

# TERMS AND CONDITIONS for WEB DEVELOPMENT and DIGITAL SERVICES

This Services Agreement (the "Agreement") contains the complete terms and conditions which govern your subscription of Website Design, Development and other Internet-related services provided by JCopy Corp Global (the "Services"). As used in this Agreement, "Copy Corp Global " means Copy Corp Global and "Client", "you", or "your" means you. You acknowledge that you have read the Agreement, and you agree to its terms and conditions and all policies posted on the Copy Corp Global site. As referred to in this Agreement, "Site" refers to a World Wide Web site and "Copy Corp Global" refers to the Site located at the URL <a href="https://www.copycorpglobal.com/">https://www.copycorpglobal.com/</a> or any other successor Sites owned or maintained by Copy Corp Global.

The following terms and conditions apply to all website development / design services provided by Copy Corp Global to the Client.

## Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

# Charges

Charges for services to be provided by Copy Corp Global are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. Copy Corp Global reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Payment for services is due by bank transfer. Bank details will be made available on invoices.

#### Client Review

Copy Corp Global will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies Copy Corp Global otherwise within ten (10) days of the date the materials are made available to the Client.

#### Turnaround Time and Content Control

Copy Corp Global will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon Copy Corp Global receiving initial payment, unless a delay is specifically requested by the Client and agreed by Copy Corp Global.

In return, the Client agrees to delegate a single individual as a primary contact to aid Copy Corp Global with progressing the commission in a satisfactory and expedient manner.

During the project, Copy Corp Global will require the Client to provide website content; text, images, movies and sound files

# Failure to provide required website content:

Copy Corp Global is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge.

If you agree to provide us with the required information and subsequently fail to do within two week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website.

## Payment

Invoices may be provided by Copy Corp Global prior to completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt.

# Additional Expenses

Client agrees to reimburse Copy Corp Global for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

## Web Browsers

Copy Corp Global makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that Copy Corp Global cannot guarantee correct functionality with all browser software across different operating systems.

Copy Corp Global cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, Copy Corp Global reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

## Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on Copy Corp Global 's Web space, Copy Corp Global will, at its discretion, remove all such material from its web space. Copy Corp Global is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will result in the Client's account being immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Copy Corp Global reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by Copy Corp Global in enforcing these Terms and Conditions.

#### **Termination**

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. Telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days. For subscription services, termination will occur at the completion of the current period unless agreed to in writing by Client and Copy Corp Global .

# Indemnity

All Copy Corp Global services may be used for lawful purposes only. You agree to indemnify and hold Copy Corp Global harmless from any claims resulting from your use of our service that damages you or any other party.

# Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants Copy Corp Global the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting Copy Corp Global permission and rights for use of the same and agrees to indemnify and hold harmless Copy Corp Global from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to Copy Corp Global that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

# Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on thumbdrive, CD or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by Copy Corp Global to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

# Design Credit

A link to Copy Corp Global will appear in either small type or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. The Client also agrees that the website developed for the Client may be presented in Copy Corp Global portfolio.

# Access Requirements

If the Client's website is to be installed on a third-party server, Copy Corp Global must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

#### Post-Placement Alterations

Copy Corp Global cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

## General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## **Governing Law**

This Agreement shall be governed by the law of New South Wales, Australia

# Liability

Copy Corp Global hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Copy Corp Global to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

# Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid.

# DOMAINS & Website Ownership

All domains purchased for the purpose of website development by Copy Corp Global remain the property of Copy Corp Global. The final website developed by Copy Corp Global remain the property of Copy Corp Global.

## **Contact Information**

Name of Business: COPY CORP GLOBAL

**Australian Business Number**: 70080289742

Email Address:contact@fauxhause.com

Website:www.CopyCorpGlobal.com

Place Of Registration: AUSTRALIA