

## TERMS & CONDITIONS

All services provided by Online Visions Web & Multimedia, hereafter referred to as "Online Visions", to the Customer hereafter referred to as "the client", are subject to the following terms and conditions.

### 1. PROJECT COMPONENTS

#### a. Quotations

Upon requesting a quote, the client will be sent a written confidential quotation in electronic format. The quote will outline the project specifications and costs for products and/or services requested.

All quotes are valid for 30 days only, and are subject to change should the scope of requested project change, or if further information is supplied by the client and Online Visions deems that more resources are necessary to complete the project than originally anticipated. Any changes to quotes will be in consultation with the client.

#### b. Acceptance

Acceptance of a quotation supplied by Online Visions is by way of completing and signing the "Project Acceptance" form and returning it to Online Visions. Upon acceptance the project deposit is also payable before any work can commence on the project. The project deposit is outlined in each quotation sent to by Online Visions. Other charges (such as template design license fees) may also be payable at this time. Once payment of the project deposit, and signed acceptance of the Project has been received from the Client, Online Visions will advise of when work will commence on the Project.

#### c. Changes or Variations to the Project

After acceptance, if changes or variations to the project are requested by the Client that are not within the project quotation these tasks will be performed by Online Visions at the standard website maintenance rates (see below in section 1 part j) and billed to the Client at the completion of the project.

In the event any single change or set of changes requested is likely to amount to \$500.00 or more, an "Amendment to Quote" form will be sent to the Client setting forth:

1. The details of the additions and/or variations requested
2. The additional cost or price adjustment from the original quoted cost for development for the implementation of the additions and/or variations requested (including any additional deposit payment required).
3. Any changes to the estimated time of delivery and other such information that either party deems material.

After submission of the Amendment to Quote to the client, the client shall accept or reject it in writing within 5 business days. If the client fails to accept the Amendment to Quote, the original unmodified Project Brief shall remain in effect.

Once the client accepts the Amendment to Quote; if applicable payment of additional deposit is required. Upon receipt of this payment the details of additions or variations to the project contained therein become part of the project.

Online Visions retains the right to decline to carry out any work not detailed in the original quote request, without giving reason.

#### d. Custom Design

During the design process, it is expected that the client will work with Online Visions to reach the results outlined in the project briefs. This includes providing timely feedback on creatives presented, as well as a willingness to clarify and elaborate on details as required. The client must at all times work with Online Visions to achieve the outcomes specified in the Project Brief.

One (1) original design concept will be created and presented to the client, this design will include any customized artwork, navigation system and if applicable based on themes, images/pictures, colours and styles requested or supplied by the client.

The client is allowed to request three (3) sets of changes from the original design concept; these changes must be listed in writing and emailed to Online Visions. Any further design changes will be classified as over and above the quoted price for the project and will be implemented at an additional charge of \$110.00 (GST INC) per hour.

The design must be approved in writing by the Client before development of the project can proceed. Any changes requested to the design after approval has been provided will be classified as over and above the quoted price but can still be implemented at an additional charge of \$110.00 (GST INC) per hour.

Any discarded concepts, ideas, designs and/or code remain the property of Online Visions, and must not be used by the client under any circumstances, unless purchased separately.

**e. Template Design**

Both parties agree that the project will be developed using the clients' choice of design template. The client acknowledges that their choice of template must be provided to Online Visions prior to development of the website. After such time the choice of design template cannot be changed without incurring additional charge.

The client acknowledges that any price for development of the project does not include the cost of the template. The price of each template is advertised on the Online Visions website.

The client acknowledges that the cost of their chosen template must be paid with the project deposit prior to commencement of the project.

Copyright of the design template is retained by its creator and is supplied on a one-time usage license to the client under the terms outlined at <https://secure.template-help.com/preset/terms.php>. The client hereby acknowledges that they are not authorised to use the same template on any other website(s) unless additional template licenses are purchased for each individual website it is to be used on.

The client acknowledges that unless otherwise agreed upon and included within the project quotation, customisations made to the template are restricted to the changing of colour and placing the clients' existing company logo or company name in the template only. Further customisations to the template can be made at agreed additional charge.

**f. Shopping Cart**

Any included shopping cart system within the project is released on a one-time usage license to the clients specified domain name. At the clients' request the license can be transferred at any time to another domain name. This license is effective unless terminated by the Client, at which time the ownership of the license is transferred to Online Visions. The license is issued only for purposes of operating an electronic commerce store on the Internet.

**g. Security/Online Payment**

All ecommerce components; including secure order forms, systems or shopping cart/catalogue system are secured by industry standard SSL web server encryption technology. If the client has chosen to receive credit card transactions through email or from an online administration access, for manual transaction processing, Online Visions guarantees to provide the highest industry standard of web server security and encryption available; however Online Visions is not liable for credit card theft or fraud that is the direct result of this security being compromised.

The client may choose any online payment gateway provider and are not obligated to use any company recommended by Online Visions. If applicable, any charge for integration of any online payment gateway into the clients' website is to connect the website order form/system or shopping cart/catalogue system to the chosen online payment gateway; and perform various tests to ensure connectivity has been achieved without error. All charges by the online payment gateway provider are over and above the charges outlined in a quotation, and will be invoiced directly from the online payment gateway provider to the client. Online Visions is not responsible or liable for any issues arising from any transactions or problems caused by the payment gateway, including but not restricted to credit card theft or fraud, whether the company chosen by the client has been recommended by Online Visions or not. In the event of such problems the client should take the issue up with their online payment gateway provider.

**h. Website Administration**

If the project contains a shopping cart and/or content management system to which the Client is supplied an online based administration area to make changes to the website; the client hereby acknowledges that the client is solely responsible for dealing with persons who access this administration facility and is responsible for the security of the username and password provided. Online Visions does not accept any liability or responsibility for or in connection with any data loss, corruption, errors, interruption or other consequences which may arise from the unauthorised use of the website administration area.

The client accepts that it is their responsibility to attend to any customers or staff using the administration area and warrants that any complaints or enquiries relating to an administration area received will not be referred to directly Online Visions.

**i. Project Timeframe**

Online Visions shall use commercially reasonable efforts to meet any timeframe for completion of the project supplied before the commencement of the project or during the development of the project.

Such scheduled dates or delivery time frames in all cases represent estimates only, and should never be accepted either explicitly or implied as a guarantee of delivery on or prior to the above-mentioned dates.

All estimates are given based on original project scope, and as such any extra requirements or work required during this period may affect delivery targets.

The client agrees not to hold Online Visions liable for any losses associated with project delays.

**j. Provision of Information**

The client accepts it is their responsibility to provide information for the development of the project, whether this is supplied directly to Online Visions or via a third party. The client acknowledges that any delays in receiving any such information is their sole responsibility and may cause delays in the project completion.

The client acknowledges that after submitting the information required for development of the project, requesting changes to already completed parts of the project or additions to the project will incur an additional fee and will delay any project timeframe.

Unless prior arrangements are made and agreed upon in writing by both parties, if work on the project is delayed for a period of 30 days or more due to the client's failure to supply any information or content required to complete the project, and the client makes no attempt to formally cancel this agreement; Online Visions has the right to withhold any work produced up until this time; invoice the client for the work completed thus far and revise the quotation at the time the client wishes to continue the project.

All text must be supplied by the client in its final draft and be provided as an email, or email attachment, or provided on a CD-ROM or removable disk. Acceptable file formats are Text (.txt), word(.doc), Rich Text Format (.rtf) or HTML (.htm/.html) document. Any text provided by fax, in person or by post, that is either printed or handwritten, will incur a charge of \$55 per hour (GST inclusive) to have Online Visions type or retype the text for inclusion in the project.

Images and photographs should be supplied in high resolution in either jpeg, gif, tif, png or psd formats. Illustrations and logos may be supplied in ai, eps or pdf format. Online Visions agrees to resize any supplied images, photographs or illustrations to an appropriate size for inclusion of the website, during the course of the project development.

**k. Project Completion**

A project is deemed complete when the requirements detailed in the project quotation are fulfilled by Online Visions. Project completion is otherwise implied by;

1. Written acceptance of the project by Client
2. Use of the project by Client or upload of the project to the Clients' web server.
3. Failure of Client to respond to requests for information after 30 days.

Any changes, additions, upgrades or enhancements made to the project after completion (with the exception of fixing any errors or omissions caused by Online Visions) will be charged at standard website maintenance rates, this is inclusive of fixing any errors or omissions in the project that were caused by incorrect information supplied by The Client.

**l. Website Maintenance**

Any changes in design, functionality of the website, upgrades or enhancements or content changes are considered "maintenance". Maintenance rates of vary dependant on the required task but are divided into the following categories.

- Level 1 - changes to Design, Programming, Multimedia (animation, video) - \$110 (GST INC) per hour
- Level 2 – standard content changes (eg. replacement or addition of text and photographs) - \$55 (GST INC) per hour

All website maintenance has a minimum charge of one hour. The client acknowledges that unless a quote is requested upon sending the request for maintenance tasks to be performed to Online Visions that said tasks will be completed and billed to the Client at the applicable hourly rate. With the exception of maintenance tasks that have an expected cost of \$500.00 or more a quotation will be provided and one third deposit will be required before any work will be performed.

Payment of said fees for website maintenance shall be made in accordance with section 2 of these Terms & Conditions.

For any maintenance performed on websites not hosted by Online Visions, full payment must be received before the updated files or material can be handed over to the client, or uploaded to the Clients' web-server. For websites hosted with Online Visions updates are uploaded directly to the server and 14 Days is allowed for payment, after such time the updated files will be removed if payment has not been received.

Maintenance only applies to completed websites only, for changes to projects still under development please see above under Section 1 part c. Changes or Variations to Projects.

**m. Design Credit**

The client agrees to Online Visions placing a link to the Online Visions website located at <http://www.onlinevisions.com.au> , at the bottom of the main page of the website as identification that the website has been created by Online Visions.

## 2. PAYMENT TERMS

- a. The client and Online Visions agree that the services described out in the quotation shall be completed for the total sum outlined in the quotation. This is inclusive of 10% GST and if applicable, any promotional discounts eligible to the Client.
- b. A non-refundable deposit of one third of the total sum quoted for development of the project is payable before the commencement of the project.
- c. Both parties agree that the remaining balance of the total sum for development of the project will be paid upon completion of the project; prior to the project being released to the client or uploaded to the client's web server for commercial use.

If a monthly payment arrangement has been agreed upon prior to the commencement of the project the both parties agree that the first instalment will be paid upon completion of the project with subsequent payment instalments being charged to the clients' credit card each month.

- d. The client hereby acknowledges that the total sum quoted for the development of the project will be varied to include charges incurred in respect of:
  - Any work additional to that included on the specified quote form.
  - Disbursements for any costs incurred by Online Visions Any stamp duty, bank fees, dishonour charges or transfer charges incurred by Online Visions relating to the method of payment by the client. The client hereby agrees to reimburse Online Visions any such charges at the time they are incurred, in addition to the agreed charges for services.
- e. The client acknowledges that any invoice issued from Online Visions to the client must be paid within 14 Days.
- f. In the case of failure to pay any invoice within 14 Days, Online Visions reserves the right to withhold all work produced, or suspend the client's website and email facilities until such time as any unpaid monies are received.
- g. Unless prior arrangements are made and agreed upon in writing by both parties, failure to pay any invoice or monthly payment for a period of 30 days or more will result in cancellation of this agreement and all monies paid by the client will be forfeited. Upon cancellation of this agreement on the basis of failure of payment all rights to the work produced will be solely the property of Online Visions, who has the right to sell the work produced to any third party or to take legal action against the client to recover all costs in relation to this agreement and the work produced.
- h. All pricing contained within this agreement is in Australian Dollars (AUD).

## 3. COPYRIGHT AND REPRODUCTION RIGHTS

- a. The client represents to Online Visions and unconditionally guarantees that any elements of text, graphics, photos, video footage, sound or music files, designs, trademarks, logos or other artwork supplied to Online Visions for inclusion in Web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and is not in breach of any copyright infringement. The client will indemnify and hold harmless Online Visions from any and all claims or suit arising from any content supplied for inclusion within the project.
- b. Online Visions represents any work included within the project which has not been supplied by the client and has either been created by Online Visions or supplied from an outside source, will not knowingly infringe upon any statutory copyright and will contain no matter contrary to the law. Online Visions will indemnify and hold harmless the client from any and all claims or suit arising from these elements of the website.
- c. Copyright to the assembled work of Web pages produced by Online Visions is owned by Online Visions, until final payment of this contract is met, at such time all rights owned by Online Visions as to the design, graphics, and text in this Web site transfer to the client, with the acceptance of any template design or software that has been issued under a one-time usage license.
- d. Copyright and ownership development work and associated development files created by Online Visions for the project remain the property of Online Visions. This is inclusive of, but not restricted to, .fla, .ai, .png, .psd file formats. The client acknowledges that none of these files will be handed over unless otherwise agreed upon for additional charge.
- e. Copyright and ownership of any source code remains the property of Online Visions or the respective author of the source code (if written by a third party), this is released to the client on a license basis only for the website and domain name the works were produced for. The client does not have the right to reproduce the source code as their own.
- f. Online Visions, its sub-contractors and employees reserve the right to use the artwork and Website pages for display as examples of their work on their website or respective portfolios.

#### 4. WARRANTIES & LIABILITIES

- a. Online Visions will take dutiful care in undertaking the agreed services, however, as the work is undertaken using information by the client, Online Visions does not warrant or represent that the site will be free from errors or omissions.
- b. Should any errors in operation (ie: "bugs") present in the project, Online Visions agrees to rectify said errors at no cost for a period of 12 months from date of 'go live' of the website, providing;
  - 1. The website has not been modified by third parties
  - 2. The error or bug has not been caused directly or indirectly by the client

Should any of the above statements not be true, Online Visions at their discretion may rectify technical issues, which will be charged at Online Visions' standard maintenance rates.

Warranty does not include additions to the website functionality, changes in design, upgrades or enhancements or content changes.

- c. Online Visions does not warrant that the functions of the web site will meet the client's expectations of site traffic or resulting business. In no event will Online Visions or its sub-contractors be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or Web site.
- d. The client warrants to Online Visions that the matter within the work and/or services in no way contravenes any State or Federal Legislation, Copyright or Trade Mark Laws, or any other statute, Regulation or Law whatsoever, and contains nothing obscene, indecent or libelous, and is not false, misleading or deceptive and is not likely to mislead or deceive in anyway whatsoever; and that the Customer agrees to indemnify Online Visions and it's owners, employees and agents against all claims, demands, damages, costs, penalties, suits and liabilities of any nature however caused whether by negligence or otherwise.

#### 5. CONFIDENTIALITY

This Agreement creates a confidential relationship between Online Visions and the client. Information concerning both the client's and Online Visions' business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. The client and Online Visions, and employees of both will adhere fully to this confidentiality agreement.

#### 6. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws in force in the State of Queensland, Australia. Both parties hereby agree to submit to the exclusive jurisdiction of the courts in the State of Queensland, Australia for determining any dispute concerning these Terms and Conditions.

#### 7. ENTIRE AGREEMENT

These terms and conditions represent the full understanding between the Client and Online Visions, and there is no other agreement, oral or written, between them.

#### 8. AMENDMENTS

These Terms and Conditions supersede any previous Terms and Conditions or Agreements distributed in any form.

Online Visions reserves the right to revise or change these terms and conditions at any time, at which time a notice will be posted on the Online Visions website advising of date of such changes. The Client accepts that by doing this, Online Visions has provided the Client with sufficient notice of the variation.

#### 9. ACCEPTANCE

*Please confirm your acceptance of the project and these terms and conditions by signing the acceptance on the following page and returning to Online Visions by Fax (07 33196383) or Email ([info@onlinevisions.com.au](mailto:info@onlinevisions.com.au))*

## PROJECT ACCEPTANCE

Quote Number: .....

### CLIENT DETAILS

Company Name: ..... ACN/ABN: .....

Contact Name: ..... Position: .....

Phone: ..... Fax: .....

Email: ..... Website: .....

Street Address: ..... Suburb: .....

State: ..... Postcode: ..... Country: .....

Postal Address: ..... Suburb: .....

State: ..... Postcode: ..... Country: .....

### Acceptance

I/We hereby authorise Online Visions proceed with the development of the project specified under the above Quote number. I/We have read, understand and agree to be bound by the Online Visions terms and conditions of service. I/We understand that work on the project will not commence until the project deposit has been paid in full.

Signature: .....

Signature 2: .....

Full Name: .....

Full Name: .....

Position: .....

Position: .....

Date: .....

Date: .....