

Web8 Terms of Trade

29 September 2026

1. Introduction and acceptance

- 1.1 These terms apply to all Services that Web8 supplies to the Client. In these terms, "Web8", "we" and "us" mean Web8, and "the Client" and "you" mean the business that engages us.
- 1.2 "Services" means the work described in a quote or proposal, including website design and development, search engine optimisation, Google Ads management, email marketing, social media, lead generation tools and related advice.
- 1.3 These terms are accepted when the Client accepts a quote or proposal, pays an invoice, or instructs us to begin work, whichever happens first.
- 1.4 These terms are written in plain English. If any part is unclear, the Client is welcome to ask us to explain it before proceeding.

2. Services

- 2.1 Web8 will provide the Services described in the accepted quote or proposal. A quote remains open for acceptance for 30 days.
- 2.2 Web8 will provide the Services with reasonable care and skill.
- 2.3 Any dates or timeframes that we give are estimates only. They depend on the Client providing the information and approvals we need on time.
- 2.4 Work that is not described in the quote is additional work. We will advise the Client of the cost before starting it. Additional work will be charged at the price we quote or, if no price is quoted, at our standard rate.

3. Fees and payment

- 3.1 All fees are in New Zealand dollars and exclude GST unless stated otherwise.
- 3.2 **Website builds.** Website builds are payable in two parts: a deposit of 50% on acceptance of the quote, and the balance of 50% on completion of the build and before the website goes live.
- 3.3 **Delayed projects.** If a website build is not completed within 3 months of the deposit being paid because the Client has not responded, supplied content or given approvals in a timely way, or has requested excessive reviews, Web8 may invoice the balance at that point. Web8 will then continue to work on the website at the pace set by the Client's responses. For this purpose, excessive reviews means review rounds beyond those included in the quote.
- 3.4 **Ongoing services.** Ongoing services, including search engine optimisation, Google Ads management and email marketing, are invoiced monthly in advance unless the quote states otherwise.

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- 3.5 **Due date.** Invoices are due for payment within 7 days of the invoice date unless the invoice states otherwise.
- 3.6 **Late payment.** If an invoice is overdue, Web8 may suspend work, and any live services we manage for the Client, until payment is received. The Client is responsible for the reasonable costs of collecting overdue amounts.
- 3.7 **Third-party costs.** Third-party costs, including advertising spend, stock image licences, domain names, hosting and paid software, are charged at cost unless the quote states that they are included. Advertising spend is paid by the Client directly to the advertising platform.

4. Client responsibilities

- 4.1 The Client must provide the content, logos, images, access details and information that we request within 5 business days of the request. Delays by the Client may extend the timeline and, where the delay is significant, the price.
- 4.2 The Client must give feedback in one consolidated response at each review stage. The number of review rounds included in the price will be stated in the quote. Further rounds will be charged as additional work.
- 4.3 The Client must review all work carefully before approving it, including before final approval for the website to go live, and check text, images, links, prices and contact details. Changes requested after approval will be charged as additional work.
- 4.4 The Client must tell us promptly of any change in its business that may affect the Services.

5. Copyright, images and Client content

Client materials

- 5.1 The Client owns the text, photographs, logos, video and data that it supplies to us ("Client Materials"). The Client permits us to use the Client Materials to provide the Services.
- 5.2 The Client warrants that it owns, or has permission to use, all Client Materials, and that our use of them as agreed will not infringe the copyright or other rights of any person. This includes permission from any person who appears in a photograph or video.

Our work

- 5.3 On payment in full, the Client owns the copyright in the website designs, text and other work that we create specifically for the Client. Until payment in full, Web8 owns that work and the Client may use it for review purposes only.
- 5.4 Web8 retains ownership of its tools, code, templates, frameworks and methods, whether or not they were used to provide the Services. The Client is granted a permanent right

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to use them as part of its website and marketing, but not to sell them or use them separately.

- 5.5 Web8 may display the Client's completed work in its portfolio and marketing unless the Client asks us in writing not to.

Stock images and third-party material

- 5.6 Stock images, fonts, plugins, themes and templates remain the property of their owners. The Client may use them only under the supplier's licence, and that licence does not transfer to any other person.
- 5.7 Where Web8 selects third-party material for the Client, we will take reasonable care to obtain it from a reputable supplier under a licence that covers the Client's intended use. On request, we will provide the licence details.
- 5.8 Licences may limit the period, place or manner of use, or require the creator to be credited. After handover of the website, the Client is responsible for complying with the licence terms and for keeping the licence records.
- 5.9 Web8 is not responsible for images or other material added, changed or replaced by the Client or any other person after handover.

Approval and claims

- 5.10 **Approval.** The Client must review all images and text at each review stage. When the Client approves content on a page, the Client accepts responsibility for the copyright in everything on that page, including images, text and other material that we chose or created for the Client. Approval includes the Client's final approval for the website to go live. If the Client instructs us to publish the website, or agrees to it going live, the Client is treated as having approved all content on it.
- 5.11 If any person alleges that material on the Client's website or in its marketing infringes their rights, the Client must tell us promptly. We may remove or replace the material immediately.
- 5.12 The Client is responsible for any claim relating to material that the Client supplied, or that the Client has approved, and must reimburse our reasonable costs arising from that claim.
- 5.13 Web8 is responsible for a claim relating to material we selected only if that material was never provided to the Client for approval and we failed to take reasonable care. In that case, our responsibility is limited as set out in clause 9.

6. Websites

- 6.1 **Ownership.** Ownership of website work is dealt with in clause 5.
- 6.2 **30 day warranty.** For 30 days after a website goes live, Web8 will correct faults in the work we built at no charge, provided the Client reports them to us within that period.

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The warranty does not cover new features, content changes, major change requests, or faults caused by changes made by the Client or any other person.

- 6.3 **Hosting and domain names.** Where the Client hosts its website with Web8, we will manage the hosting. Where the Client hosts elsewhere, we will provide the website files for upload. We cannot guarantee that a requested domain name is available, and we will not renew a domain name unless the Client asks us to.
- 6.4 **Third-party products.** Websites rely on third-party plugins, platforms and browsers. Web8 is not responsible for faults in third-party products or for changes made by their providers.
- 6.5 **Changes by others.** If changes made by the Client or any other person cause a fault, the time we spend correcting it will be charged as additional work.

7. Marketing services

- 7.1 **No guarantee of results.** The results of search engine optimisation, Google Ads, social media, email marketing and lead generation depend on factors outside our control, including search engine changes, competitor activity and customer behaviour. Web8 will perform the Services with reasonable care, but does not guarantee any ranking, traffic, enquiries or sales. Any forecast we give is an estimate only.
- 7.2 **Email and data.** The Client is responsible for ensuring that any contact lists and data it supplies are accurate and lawful to use. All marketing the Client instructs us to send must comply with the Unsolicited Electronic Messages Act 2007 and the Privacy Act 2020.
- 7.3 **Email campaigns.** Email campaigns require significant preparation. The Client must give at least 30 days' notice to cancel or reschedule a campaign. If less notice is given, the Client may be charged for the preparation costs.
- 7.4 **Web8 tools.** Tools that Web8 provides, such as Expo Lead Manager, form part of the Services. If the Services end, the Client's access to those tools ends. The Client should ask us for a copy of its data before cancelling.
- 7.5 **Social media.** When we post or send material on the Client's behalf, we act as the Client's agent. The Client is responsible for its accounts and for the content it has approved.

8. Privacy and confidentiality

- 8.1 Web8 will keep the Client's business information confidential and will use it only to provide the Services. We may share it with people who need it to help us provide the Services, including our team, offshore partners and the platforms we use, or where the law requires.

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- 8.2 Web8 will handle personal information in accordance with the Privacy Act 2020 and our privacy policy.
- 8.3 The Client must keep confidential any confidential information that we share with it, including our pricing, methods and proposals.

9. Limitation of liability

- 9.1 Web8 will provide the Services with reasonable care and skill. Our liability is limited as set out in this clause.
- 9.2 **No indirect loss.** Web8 is not liable for any indirect or consequential loss, including lost profit, lost sales, lost customers, lost data, wasted time or damage to reputation, even if we were advised that such loss might occur.
- 9.3 **Cap on liability.** Web8's total liability to the Client for all claims relating to a piece of work, whether in contract, negligence or otherwise, is limited to the fees the Client has paid us for that work.
- 9.4 **Time limit.** The Client must notify us of any claim or problem within 6 months of the work being delivered or going live. Web8 is not liable for any claim notified after that period.
- 9.5 **Exclusions.** Web8 is not liable for: results or rankings (see clause 7.1); third-party platforms, plugins, hosting or suppliers; content supplied by the Client; changes made by the Client or any other person; work that the Client has approved; or events beyond our reasonable control, including outages, cyber attacks and natural disasters.
- 9.6 **Limiting loss.** The Client must take reasonable steps to limit any loss, including by notifying us promptly so that we can correct the problem.
- 9.7 **Business customers.** The Client acquires the Services for business purposes. To the extent the law allows, the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to the Services.
- 9.8 **Statutory rights.** Nothing in these terms limits any right or liability that the law does not allow to be limited.

10. Termination

- 10.1 Either party may end an ongoing service by giving 30 days' written notice. Email is sufficient.
- 10.2 If the Client cancels a project part way through, the Client must pay for the work completed to that point and any costs that we have committed on the Client's behalf. Deposits are not refundable once work has started.

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- 10.3 Either party may end the agreement immediately by written notice if the other party commits a serious breach of these terms and does not remedy it within 10 business days of being notified.
- 10.4 On termination, Web8 will hand over the work that the Client has paid for, and the Client must pay all outstanding invoices.

11. General

- 11.1 These terms are governed by New Zealand law, and the New Zealand courts have jurisdiction over any dispute. The parties will first try to resolve any dispute by discussion.
- 11.2 These terms and the accepted quote or proposal are the entire agreement between the parties.
- 11.3 Web8 may use subcontractors, including offshore partners, and remains responsible for their work.
- 11.4 Web8 may update these terms. We will give the Client 30 days' notice of any change that affects work already agreed.
- 11.5 If any part of these terms is unenforceable, the remainder continues to apply.
- 11.6 The Client may not transfer this agreement to another person without our written consent.