

## Introduction

This document defines the terms and conditions of our working relationship. Unless otherwise agreed to in writing by both the parties, the terms of this Agreement will commence on receipt of deposit.

All services that Tamworth Web Design may be contracted to produce or provide for our clients (referred to as CLIENT) will be subject to the following:

## Our Commitment to you

- i) We respect our CLIENT's confidentiality (Item 7).
- ii) If the CLIENT determines that the website does not comply with the project components agreed to in the proposal, Tamworth Web Design agrees to carry out any necessary and reasonable modifications without extra charge (Item 19).
- iii) If the CLIENT is not happy with our service, the CLIENT is free to move their domain name, website and data in its entirety to another service provider once costs are paid (Item 20.1).

## Definitions

As used herein and throughout this Agreement:

"Agreement" means the entire content of this Basic Terms and Conditions document, the Proposal document(s), together with any other Supplements designated in proposal, together with any exhibits, schedules or attachments hereto.

"Content" means all materials, information, photography, writings and other creative content.

"Copyrights" means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Australian and International Copyright Law.

"Deliverables" means the services and work product specified in the Proposal to be delivered by Tamworth Web Design to the Client, in the form and media specified in the Proposal.

"Services" means all services and the work product to be provided to Client by Tamworth Web Design as described and otherwise further defined in the Proposal.

"Trademarks" means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables.

"Open Source Software" means computer software that is available in source code form for which the source code and certain other rights normally reserved for copyright holders are provided under a software license that permits users to study, change, and improve the software.

"Ongoing Management" means the ongoing work to keep the website functioning and secure. This includes, but is not limited to: data management, backups, maintenance, upgrades and software patches.

## General Terms

### 1. Authorisation

The CLIENT authorises Tamworth Web Design to perform the services outlined in this agreement on the CLIENTS' behalf, which may include, but is not limited to, accessing their hosting account and disk space, creating databases and applications, and submitting the project to search engines.

### 2. Agreement Scope and Period

Services supplied, costs and rates are limited to what is specifically set forth in the proposal. Any additional services may require further costs, agreed upon before work commences.



## 10. Copyright

10.1 The CLIENT is responsible for all trademark, service mark, copyright and patent infringement clearances. The CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials Tamworth Web Designs uses for this project. The CLIENT indemnifies Tamworth Web Design against any loss or damage arising directly or indirectly from any unauthorised use of photographs, text, or other Intellectual Property not under copyright ownership of the CLIENT.

## 11. Project Copyright

11.1 After acceptance of the website and payment of all sums due by the CLIENT, Tamworth Web Design agrees to assign unrestricted copyright to use any materials produced by Tamworth Web Design as outlined in this agreement to the CLIENT including exclusive usage rights to unique graphics.

11.2 Tamworth Web Design reserves all rights over working and source files. The CLIENT does not have the right to resell, reuse or re-purpose any design or content supplied as part of this agreement unless specified.

11.3 Tamworth Web Design reserves all rights to license (open source) and release all software code including website templates developed under this agreement.

## 12. Open Source Software

12.1 Tamworth Web Design makes extensive use of open source software and components to supply websites and services to the CLIENT. Tamworth Web Design will not charge additional licensing fees on open source software.

12.2 The CLIENT indemnifies Tamworth Web Design against any loss or damage arising directly or indirectly from any failure of software supplied to the CLIENT.

12.3 All software and components not developed by Tamworth Web Design retain the original license and terms associated with them. Tamworth Web Design cannot assign any rights to the CLIENT and the CLIENT agrees to be bound by the original Author's terms.

## 13. Force Majeure

Tamworth Web Design shall not be deemed in breach of this Agreement if Tamworth Web Design is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God, death, illness or incapacity of Tamworth Web Design or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Tamworth Web Design's control (collectively, "Force Majeure Event").

Upon occurrence of any Force Majeure Event, Tamworth Web Design shall give notice to the CLIENT of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

## 14. Limitation of Liability

The services and the work product of Tamworth Web Design are sold "as is." In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates ("Tamworth Web Design parties"), to the CLIENT for damages for any and all causes whatsoever, and the CLIENT's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall Tamworth Web Design be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Tamworth Web Design even if Tamworth Web Design has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.



