



Terms of Trade and Business Details / 2020

Business Details:

Company Name: Sweet Orange Limited
Owner/Operator: Martine Pierhagen

Postal Address: 14A Dunton Drive, Welcome Bay, Tauranga 3112, New Zealand
Phone number: (+64) 021 492 040
email: info@sweetorange.co.nz
Website: www.sweetorange.co.nz

Payment details:

The details and cost of the project are specified in your proposal. Before beginning your project, a 20% deposit of the quoted price is required unless agreed otherwise. This deposit is non-refundable. The remaining 80% of the payment will be invoiced in stages, with the final payment required as soon as the project is delivered.

Additional work will be charged at an hourly rate which will be quoted separately. Anything over and beyond what is agreed on in the proposal will be quoted separately by Sweet Orange or done at no charge at Sweet Orange's discretion.

All invoices are due 7 days from invoice date unless otherwise stated.

Our company GST / IRD number is: 126004036

Bank account:

Direct Payment can be made to: (ANZ) 06 0869 0836699 00 - Sweet Orange.

Definitions:

Sweet Orange Limited is referred to as Sweet Orange, We, Us, Our
The Client is referred to as The Client, You, Your

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Our Responsibilities:

Sweet Orange Media commits to:

Provide the client with copywriting, PR project, press campaign, social media strategy document, a template-based website, Search Engine Optimisation (SEO), or other service as per the functions detailed under the agreed package/proposal.

To perform all services in a timely, professional manner.

To respond to all client queries in a timely and professional manner.

To provide a quote or estimate, before undertaking any additional work required to complete the website that has not been agreed on and stated in the project information/proposal.

To employ our best efforts to remedy any functional issues after the website is built.

Your Responsibilities

Website construction and the creation of marketing materials are a collaborative effort.

As a client, you commit to:

Promptly reply to our requests for logos, branding, images, and other information we require to complete your website/project.

Follow our instructions relating to the formats we require so we can work with it effectively.

Promptly respond to our requests for feedback and approval of copy and concepts. Approvals must be made in writing.

Ensure any employee or agent of your company dealing with us is authorised to make decisions relating to the website/project, on behalf of your company, to be stipulated in writing at the beginning of the project.

Be responsible for making Sweet Orange fully aware of their requirements prior to commencing their project.

Sweet Orange will not be obligated to undertake any additional functionality requests that are not listed in the project information/proposal. If additional functionality and/or requirements come to hand after the project has commenced, and they are within the technical scope of Sweet Orange's ability, they will be quoted on and agreed to before work on these aspects will commence.

Website Audits / Copywriting / Content & SEO / Press Campaigns

Projects that involve copywriting or reporting will be sent to you in a Word document. Copy can be revised if necessary. 2 rounds of changes are acceptable. If any further revisions are required, these will be done at an hourly rate which will be quoted separately.

Press Campaigns can include a list of targeted media contacts and Sweet Orange can send out Press Releases and images on your behalf. This will be specified in the project document / proposal and included in the original quote, or alternatively it can be done at an additional charge for which we will quote separately.

There are no guarantees the media will print/use a press release or other information sent to them, but Sweet Orange will use proven techniques and skills to get your news as much coverage as possible.

There are no guarantees the press will use the information sent to them as is. They hold full editorial rights. Complaints can be made to The Press Council, whose scope applies to published material in newspapers, magazines and their websites, including audio and video streams, as well as to digital sites with news content, or blogs characterised by their new commentary.

The Council retains the discretion to decline a complaint if the publication has limited readership or the circumstances make the complaint inappropriate for resolution by the Council.

The Council's adjudications are based on ethical considerations: it does not recover debts or seek monetary recompense for complainants. Its Principles and Complaints Procedures are set out on the website: presscouncil.org.nz

Website Design & Development

Your website will be based on the template as detailed in the project information. Any change in template after the project is under way will incur an additional charge if these can be done within the technical scope of Sweet Orange's ability.

Your website concept and copy can be revised in a maximum of 2 rounds if necessary. If any further revisions are required, these will be done at an hourly rate which will be quoted separately.

Once the website has been built, you will be able to log in and begin to add content to the website through the chosen system's (e.g.: WordPress) Content Management System (CMS). Alternatively, if you prefer, you may provide us with or have us write and optimise your content and load it for you. This will be done at an hourly rate which will be quoted separately.

Your website will be built in a chosen system (e.g.: WordPress) which will function correctly on all the latest versions of the most popular web browsers provided all relevant technologies are installed. Popular browsers are Internet Explorer, Firefox/Mozilla, Chrome, and Safari. The website will be responsive (optimised for mobile devices).

The appearance of your site may differ slightly from browser to browser, due to the way the browsers render content.

Sweet Orange takes no responsibility whatsoever for issues relating to copyright infringement based on text, images or any other material provided to us, and will act on the instruction of the client. It is the client's responsibility to take reasonable steps to ensure the content they provide is not under copyright.

If it is found that we have been supplied with materials under copyright and are instructed by court authority to take the content down, we will of course comply. The client will absorb all costs related to copyright infringement, including development time to comply with court requests.

If you wish to integrate any third-party software with your website, Sweet Orange Media takes no responsibility whatsoever for issues relating to the suitability, functionality, or compatibility of that

software with the website. You will not expect Sweet Orange Media to perform any third-party software integrations as part of their service.

All photography and graphics for the website are to be supplied by the client at the client's expense. Sweet Orange can take photographs or recommend a suitable photographer. This will be charged additionally and quoted separately.

We will optimise your website for Search Engines but cannot guarantee 1st page listing (no one can).

All work created by Sweet Orange for the client will be owned and copyrighted by Sweet Orange until the time the website or project has been paid for in full.

The website design will be based around the template selected from the chosen system's free templates. To learn more about the WordPress Content Management System (CMS) and function as in the video tutorials section at wordpress.org. A manual for how to make changes in WordPress or any other CMS can be provided at an additional cost, to be quoted separately.

The background of the site will appear differently from computer to computer, based on the resolution that is set. WordPress websites are optimised to show on the majority of computers with no scroll bar appearing, forcing the viewer to scroll left and right.

Computers with a resolution less than 1024px by 768px will unavoidably show a scroll bar. The maximum resolution catered to is 1920px by 1080px. This is usually achieved by using one background image. Upon request, we can have a repeating background pattern instead, which helps with load speed but does not allow for as much design flexibility. We cannot combine methods of using a background image and repeating pattern.

Colours differ from computer to computer, based on individual visitors' colour and monitor settings. Likewise, colours may appear differently when viewed on mobile devices. Fonts may appear differently from browser to browser, based on browser settings, computer settings, or the due to limitations of the browsers themselves.

Website hosting will be with a different provider on which we can advise. Requests to cancel web hosting and/or domain name registration services must be made in writing to the hosting company. Simply asking for a UDAI code will not cancel your hosting and domain payments. Payments will continue with the host until written notice is received.

Sweet Orange will make all reasonable efforts to ensure website loading speed and uptime is at optimum levels but will not be held liable by the client for issues relating to server/hosting performance or website functionality.

Liability

Services purchased from Sweet Orange are provided "as is" without warranty of any kind. In no event shall Sweet Orange be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of their website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses

directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design rests with the client.

Our Privacy Policy

Sweet Orange understands the importance of your privacy and how important it is for us to protect your personal information. We are committed to protecting personal information which we hold and to complying with all relevant privacy laws in the jurisdictions in which we operate, according to the Privacy Act 2020.

The Sweet Orange Limited ('Sweet Orange', 'We', 'Us') Privacy Policy is created to help you understand how we collect and use the personal information you may provide to us and to assist you in making informed decisions when using our site and our services.

This Policy applies to personal information submitted by you on this website operated by Sweet Orange, and to any information automatically retrieved during your visits to these websites. We are committed to ensuring the confidentiality and privacy of all personal information we may collect during the conduct of our business.

How do we Collect Personal Information?

Collection of your personal information such as your name, email address or phone number may be required to enable us to respond to any query that you may have. This personal information will enable us to liaise with you to provide you with the information that you need.

If you wish to purchase Services from us, we will require you to voluntarily provide us with other personal information such as your full name, address, postcode, contact telephone numbers. No matter how your personal information is collected, it will be dealt with by Sweet Orange in accordance with this Privacy Policy.

Where possible, personal information is collected directly from you by your use of our website. In situations where you personally provide us with your personal information shall imply your consent to our collection on the basis that we have informed you herein what personal information will be recorded and for what purposes.

How do we Use the Personal Information?

We use information for the purposes of administering and expanding our business activities, providing customer service and making available other products and services to our customers and prospective customers. We use the personal information collected from you to:

- provide you with information or services at your request;
- register your contact details; and
- establish and maintain our relationship with you;

We do not disclose any personal information for any other purposes without your consent unless required by law.

From time to time, we may use your personal information to provide you with updates or new services and features on our website.

If you inform us that you no longer wish to receive information from us, we will not send you any further material. You can however, change your mind about receiving this information at any time by contacting us.

Security of Your Personal Information

We take all reasonable precautions to safeguard personal information from loss, misuse, unauthorised access, modification or disclosure are taken as follows:

- external and internal premises security
- restricted access to personal information
- confidentiality agreements with contractors and third-party organisations where necessary
- maintaining technology products to prevent unauthorised computer access

In most cases, a summary of your personal information held by us, such as your name and address details, contact telephone numbers, are freely available to you.

All requests for access to personal information will be handled as quickly as possible and we shall endeavour to process any request for access within 30 days of having received the request.

We may be required by law to retain personal information for a period of time after you have ceased your relationship with us.

We are not always required to provide access to personal information upon request.

Access may be refused in a number of circumstances, such as:

- where the information may relate to existing or anticipated legal proceedings
- where required or authorised by law
- where the request is regarded as frivolous or vexatious
- Sharing Information with Third Parties

The information we collect is used to improve the content and the quality of our service. We will not under any circumstances release, sell, publish, or give away personal information to any other person or organisation unless required by law or subject to the consent of the information supplier.

Information obtained from website users may be collated and used for statistical purposes, but will not identify the user in any way.

Sensitive Information

Sweet Orange does not collect sensitive information. Any information provided by you in this regard will not be recorded or retained by us unless your consent is provided.

Non-Personal Information

Our website records standard information such as time, date and URL of request (the web page you arrived from) via our web servers. This information is recorded by all web servers and is used to improve

the functionality, structure and performance of our website. We analyse non-identifiable web traffic data to improve our services and the use which visitors make of this website.

When you use the website our server logs the following information, which is provided by your browser: your server's IP address (a number which is unique to the machine through which you are connected to the Internet) or your personal IP address, the type of browser and operating system you are using, the domain name of the referring site (e.g. the previous Site that you visited).

This information does not personally identify you. We analyse this non-personal information for certain trends and statistics, such as which parts of the website users are visiting, which features or services are most popular and to measure the effectiveness of advertising. We do not disclose information about individuals except for the reasons set out above.

Your Consent

By using the Sweet Orange website, you consent to our collection and use of your personal information as described in this Privacy Policy. If we change our privacy policies and procedures, we will post those changes on this site to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it.

By using the Sweet Orange website, you are agreeing to this Privacy Policy.