

## Your Easy Web Solutions Web Design Terms and Conditions

### 1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Your Easy Web Solutions Pty Ltd for its clients.

### 2. PAYMENT STRUCTURES

Unless agreed differently based on proposal, a 50% payment of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the “approval of work” and “rejected work” clauses. We reserve the right not to commence any work until the payment has been paid in full. The 50% payment is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The payment is not refundable if the development work has been started and you terminate the contract through no fault of ours.

### 3. SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Unless outlined different in proposal, such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

#### 4. CHANGES AND ADDITIONAL REQUESTS

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification. Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of \$120.00+GST per hour. Upon completion of the project we provide 30 day free change period. This period allows you to request changes within the scope of the project. This includes: content updates, new pages created, images and videos added.

#### 5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

#### 6. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.

## 7. REJECTED WORK

If you reject any of our work within the 7-day review period, or not approve subsequent work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

## 8. PAYMENT

Upon completion of the 7-day review period, we will invoice you for the 50% balance of the project.

## 9. WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material that you supply to us to include in your website or web applications. You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

## 10. SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation while completing the website according to current best practice.

## 11. DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of Your Easy Web Solutions Pty Ltd under any term,

condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, re-repair or re-supply of the services or the payment of the cost of the services that we were contracted to perform.

## 12. SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

## 13. NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

## 14. BACKUPS

Unless hosting your website with us, you are responsible for maintaining your website and maintaining backups. We will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us. Our hosting packages include backups and maintenance.

## 15. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING

We encourage all of our clients to buy domains in their own names, business names and ABNs. It is best practice to have complete ownership of domain names.

Web hosting is provided via our leased servers, on which we provide added services, licenses and optimisations. We offer managed hosting packages to ensure that your website is optimised for speed and security, hence we are unable to give out hosting logins. If you are unable to complete your file transfers via the default WordPress Media Library / Theme / Plugin uploads, any file transfers to and from the server can be arranged with us.

Upon completion of work and receiving full payment, all work becomes client's intellectual property, apart from licenses to premium themes and plugins and extra services, which are related to our managed hosting packages.

If you wish to migrate away from our managed hosting, we will provide you with the necessary databases and files.