



TERMS OF USE

These Terms of Use ('Terms') govern the use of this website, as well as applying to all Subscribers to UBC Web Design services. Additional terms may apply to specific Services that you subscribe to, and are also included in these Terms.

We may modify and update these Terms at any time, without notice. You need to ensure you review the Terms from time to time. In using our website and services and signing up for an account, you agree to be bound by these Terms as well as any and all general Terms and Conditions posted on our website from time to time, including the website administration area specific to your account and services.

1. DEFINITIONS

"Content" means any and all material, links, words, images including but not limited to any goods and services the subscriber submits or provides to us in any manner.

"Services" includes social media marketing and management, website design and development, domain name registration, hosting services, WebCasting, search engine optimisation and search engine advertising through GoogleAdwords, design, graphic and custom printing.

"Subscriber" means a subscriber to the Services on this website.

"the website" means <http://www.ubcwebdesign.com.au>.

"We", "our" and "us" means UBC Web Design.

"You" means the account holder or subscriber to our Services and by doing so, agree to these Terms.

2. SERVICES

We agree to provide the Services in a professional manner and in accordance with generally accepted industry practice and standards. Any specific terms and requirements relating to the Services required by you will be agreed in writing and notified to us in advance.



a. Website Design

In this section, intellectual property includes but is not limited to fonts/typefaces, photographs and other images, design or artistic works, text or copy and programming code.

Where UBC Web Design is to source intellectual property for use in the design of your website, all licence fees due will be paid for by you as an addition to any other costs you may incur in the provision of the Services.

UBC Web Design reserves the right to display and link to your project as part of our portfolio and to write about the project on websites, in blog articles and other media.

b. Website Support is an optional service that you can subscribe to.

We provide limited website support for:

- websites developed by UBC Web Design; or
- a website developed by a party other than UBC Web Design, where UBC Web Design staff have a level of knowledge and experience required to provide quality support.

If you do not subscribe to our website support service, any support or additional work carried out for a website without a subscription for Website Support will be charged at \$110 per hour.

Support includes:

- Assistance configuring email clients on your device or computer;
- Release of quarantined email upon request, with our agreement;
- Unblocking of IP addresses from our firewall at our direction;
- Notifications when your hosting or email accounts are running out of space;
- Recovery of corrupt and/or lost data (where possible); and
- Recovery of corrupt and/or lost files (where possible).

c. Website hosting

We offer third party hosting services through Lateral Plains. Please refer to Lateral Plains own website for the terms and conditions relating to website hosting.

d. Domain registration

Domain names are not perpetual. They must be renewed periodically.



UBC Web Design invoices domain renewals two months prior to the expiration and you have ten days from the date of the invoice to notify UBC Web Design if you wish to cancel the domain name. The domain name will be automatically renewed if the notice is not provided within the 10 day notification period and you will be charged for all amounts due and payable for the renewal.

e. Search Engine Optimization

If you subscribe to the Service of search engine optimization, UBC Web Design will prepare a custom SEO Assessment Report for your website which analyses the top 50 keywords and phrases specific to your business, assesses how popular those keywords and phrases are and determines where your website currently ranks for the top 50 keywords and phrases.

You will be provided the report, and we will make recommendations on what changes should be made to your website to improve your website's ranking for the keywords and phrases.

Once you have approved the changes we will provide you with a quote to implement the changes to the website to optimize your website's content for search engines. This excludes website content writing.

f. Search engine Marketing through Google Adwords

Your Google Adwords Management fees ('Management fees') will be charged monthly in advance.

By subscribing to a Google Adwords Management account with us, you hereby provide us with authorisation to access your Google Adwords account to enable us to manage and optimize your account.

Your Adwords account remains your property and we do not, at any time, use, sell or provide information about your account to any third party.

Our Management fees do not include the "per click" fees that Google charges each time a user clicks on your advertisement. UBC Web Design will not be liable for any amounts that Google Adwords charge you. Please also note that cancelling your Google Adwords Management with us, does not cancel Google Adwords automatically. You will have a separate Google Adwords account that you will be required to set up and pay the relevant Google Adwords fees when incurred.



UBC Web Design's purpose is to help you optimize your SEO/SEM but at no time do we guarantee any increase in sales, business, or traffic.

g. Provision of Emergency Support

Emergency support is provided at no additional expense in relation to the Services by calling our usual business phone number. Emergency support includes but is not limited to unexpected server outages; unexpected interruptions to Services.

Emergency support is provided on an 'on call' basis, and may not be immediately available.

In the event that a call for support is not related to an emergency or a service provided by UBC Web Design, you may be invoiced for costs incurred at double the hourly rate. You will be advised of any additional costs before they are incurred.

3. PRICING AND PAYMENT

WEB DESIGN

For custom Services, all quotes by UBC Web Design are valid for 90 days from the date of the quotation. Any modification to the specifications provided will require a re-evaluation of the quote and may vary the quoted amount.

A deposit of 50% is required before any website development and design work can be carried out.

All deposits received are non-refundable.

You agree to provide all materials necessary as soon as reasonably possible to UBC Web Design so that we can complete the website within our agreed timelines. If you do not provide any requested materials, responses or required items, delays may occur for which we are not responsible.

If content, information or material cannot be supplied by you within eight weeks of its initial request, you will be required to make a further installment payment of 30% of the full amount.

The final balance of the quoted amount is due ten days after the website work has been invoiced. Login access will only be provided after the website invoice has paid in full.



Order/Project Variations

You may vary any order or design at any time as we understand situations can change. However there is a cost for variations that are over and above the original scoped project and UBC Web Design will advise of such additional costs at the time of the request for variation. You agree to pay all fees and costs incurred for the original work agreed and for any additional variations you request us to complete.. This may include but is not limited to:

1. Changes to business focus and website or project focus;
2. Change of mind;
3. Inclusion of a new person or committee which affects opinions and/or requirements;
4. Changing of committees or boards in power;
5. Changing the brand, name or other major factors of a business;
6. Changes to scope, design, functionality, or similar.

Hosting and fixed price services

For fixed price Services, UBC Web Design reserves the right to change the pricing with prior notice to you:

- in the event a third party supplier has changed pricing which affects our delivery of services to you;
- in the event any variation to an order or Services is made by you;
- where additional costs are incurred due to the specific licence fees or other additional costs to meet your requirements; or
- as otherwise determined by UBC Web Design.

In any event there is a variation to pricing, you will be notified in writing, electronically or otherwise.

Services may be billed on a one-off, monthly, quarterly or annual basis depending on the Service you have subscribed to.

Payment terms are ten (10) days from the date of the invoice. In the event that ten days have passed and payment has not been received, UBC Web Design reserves the right to suspend the account until payment is received or, in the case of multiple breach of terms, the account may be suspended until further notice and agreement between you and UBC Web Design.

You are responsible for all money owed from the time the account is established until the time notice is given in writing to request termination of services.



Non-payment of outstanding amounts over 60 days will be referred to a debt collection agency for full reimbursement including any debt collection expenses.

At no time does UBC Web Design offer refunds for service or software interruptions that due to third party, force majeure or are otherwise outside of its control.

a. Periodic Payment Fees

In the case of Services which require periodic fees, including monthly and annual fees, you must pay the fees in advance to ensure continuity of service. Any late payments may result in break in service for which we are not responsible or liable in any manner.

b. Automatic Payment Methods

By providing your credit card or other direct debit details, you authorise us and agree to the monthly fee being automatically deducted from your credit card or other nominated payment method at the beginning of each period unless you or we cancel your account in accordance with the below Cancellation terms.

It is your responsibility to keep your contact and payment details up to date. If we do not receive prompt payment in accordance with our terms, we have the right to suspend your account. Please note that this may have serious consequences which may result in your website being unavailable, losing your domain rights or other consequences for which we cannot be held responsible. We will notify you, wherever possible, prior to any such suspension.

4. AGREEMENT FOR SERVICES

To be eligible to subscribe to our website Services, you acknowledge and agree to the following:

- You will not share your password or login details with any other person and you will keep your contact, payment and other information updated;
- You warrant that all information you provide is true, correct, up-to-date and accurate personal information and details;
- We, at all times, abide by the Australian Privacy legislation. Please refer to our full Privacy Policy on our website for details of how we collect, store and



use your personal information;

- You will not transfer, sublicense or grant access to any of our Services to any other person, company, business except as agreed in these Terms;
- You warrant any Content you provide to us for provision of the Services is either owned by you, or you have license to use and republish the Content. You will fully indemnify us against any and all claims including by you or any third party for use of this Content; and
- You engage the Services at your own risk and agree to hold us harmless from any and all claims that may be brought against us as a direct or indirect result of providing the Services to you.

5. GENERAL

We make no warranty that the website services will meet your requirements or be available on an uninterrupted, secure or error-free basis. We will use our best endeavors to ensure the website is always available and virus free but from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control. We will endeavor to notify you if the website becomes unavailable for any lengthy and unusual time period.

In order to provide the full suite of Services to you, we engage third party providers from time to time. This includes the use of Lateral Plains and Intervolve and Soft Layer for server maintenance, SMS Global for the distribution of sms messaging, TPP Wholesale for domain registration and Trustico for SSL. You agree and acknowledge that the website uses third party vendors and hosting partners to provide the necessary software, hardware, service and storage.

You agree you will not transmit any viruses, malware, worms, etc. of any kind and that you will not upload, post, host or transmit unsolicited material or messages to the website.

6. CANCELLATION, REFUND AND TERMINATION

TO CANCEL YOUR ACCOUNT AND SERVICES: You are solely responsible for cancelling your account and Services through our website. You must cancel in writing by notifying us at accounts@ubcwebdesign.com.au, by completing the 'cancel services' form and returning it to us.



We require 30 days prior notice in writing to cancel any account and service prior to the monthly payment date, to ensure you are not charged for the next month. If we do not receive your cancellation notice 30 days prior to the next monthly payment date, you will be charged fees for an additional month.

No refund of any amount will be paid for Services cancelled prior to their respective expiry date. Any other refund may be made in the sole discretion of UBC Web Design.

WE MAY TERMINATE YOUR ACCOUNT AT ANY TIME: We have the right to terminate your account for any reason, at any time. You agree that we may, in our sole discretion, terminate or suspend your access to the website with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your account and may be referred to the appropriate law enforcement authorities.

Upon such termination, regardless of the reasons, your right to use the website immediately ceases and you acknowledge and agree we may immediately deactivate or delete your account and all related information and files. We may also bar you from any further access to our website. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

We are not required to provide any refund or part thereof to you for such termination of your account. Any refund may be determined in our sole discretion.

7. MODIFICATION OF WEBSITE AND CONTENT

We reserve the right at any time and from time to time to remove, delete, alter or amend any Content, Services or the website. In particular, if we believe the Content to be inappropriate, potentially breach regulations, receive complaints or for any other reason and in our reasonable discretion, we may remove or modify Content at any time without notice. We shall not be liable to you or any third party for any modification when it is required.

We reserve the right to disclose your name and any other personal details to any law enforcement authority or other competent authority or to any person for the purpose of legal proceedings, prosecution, investigation or any breach, alleged breach of the law or these Terms.



8. LIABILITY

You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of our website, the Services or any information contained on it or linked to it. For the sake of clarity, in no event will we be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, damage to reputation, interruption of business, loss or use of data even if the possibility of such loss was made known to us.

This limitation of liability clause includes any reliance by you on the information on the website, access to or inability to use the website. You assume all risk in using the Services and we cannot be liable for your use of or reliance on this Service. While we endeavor to keep the website up-to-date and correct, we make no representation or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Services for any particular purpose and provide it for your informational purposes and out of our own analysis. Any reliance you place on such information is therefore strictly at your own risk.

ACL: Certain legislation including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

Except for your Statutory Rights, all goods and services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.



9. INTELLECTUAL PROPERTY

All custom graphics, icons, logos and service names on the website are registered trademarks, copyright, trade or service marks of UBC Web Design.

Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or our name or any thing you access through our Services.

You agree and acknowledge that we retain all right, title and interest in the Services, including but not limited to the inventions and intellectual property rights contained or embodied within the Services, subject to any intellectual property rights that have been granted to you in relation to web design detailed in 2.a above.

You are solely responsible for obtaining written permission before re-using any copyrighted material that is available on this website. Any unauthorized use of the materials appearing on this website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The Code, Interface and Functionality of the Ace Web Engine remains the property of UBC Web Design at all times and cannot be transferred to another service provider.

10. GOVERNING LAW

These Terms of Use are governed by the laws of the state of Victoria which are in force from time to time and both you and we agree to submit to the exclusive jurisdiction of the Courts of the state of Victoria for determining any dispute concerning these Terms.