

WEBCONCEPT (NZ) Trading as SHOWSTREET© agrees to provide the SHOWSTREET© service to the client or business named in this contract subject to the following conditions:

1. General Terms and Conditions

- a. This service agreement defines a set of rights and responsibilities for the client or business (you) who receives services provided by WEBCONCEPT (NZ) Ltd.
- b. WEBCONCEPT provides a web street view business listing, general web services and or additional services to you. WEBCONCEPT will provide its service to the best service level available notwithstanding constraints placed on the delivery medium, which may be beyond the direct control of WEBCONCEPT
- c. No on-line practice in the SHOWSTREET© context that contravenes the Human Rights Act, or the Employment Relations Act, will be entered into knowingly by the client or business entering this contract.
- d. Any such breach discovered subsequently by WEBCONCEPT (NZ) staff will result in the material causing the breach being removed immediately from the SHOWSTREET© site, subject to investigation.
- e. No on-line practice in the context of SHOWSTREET© that contravenes the Sale of Goods Act, the Fair Trading Act, or the Consumer Guarantees Act will be knowingly entered into by the client or business named in this contract.
- f. Any such breach discovered subsequently by WEBCONCEPT (NZ) Ltd staff will result in that material being removed immediately from the SHOWSTREET© site.

2. Obligations of WEBCONCEPT (NZ) Ltd

- a. WEBCONCEPT shall provide the SHOWSTREET© Service in a continuous and uninterrupted way for the client or business party to this contract, in so far as it is within the technical and human capacity of the company and its agents to do so, and subject to 'Force Majeur' over which the company has no control.
- b. Services provided by WEBCONCEPT can be temporarily shut down without prior notification if following cases occur:
 - i. Mechanical or technical faults/break downs.
 - ii. For routine, preventive or otherwise scheduled maintenance.
- c. WEBCONCEPT will never make inappropriate, unethical, or illegal use of personal, client or business information obtained at the time a contract is entered into, or the information you access or receive by using our services. Appropriate usage of personal information is deemed as below:
 - i. Purpose of service provision (various setup through agents or by us)
 - ii. For passing information to debt collection agencies in case where the account is unpaid 90 days from the due date.

3. Your responsibility to us

- a. Duty of non-disclosure to other parties of any information related to the CMS.
 - i. Where the use of a CMS (Content Management System) is undertaken by a client or business to update or amend the content of their message space in the SHOWSTREET© context, disclosure of the password and login for the CMS shall be limited to duly authorised agents of that business, and to the client.
 - ii. Disclosure of access passwords and logins for SHOWSTREET© CMS to unauthorised persons shall constitute a contractual breach which may result in the immediate loss of access to the CMS.
- b. Login I.D. and the password issued from WEBCONCEPT to you, must be remained confidential to you and WEBCONCEPT. You have the responsibility of keeping the user account confidential. WEBCONCEPT is not responsible for any consequential losses due to misplacing/sharing of an account, If you lost your account details or feel that someone else other than you is using the account (Login ID and password), then you must inform WEBCONCEPT as soon as possible.
- c. You cannot re-sell or transfer WEBCONCEPT's contract to another party, and any subsequent loss or damage incurred after any such event or transfer is the responsibility of the contract holder.
- d. Any commercial resale or on-selling of service provided by WEBCONCEPT under this contract is strictly prohibited.
- e. The following rules and restrictions must be understood and adhered to.
 - i. No client business or business party to this contract shall:
 - ii. Attempt any attack on the SHOWSTREET© site. Such an attack shall constitute grounds for criminal prosecution.

- iii. Use the SHOWSTREET© site to bring WebConcept (NZ) Ltd, its employees and or directors or the SHOWSTREET© service, into disrepute. To do so will constitute criminal libel and will therefore be actionable at law unless otherwise provable as true.
- iv. Provide false or deliberately misleading information at the time of application, or at the time of updating personal information.
- v. Intentionally expose the public to risk from Malware, viruses, or material of an offensive nature through the CMS.
- vi. Undertake any other action that is prohibited by the law or prohibited by internal regulations or set by WEBCONCEPT from time to time.

4. Termination of contract to provide a service.

- a. Cancellation can be arranged by phone/fax/email/letter
- b. Non payment of fees contracted for the service in this contract.
 - i. The client or business contracting to the SHOWSTREET© service may have its contract terminated by the company thirty days after a payment has fallen due and has not been paid by the client or business, where such a non payment is followed by contiguous and consecutive non payment for the service totalling two or more non payments.
 - ii. The company shall take all measures necessary to establish a reason for the non payment, prior to terminating the service for the business or client.
- c. Cessation of trading: Insolvency, Liquidation, by the client or business.
 - i. The client or business subject to this contract shall notify WebConcept (NZ) immediately in writing, in the event that it ceases to trade, or begins to trade under a name other than as named on this contract.
- d. WEBCONCEPT requires notification of cancellations of service at the earliest time the requirement to cancel arises. Any balance remaining unpaid must be cleared up to the date where service ceases.
- e. Prepaid amount balances will not be refunded.

5. Changes to the cosmetic appearance of the business premises.

- a. The client or business subject to this contract shall notify WebConcept(NZ) Ltd immediately in writing, in the event that the cosmetic, aesthetic or structural façade of the building is altered to reflect a change in style, name, or nature of business, stating their contract number and address in the communication.

6. Changes and suspension request for services

- a. The change of ID/Password or service plan may require payment of an additional charge to the customer. And those who use our service, beyond a reasonable rate of requests. WebConcept may at any time elect to waive the charge depending on circumstance.
- b. Requests for temporary suspension of account or any other alteration of account must be in writing to WEBCONCEPT at least 7 days to the desired date. It is the responsibility of the client to confirm your business or client account status. WEBCONCEPT is not responsible for any loss or damage caused by un-confirmed and unwritten undertaking made between WEBCONCEPT and the client or business party to this contract.

7. Alteration to these terms

- a. WEBCONCEPT reserves the right to alter terms and conditions when necessary due to unforeseeable circumstances. Alteration will be pre-notified to you by email, letter and/or be published under announcement section of the WEBCONCEPT homepage.

I am a duly authorised agent of the company or business entity listed on the contract and accept the terms and conditions.