be cancelled and the Services suspended.

Webconnect will provide advance notification by email of pending cancellation, at least fourteen days prior to the due date. Webconnect reserves the right to charge a \$30.00 plus GST re-connection fee for all requests for the re-connection of expired .nz domain names and \$120.00 plus GST for all requests for the re-connection of expired domain names with non .nz extensions. For example expired .com names would incur a \$120.00 plus GST reconnection fee.

All files, information and email under the account will be preserved for 30 days from the date the payment is due. If payment is not received within 30 days, all files, information and mail under the account will be deleted. If the Subscriber wishes to use the Services again, the Subscriber must re-apply using their customer account.

The Subscriber agrees that Webconnect has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with Webconnect is terminated, for any reason, by either Webconnect or the Subscriber.

3) Webconnect has the right to suspend, change, withhold, limit, restrict, replace or terminate services to the Subscriber at any time, and for any reason, without notice. Where Services are suspended or terminated, the Subscriber will be notified of the reason. If suspension or termination results from a breach of these terms and conditions, no refund will be available.

4) By purchasing services from Webconnect, the Subscriber certifies that he or she is at least 18 years of age.

5) Webconnect retains the right to alter its fees at any time. Customers will be notified of any changes to the fee structure where applicable. All fees are quoted in New Zealand dollars exclusive of Goods and Services Tax (GST), and are applicable only to New Zealand residents.

6) Webconnect makes no warranties of any kind, whether expressed or implied, for the Services. Webconnect also disclaims any warranty of merchantability or fitness for a particular purpose. Webconnect will not be responsible for any damage suffered. This includes loss of data resulting from delays, non-deliveries, miss-deliveries, or service interruptions. Use of any information obtained via Webconnect is at the subscriber's own risk. Webconnect specifically denies any responsibility for the accuracy or quality of information obtained through its services.

7) Exclusion of Liability

1. If the Subscriber uses the Services for business purposes (or has told or represented to Webconnect that the Subscriber will do so) then the Subscriber agrees that the Consumer Guarantees Act 1993 does not apply to any Services supplied to the Subscriber by Webconnect.

2. Any defect in the services or in its maintenance shall not entitle the Subscriber to immediate cancellation of this contract.

3. Without limiting the other terms of this contract, the Subscriber's sole remedy against Webconnect shall be limited to breach of contract and Webconnect sole and total liability for any such claim shall be limited to, at the option of Webconnect, either the re-supply of the Services or the amount of the current monthly Subscriber's Levies for the month during which the breach allegedly occurred.

4. Subject only to Webconnect liability for breach of contract (if any) pursuant to clause 7) 3. above, Webconnect will not be liable to the Subscriber for any claim for breach of contract, breach of statute or breach of duty in tort (including negligence) or for any claim in equity or otherwise at law for any losses or damages whether general, exemplary, punitive, direct, indirect or consequential (including any claim for loss of profits) however caused which may be suffered or incurred by the Subscriber or any third person or which may arise directly or indirectly out of or in respect of this contract or the services (or its maintenance) or by reason of any act or omission on the part of Webconnect to comply with its obligations under this contract.

5. Notwithstanding anything herein contained or implied no employee, agent or director of Webconnect will be liable to the Subscriber for any breach of duty or care in contract, tort, equity or otherwise in relation to the performance of obligations under this contract or in relation to the subject matter of this contract. This exclusion extends to InternetNZ, the registry and any other entity we are in business relationship with.

6. To the maximum extent permitted by law all terms, warranties or representations, whether statutory or otherwise and whether express or implied, oral or written as to the state, merchantability, quality, fitness for purpose or fitness of the services and its maintenance are hereby excluded.

7. This clause 7 shall survive termination of this contract.

8. Any claim or dispute arising out of or in connection with this agreement must be instituted within 60 days from the date the relevant service was supplied;

9. Where the Subscriber or any registrant for whom the Subscriber act supplies incorrect information regarding a domain name and Webconnect incurs cost in any matter concerning that name then we may recover the costs incurred from the Subscriber.

8) Relationship of the Parties

1. The Subscriber warrants it has not relied on any representation made by or on behalf of Webconnect which has not been expressly stated in this contract; or upon any publicity material or brochures produced by or on behalf of Webconnect.

2. These Terms and Conditions constitute the complete and exclusive understanding between the parties in relation to the subject matter hereof and supersede all prior contracts, proposals, communications and representations made by either party (whether oral or written). These Terms and Conditions shall prevail over any inconsistent terms and conditions in any other contract between the parties whether in correspondence or otherwise and any conditions or stipulations to the contrary are hereby excluded and extinguished.

9) Non Waiver: Failure by any party to enforce any right or obligation with respect to any matter arising in connection with these Terms and Conditions shall not constitute a waiver as to that matter or any other matter either then or in the future. Any waiver of any right or obligation under these Terms and Conditions shall only be of any force and effect if such waiver is in writing and is expressly stated to be a waiver of a specified right or obligation.

10) Should any provision of these Terms and Conditions be held to be illegal, invalid, or unenforceable by a court of law, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall remain unaffected thereby unless otherwise stated.

Force Majeure

11) Webconnect shall not be liable to the Subscriber or to any other person for any loss or damage directly or indirectly arising out of or in connection with any failure to perform any term of these Terms and Conditions where such failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials or facilities and accidents, interruptions of, or delay in transportation, or any other cause outside of Webconnect reasonable control.

Severability

12) Should any provision of these Terms and Conditions be held to be illegal, invalid, or unenforceable by a court law, the legality, validity and enforceability of the remaining provisions of these Terms and Conditions shall remain unaffected thereby unless otherwise stated.

Proper Law

13) These Terms and Conditions shall be governed by New Zealand law. The Subscriber agrees to submit to the exclusive jurisdiction of the New Zealand courts.

Amendments to Terms and Conditions

14) Webconnect reserves the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this web site. The Subscriber's continued use of the web site or the Services following such notification will represent an agreement by the Subscriber to be bound by the Terms and Conditions as amended.

Linked Web Sites

15) This web site may contain links to other web sites ("linked web sites"). Those links are provided for convenience only and may not remain current or be maintained.

16) Webconnect is not responsible for the content or privacy practices associated with linked web sites.

17) Links with linked web sites should not be construed as an endorsement, approval or recommendation by Webconnect of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.

18) By default all domains, unless otherwise redirected, point to Webconnect domains 'parked' page. This page may contain Google advertisements

Privacy Policy

18) Webconnect undertakes to comply with the terms of its privacy policy which is available on this web site.

19) The Subscriber is aware of his/her/its rights under the Privacy Act 1993 to have access to

personal information held by Webconnect and to request correction to the information and to be informed of action taken in response to any such request and/or to request that there be attached to the information a statement which the Subscriber can supply to Webconnect relating to the fact that the Subscriber has requested a correction. The Subscriber agrees to pay Webconnect the reasonable charges requested by Webconnect in relation to time and attendances involved in complying with the Subscriber's request in this regard.

Security of Information

20) No data transmission over the internet can be guaranteed to be totally secure. While Webconnect strives to protect such information, Webconnect does not warrant and cannot ensure the security of any information which the Subscriber transmits to Webconnect. Accordingly, any information which the Subscriber transmits to Webconnect is transmitted at the Subscriber's own risk. Nevertheless, once Webconnect receives the Subscriber's transmission, Webconnect will take reasonable steps to preserve the security of such information.