



TERMS AND CONDITIONS

AGREEMENT TO BE BOUND BY THESE TERMS & CONDITIONS:

By using **Aussie's Own** services and signing up as a client for any job, task or project, you, the Client, agree to be legally bound by these Terms & Conditions.

Please, read these terms carefully. By using the products and/or services of Aussie's Own you agree to abide by these Terms & Conditions.

These T&C and any additional Terms of Sale (T.O.S.) or contract specific to a project, service, special offer or promotion set out the entire agreement between Aussie's Own and the Client.

DESCRIPTION & DEFINITIONS

Aussie's Own:

In these terms and conditions, Aussie's Own, all services related to it, and all text, images photographs, user interface, "look and feel", data and other content included in it from time to time (including, without limitation, the selection, coordination and arrangement of such content) are referred to as "Aussie's Own", "Rubix Alliance", www.aussiesown.com "AUO", "us", "we", "website" or "service".

Client:

"Client" is defined as representing one business (company or entity) or person (sole trader). Client may also be referred to as "himself/herself" or "his/her" or "their" or "site owner" in this document. Client may also be referred to as the staff member, employee, agent or third party on behalf the Client.

Service:

Aussie's Own provides the client various services including, but not limited to:

- Template Website Design and Development
- Ecommerce Development and Consulting
- Custom Website Design and Development
- Web and Internet Consulting
- Website Maintenance and Security
- Website and Email Hosting Service
- SEO – Search Engine Optimisation Service
- Digital Marketing Service
- Google AdWords / Online Advertising Service
- Social Media Service
- Online PR Service
- Email Marketing Service

Deliverables:

For each project or job, Aussie's Own follows a production process that is divided into stages. For each stage, specific deliverables are produced for the client which will be specified in a project brief or a job quote where applicable. A task, job or project will be considered complete where either the Client approves the task, job or project as being completed or where Aussie's Own determines that the task, job or project is complete according to the project scope or the task / job definition and parameters as set out in a verbal or written agreement.

Aussie's Own may provide the Client with domain name registration, web and email hosting services, custom website design, website design, digital marketing services and consulting services and so on in accordance with the product and/or service the client has requested.

Project Scope:

A project scope defines and sets out what work or service or item or feature is to be included and / or completed for the project in question. The descriptions and definitions and parameters in a project scope are intended to be clear to Aussie's Own and the Client as well as to any third party to judge and finalise the interpretation of any part of a project scope and the relevant task, job or project.

Estimates:

An estimate is an approximation of the hours or fees required to complete or deliver a task, job or project. Any final invoice or fee for the work approved by a client based on an estimate will usually be close or similar to the estimated figure excluding variations to the project or changes in the scope. However, an estimate is not a fixed price and should not be viewed by a client as such. An estimate is a guide to the final price only.

Aussie's Own will sometimes use an estimate during the early stages of project discussions or for ad-hoc works where Client and Aussie's Own have together approved this billing / engagement model.

Aussie's Own will usually follow up an estimate by providing a retainer invoice of invoice where the Client has given a general approval for the estimated fee or cost.

Retainer invoices / invoices:

A retainer invoice or invoice is a specific fee or price that we set down for the requested task, job or project. It will include parameters and defined deliverables. A retainer invoice or invoice will not vary as it is fixed. Any variations to the retainer invoice or invoice or requirements requested by the client will be quoted separately with a set fee or price for that job or project or task.

FORMS AND RESPONSES

Aussie's Own provides email and numbers to contact Aussie's Own for an enquiry, a call back or a change request. If requested, Aussie's Own may issue a Proposal with an Estimate or invoice in respect of any deliverable proposed to be provided under these Terms & Conditions. Aussie's Own may decide, in its sole discretion, to deny a quotation request or information enquiry.

PROPOSALS, ESTIMATES AND QUOTES:

In response to a request for service or a specific product or service request, Aussie's Own may produce a proposal that will remain valid and open for acceptance by the Client for up to 10 days, unless otherwise agreed by Aussie's Own, from the date of issue that may include any of the following:

Creative Brief / Proposal

Project Scope

Job / Task Definition

Description and Features

Fees and Charges

Any other specifics or TOS related to the product, service or special offer

Aussie's Own reserves the right to withdraw a proposal or quote at any time.

By approving any estimate or project contract, verbally or in writing, a client agrees to be bound by these terms and conditions and to pay to Aussie's Own the agreed fees set out in the quote or project contract when Aussie's Own requests payment or as otherwise set out in the quote or the project contract.

INVOICES, SUSPENSION AND TERMINATION

Invoices

All pricing is given in Australian Dollars.

Aussie's Own invoices are due on the date of issue and are payable upon receipt by the Client unless otherwise agreed to in writing.

Any outstanding invoices for work completed or services provided to the Client by Aussie's Own requires payment in full due on receipt of the invoice unless otherwise agreed to writing between the parties. On completion of a task, job or project the client is obliged to pay the balance of the invoice in full.

Fees Due in Advance for Service

Some services including, but not limited to, hosting and support fees and search engine optimisation fees are due in advance for the applicable period as noted in the invoice. Such fees and the related invoice must be paid in full prior to the commencement of the applicable service period be that one month, one year, or 24 months.

Quote, Job or Project Completion

Once a Client approves the job or task to "go live" or where Aussie's Own defines the job or task as being "completed", an invoice will be issued to the Client with payment on that invoice due immediately unless otherwise agreed to in writing between the parties.

Any warranty work that Aussie's Own will carry out to fix / correct any bugs or faults in the website or system as reported by the Client or as found by Aussie's Own that may be covered by warranty or by the scope of the task, job or project will be completed as soon as reasonably possible by Aussie's Own.

A revision, where allowed and applicable, to the design or function of the website or system that may be included in the scope of the task, job or project will be completed as soon as possible by Aussie's Own.

Aussie's Own reserves the right to postpone or delay or refuse warranty fix work or revisions or enhancements to a website or system for the Client if the Client has overdue outstanding invoices for any job, task or project.

Project Contract Payment Milestones

For each project contract, there are payment milestones that will occur at various stages or points during the timeline of project. For each payment milestone, a fee is due as set out per contract which will be invoiced at the time of the payment milestone being reached with payment by the Client on that invoice due immediately unless otherwise agreed to in writing between the parties.

Suspension:

If the client defaults on their payment or otherwise fails to pay their account with Aussie's Own as per the terms under this agreement, Aussie's Own reserves the right to suspend services and to apply administrative fees of \$205.00 per hour, plus any other costs that may have been incurred, to reactivate the services.

Refunds:

Hosting fees, SEO (Search Engine Optimisation) fees, Digital Marketing service fees and all service fees charged, unless otherwise specified, are non-refundable for the term / service / product paid for by the Client.

Termination:

If the client chooses to discontinue the services supplied by Aussie's Own and the Client has paid all monies owed to Aussie's Own, Aussie's Own will help the client to transfer their Domain Name to another provider/agent if requested to do so by the Client. Charges to the Client may apply if the work required or requested to complete the transfer falls within 1 year or the project launch date as specified by EWD.

Aussie's Own may opt to discontinue services if an amount payable to Aussie's Own is overdue or to take down a website permanently in any case where an amount payable is overdue by more than 30 days. In any such event, the client remains liable for the total cost of the contract including all disbursements; unless otherwise agreed in writing between Aussie's Own and the client.

Aussie's Own may terminate any agreement immediately if the client breaches any of these Terms & Conditions, or if he/she is a company going into insolvent liquidation, or if the client is a person, he/she is declared bankrupt.

Ownership of the product remains with Aussie's Own until payment in full is made to Aussie's Own by the client.

Aussie's Own reserves the right to discontinue services and terminate the Client at the sole discretion of Aussie's Own where Aussie's Own provides the Client notice in writing of said termination.

Debt Collection:

Upon default by the Client in regard to any obligation under their agreement with Aussie's Own and where the Client fails to rectify the default after notification by Aussie's Own, the Client authorises Aussie's Own to notify any debt collection agency of the default and charge said debt collection agency with collecting the outstanding debt owed to Aussie's Own by the Client.

Should this occur then at Aussie's Own sole discretion it may terminate the contract and/or service being provided to the Client at which time the full outstanding balance for the remainder of the minimum term in the relevant agreement or payments shall be due in full.

Aussie's Own at its sole discretion may choose to apply to NCAT (NSW Civil and Administrative Tribunal) <http://www.ncat.nsw.gov.au/> to have a legal ruling handed down by a judge on whether or not the Client is required to pay Aussie's Own any money to Aussie's Own relating to overdue invoices and/or costs or time lost by Aussie's Own in the process of pursuing payment for overdue invoices from the Client. Aussie's Own reserves the right to invoice the Client for debtor administrative processing of the debt and debtor management time incurred by Aussie's Own relating to the matter for the respective Client.

DIRECT DEBIT AGREEMENTS:

Direct Debit agreements may be offered to a client on a minimum term or no minimum term basis. Clients pay an initial payment on the date and for the amount specified on the Agreement. Debits then commence on the same day of every month (or as per the individual Direct Debit Request agreement).

Minimum Term:

Should the client want to end their Direct Debit contract before the agreed minimum term as agreed in the Direct Debit Request Service Agreement with Aussie's Own, the client is liable to pay immediately the full outstanding balance for the remainder of the minimum term plus any debt collection fee and charges as per the "Debt Collection" clause.

No Minimum Term:

Direct Debits continue ongoing month to month indefinitely until cancelled. Clients may request to cancel their Direct Debit agreement at any time. Clients must give 90 days' notice when cancelling a no minimum term agreement.

Where the service / work has already been supplied and/or completed, the relevant direct debit charge due for that service / work all payments will continue to be charged and collected from the Client until the required minimum amount due has been paid to Aussie's Own.

Cancellation of a Direct Debit Request Agreement:

Should the Client decide to cancel their Direct Debit Request agreement with Aussie's Own before the minimum term has been completed as agreed with Aussie's Own, the client is liable to pay the full outstanding balance for the remainder of the minimum term to Aussie's Own plus any debt collection fees and charges as per the "Debt Collection" clause herein.

INTELLECTUAL PROPERTY

Aussie's Own is the copyright owner of all works created or developed by Aussie's Own for a client unless otherwise agreed to in writing. When payment for the product or service is made in full by the client for the product or service, the client is licensed to use the product or service for its intended use within the context of their business and the product itself. However, the client is restricted from selling the product or promoting the product as their own unless otherwise agreed in writing with Aussie's Own.

Aussie's Own claims no intellectual property rights to works created by any third-party designers or developers that may be used from time to time, such rights remain with the relevant third party.

MORAL RIGHTS

As a creator of copyright material, Aussie's Own has the following rights:

To be attributed when its work is used;

Not to have its work falsely attributed to someone else, nor to have the altered work attributed as if it were unaltered; and not to have the work treated in a manner that would prejudice Aussie's Own honour or reputation.

INTERNATIONAL LICENSING REQUIREMENTS

Aussie's Own may display its own copyright and intellectual property notices on any websites that Aussie's Own develops and the client (or any third parties related to or engaged by the client) must not remove, obscure, deface or alter such copyright and intellectual property notices except by agreement in writing with Aussie's Own.

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THIRD PARTY

The client agrees that in the provision of web design services by Aussie's Own we may utilise the services of third party contractors, and that we may pass on to such contractors any information or materials, including design brief and data, provided to us by you.

In the event any material necessary for the production of the project must be passed on to a third party, Aussie's Own will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

Aussie's Own may accept to maintain and secure a website that is not hosted by Aussie's Own third party. In that case, the client will refer to Aussie's Own fees and charges for the requested services.

AGREEMENT NON-EXCLUSIVITY

The client acknowledges that Aussie's Own is providing services to the client on a non-exclusive basis and that Aussie's Own may provide services and products of the same or a similar nature to any other party (provided that in doing so it does not breach privacy).

Aussie's Own shall be free to reproduce, use, disclose display exhibit, transmit, perform, create derivative works, and distribute any items unless specifically agreed otherwise. Further, Aussie's Own shall be free to use any ideas concepts know-how or techniques acquired in construction of sites for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and other items incorporating such information unless specifically agreed otherwise.

Aussie's Own retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

WARRANTIES & LIABILITIES

Limited Warranty:

Aussie's Own provides a limited warranty for websites and systems that are developed and designed by Aussie's Own. This warranty is valid for up to 90 days from the date of launch of the website or system or from the date that Aussie's Own determines that the website or system is ready to launch unless otherwise agreed to in writing between the parties. This limited warranty applies to works performed by Aussie's Own that are "in scope" for a project scope and contracted project or that are clearly specified in the applicable written quote.

Where applicable for any bug or problem or fault with the noted or reported function or element that is covered by this limited warranty where the function or element is deemed to be "not working" when assessed by Aussie's Own against the project scope or the written quote specifications, Aussie's Own will "fix" the bug or problem or fault in the website or system at no cost to the Client where Aussie's Own determines that the bug or problem or fault is because of recently completed works performed improperly or incompletely by Aussie's Own during the execution of the works in question.

This warranty is voided if the Client or a third party acting on behalf of the Client is issued with FTP or Shell or MySQL or similar access to the website / system hosting or the relevant hosting control panel by Aussie's Own.

This warranty may be voided if a client or a third party acting on behalf of the Client installs any extensions or plugins or additional software into the website or system without the express written permission and approval of Aussie's Own.

This warranty does not include any issues or faults or incompatibilities that are caused by third party software, systems, extensions, plugins or similar.

Website

Aussie's Own will ensure that any site or application will function correctly at the time of the website development and going "live" when viewed with the current versions of the following internet browsers; Microsoft Internet Explorer, Mozilla Firefox, Google Chrome and Apple Safari, unless otherwise agreed in writing.

Any warranty or guarantee provided by Aussie's Own for a website is conditional upon the website being hosted by Aussie's Own on hosting servers run and operated by Aussie's Own that have restricted access to the hosting server and/or the hosting control panel for the hosting server.

Any warranty or guarantee provided by Aussie's Own for a website is rendered null and void if the client or any other third party accesses the website or the relevant website server via an FTP connection or hosting control panel.

Aussie's Own can offer no guarantee of correct function with all browser software in future releases of any internet browser. However, Aussie's Own will offer and provide a quote for services to modify the website (where possible) to cause the site to correctly function and/or correctly render in the changed version of an internet browser.

Where any Client or agent or party acting for or on behalf of the Client acts on or in the website or system that causes disruption or error to the website or system, Aussie's Own is not liable and the Client will be liable for any and all costs associated or incurred with fixing the error or disruption.

Search engine optimisation services

Whilst Aussie's Own will try to improve the position of the client's Website in the Search Engine results in response to a search request, we do not warrant that this effort will be successful nor can Aussie's Own warrant the time that the position a search engine will be held.

Aussie's Own cannot be held responsible for any changes to the position of the client's Website in the Search Engines results pursuant to the provision of search engine optimisation services by Aussie's Own.

Copyright and Intellectual Property

Aussie's Own is not responsible for the contents and data of any Web Site we design for the client, and upon publication the client must satisfy themselves that the website will comply with all applicable laws, and codes of practice governing the use of websites and related services. This includes the intellectual property and copyright ownership of all material that the client has provided to us.

Aussie's Own is similarly not responsible for the client's subsequent use of the site and compliance of various Commonwealth and state legislations.

Domain Name

Aussie's Own is not responsible for the client's choice of domain name and the legal consequences that the domain name use could occur relating to the Trademark and Competition or the AuDa governing laws.

Client's Third Party

Aussie's Own is solely not responsible for the performance of the product or service if the client installs or orders another third party to install anything such as software that would alter or damage the website and its functionality. Furthermore, the client may be liable for charges or fees incurred by Aussie's Own for the repair of any product or service if the client or their third party installs any unapproved software into the product or service supplied by Aussie's Own.

Data and Proofing

Aussie's Own shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client.

Aussie's Own is not responsible or held liable for any errors contained in the final product after the final product, this remains the final responsibility of the client.

Aussie's Own cannot take responsibility for any copyright or privacy infringements caused by materials submitted by the client and reserves the right to refuse use of any such material unless proof of permission is provided if requested.

Hosting

Aussie's Own shall use reasonable endeavours to provide continuing availability of the hosting server and the services but Aussie's Own shall not, in any event, be liable for service interruptions or down time of the server.

Aussie's Own operates and provides hosting servers that are delivered as a managed service which are ordinarily restricted from client access or third-party access.

Aussie's Own does not ordinarily provide clients or third parties with access to the hosting servers in any of the following methods or means; FTP, CPanel, WHM, Shell or via any other similar means or method. That if a client formally requests and is provided access to their hosting server by Aussie's Own, upon receipt of said request, via FTP or any hosting control panel, this will void any warranty or guarantee including the 1st Level Support provided by Aussie's Own.

Aussie's Own will not be liable for any costs incurred, compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by its agents.

Hosting- 1st Level Support

All CMS or ecommerce websites hosted by Aussie's Own include up to 4 hours per calendar month of 1st level support which includes standard tasks on the hosting control panel such as setting up email accounts or domain name parking. It also includes general support for standard tasks and functions in the CMS or ecommerce system.

If the 4 hours of support is not used in any given month, the included hours expire at the end of the month and does not roll over to the subsequent month.

Custom hosting plans do not include additional hours of 1st level support unless otherwise agreed to in writing.

Any excess 1st level support provided in a given calendar month will be charged at the standard hourly rate applicable.

1st Level Support is rendered null and void if the client accesses the hosting server using FTP or the hosting control panel.

Loss

In no event will Aussie's Own be liable to any party including the client for any indirect, punitive, special, incidental or consequential damage or loss, financial or otherwise, in connection with or arising out of these Terms (including for loss of profits, use, data, or economic advantage), regardless of how it arises. The client will indemnify Aussie's Own from and against any claim by any party claiming any such damage against Aussie's Own

Aussie's Own will not be liable for any costs incurred or compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by Aussie's Own or its agents / third party partners.

Technology Compatibility

Aussie's Own will ensure that any website or application will function correctly on the server to which it is initially installed.

Aussie's Own can offer no guarantee of correct function with all browser software including future releases.

General Liabilities

Aussie's Own may from time to time and without notice or liability to the client suspend any of the services if the reason for doing same is an event beyond the reasonable control of Aussie's Own.

Aussie's Own will not be liable or become involved in any disputes between the site owner and their clients and Aussie's Own cannot be held responsible for any wrongdoing on the part of a site owner.

GOVERNING LAW

These terms and conditions and any agreement entered into by Aussie's Own or service provided by Aussie's Own that arises in a dispute or legal matter shall be governed by and interpreted in accordance with the law for the time being enforced in the State of NSW, Australia, and each party submits to the jurisdiction of the State of NSW, Australia.