

Website and Graphic Design Development Terms and Conditions

Dated: 1 February 2013

These are the terms and conditions for the provision of service by Made2Create for the development of website or graphic design.

Made2Create is a division of M2 Technology Pty Ltd (ABN: 24 061 357 373).

By signing the acceptance form for Made2Create's website and graphic design services, you confirm that you have read, understood and accept the terms and conditions below.

1.0 Definitions

"Client" or "You" means you, the client of Made2Create.

"Client data" means all information, data, text, logos, images, audio, movie clips and/or content in any form that forms part of the client's websites or emails.

"Commencement date" means the date that the Client agrees to engage Made2Create for provision of Services.

"Project fees" means the fees payable by the Client to Made2Create for the provision of Service, including any additional fees resulting from additions and modifications.

"Service" or "Services" means the website or graphic design services provided by Made2Create.

"Service Provider" means Made2Create or its third party service provider.

"Work" or "Project" means the website or graphic design the Client engaged Made2Create to create.

2.0 General terms and conditions

- 2.1 The Service Provider will supply the Service to you on the terms and conditions set out below.
- 2.2 If the provision of Service includes the provision of hosting services, the Hosting terms and conditions forms part of these terms and conditions.
- 2.3 The Service Provider reserves the right to modify, add or delete any terms and conditions set out below without prior notification.
- 2.4 The Service provided is based on discussions with the Client and Made2Create does not warrant or guarantee that the Service provided is appropriate to meet the needs and requirements of the Client.
- 2.5 Each of the terms and conditions below shall be deemed to be separate and severable from the other of them and if any or more of them are determined to be invalid or unenforceable by any Court of competent jurisdiction, such determination and the consequential severance (if any) shall not invalidate the rest of the terms and conditions which shall remain in full force and effect as if such terms and conditions had not been made a part thereof.
- 2.6 You must comply with all laws and regulations applicable to your use of the Service. If you are made aware of any breaches, Made2Create must be notified immediately in writing.
- 2.7 The Client represents that all graphics and text including logos, trademarks and photos provided to Made2Create are owned by the Client and do not violate any laws, including but not limited to copyright laws. The Client agrees to hold Made2Create harmless from any and all liability, claims or causes of action arising out of use of content provided to Made2Create by the Client.
- 2.8 You agree to grant non-exclusive royalty free license to the Service Provider to use, transmit, display, adapt and reproduce your data to fulfil the Service Provider's obligation to provide the Service.
- 2.9 A provision of, or a right created under this agreement, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.
- 2.10 The law in force in Western Australia governs these terms and conditions and the transactions.
- 2.11 Any works created by Made2Create, including any designs, graphics and code, is protected under copyright laws and the copyright ownership of the created content remains with Made2Create. Made2Create grants the Client the right to use the content in return for the Project fees for the purpose that the work was originally created for. The Client may not use the created work for any other purpose without written consent from Made2Create.
- 2.12 You agree to grant Made2Create the use of the work for the purposes of demonstration of past work performed and/or for advertising. This is granted free of any fees payable by Made2Create.
- 2.13 You agree to allow Made2Create to include once on each page of your website the words "This website is designed by Made2Create" or words to the same effect and include a link to Made2Create's website from these words. This is granted free of any fees payable by Made2Create.

3.0 Scope of Work

Website design

- 3.1 Made2Create will build a website based on the quotes and visual concept agreed by you in return for project fees.
- 3.2 Only items explicitly included in the quotes are provided.
- 3.3 Any additions or modifications to the agreed quoted work and/or agreed visual concept may incur additional fees. Any such fees need to be agreed by you prior to the additions or modifications being incorporated into the project. These fees will form part of the total project fees.
- 3.4 Made2Create will provide an indicative timeframe for the completion of the project. However, any timeframes provided are indicative only. Made2Create will not be held liable for any claim or loss resulting from delays in completion however caused.

- 3.5 The stages of the project are as follows:
- a) Consultations with the client to determine requirements.
 - b) Project will commence after Made2Create receives a signed copy of the quote duly authorised and the required deposit.
 - c) Made2Create will provide a design concept to the Client for approval.
 - d) Upon agreement of design concept and receiving required progress payment, the site build will commence.
 - e) Client to provide content where applicable within a reasonable timeframe.
 - f) Client to review website and provide feedback during development.
 - g) Client must carefully review the completed website including all content, providing feedback on any changes within three working days.
 - h) Final review -- Client must review site for changes requested at stage 3.5(f) and approve site as complete by signing the Final Approval Form within three working days.
 - i) Client must pay all outstanding fees prior to the website being launched.
- 3.6 Any changes requested during the Final Review stage as described at 3.4(g) will be considered additional work and will be charged accordingly at our prevailing hourly rate.
- 3.7 Unless otherwise stated, supply of content and images or media files is the responsibility of the Client and be in electronic format. The content must be supplied in the agreed time and format, and where possible, in one delivery.
- 3.8 Made2Create is not responsible for spelling, grammatical or any other errors on content received from the Client.
- 3.9 Where the website includes electronic fund transfer or a similar facility, Made2Create will not be liable nor provide any indemnity for any loss or damage arising directly or indirectly from, is based upon, attributed to, or in consequence of the loss of money electronically transferred into or between accounts through the use of the facility.
- 3.10 Where the website includes an open forum, chat room or similar facility, Made2Create will not be liable nor provide any indemnity for any loss or damage arising directly or indirectly from, is based upon, attributed to, or in consequence any open forum debates, chat rooms and/or electronic bulletin boards and/or video streaming uploads and/or downloading for public viewing.

Graphic Design

- 3.10 Made2Create will perform specific graphic design work based on the quotes agreed by you in return for project fees.
- 3.11 Only items explicitly included in the quotes are provided.
- 3.12 Any additions or modifications to the agreed quoted work may incur additional fees. Any such fees need to be agreed by you prior to the additions or modifications being incorporated into the project. These fees will form part of the total project fees.
- 3.13 Made2Create will provide an indicative timeframe for the completion of the project. However, any timeframes provided are indicative only. Made2Create will not be held liable for any claim or loss resulting from delays in completion however caused.
- 3.14 The stages of the project are as follows:
- a) Consultations with the client to determine requirements.
 - b) Project will commence after Made2Create receives a signed copy of the quote duly authorised and the required deposit.
 - c) Made2Create will provide a design concept to the Client for approval.
 - d) Upon agreement of design concept and receiving required progress payment, the design work will commence.
 - e) Client will be provided draft designs for review and provide feedback during development.
 - f) Client must carefully review the completed design, providing feedback on any changes within three working days.
 - g) Final review -- Client must review design for changes requested at stage 3.14(e) and approve the design as complete by signing the Final Approval Form within three working days.
 - h) Client must pay all outstanding fees prior to receiving the design.
- 3.15 Any changes requested during the Final Review stage as described at 3.4(f) will be considered additional work and will be charged accordingly at our prevailing hourly rate.

4.0 Payment terms

- 4.1 The payment schedule is as follows:
- a) 25% of the quoted fee is payable as deposit upon agreeing to proceed with the project.
 - b) Balance of the quoted fees and any other additional fees payable upon acceptance of completion of the project.
- 4.2 The payment of deposit is required by Made2Create prior to commencement of work.
- 4.3 Where applicable, fees are required to be paid prior to continuation to the next stage of the project.
- 4.4 The final fees are to be paid in full by the Client prior to the website being launched on the internet and/or provision of the graphic design.

5.0 Cancellation Policy

- 5.1 If for any reason you cancel the project, you are required to pay 80% of the project fees, or the proportion of project fees done as at the time of cancellation whichever is greater.
- 5.2 If the Client delays in providing graphics, text and all other required content to Made2Create by more than 90 days from the start of the commencement date, Made2Create reserves the right to close the project and invoice the Client 80% of the total project costs, or the proportion of project fees done as at the time of cancellation whichever is greater.
- 5.3 Made2Create reserves the right to determine the amount of work completed and appropriate fees.
- 5.4 Payment for fees resulting from cancellation is expected within 5 business days by the invoice. If payment is not received in full by the due date for the cancelled project, we may engage solicitors or collection agencies to recover the outstanding fees, and you will be liable to pay all fees in relation to this collection process.

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