

CREATIVE CANARY TERMS & CONDITIONS

AS OF 01 JULY 2017

01 TERMS & DEFINITIONS

"Creative Canary" – Canary Australia Pty Ltd (ABN 44 617 734 399)

"Content" - Refers to all text, graphics, images, photos, hard copies, disks, CD, DVDs, emails provided by the client in relation to the work.

"Client" - The customer or person for who the work is being carried out for

"Contract" - Legal Agreement between Creative Canary and the client

"Quotation" - Document forwarded to client regarding work on which they accept

"Project", "Work", "Job", "Website", "Scope" - Refers to the development and design of any website or graphic as part or whole

02 PRICING & PAYMENTS

All prices are invoiced in Australian Dollars (AUD). All prices stated and invoiced are exclusive of GST unless specifically stated.

A 50% deposit of is required prior to commencement of any work carried out by Creative Canary.

Final payment of works is due within 30 days of invoice date, regardless of job status.

Creative Canary will not release any project files or if a client has an outstanding account with Creative Canary.

Creative Canary has the right to suspend any service or project if payment terms are not met with 7 days.

03 CONTENT & MATERIALS

All information, content and materials supplied by the client to Creative Canary will be kept confidential.

The client warrants that all content supplied is the property of the client.

The client warrants that any content provided in electronic form is free of any computer viruses.

The client indemnifies Creative Canary from any loss or damage arising as a result of any breach of this warranty by the client.

The client warrants that the information supplied to Creative Canary does not breach laws of copyright or any other laws.

All property of the client given to Creative Canary should be adequately insured by the client.

All information supplied by the client to Creative Canary will be delivered to Creative Canary and all content and materials will be picked up from the Creative Canary office.

04 LIMITATION OF LIABILITY

Creative Canary liability in relation to any breach of the contract is restricted to the replacement or repair of goods or the supply of services, or payment of the cost of having the goods replaced or repaired or having the supply of services again. The liability of Creative Canary to the client is limited to the amount of fees received by Creative Canary under these terms. The client indemnifies Creative Canary against all liability or costs upon the lodging of material with Creative Canary for publication, or authorising or approving any publication of material by Creative Canary.

05 WEB HOSTING

The client will require permission from Creative Canary if they wish for the website to be transferred over and hosted by another Internet Service Provider. Creative Canary will not be held liable for any loss of productivity or convenience of the client due to the downtime of the website caused by routine maintenance and acts of God. Creative Canary will not be held liable for any loss of productivity or convenience of the client due to downtime of the website caused by Creative Canary's Internet Service Provider. Creative Canary will not be held responsible for delays in work caused by any of the above downtime factors, thus being maintenance, acts of God or Internet Service Provider. If the client chooses to host their project with a third-party host (Not Creative Canary), a fee may incurred to load and test the website to an external platform.

06 DOMAIN NAMES

The client will require permission from Creative Canary if they wish to modify or add a new domain name in relation to their website.

07 EMAIL HOSTING

The client will require permission from Creative Canary if they wish to add, modify or delete any email address that is a part of their email hosting. Creative Canary will not be held liable for any loss of productivity or convenience due to the downtime of email hosting caused by routine maintenance, third party service providers or acts of God. Creative Canary does not offer email hosting as a standard service and is not included in any hosting package, additional charges may occur.

08 COPYRIGHT

Creative Canary is the copyright owner for the final design of the work. This includes the structural layout, styles & colour scheme, as well the actual files and scripts used within the work. Any copyrighted content and/or materials owned by the client that are used within the work are respectively owned by the client. This may include such content as images, PDF files, flash presentations and textual content owned and provided by the client.

09 ALTERATIONS

The client will require Creative Canary' permission before they can make any alterations to the source files, codes, scripts, structural layout and design of the work. Creative Canary will not be held liable for any errors or downtime caused by client alterations to the website, including if granted permission to make alterations by Creative Canary.

Creative Canary will charge at an hourly rate to fix all errors caused by client alterations. Creative Canary will not be held liable for any delays in work caused by client errors, errors or omissions of supplied content by the client and delays in the transportation of content and materials to Creative Canary from the client.

10 ERRORS & OMISSIONS - ONLINE

Any errors or omissions caused by Creative Canary, such as typos, scripting errors or omissions of content will be fixed by Creative Canary within 30 working days. This will incur no additional costs.

11 ERRORS & OMISSIONS - PRINT

The client is always responsible for approving print artwork, any errors or omissions that have occurred will be at the fault of the clients. Creative Canary will not reprint or design at a discounted rate after print.

12 SUB-CONTRACTING

Creative Canary may sub contract part or all of the work to a third party, but will still remain liable for the entirety of the work.

13 THIRD PARTIES

Creative Canary will not be held liable for loss of productivity or convenience of the work due to errors, omissions or downtime caused directly by a third party resource used within the work. This includes all content that is out of Creative Canary's control that is primarily controlled by a third party. For example, a third party company or website managing the websites payment facilities, search engine ranks, website tracking, Content Management, WordPress, WordPress Plugins, etc...

14 SEARCH ENGINE OPTIMISATION

Unless explicitly agreed to within the initial website quotation, Creative Canary will not be held liable for continually ensuring search engine optimisation of the website. This includes making sure that all website metadata is correct, the site map is up date, submission to various search engines and "spidering" of own website for in-house searching.

15 WEBSITE TRACKING

If a third-party website tracking facility and account is set up for the client website, such as Google Analytics, Creative Canary will not be held liable for anything to do with that account, such as downtime, errors or cancellations. Creative Canary will only maintain the website tracking script required for the website statistics to function.

16 CODE COMPLIANCY

Unless explicitly agreed to within the initial work quotation, Creative Canary will not be held liable for website coding compliancy standards once the website has been completed. If the website fails to comply with HTML, CSS or accessibility standards once the project has been completed, Creative Canary will not be held accountable. Additional costs will be incurred by the client if they wish for their website to continually comply with the various standards.

17 TIME OF COMPLETION

Creative Canary will complete the work within a reasonable time frame but will not be obliged to complete the work by any particular date unless agreed to within the initial quotation. Any delay in the completion of the work caused by events outside of Creative Canary's control will be added to the estimated time of completion as stated in the quotation. This includes errors caused by client alterations, errors or omissions of supplied content by the client, delays in the transportation of content of materials to Creative Canary from the client and downtime of the work as a result of maintenance, acts of God or Creative Canary's Internet Service Provider.

18 CREATIVE CANARY PROMOTIONS

During development and after completion of the work, Creative Canary is allowed to use and display any of the content of the work for promotional purposes. Creative Canary will be allowed to use the work within its own websites and other media for the purpose of its own promotion, including but not limited to social media websites such as; Facebook, Instagram, Google+ or Twitter.

19 BREACH & TERMINATION

You will breach our terms and conditions upon:

- failure to have provided content as required within 4 weeks of approval date;
- being unresponsive to our communication;
- failure to conduct yourself in a professional manner;
- being rude or aggressive towards the Supplier;
- referring to any of our companies, brands, staff / agents on social media, forums, reviews or websites without written consent.

Creative Canary may terminate business with the client upon the occurrence of any of the events described immediately above, where you have failed to remedy the breach within 7 days of notice. The client may request Creative Canary to cancel work by giving 48 hours notice in writing provided that the client will remain liable to Creative Canary to pay for all work carried out by Creative Canary up to the point of cancellation.

20 ACCEPTANCE AND AGREEMENT

Any quotation does not constitute a contract with Creative Canary until it is accepted by the client in writing based upon these terms and conditions.

21 CHANGES TO TERMS & CONDITIONS

Creative Canary may change, update or modify the Terms & Conditions at any time without warning.