

FLASHME WEB DESIGN POLICIES AND PROCEDURES

Revision 1.7 this document is often revised. Please save a copy of this version as it represents an agreement between you and Flashme Web Design.

QUOTES, PROPOSALS AND APPROVALS: Your quoted document will be delivered via email or the internet. If your proposal is an internet web site you should take care to save a copy of that document from your browser's file menu. You must specify which optional modules you would like included in your site. When you pay your deposit you are approving the most recent version of that proposal/quote and agreeing to receive those products and services for that price. Your online quoted document can be changed after payment of deposit only if both parties discuss and agree to the change.

COPYRIGHT: All materials delivered to me by the client are assumed to be the client's intellectual property. Flashme Web Design accepts no responsibility for any such materials and any claim made against the use of them will be made against you the client.

All visual materials produced by me; either photographs, layouts, video files or copy are released to you the client for your use in any manner once the invoice for such work is paid in full. You may not use the materials in publications until the work done to produce them has been paid for or unless you obtain express permission for such use. This includes materials for which the copyright has been purchased on your behalf. Stock photography can be covered by a variety of licenses and it is your responsibility to make sure any subsequent use of those resources is within their license terms.

The server-side programs and databases, and client-side scripting that make your website work, are the intellectual property of Brent Leggett. You may not, duplicate, reuse, move or sell any of these files produced for your website. Should you hire another designer or developer to make changes to those files, they must be made aware of these terms. The entire file package is licensed to promote your single organisation only.

REVIEW: If not otherwise stated in your quote document, you will have 2 review stages. The review process is strictly limited to 7 days for each stage. This means you will be given 3 days to view the new work and the remaining 4 days to submit your required changes. If no changes are requested in writing within this period, it will be deemed that you are completely happy with the work. Your site will go live and you will be invoiced for the entire remainder. PLEASE NOTE: This means that you must act quickly and decisively to make use of your allowed review stages.

The reason for this policy is that some clients simply can't decide if they want changes made and the work can be in a stale-mate for an extended period of time. In this state, there is nothing that we can do here. There are no changes requested and there are no monies forthcoming. In the past we have been stuck in this situation where a client hasn't had the time to review the site for over 12 months. This is simply unacceptable and by paying your deposit you agree to these terms.

COMPLETION: The quoted work is deemed complete once you approve it and it is “live”. In this case, the term ‘live’ means that the work can be found at the web address it was designed to be displayed at. In most cases, this is your domain name or a folder within that domain. As mentioned above, the work is also deemed complete 7 days after the work is submitted to you for review and you have not submitted any written request for changes to that work. At this point all quoted costs are payable unless you have entered into an agreement of scheduled payments. Your hosting year will begin at this date also.

UPDATES AND AMENDMENTS: I will be at your service to update and amend your site after the agreed work is complete. These updates are currently charged to all clients at \$95 per hour plus GST. This rate is subject to change and you will be notified of any such change prior to being charged a new rate. The work is logged on a minutely basis in the online client area and you can access it at any time to monitor your account. When the balance reaches or exceeds \$100 or 60 days (or thereabouts) an invoice will be produced for payment. The minimum time charged for any work is 20 minutes.

UNREQUESTED BUT REQUIRED UPDATES: Because of the nature of the internet, there are times when certain alterations need to be made to your site simply to get it to work again. This is usually due to some change in a programming language that is employed at our server. Sometimes a method or protocol that has been used for many years, opens a new security threat to your site or email. In this event, you will be notified of the reason for the malfunction of your site and the estimated time to modify it and bring it up to the new standard. This kind of thing is rare but a reality. The cost of such work will be quoted and must be paid by you, the client. Every effort will be made in the construction of your site to ensure its longevity.

PAYMENT: Flashme Web Design does not accept payment by cheque. Please pay amounts over \$200 via direct deposit into our account.

GST: If not otherwise stated, your quoted prices are exclusive of GST. This means that the final invoice will include an extra 10% being the GST component. If you, the client, are registered for GST, this amount can be claimed back from the ATO in your Business Activity Statement. If not, this cost will be incurred by you.

LATE PAYMENTS: In the event of a payment being in arrears of more than 60 days, I reserve the right to turn your web site and/or email off and delete it from my servers until such times as the account is settled. This is because hosting your site is an ongoing costs which we cannot keep paying for you unless your account is current. If you are having cash flow difficulties, please contact me to make an alternative payment schedule.

ONGOING COSTS & HOSTING: Web site hosting is a term referring to the storage and serving up of your web site files to the world via the internet. Your site will be hosted on our servers for a monthly quoted price - which can, in some circumstances, be paid annually in advance. The website built for you must reside on this server for it’s entire life and may never be moved except by us. The up-time for the servers used is excellent. It is battery and generator emergency-powered and your data is also routinely backed up. This does not ensure 100% uptime. The current rate of uptime for Flashme servers is around 99.8% There is simply no

way to avoid occasional brief downtimes. When this happens you will be notified via SMS or email of the outage and the reason if applicable. There are no discounts offered for downtimes.

TIMING: At the time of the payment of your deposit, you will be given a fairly accurate estimation of completion times. This completion date is usually delayed by the slow supply of resources by the client or by the inability to obtain control of your domain name. Flashme Web Design will not be held to a time frame unless all resources have been made available at the commencement of work. That being said, I am a sole trader, and I may from time to time be out of action due to illness or tragedy or etc. In such cases, I will keep you informed as to how this is likely to affect your completion date and I will appeal to you on a friendly basis for flexibility.

DOMAIN NAMES: In some cases, your domain name may have been purchased for you by a third party. There may even be a contract attributing the ownership of that domain name to that third party for a period of time or until accounts are paid or etc. It is imperative that you obtain the registrar login for the management of your domain name prior to the commencement of work on your new site. Alternatively, you can obtain a transfer authorisation code allowing us to move the domain name to a different registrar where Flashme can manage it for you.

You should never enter into a contract that gives ownership or control of your domain name to a third party. Your domain name is your online real estate, so to speak, your corporate digital identity and good will. It is of great value and must be protected.

SEARCH ENGINES: The simple presence of your site on the Internet does not guarantee that it will be listed in the first page or pages of any search engine results page. The relevance and findability of your site is affected by very many factors. Flashme Web Design will construct your site in such a way as to make it accessible to all devices and computers and all search engine robots and spiders. We will also present to you several ways to expose your site to the online world. It is important that you make use of these in order to move forward with your venture.

I have read and agree to these terms.

Signed: _____ Date: _____