



Impress!ve.

SERVICES TERMS AND CONDITIONS

Impressive Digital Agency Pty Ltd (Impressive Digital)
Level 6, 534 Church Street, Richmond VIC 3121 Australia.

ABN: 95 610 306 815 | www.impressive.com.au



LEGALS - Services

SERVICES TERMS AND CONDITIONS

1. Website Design Services

- 1.1. The Company shall deliver web and design work ("Web Design Services") as outlined in the Particulars.
- 1.2. Where the Company is developing a new website, the website will be developed and optimised for the most current browsers. Full care is taken to test the function and style of the website in older browser versions, yet we do not guarantee full 100% compatibility for all browsers.
- 1.3. If the Client requires compatibility with specific browsers/versions, you must notify us in writing and additional costs will apply. Please note that not all visual elements can be reproduced the same across each browser as some browsers do not support the latest CSS3 / HTML5 elements.
- 1.4. The Client will be granted access to the Content Management System ("CMS") for the purposes of uploading content and maintaining the site.
- 1.5. The Client will inherit full rights (including intellectual property rights) and ownership of the website and its design when the Client pays all Fees. Until such time title lies with the Company, the website will be hosted on the Company's servers, the site may not be copied or replicated and no ftp access will be granted.
- 1.6. The Client indemnifies and releases the Company and its subcontractors against any and all claims, lawsuits, costs and expenses, including reasonable legal costs, arising in connection with the website. This indemnification and release includes but is not limited to content obtained by the Company on behalf of the Client ("Web Site Content").
- 1.7. In addition to the termination rights in the General Terms and Conditions, the Company may terminate the agreement immediately by written notice if:
 - a. the Client does not contact/respond to requests by email or telephone within ten (10) working days;
 - b. the Client deviates from the signed brief without paying additional fees as quoted by the Company on additional work required; or
 - c. the Client fails to provide content and any additional information requested by deadlines stated.
- 1.8. If the Contract is terminated pursuant to clause 1.7, no refunds will be made to the Client, and the Company will retain funds received. If the Client wants to resume the Contract, they must send a written request to the Company for consideration within ten (10) working days of receipt of the termination notice.

2. Post-Implementation Warranty (28 days)

- 2.1. The Fees for website development include the provision of a limited warranty for a period of 28 days following website launch ("Warranty Period").
- 2.2. The warranty covers a 28-day period and commences from the date of the client approves and launches the website.
- 2.3. The warranty includes any issues raised within this time that were part of the original development and scope.
- 2.4. The warranty does not include:
 - a. any bugs caused by a new version of the targeted website's hosting environment;
 - b. client's browser updates; or
 - c. update to a third-party API.
- 2.5. To invoke the warranty, the client must collate a list of bugs as above and provide them to the Company in writing before the end of the Warranty Period.
- 2.6. The project manager will schedule a date for when the bugs will be addressed. The client will be provided with a release candidate build to verify that the bugs have been rectified, after which the website will be published to the live environment.
- 2.7. If the Company does not receive any final changes to be made to the site from you within 10 (ten) working days of a request, the final payment will instantly become due and payable and the Company will hand

Impressive!

LEGALS - Services

over your site to you. The Client will then release the Company for any loss, claim, damage or expenses in relation to the website.

3. Cancellation and Termination of Website Design Services

- 3.1. If you terminate the service prior to completion you will be charged an early termination charge as follows:

Date of Cancellation	Termination Fee
Before you receive the first draft of the website design	50% of Total Contract Value for a Fixed Term Contract
After you receive the first draft of the website design	80% of Total Contract Value for a Fixed Term Contract
After completion of the design review process	Total Contract Value for a Fixed Term Contract

Where "Total Contract Value" means the total Fees payable by the Client for the Services as set out in the Particulars.

- 3.2. The Client agrees that if the Company undertakes the Web Design Services dependent on third party services, including but not limited to 3rd party APIs, website services and libraries (e.g. Twitter API, Google Maps API, Facebook API), the Company is not responsible for changes made to the third party service. This includes, but is not limited to, removal of support services, or changes the way in which a service is implemented. Should any further work be required as a result, the Company will quote and charge for the additional work on a case by case basis. There are no refunds available on Web Design Services provided by the Company.
- 3.3. The Company will provide deadlines for an expected response to correspondence if it is required in less than five business days. If no deadline is provided, then the default of five business days is applied. If no response is provided:
- within the timeline stated (or if none is stated, within five business days), it will be assumed that the client accepts the Company's position on the matter, work will continue and the client will be billed accordingly.
 - Within ten business days, the Company may terminate the Contract pursuant to clause 1.7, with the client being charged for all work done to date.

4. Search Engine Optimisation services ("SEO")

SEO Services means the Search Engine Optimisation (SEO) services supplied by us to you for the purpose of having the website found and listed by search engines for the key phrases in searches and attempts to improve the ranking of the website ("Your Web Site") in the search engines when the key phrases are searched.

- You and the Company shall agree on the key phrase or key phrases (depending on the SEO Services that you have elected to obtain from us) in respect of which we will provide the SEO Services (as the context requires, depending on the SEO Services that you have elected to obtain from us).
- You hereby authorise us to develop a link exchange program whereby links to and from Your Web Site, and other websites, industry guides and directories are established, and you hereby appoint us as your agent for this purpose.
- We agree to use all reasonable commercial endeavours to ensure that we do not insert links to and from Your Web Site to or from obscene, defamatory or sexually explicit websites, industry guides and directories.
- You acknowledge and agree that:

Impress!ve.

LEGALS - Services

- a. search engines vary in the time taken to index and include website submissions in their search results and that it may take several months for the performance of the SEO Services to have any noticeable effect on Your Web Site's rank or position in the search result of search engines;
 - b. search engines may vary their search and ranking algorithms and policies at any time, refuse to accept the submission of any website or otherwise exclude any website from their directories at any time without reason;
 - c. it is possible for the rank or position of Your Web Site in the search results of search engines to decrease due to factors beyond our control, including changes in the algorithms and policies of search engines as referred to above, the optimisation and submission of competitor websites and competitors paying search engines to advertise or favour their websites;
 - d. the extent and amount of optimisation changes we make to your site may be limited by the particular structure of your website and its content management system; and
 - e. we do not have any control over search engines and are not responsible for any delay in the performance of the SEO Services caused by the conduct of any search engines, nor the impact of any of the above on you or your business.
- 4.5. You agree to release us for any claim, damage, loss or expenses in relation to the circumstances set out in clause 4.4.

5. Pause, Cancellation and Termination of SEO Services

- 5.1. You may pause a campaign whereby all work and Services are suspended subject to the following:
- a. one (1) pause of up to three (3) months is available during the contract period;
 - b. a fee equal to 13.5% of the monthly Fee for the Service will be payable in advance;
 - c. for each pause enacted the term of the Contract will be automatically extended by the same period; and
 - d. any warranty, guarantee or progress milestones offered in conjunction with the service will be immediately voided. You acknowledge that a pause to an ongoing SEO campaign can adversely influence the rankings of the website.
- 5.2. You may terminate the SEO Service at any time after the initial contract term by providing one (1) months prior written notice. Refunds do not apply for cancellations.
- 5.3. If you terminate the Service prior to completion of the contract period, you will be charged an early termination charge.
- 5.4. The early termination fee represents the difference between the consideration (the value of work done) and the payment received to the point of termination. Due the nature of the Service this disparity is greater at the commencement of the campaign than at the conclusion.

The Consideration is calculated as follows:

Term of Agreement	Termination Fee
Up to 6-months	Consideration equals 28% of the full contract value for the service plus 12% of the full contract value for the service for each month past of the contract period.
More than 6-months	Consideration equals 28% of the full contract value for the service plus 6% of the full contract value for the service for each month past of the contract period.
Month-to-Month	Subject to notice period.

- 5.5. You understand and agree that after termination or expiration of this Contract, any or all off-page activities used to provide the Services to you may be suspended, cancelled or removed.

Impress!ve.

LEGALS - Services

- 5.6. The Company is not liable to you for any costs, loss or damages arising from any actions or omissions of the Company following termination of the Services.

6. Pay Per Click Services ("PPC")

- 6.1. The PPC Services includes the creation, customisation of advertising campaigns utilising pay per click mediums (including but not limited to Facebook, LinkedIn, Google and YouTube) as well as ongoing support and management of the PPC campaign, in exchange for monthly Fees.
- 6.2. The Client's access to the advertising platform account will be limited to 'read only' for the duration of your campaign to ensure we are able to fully control and optimise your campaign outcomes.
- 6.3. You acknowledge that we have no control over the advertising policies of the Advertising platforms with respect to the sites and/or content that it accepts now or in the future. Your campaign may be rejected or excluded at any time at the sole discretion of the platform in line with their policies.
- 6.4. We provide no warranty that the PPC Service will generate any increase in sales, business activity, profits or any other form of improvement to your business.

7. Pause, Cancellation and Termination of PPC Services

- 7.1. You may pause the campaign where all work and Services are suspended subject to the following:
- one (1) pause of up to three (3) months is available during the contract period;
 - a fee equal to 13.5% of the monthly fee for the service will be payable in advance; and
 - for each pause enacted the term of the Contract will be automatically extended by the same period.
- 7.2. You may terminate the PPC Service at any time after the initial minimum term by providing one (1) months prior written notice. Cancellation will automatically terminate all access to the campaign. Refunds do not apply for cancellations.
- 7.3. If you terminate the service prior to completion of the contract period you will be charged an early termination charge.
- 7.4. The early termination fee represents the difference between the consideration (the value of work done) and the payment received to the point of termination. Due the nature of the service this disparity is greater at the commencement of the campaign than at the conclusion.

The Consideration is calculated as follows;

Term of Agreement	Termination Fee
Up to 6-months	Consideration equals 28% of the full contract value for the service plus 12% of the full contract value for the service for each month past of the contract period.
More than 6-months	Consideration equals 28% of the full contract value for the service plus 6% of the full contract value for the service for each month past of the contract period.
Month-to-Month	Subject to notice period.

- 7.5. On termination of the PPC Service, all licenses granted to you under this Contract shall immediately terminate.
- 7.6. In addition to any other obligation in this Contract, upon termination of this PPC Service, we may delete all data, including any PPC Content, files (including, without limitation, email files, if applicable) from our systems (including any storage media) without any liability to you whatsoever.