

These Terms & Conditions ("Terms") govern your use of services provided by Magco ("Magco", "we", "us"). By engaging Magco, you agree to be bound by these Terms.

1. Services

Magco provides digital marketing, website development, SEO, social media advertising, AI solutions, Genesis CRM, Virtual Marketing Department services, and related advisory services as outlined on our website or in a Statement of Work ("SOW") or proposal. We may update our Services from time to time with reasonable notice where changes are material.

2. Service Availability & Communication

- Business Hours: Monday – Friday, 9:00am – 5:00pm (NZT)
- Primary communication channels: email and/or agreed project management platform
- Meetings are scheduled in advance unless urgent
- Standard (non-urgent) emails responded to within 1 business day
- Urgent issues (e.g. site down) acknowledged within 4 business hours

3. Client Responsibilities

The Client agrees to:

- Provide timely feedback, approvals, and required materials
- Ensure all supplied content, claims, and offers are accurate and compliant
- Provide access to relevant platforms and accounts
- Review deliverables within agreed timeframes
- Not use the Services for any unlawful, deceptive, or harmful purpose

Delays in client input may affect delivery schedules.

4. Fees & Payment

- Billed monthly in advance, payable within 7 days of invoice
- Work outside scope charged at \$149.00 + GST/hour unless otherwise quoted
- All prices are exclusive of GST unless stated
- Late payments may incur interest of 2% per month on the outstanding balance
- Magco reserves the right to pause or terminate services for accounts overdue beyond 14 days

5. Revisions & Change Management

- Reasonable revisions are included within scope
- Requests outside agreed scope require written approval and may affect timelines and pricing
- Significant changes may require an updated proposal or agreement

6. Intellectual Property & Confidentiality

- All deliverables remain the property of Magco until full payment is received
- Upon full payment, the client is granted a perpetual, non-exclusive licence to use final assets
- Both parties agree to maintain confidentiality of proprietary information
- Magco may reuse non-confidential code, frameworks, and methodologies developed independently
- Magco may feature completed work in its portfolio and marketing materials unless the client objects in writing

7. Third-Party Platforms & Ad Spend

- Ad spend budgets are separate from Magco's service fees and are paid directly to the relevant platform
- Campaign performance is subject to platform algorithms and market conditions — no specific results are guaranteed
- The client remains the account holder and retains ownership of their platform data

8. Warranties & Disclaimers

- Services are provided "as is" without any warranty of merchantability or fitness for a particular purpose
- No guarantee of ranking, visibility, traffic, or sales is implied or expressed
- SEO performance is subject to factors outside Magco's control including algorithm updates, competitor actions, and content changes
- Hosting uptime is governed by WP Engine's own SLA; Magco is not liable for their downtime or maintenance windows

9. Data Protection & Security

- Magco implements reasonable measures to secure data and credentials
- Magco handles personal information in accordance with the New Zealand Privacy Act 2020; see our Privacy Policy at magco.co.nz
- The client is responsible for maintaining original copies of website assets and content
- Magco is not liable for unauthorised access or breach beyond its reasonable control

10. Limitation of Liability

- Magco does not warrant uninterrupted service or specific results
- Magco is not liable for data loss resulting from malware, client error, or third-party failure

- Magco shall not be liable for any indirect, special, incidental, or consequential damages including loss of revenue, profit, data, or goodwill
- Total liability for any claim shall not exceed the aggregate fees paid by the client in the preceding three (3) months

Nothing in these Terms excludes liability that cannot be excluded under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or other applicable New Zealand legislation.

11. Indemnity

The client agrees to indemnify and hold harmless Magco, its directors, employees, and contractors from any claims, damages, or expenses arising out of:

- Client-provided materials that infringe third-party rights, are unlawful, or misleading
- Actions or instructions of the client implemented in good faith by Magco
- Loss or damage caused by the client's negligence or failure to follow Magco's recommendations

12. Termination

- Either party may terminate with one (1) month written notice
- Upon termination and full payment, the client retains rights to final deliverables
- Magco may suspend service for non-payment after 7 days overdue

13. Force Majeure

Neither party is liable for delay or failure to perform due to events beyond reasonable control, including but not limited to natural disasters, power outages, labour disputes, cyber-attacks, third-party platform failures, or government actions.

14. General

- Entire Agreement: This document constitutes the entire agreement and supersedes all prior communications
- Amendments: Must be in writing and signed by both parties
- Assignment: The client may not assign or transfer rights without Magco's consent
- Severability: If any clause is invalid, the remainder remains enforceable
- Jurisdiction: This agreement is governed by the laws of New Zealand
- Notices: Official notices by email are deemed received upon successful delivery confirmation
- Updates: Magco may update these Terms from time to time; continued use of the Services constitutes acceptance

15. Contact Us

If you have any questions about this policy, please reach out to our team:

Magco

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