

Terms and Conditions for Communica Limited as of 01/03/09

By placing an order with Communica Ltd, you confirm that you are in agreement with and bound by the terms and conditions below.

1. DEFINITIONS

The following terms and conditions document is a legal agreement between Communica Ltd hereafter "DEVELOPER" or "DEVELOPERS" and "CLIENT" or "CLIENTS" for the purposes of web site design, development, graphic design or any other work or services carried out by Communica Ltd. These Terms and Conditions set forth the provisions under which the CLIENT may use the services supplied.

The CLIENT: The company or individual requesting the services of Communica Ltd

The DEVELOPER: Primary designer and site owner & employees or affiliates providing and/or offering the CLIENT graphical design, HTML, CSS, JavaScript and other related computer programming languages. Or content as specified by the Client.

2. ACCEPTANCE OF WORK

Quotations are valid for 30 days from date of issue.

The DEVELOPER will carry out work only where the invoice has been paid for by the CLIENT for the work, unless otherwise agreed at the DEVELOPERS discretion.

The DEVELOPER will carry out work only where an agreement is provided either by email, telephone, mail, fax or in person. The DEVELOPER 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 the DEVELOPER and the CLIENT, this includes telephone, mail, email, fax and verbal agreements.

When the CLIENT places an order to purchase a web site, web site updates, website maintenance, graphic designs, any other work or services from The DEVELOPER, the order represents an offer to the DEVELOPER to purchase the web site, web site updates, website maintenance, graphic designs, any other work or services which is accepted by the DEVELOPER only when an invoice is sent to the CLIENT. No contract for the supply of services exists between the CLIENT and the DEVELOPER until the DEVELOPER sends an invoice to the CLIENT for payment. The invoice equals acceptance by the DEVELOPER (or third party supplier) of CLIENTS offer to purchase services from the DEVELOPER and this acceptance of work is a valid contract between the CLIENT and the DEVELOPER regardless of whether the CLIENT receives the invoice.

Any other services on the order that have not been included in the invoice do not form part of the contract or agreement. The CLIENT agrees to check the details of the invoice are correct and should print and keep a copy for their records.

The DEVELOPER is liable to withdraw from contract at any time prior to acceptance.

Additional work requested by the CLIENT that is not specified in the agreed quotation is subject to an additional quotation by the DEVELOPER on receipt of specification. If the work is needed as part of an existing order then this may affect the time scale and overall delivery time of the project at the DEVELOPERS discretion. Additional work can be requested by email, telephone, mail, fax or in person.

In acceptance of the order by the DEVELOPER the CLIENT agrees to provide any needed information and content required by the DEVELOPER in good time to enable the DEVELOPER to complete the web site, web site updates, website maintenance, graphic designs, any other work or services as part of the agreed order.

The DEVELOPER and the CLIENT agrees to work together in a joint effort to accomplish the task and objective set forth in the Order. The DEVELOPER shall be responsible for delivering and performing only those professional services or tasks specifically identified in the order. Any modifications to the order shall be pursuant to the Change Order process and is classed as additional work.

Change order In the event the CLIENT desires to make any modifications to the order. The CLIENT and the DEVELOPER shall enter into a Change Order in written, email, telephone, fax or in person. This will include the scope of services to be provided and the cost/payment schedule for the modification. All Change Orders shall be effective upon execution by both parties, and shall be attached to and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern. The Change order agreement can only be accepted at the DEVELOPERS discretion.

Any work is subject to a minimum charge of \$50

3. SUPPORT AND MAINTENANCE

Any support and maintenance services, updates, versions or new releases shall be contracted under a separate agreement or order at the DEVELOPERS discretion.

4. CLIENT RESPONSIBILITIES

The CLIENT agrees to perform all tasks assigned to the CLIENT and to provide assistance and co operation to the DEVELOPER in order to complete the order timely and efficiently. The DEVELOPER shall not be deemed in breach of the order, the Project Description, a Change Order, or any milestones in the event of the DEVELOPER failure to meet its responsibilities and time schedules if caused by the CLIENT failure to meet (or delay) its responsibilities and times schedules set forth in the order. In the event of any such failure or delay by the CLIENT, all of the DEVELOPER time frames, milestones and/or deadlines shall be extended by the product of the number of days of the CLIENTS failure multiplied by two (2) or a time frame set forth by The DEVELOPER.

5. PERMISSION AND COPYRIGHT

All pages, images, text and code on the DEVELOPERS web site are copyrighted material.

The CLIENTS and any visitors to the DEVELOPERS web site may not use any of the pages, images, text or code on the web site for use on the CLIENTS or visitors own web site or to create a web site, templates without prior written permission from The DEVELOPER.

Copyright of the completed web designs, images, pages, code and source files created by the DEVELOPER for the project shall be with the CLIENT upon final payment only by prior written agreement. Without agreement, ownership of designs and all code is with The DEVELOPER.

These terms of use grant a non-exclusive limited license so that the CLIENT can use the design on one web site on one domain name only. The CLIENT is not permitted to use a design for more than one website without prior written agreement between the CLIENT and The DEVELOPER.

The CLIENT agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between the CLIENT and The DEVELOPER.

The CLIENT hereby agrees that all media and content made available to the DEVELOPER for use in the project are either owned by the CLIENT or used with full permission of the original authors. The CLIENT agrees to hold harmless, protect and defend the DEVELOPER from any claim or suit that may arise as a result of using the supplied media and content.

The CLIENT agrees that the DEVELOPER may include development credits and links within any code the DEVELOPER designs, builds or amends. If the DEVELOPER designs a web site for a The CLIENT then the CLIENT agrees that the DEVELOPER may include a development credit and link displayed on the CLIENTS web site. If the DEVELOPER builds or amends a web site for the CLIENT then the CLIENT agrees that the DEVELOPER may include a development credit and link displayed on the CLIENTS web page, which may be within the code but not displayed on a web browser if requested by the CLIENT. The CLIENT agrees that the DEVELOPER may include development credits and links on the templates the DEVELOPER offers for sale.

The CLIENT agrees that the DEVELOPER reserves the right to include any work done for the CLIENT in a portfolio of work.

The CLIENT grants the DEVELOPER the right to use the name and service marks of the CLIENT in its marketing materials or other oral, electronic or written promotions, which may include naming the CLIENT as a CLIENT of the DEVELOPER and a brief scope of the service provided.

6. MATERIAL & CONTENT

The DEVELOPER reserves the right to refuse to handle:

Any media & content which is unlawful or inappropriate; any media & content which contains a virus or hostile program; any media & content which constitutes harassment, racism, violence, obscenity, harmful intent or spamming; any media & content which constitutes a criminal offence, infringes privacy or copyright; any media & content submitted can only be used at the DEVELOPERS discretion.

7. WEB DESIGN, WEB DEVELOPMENT, UPDATES, MAINTENANCE, GRAPHIC DESIGN, ANY OTHER WORK, SERVICES

Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, the DEVELOPER 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 the DEVELOPER until all outstanding accounts are paid in full. The Developer reserves the right to withdraw any website while it is still the property of the Developer.

Any scripts, cgi applications, php scripts, Javascript, action scripts, Ajax, lingo, HTML, XHTML, SQL, MYSQL or software (unless specifically agreed) written by the DEVELOPER remain the copyright of the DEVELOPER and may only be commercially reproduced or resold with the permission of The DEVELOPER. The DEVELOPER cannot take responsibility for any copyright infringements caused by materials submitted by the CLIENT. The Developer reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Any additions to the order provided will be carried out at the discretion of the DEVELOPER and where no charge is made by the DEVELOPER for such additions, the DEVELOPER accepts no responsibility to ensure such additions are error free and reserves the right to charge an according amount for any correction to these or further additions. The CLIENT agrees to make available as soon as is reasonably possible to the DEVELOPER all materials required to complete the site to the agreed standard and within the set deadline. The DEVELOPER will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines. The DEVELOPER will not be liable or become involved in any disputes between the site owner and their CLIENTS and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site. The DEVELOPER 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. The DEVELOPER 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.

The DEVELOPER will design a layout of the site based on specifications made by the CLIENT in the order form and as agreed by The DEVELOPER. All pages of the site will use the same design layout of the page. The DEVELOPER reserves the right to quote separately for any additional different design layouts of any page. If the CLIENT has a logo they can provide it to the DEVELOPER for use in the design layout, or the DEVELOPER will create a simple web site logo. The DEVELOPER will make available to the CLIENT a watermarked version of the design layout for approval. It is important that the CLIENT communicates information to the DEVELOPER to achieve the required result. The CLIENT is to provide the digital content for each page of up to 4 images per page and text of up to 1000 words per page. The DEVELOPER reserves the right to charge an additional cost for typing out hard copy or scanning content or photographs for image creation. The CLIENT agrees that they are permitted up to 3 hours of alterations to the layout. All alterations are to be requested by email, telephone, mail, fax or in person by the CLIENT. After the 3 hours of alterations have been completed, the DEVELOPER reserves the right to advise the CLIENT of such and send a separate quotation to the CLIENT and to request payment for any further alterations. The DEVELOPER reserves the right to request payment be received for further alterations before continuing work. Upon completion of agreed design the CLIENT is asked to confirm via email, telephone, mail, fax or in person that the design and the screen size is signed off as complete and agree that any further design alterations are chargeable.

The DEVELOPER 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.

Where applications or sites are developed on servers not recommended by The DEVELOPER, 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 CLIENTS responsibility to provide a suitable testing environment that is identical to the final production environment. The CLIENT is expected to test fully any application or programming relating to a site developed by the DEVELOPER before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, the DEVELOPER will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e. if the CLIENT decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non-payment will result in legal action being taken if necessary.

The CLIENT agrees that web pages page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of code by Internet browser software. The DEVELOPER agrees to try and match the

design as closely as is possible when building the code. The DEVELOPER 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 with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. The DEVELOPER can offer no guarantees of correct function with all browser software.

During a website project it is important that the CLIENT communicates information to the DEVELOPER to achieve the required result.

If the CLIENT requests design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original quotation or order, the DEVELOPER reserves the right to quote separately for these alterations.

Examples of alterations include, but are not limited to:

- Altering the design layout template
- Altering the logo
- Altering layers, tables, data, graphics, images and text
- Addition of a new table or layer to redesign the whole or part of a page
- Altering colours and font styles
- Changing the widths and heights of objects on the page
- Altering the design and structure of navigational menus, links, buttons
- Altering or adding new functionality to the page, navigation, JavaScript etc.

For site builds the navigation will be hard coded as per the design. However if the navigation requires JavaScript, drop down layers or, other functionality that require further coding work this may be quoted for separately.

If optimised pages are included as part of the project, the DEVELOPER will optimise the CLIENTS web pages which already make up part of the project, optimised pages is not creation of new pages. The optimisation of the web pages can include the Meta tags, keywords, description, title, alt tags and text provided by the CLIENT. Page optimisation is not part of the standard webpage unless specified within the order. Website optimisation is done at the DEVELOPERS discretion.

The DEVELOPER endeavours to create pages that can be crawled by search engine spiders. However, the DEVELOPER gives no guarantee that the site will become listed with search engines. This is often achieved through various methods such as page layout, content and cross linking with other web sites. The CLIENT may wish to enquire about specialist web marketing.

If an error or issue with the design or code arises during the project which does not allow the design or code to match the original specification, then the CLIENT agrees that the DEVELOPER can apply a nearest available alternative solution at the DEVELOPERS discretion.

On request, the DEVELOPER can create a copy of the web site on one CD to be posted to the CLIENT on project completion, a small charge will be made to cover the cost of this.

Once the project is completed, the DEVELOPER will upload the web site to the CLIENTS live web address if included as part of a project.

After site completion, the CLIENT or a third party of their choosing may wish to edit their web site code themselves to make updates. However, the CLIENT agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If the CLIENT or a third party of their choosing edits the web site code and this results in functionality errors or the page displaying incorrectly, then the DEVELOPER reserves the right to quote for work to repair the web site.

The DEVELOPER reserves the right to assign subcontractors in whole or as part of a project if needed.

The DEVELOPER will keep a copy of the site and design source files when a web site project is being worked on. However, the CLIENT agrees that it is their responsibility to have regular backups made by themselves or the third party hosting services in case of a software or hardware failure at the third party hosting servers.

All communications between the DEVELOPER and the CLIENT shall be by email, telephone, mail, fax or in person except where agreed at the DEVELOPERS discretion.

8. DOMAIN NAMES AND HOSTING

The DEVELOPER can at it's own discretion, but is not obliged to, offer domain name registration and hosting via a third party service.

The CLIENT agrees that registration of a domain name does not provide endorsement of the right to use the name. The CLIENT is responsible for ensuring they have due title to the domain name. The DEVELOPER holds no liability and the CLIENT hereby agrees to indemnify and hold harmless the DEVELOPER from any claim resulting from the CLIENTS registration of a domain name.

The domain name is registered in the CLIENTS own name, address and contact details. The CLIENT should be aware that a domain name is registered with a third party and as such the CLIENT shall agree to fully abide by the terms and conditions set out by the third party for such services.

The CLIENT agrees to take all legal responsibility for use of third party domain name and hosting services and supplies truthful details to the third party services.

The CLIENT agrees that information submitted for registration of Domain names is then available the general public via the Whois system. However, CLIENTS that are using their web site for non-trading purposes may ask the third party registrar for their contact information not to be included in the Whois system.

The CLIENT is liable to pay the DEVELOPER for any domain name registrations and the initial set up of the hosting if included as part of the web site build.

Any support relating to the domain name, hosting and email services are to be made between the CLIENT and the third party service.

Any other domain name and hosting services or costs not included by The DEVELOPER, including, but not limited to, further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrade, extra disk space, bandwidth and any other related or hidden charges are to be paid by the CLIENT to the third party services.

The CLIENT agrees to pay the domain and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the CLIENT and third party service.

The CLIENT agrees that if at any time their contact details including email address change, it is their responsibility to contact the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain and hosting services are not received by the CLIENT.

Payment for domain and hosting services are to be made immediately on receipt of invoice from the third party service. Failure to comply with the payment terms may result in the CLIENTS domain name becoming available to another party and/or the web site and email services becoming unavailable.

Whilst the DEVELOPER recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by the DEVELOPER 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.

The CLIENT agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the DEVELOPER requires to upload the web site if required as part of a order.

The DEVELOPER reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

The CLIENT agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the DEVELOPER from any claim resulting from the CLIENTS publication of material and use of the domain name, hosting and email services.

The CLIENT agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

9. ACCESSIBILITY & WEB STANDARDS

The DEVELOPER tests sites and templates to ensure they comply with Development software HTML standards as they are at time of sale. Should updated Development software HTML guidelines be introduced after the site or templates were sold to the CLIENT, the DEVELOPER reserves the right to quote separately for any additional work needed.

The DEVELOPER shall make every effort to ensure that sites are designed to be viewed by the majority of visitors. Sites are designed to work with the main browsers Internet Explorer and Mozilla. New layouts are tested with older browsers to ensure as much compatibility as possible. The CLIENT agrees that the DEVELOPER cannot guarantee correct functionality with all browser software across different operating systems.

The CLIENTS agree that after handover of files any updated software versions of the main browsers Internet Explorer and Mozilla, domain name setup changes or hosting setup changes thereafter may affect the functionality and display of their web site. As such, the DEVELOPER reserves the right to quote for any work involved in changing the web site design or web site code for it to work with updated browser software, domain name or hosting changes.

The CLIENT agrees that more advanced applications on a web site page may require a newer browser version or Plug-in.

10. PAYMENT TERMS

All invoices shall be paid within seven (14) days of receipt except where agreed at the DEVELOPERS own discretion Payments not made within such times period shall be subject to late charges and or interest charges.

Prices are subject to change without notice.

For any work the DEVELOPER requires a payment to be received in advance for the work being carried out and before handover of files, except where agreed at the DEVELOPERS own discretion.

The CLIENT chooses either to pay the full cost in one payment or split the cost into 3 payments to be agreed with the DEVELOPER. Should the cost be split into 3 payments then the first third of the payment is to be received before work commences and the second payment to be received when requested by the DEVELOPER when the concept of design is completed, webpage layout is completed or content is populated? Final payment, when the order or project have been completed and is ready for deployment or upload. Any payment scheme is at the DEVELOPERS discretion and subject to change. If the CLIENT fails to make any of the required payments, the order or project maybe halted and could or will affect the time frame of completed. If the CLIENT fails to make the required payments the DEVELOPER at its discretion may exit the order or project agreement and may not be held liable for a refund.

Once the final payment has been received and the work finished, the files will be handed over to the CLIENT or uploaded if included as part of the order.

All work carried out by the DEVELOPER for the CLIENT remains the property of the DEVELOPER until the final payment has been received.

The DEVELOPER reserves the right to decline further work on a project if there are invoices outstanding with the CLIENT.

The CLIENT may request that the DEVELOPER cancel a project by email, telephone, mail, fax or in person to the DEVELOPER and the project is cancelled only if the DEVELOPER confirms work has not been started on the project. If the DEVELOPER has begun or completed the work and the CLIENT no longer requires the files but have agreed to the work, they are still obliged to pay the DEVELOPER for the work that has been carried out.

All invoices are submitted by email except where required otherwise by regulations or agreed at the DEVELOPERS discretion.

The DEVELOPER reserves the right to remove its work from the CLIENT if payments are not received.

If accounts are not settled or the DEVELOPER have not been contacted regarding the delay, access to the related website may be denied, web pages removed, service suspended or a state of Default or Maintenance may be set. Whereby the site could be visited, but individual pages may be unavailable due to the Default state.

The case where access to the related website may be denied, web pages removed, service suspended or a state of Default or Maintenance is set the DEVELOPERS 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.

11. LIABILITY AND WARRANTY DISCLAIMER

The DEVELOPER provides their web site and the contents thereof on an "as is" basis and makes no warranties with regard to the site and it's contents, or fitness of services offered for a particular purpose. The DEVELOPER cannot guarantee the functionality or operations of their web site or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The CLIENT agrees the DEVELOPER is not liable for any bugs, performance issues or failure of their Actinic software as Actinic is provided by Actinic Software Ltd which is a separate company. Any bugs, performance issues or failure with the software will be directed to Actinic Software Ltd.

The DEVELOPER endeavours to provide a web site within given delivery time scales to the best of it's ability. However, the CLIENT agrees that the DEVELOPER is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

The CLIENT agrees the DEVELOPER is not liable for absence of service as a result of illness or holiday time. The DEVELOPER has a third party associate who may be able to take on work should there be the need to.

The CLIENT agrees the DEVELOPER is not liable for any failure to carry out services for reasons

beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The DEVELOPER is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from the DEVELOPER to the CLIENT, the CLIENT shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, the DEVELOPER cannot guarantee that the display or functionality of the web design or the web site will be uninterrupted or error free. If after handover of files errors are found in code the DEVELOPER has created and the main browsers Internet Explorer and Mozilla Firefox, domain name setup and hosting setup are the same as when work began, then the DEVELOPER can correct these errors for the CLIENT free of charge.

If after handover of files errors are found in code the DEVELOPER has created and the main browsers Internet Explorer and Mozilla Firefox have released an updated software version, or the domain name setup or hosting setup has been changed, the DEVELOPER can correct errors for the CLIENT free of charge and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Should the CLIENT goes into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the DEVELOPER reserves the right to cancel forthwith any projects and invoice the CLIENT for any work completed.

The DEVELOPER shall have no liability to the CLIENT or any third parties for any damages, including but not limited to, claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or web site, even if the DEVELOPER has been advised of the possibility of such damages.

There are sometimes laws and taxes that affect Internet e-commerce. The CLIENT agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend the DEVELOPER and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENTS exercise of Internet e-commerce.

The DEVELOPER may from time to time recommend to the CLIENT that updates are needed to their site to comply with, including but not limited to, new legislation, software releases and web standards. The DEVELOPER reserves the right to quote for any updates as separate work. The CLIENT agrees the DEVELOPER is not liable for any failure to inform or implement these updates to their site. The CLIENT agrees that it shall defend, indemnify, save and hold the DEVELOPER harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

12. CONFIDENTIAL INFORMATION

Each party agrees to regard and preserve as confidential all technical, financial and business information related to the business and activities of the other party. The Receiving Party agrees to hold such Confidential Information in trust and confidence and not to disclose such Confidential Information to any person, firm or enterprise, or use, directly or indirectly, and such information for its own benefit or the benefit of any other party.

13. CHOICE OF LAW

This Agreement shall be governed in accordance with the Laws of New Zealand without regard to its Laws pertaining to conflicts of law.

14. INDEMNIFICATION

The CLIENT agrees to use all the DEVELOPER services and facilities at their own risk and agree to defend, indemnify, save and hold the DEVELOPER harmless from any and all demands, liabilities, costs, losses and claims including but not limited to attorney's fees against the DEVELOPER or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the CLIENT or its third parties. The CLIENT agrees this indemnification extends to all aspects of the project, including but not limited to web site content and choice of domain name.

The CLIENT also agrees to defend, indemnify and hold harmless the DEVELOPER against any liabilities arising out of injury to person or property caused by any service provided or agreed to be provided or any product or service sold by the CLIENT or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misinformation, delivery of defective products or services which is harmful to any person, business, company or organisation.

15. NONDISCLOSURE

The DEVELOPER and any third party associates agrees that, except if directed by the CLIENT, it will not at any time during or after the term of this agreement disclose any confidential information. Likewise, the CLIENT agrees that it will not convey any confidential information about the DEVELOPER to another party.

16. TERMS AND TERMINATION

This Agreement shall commence as of the Effective Date and shall continue in full force and effect thereafter unless and until order has been completed. In the event of material breach of this Agreement by either party it shall not affect any rights of the DEVELOPER to payments already accrued.

This Agreement contains the entire Agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representation and promises, written or oral.

This Agreement cannot be amended, supplemented or modified except by agreement in writing which makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendments supplement or modification is sought.

17. INTERPRETATION

The DEVELOPER reserves the right to terminate a project with the CLIENT at any time without prior notification if it finds the CLIENT in breach of these terms and conditions. The DEVELOPER shall be the sole arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

This agreement shall be governed by the laws of New Zealand that shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

New Zealand Law governs any and all matters pursuant to this agreement

The DEVELOPER reserves the right to alter these Terms and Conditions at any time without prior notice, the latest terms and conditions can be found at the DEVELOPERS web site at <http://www.communica.co.nz/termsConditions.html> with a date of last update, or be requested direct from the Commuica offices.

By accepting a quotation or making a payment of invoice to use the services supplied, the CLIENT acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.