

# Terms and Conditions – DragonflyDigital.com.au / ScottyMurray.com

**1. Acceptance.** A copy of these terms and conditions must be accepted and acceptance noted on the proposal by all new Clients at the time of submission of work to Dragonfly Digital, indicating agreement to and acceptance of these Terms and Conditions.

**2. Charges.** Charges for web development services to be provided by Dragonfly Digital are defined in the project proposal. All website design services require an advance payment of a minimum of fifty (50) percent of the project proposal total when returning the signed agreement. The remaining fifty (50) percent of the project proposal total will be due immediately upon completion of the work, except in cases where a payment plan has been agreed upon. The fee will be for the agreed work outlined in our final proposal. The Client will be asked to approve site plan, navigation, content and design at agreed stages. If, after such approval, the Client makes any changes to the website that affects the navigation of the site, the design or layout of individual pages Dragonfly Digital reserves the right to charge our time at the rate of \$100 per hour.

**3. Payment terms.** Invoices will be provided by Dragonfly Digital upon completion of the work and prior to any deposit due if requested. Final invoices are sent when the website has been completed and uploaded to the internet and are due before go live. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a clerical service charge in the amount of five dollars (\$5) monthly.

Accounts unpaid sixty (60) days after the date of invoice will be considered in default and as a result, Dragonfly Digital at its discretion, may suspend the account causing temporary removal of the website. Removal of such does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

Cheques returned for insufficient funds will be assessed a return charge of \$35 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay Dragonfly Digital reasonable expenses, including attorney fees and costs for collection by third-party agencies, incurred by Dragonfly Digital in obtaining payment.

If a website development invoice remains unpaid 6 months after completion, then the site at Dragonfly Digital's discretion can be taken down, sold or taken over by Dragonfly Digital to recuperate costs. Dragonfly Digital may also choose to hand the debt over to a collection agency, and only after the website development is paid in full including any late fee amounts will the site be handed over to the Client.

**4. Termination.** Termination of services from Dragonfly Digital by the Client must be requested in a written notice and will be effective on receipt of such notice.

**5. Legal Restrictions.** Dragonfly Digital's services may be used for lawful purposes only. Submission, transmission, or maintenance of any information or materials in violation of any state or federal statutes and/or regulations is prohibited. This includes, but is not limited to, material legally judged to be threatening racist or obscene. Dragonfly Digital reserves the right to refuse service to the Client without providing reason or cause.

**6. Copyright.** All content supplied by the Client will be assumed third party copyright free. Dragonfly Digital cannot accept responsibility for any copyright issues arising from improper use of copyrighted images or content.

#### **7. Standard Media Delivery.**

No site is guaranteed to be printable without a dedicated printable version of any specific page.

Unless otherwise specified in the project proposal, this Agreement assumes that all text will be provided by the Client in electronic format (text files or Email or MS Word document delivered via email) if Dragonfly Digital is to insert web page content. In the case where a Content Management System (CMS) site is

produced, Dragonfly Digital will insert some of the page content for free, and the Client is to insert the rest, unless a data entry fee is negotiated, as specified in the project proposal. All graphics need to be provided electronically in .gif, .jpg, .png or .tiff format.

Additional (to proposal) expenses may be incurred for corrective work, conversion of media or outside facility charges. The scope of the work will be defined by the project proposal.

The proposal will clearly outline what is to be delivered. If any items are missing Dragonfly Digital needs to be informed prior to signing these terms to enable supply of a new proposal with inclusion of missing items. The project proposal quoted amount will not cover any items that have not been specified or are missing from the proposal at the time of proposal acceptance.

Changes to Client's business during project timeline which necessitate changes to already created work will incur an extra charge according to time spent at our current hourly rate of \$100 per hour.

**8. Design Credit.** Dragonfly Digital reserves the right to include a discrete link back to [www.DragonflyDigital.com.au](http://www.DragonflyDigital.com.au) from the Client's website stating "Site by Dragonfly Digital". This design credit is to remain on the site unless the editing of the site has been taken over by another party and the design appearance of the site has changed by over 90% from its original look as provided and designed by Dragonfly Digital. Dragonfly Digital must be in acceptance of the removal and notified in event of its change so that the site can be removed from the portfolio on the Dragonfly Digital Website. In cases where the site's graphic design has been supplied by a third party, the designer will be credited, and the Dragonfly Digital credit will state "Site development by Dragonfly Digital".

**9. Intellectual Property.** The Client retains IP of the site. Unless design copyright is signed over to the Client, Dragonfly Digital retains copyright of any design or coding that is created by Dragonfly Digital, excluding elements formed directly from the Client's logo or branding imagery or facets of their corporate identity. The Client can use and re-use the design elements created for the site in an unlimited fashion for the site and any

other graphical online internet-displayed purposes only. Styles and designs created in the production of the website design may not be used in other material for the Client's advertising unless permission is given by Dragonfly Digital. An extra design fee will be due for the multiple use of design features.

The Client accepts that they do not have exclusive rights to any regenerative code used in the development of the website. The Client does not have any ownership of the code used in the site, they can not copy, modify, lease or sell the code without explicit permission. Sale of the website by the owner transfers the use of the site only but the copyright and ownership of the code used by the site remains with Dragonfly Digital and/or partners/contractors.

The Client agrees to remove any reference to Dragonfly Digital (including the link) should Dragonfly Digital deem the site to no longer be representative of Dragonfly Digital's design style and quality.

**10. Right To Pull.** By signing this Agreement, the Client agrees to give Dragonfly Digital access to the Client's installed website, (FTP access) and further agrees that Dragonfly Digital shall have the right to alter that site for failure to adhere to item 8 or 9 of these terms or remove from public posting for unresolved and continued failure to adhere to item 3.

**11. Post-Placement Alterations.** Dragonfly Digital cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once uploaded and live. Such alterations include, but are not limited to additions, modifications, or deletions.

**12. Indemnity.** The Client agrees to indemnify Dragonfly Digital from any and all claims resulting from the Client's use of Dragonfly Digital's services which cause damage to the Client or a third party, including but not limited to any direct, indirect or consequential damages, errors or omissions caused by any employee or director of Dragonfly Digital, loss of data resulting from delays, non-delivery or interruption in service or for actions resulting from unauthorised hacking into any Website or online database created by us, or from the misuse of any content

management system provided by us. The Client acknowledges and agrees that Dragonfly Digital cannot guarantee the absence of service interruptions caused by Acts of God or other circumstances beyond the control of Dragonfly Digital.

**13. Hosting.** Any website hosted by Dragonfly Digital may never include third party software, or any open source web software or any off-the-shelf systems such as but not limited to WordPress. If any Client has FTP access to their site and uploads 3rd party software or any kind, Dragonfly Digital reserves the right to instantly terminate their hosting account. This item is to guard against potential hacking of our hosting server.

Hosting is billed monthly unless otherwise arranged. Payment for the month is required within 2 weeks of issue of the invoice for that month. If a hosting account remains unpaid after one month from date of invoice, Dragonfly Digital reserves the right to suspend the hosting account until payment is received.

**14. General.** These Terms and Conditions supersede all previous representations, understandings or agreements. There may be exceptions to these terms specifically outlined in the project proposal. The Client's signature below constitutes agreement to and acceptance of these Terms and Conditions. Dragonfly Digital reserves the right to change the terms and conditions of the acceptance of future orders for authoring and placement of the Client's pages. These Terms and Conditions are not negotiable.

**15. Governing Law.** This Agreement shall be governed by the laws of Australia, which shall claim venue and jurisdiction for any legal motion or claim arising from this Agreement.

What would it take for a handshake to seal a deal and honesty be upmost in both parties agenda's?

Voiding the need for needless legality.

Trust, Integrity, and Honouring Our Word are some of the values of our business. What are your values?