

CANARY AUSTRALIA PTY LTD

Master Terms & Conditions

Effective Date: July 2026

Important Notice: These Master Terms & Conditions govern all contracts, proposals, quotations, and services provided by Canary Australia Pty Ltd and its current or future trading names. By engaging the Company for digital, creative, or web infrastructure services, the Client agrees to be bound unconditionally by the terms outlined below.

01. TERMS & DEFINITIONS

"The Company" refers to Canary Australia Pty Ltd (ABN 44 617 734 399).

"Trading Names" refers to all current and future registered trading names operated by the Company, including but not limited to **Creative Canary**, **Canary Australia**, **Neon Canary**, and **Canary Agency**. Any reference within these terms to Canary Australia Pty Ltd implicitly includes and applies to all current, listed, and future trading names.

"Client" refers to the customer, person, or entity for whom the work is being carried out.

"Contract" refers to the legal agreement between Canary Australia Pty Ltd and the Client incorporating these terms.

"Quotation" refers to the document forwarded to the Client detailing the scope of work and costs, which the Client accepts in writing.

"Project" or "Work" refers to the development, design, asset creation, or strategy of any website, graphic, or digital asset as a part or whole.

"Content" refers to all digital text, graphics, images, branding assets, logins, and documentation provided by the Client in relation to the Work.

02. PRICING & PAYMENTS

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

Deposit: A 50% deposit of the total quoted amount may be requested and must be paid prior to the commencement of any Work. This deposit is strictly non-refundable.

Final Payments: The remaining 50% balance is due within 30 days of the final invoice date, or strictly based on the specific payment terms stipulated on the issued invoice.

Late Fees: Any invoice outstanding past its specific due date will automatically incur a **10% late payment fee**.

Service Suspension: Canary Australia Pty Ltd reserves the right to suspend or disable any active service, website, project development, or hosting environment if payment terms are not met within 7 days of an invoice due date. File or asset releases will be withheld until the account is settled in full.

Recurring Hosting Invoices: Website hosting invoices are automatically generated and issued annually on the **1st of July**. If a hosting invoice is not paid by its stipulated due date, the hosting service will be suspended immediately by Canary Australia Pty Ltd to protect operational infrastructure.

03. CONTENT, DELIVERY & DIGITAL WORKFLOWS

Digital Delivery Only: All Client source content and assets must be delivered digitally via email or Microsoft OneDrive. Canary Australia Pty Ltd operates a fully digital workflow and does not accept physical media or hard-copy assets.

Client Warranties: The Client warrants that all supplied Content is the legal property of the Client, does not breach Australian or international copyright laws, and is free of computer viruses or malicious code.

Indemnity: The Client completely indemnifies Canary Australia Pty Ltd from any third-party loss, legal action, or damage arising from a breach of these material warranties.

Confidentiality: All sensitive information, credentials, and materials supplied by the Client to Canary Australia Pty Ltd will be kept strictly confidential.

04. SCOPE CREEP, REVISIONS & E-COMMERCE EXCLUSIONS

Revision Limits: Standard project quotations include **unlimited design revisions capped at a maximum of 5 hours** of total execution time. If revision requests exceed 5 hours, additional fees will be incurred at Canary Australia Pty Ltd's standard hourly rate.

E-Commerce Exclusion: Unless explicitly detailed and costed as a standalone line item within the initial project Quotation, all standard web design scopes **strictly exclude** e-commerce functionality, online store configurations, inventory systems, and payment gateway setups.

05. INTELLECTUAL PROPERTY & RAW FILES

IP Ownership: Canary Australia Pty Ltd retains full intellectual property (IP) and copyright ownership over the final design of the work, including structural layouts, custom styles, colour schemes, and underlying custom code scripts. Client-supplied assets remain the property of the Client.

IP Transfer & Release: If the Client wishes to obtain full legal ownership of the final IP, they must formally request it, arrange the appropriate legal transfer documentation at their own expense, and pay an agreed-upon IP release fee to Canary Australia Pty Ltd.

Raw Working Files: Canary Australia Pty Ltd is under no obligation to hand over unflattened or raw working assets (e.g., Figma links, Photoshop/Illustrator files). A specialised release fee must be paid if raw working assets are requested.

06. THIRD-PARTY SOFTWARE, PLUGINS & BREAKAGES

Plugin Stability Disclaimer: Modern websites rely on third-party integrations (such as WordPress, core frameworks, and independent plugins). Canary Australia Pty Ltd is **never responsible** for a live website breaking, malfunctioning, or throwing errors due to an independent third-party software update or automated patch.

Repairs & Backups: Any diagnostics, fixes, or backup restoration required due to plugin or third-party software changes will be billed explicitly at Canary Australia Pty Ltd's standard hourly rate.

Software Licences: Software or premium theme licences provided under Canary Australia Pty Ltd's agency developer accounts belong exclusively to Canary Australia Pty Ltd. Upon termination of services or migration away from Canary Australia Pty Ltd, these licences will be revoked. If the Client wishes to maintain these premium integrations, they must purchase their own independent software keys; Canary Australia Pty Ltd can assist in configuring new licences prior to migration at our standard hourly rate.

07. WEB HOSTING, MIGRATION & OFF-BOARDING

Downtime Liability: Canary Australia Pty Ltd is not liable for any loss of business productivity, revenue, or convenience due to website downtime caused by routine maintenance, acts of God, or disruptions stemming from upstream infrastructure providers.

External Hosting Setup: If a Client chooses to host a completed project with an external third-party host, a flat migration and deployment fee will be incurred, calculated directly using Canary Australia Pty Ltd's standard hourly rate.

Off-Boarding Support: Upon termination of services, standard hourly rates apply to all administrative off-boarding tasks, data exports, and packaging of files. Canary Australia Pty Ltd will grant the Client's incoming digital agency server access for a **strictly limited time window** to retrieve files. Should the incoming agency fail to download the files within this allocated window, additional access or extensions will incur hourly fees. Off-boarding actions will only commence once all outstanding balances owing to Canary Australia Pty Ltd are paid in full.

08. COMPLIANCE, BROWSERS & SEO

Browser Compatibility: Websites designed by Canary Australia Pty Ltd are strictly **optimised** for the **latest stable public versions** of major modern browsers (Google Chrome, Apple Safari, Microsoft Edge, and Mozilla Firefox) at the exact time of the website's launch. Canary Australia Pty Ltd provides no guarantee of layout compatibility on obsolete, legacy, or highly niche custom browsers.

Code Standards: Canary Australia Pty Ltd builds sites to current digital standards but is not liable for evolving web validation or accessibility changes once a project is complete. Continued compliance updates will incur additional costs.

SEO & Tracking Limitations: Canary Australia Pty Ltd is not responsible for ongoing search engine **optimisation** rankings, metadata updates, or data discrepancies and cancellations within third-party tracking tools like Google Analytics unless explicitly contracted under a distinct marketing agreement.

09. ERRORS, OMISSIONS & PRINT APPROVALS

Digital Errors: Any technical bugs, typos, or scripting errors caused directly by Canary Australia Pty Ltd on a live digital environment will be resolved free of charge if identified within **14 days** of project completion. If an error is caused by Client modifications or updates, a **7-day resolution window** applies, and technical fees may be incurred depending on the scale of the required fix.

Print Sign-Off: The Client is 100% responsible for verifying and approving all print-ready design work. No files are sent to physical print without a formal digital sign-off or explicit confirmation via email from the Client. Canary Australia Pty Ltd accepts zero liability for print errors, typos, or wrong dimensions post-approval and will not reprint or redesign assets at a discounted rate.

10. PROJECT DELAYS, "GHOSTING" & TERMINATION EXPIRY

Project Pause & Restart Fee: If a Client is completely unresponsive or fails to provide critical required Content within **4 weeks** of a project's formal approval date, the project will be **categorised** as "Paused". The project will be invoiced for all work completed up to that date, and a **10% reactivation fee** (based on the total project value) will be charged by Canary Australia Pty Ltd to schedule and restart the project.

12-Month Contract Expiry: If a project remains paused, delayed, or uncompleted due to Client-side actions or lack of communication for a continuous period of **12 months**, the contract will automatically terminate. Under these circumstances, the Client completely forfeits all monies paid, and all past project progress, designs, and files held by Canary Australia Pty Ltd are permanently forfeited.

11. BREACH, PROMOTIONS & LEGAL COMPLIANCE

Breach Metrics: A material breach of contract occurs upon a failure to pay invoices, continuous non-responsiveness, failure to interact professionally, or engaging in abusive or aggressive communication toward Canary Australia Pty Ltd staff. Canary Australia Pty Ltd reserves the right to terminate business immediately if a notified breach is not remedied within 7 days.

Mutual Non-Disparagement: Both Canary Australia Pty Ltd and the Client agree to act professionally and refrain from making, publishing, or encouraging any defamatory, disparaging, or maliciously critical public comments, online reviews, or social media remarks regarding the other party's brands, trading names, staff, or services.

Promotional Rights: Canary Australia Pty Ltd retains the right to display and showcase any portion of the completed or in-development Work, digital assets, and website screenshots across its own portfolio websites and **generalised** online social media channels for marketing purposes.

Design Attribution: Canary Australia Pty Ltd retains the right to place a small, discreet design credit and backlink within the footer of any developed website (e.g., "*Website Design by Creative Canary*" or alternative applicable trading name). This attribution cannot be removed by the Client post-launch without a negotiated white-label fee paid to Canary Australia Pty Ltd.

12. LIMITATION OF LIABILITY & GENERAL LAW

Consequential Loss Exclusion: To the maximum extent permitted by Australian Law, Canary Australia Pty Ltd is not liable to the Client for any indirect, incidental, special, or consequential losses, including but not limited to loss of business profits, revenue, data, website traffic, marketing momentum, or commercial reputation.

Liability Cap: Canary Australia Pty Ltd's total aggregate liability in relation to any breach of contract or performance failure is strictly limited to either the re-supply of the specific services or a refund of the exact fees received under the specific active Quotation.

Privacy Link: All Client data, credentials, and digital materials are handled strictly in accordance with Canary Australia Pty Ltd's independent Privacy Policy, which outlines data collection, security, and usage boundaries.

Governing Law: This agreement is governed exclusively by the laws of **Western Australia**. Both parties submit to the exclusive jurisdiction of the courts of Western Australia.

Severability: If any single clause or provision within these terms is deemed unlawful, void, or unenforceable by an Australian court, that specific section will be severed, and the remaining clauses will continue to be 100% legally binding and enforceable.