

## TERMS & CONDITIONS

### General

It is the customer's responsibility to keep CREATIVEDESIGN up to date with their contact details. If the customer fails in this it could result in the expiration of services.

CREATIVEDESIGN reserves the right to refuse service and/or access to its products and servers to anyone.

CREATIVEDESIGN retains the right to restrict access to any areas or connections within its server or website environments, this includes and is not restricted to WordPress Admin Access, CPanel and FTP.

CREATIVEDESIGN reserves the right to suspend or cancel a customer's access to any or all services provided by CREATIVEDESIGN when CREATIVEDESIGN decides (at its absolute discretion) that the account has been inappropriately used or otherwise abused.

Individual accounts are to be used by the account holder only. Individual account holders are not permitted to sell, resell, store or give away CREATIVEDESIGN services to other parties. The Customer warrants that it has the right to use the applicable trademarks, if any.

The Customer agrees that he or she has the necessary knowledge to maintain their website. The Customer agrees that it is not the responsibility of CREATIVEDESIGN to provide this knowledge or customer support outside of the defined service dates unless otherwise pre-arranged / postly arranged as an additional service between CREATIVEDESIGN and the client.

The Customer is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access CREATIVEDESIGN websites. CREATIVEDESIGN makes no representations, warranties or assurances that the Customer's equipment will be compatible with the CREATIVEDESIGN service.

The Customer may not transfer this agreement without the written consent of CREATIVEDESIGN. This Agreement constitutes the entire understanding of the parties. Any changes or modifications to this Contract thereto are agreed to by both parties upon renewal of services.

The Customer may only use CREATIVEDESIGN servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

This agreement shall be governed in all respects by the laws of Victoria, Australia. The parties are to irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Customer on renewal of CREATIVEDESIGN, services as specified in Section I. Financial Arrangements.

When purchasing from CREATIVEDESIGN your financial details will be managed with the strictest of confidence. If you have any questions regarding our security policy, please contact our customer support team – [support@creativedesign.com](mailto:support@creativedesign.com)

If you will be hosting the website elsewhere please see the [Remote Hosting T&C's](#).

### Privacy Policy

CREATIVEDESIGN is dedicated to keeping your details private. Any information we collect in relation to you is kept strictly secured. We do not pass on, sell or swap any of your personal details with anyone. We use this information to identify your orders and to personalise your shopping experience with us. CREATIVEDESIGN may use cookies. Cookies sent to your computer from CREATIVEDESIGN only last while you're browsing our website. We do not store persistent cookies on your computer. Whenever you use our website or any other website, the computer on which the web pages are stored (the Web server) needs to know the network address of your computer so that it can send the requested web pages to your Internet browser. The unique network address of your computer is called its "IP address," and is sent automatically each time you access any Internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer but otherwise, it is anonymous. We do not keep a record of the IP addresses from which users access our site except where you have specifically provided us with information about yourself, in which case we also record your IP address for security purposes. An example of this would be when proceeding to a checkout to finalise an order you may wish to make. After completing the form provided, your IP address will be stored along with a transaction number that allows us to track your order.

Clients using our online enquiry forms for design services are asked for their name, phone number, postcode and email address in order to allow us to contact them in relation to their query. This information is not shared with third parties. Please contact us by email ([sales@creativedesign.com.au](mailto:sales@creativedesign.com.au)) should you wish to have the detail modified or deleted or you wish to opt-out of any future communication after your enquiry.

### Limited Liability

CREATIVEDESIGN shall not be liable, under any circumstances or legal theories whatsoever, for any loss of business, profits or goodwill, loss of use or data, interruption of business, or for any indirect, special, incidental or consequential damages of any character, even if CREATIVEDESIGN is aware of the risk of such damages, that result in any way from the Customer's use or inability to use the online services, servers or the software, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the website, servers or the software.

CREATIVEDESIGN makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. CREATIVEDESIGN also disclaims any warranty of merchantability or fitness for a particular purpose and will not be responsible for any damages that may be suffered by the Customer, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the Customer.

Use of any information obtained by way of CREATIVEDESIGN is at the Customer's own risk, and CREATIVEDESIGN specifically denies any responsibility for the accuracy or quality of information obtained through its services.

CREATIVEDESIGN expressly limits its damages to the Customer for any non-accessibility time or other downtime to the pro-rata monthly charge during the system unavailability. CREATIVEDESIGN specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

The Customer expressly agrees that use of CREATIVEDESIGN websites and services is at the Customer's sole risk. Neither CREATIVEDESIGN, nor its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that the CREATIVEDESIGN service will not be interrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the service or as to the accuracy, reliability or content of any information, service or merchandise contained in or provided through the CREATIVEDESIGN servers, unless otherwise expressly stated in this agreement.

Under no circumstances, including negligence, shall CREATIVEDESIGN be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the CREATIVEDESIGN website services; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorised access to CREATIVEDESIGN's records, programs or services. The Customer hereby acknowledges that this paragraph shall apply to all content on CREATIVEDESIGN servers.

Notwithstanding the above, the Customer's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which the Customer paid during the term of this Agreement and any reasonable attorney's fee and court costs.

The Customer agrees that it shall defend, indemnify, save and hold CREATIVEDESIGN harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against CREATIVEDESIGN, its agents, its customers, servants officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Customer, its agents, employees or assigns. The Customer agrees to defend, indemnify and hold harmless CREATIVEDESIGN against Liabilities arising out of:

any injury to person or property caused by any products sold or otherwise distributed in connection with CREATIVEDESIGN's server

## **Packaged Websites**

### **Pre-Web Design Phase**

All prices are valid for 30 days from the date in which the quote was given.

All deposits and fees paid are non-refundable after the design brief is returned to CREATIVEDESIGN or after 14 days has elapsed since the date of the deposit paid. Refunds will be less a \$100AUD + admin fee.

If you have purchased a logo design with us, this will need to be signed off before we commence your website design.

We will only begin your website design process when we have received your Onboarding Questionnaire and all your content and photos. The delivery timeframe of 14 days to deliver your initial web design concepts only begins after we have received all your required information.

If CREATIVEDESIGN does not receive your Onboarding Questionnaire within a 3 month period from the date of order and deposit paid your account will be suspended. Reopening your account will incur a \$150AUD + GST fee. If your account remains suspended for 3 months your account will be closed completely and all money paid and work ordered will be forfeited.

### **Web Design Phase**

You will receive two initial website design concepts by email based on the Onboarding Questionnaire that you submit.

We use in-house website themes as a base in our web design process which we then customise to create a unique branded website design for each of our clients.

### **Design and Content Revisions Phase**

You must submit your revisions in accordance with our [revisions guidelines](#).

You will have 3 revision rounds in the web design phase. Each revision round includes both content and design revisions together. If you exceed the 3 revision rounds we reserve the right to charge \$100 for each additional revision round.

Each revision round needs to be submitted in a single email.

During the web design phase of your project, if you do not sign off your design within a 3 month period, CREATIVEDESIGN reserves the right to suspend your account. Reopening your account incurs a \$150AUD + GST admin fee. If your account remains suspended for 3 months your account will be closed completely and all money paid and work ordered will be forfeited.

Once the website design has been signed off all fees are payable in due course, no cancellations will be accepted and all services ordered must be paid for in full.

The usability, functionality and/or limitations of the website content management system is no reason for not paying the balance of your website. If you require a particular functionality CREATIVEDESIGN provides demos of the CMS programs that you can trial prior to purchase.

### **If you are not happy with the website design**

If you would like to request a full refund, including your deposit paid, please submit your reasons in writing. We will address these in accordance with our [Guarantee](#).

### **Website Content**

We will coordinate, upload and assist you in the editing and writing of the content for your website pages during the web design phase. This will be limited to the number of pages and word count of your website package. For example, if your package includes 5 pages and a total of 2000 words, this limit is for all content in total, whether we write it, you supply it or a combination of the two.

Please be aware that the website content process is collaborative. You will almost always know more about your business than us so you will need to provide us with as much information about your business in the Onboarding Questionnaire as you can.

During the revision phase we ask you to provide very specific guidance on what you would like changed. We will require clear direction before making content edits and revisions.

There also may be situations in the writing process if the content isn't sounding quite right to you that you make some edits and refinements.

You will have 3 revision rounds in the web design phase. Each revision round includes both content and design revisions together.

### **Functionality**

It is important that you understand the parameters of any functionality component or plugin that you are opting to have on your website. Each functionality component or plugin has its limits, functionality that we are responsible for, and elements that you will be responsible for.

### **Initial Website Concepts Delivered In 14 days**

From the date that you submit your Onboarding Questionnaire, you will receive your initial web design concepts within 14 days

### **Logo and Graphic Design**

The deposit for logo and graphic design work is due with order. The balance is due when the artwork has been signed off.

Logos and Brand-starters: Once initial concepts have been provided, no refund will be given.

For logo design services clients will receive three or five design concepts a maximum of 3 design concepts (depending on the package), by email based on the design brief. Clients can request a reasonable number of changes to their chosen concepts until the design is to their satisfaction, approx 2-3 rounds of changes are normal.

Sign off: when the design is completed the client will receive the final graphic design files via email.

Any further changes after sign off will need to be quoted and billed separately.

All CREATIVEDESIGN final graphic designs remain the copyright of the client.

CREATIVEDESIGN provides the artwork in a print-ready file for the clients use. It is the client's responsibility to check all copy, contact details, email, website addresses etc. CREATIVEDESIGN will not be held responsible legally or otherwise for any undiscovered errors on approved artwork. This includes, but is not limited to: spelling, grammar, colour problems, typing errors or oversights you have not located prior to printing. Please get your printer to provide you with a printed proof and thoroughly check the document and colours before printing.