

1. Service Description

- 1.1. The description of the service is dependent on the specific product or service you have applied for, and may be dependent on a particular quotation or offer.
- 1.2. Due to continued development, the scope of services supplied is subject to change without notice.

2. Confidentiality

- 2.1. Snapsite agrees to treat as confidential your business information, strategies, details of inventions, marketing ideas and the like that you may have disclosed to us.
- 2.2. Your confidential information will not be disclosed to any other parties unless:
 - 2.2.1. with your express permission,
 - 2.2.2. you instruct us to include such information on your website,
 - 2.2.3. such information enters the public domain and is no longer confidential,
 - 2.2.4. it is necessary to do so in order for us to provide the service you have engaged us to provide. In this case, any such third party will also be bound by the same agreement to confidentiality.

3. Quotations

- 3.1. Quotations are valid for acceptance for a period of 30 days, and thereafter are subject to confirmation.
- 3.2. Quotations for website construction include basic processing of images such as re-sizing and cropping. Significant processing, such as perspective correction, background removal, adding / removing content) may be subject to additional charges at our ruling rate.
- 3.3. Where there are conflicts between our quotation and these Standard Terms and Conditions, the former will take precedence.

4. Acceptable Use Policy

- 4.1. You must not use the Service to gain unauthorised access to any computer, system or network.
- 4.2. You must not use the Service in a manner that interferes with the rights of other users.
- 4.3. You must not use the service in a manner which may interfere with the operation of the Service, or any other computer, system or network.
- 4.4. In using the Service, you must not break any laws or infringe the rights of other persons.
- 4.5. You agree not to publish offensive, misleading or illegal content.

5. Domain Names

- 5.1. Registered Domain Names are provided by SnapSite at additional cost.
- 5.2. Management and hosting of the domain name are included in the relevant fee for the service being provided.
- 5.3. Terms and conditions covering Domain Names are normally provided by the governing authority of the particular domain type, to which you should refer. In Australia it is auDA (www.auda.org.au)

6. Mail Services

- 6.1. Your use of mail services must comply with relevant Australian anti-spam and privacy legislation.
- 6.2. Continued access to your email service is governed by our Acceptable Use Policy:
- 6.3. The volume of data passing through your mailbox may be monitored, and where excessive traffic is detected we reserve the right to apply additional charges commensurate with the excess traffic.
- 6.4. If any abuse of the mailing service is reported or detected, we reserve the right to terminate such service without notice.
- 6.5. If as a result of your abuse of any part of the mailing service, any of SnapSite's servers are blacklisted as the source of spam or otherwise disabled, you agree to indemnify SnapSite for any costs and losses so incurred.

- 6.6. Unless otherwise agreed, to conserve space email messages left on our mail server are subject to deletion without notice. Unless otherwise agreed this applies to those older than 30 days.

7. Contract Duration And Termination

- 7.1. Unless otherwise specified, a minimum subscription period of 12 months applies. In the event of you cancelling or defaulting on payment during that initial period, you are immediately liable for all subscriptions remaining of that initial 12 months, as well as any cancellation fee that may be in force at the time.
- 7.2. After the initial minimum period has expired, you may cancel your subscription at any time by giving at least one month's notice in writing, at which time any applicable cancellation fee will apply.
- 7.3. Notwithstanding the copyright provisions within these Terms & Conditions, in the event of your default or early termination SnapSite may withhold return of your content until any outstanding amounts are paid in full.
- 7.4. Upon termination, your copyrighted property will be returned to you on request, subject to any outstanding fees being paid in full.
- 7.5. SnapSite reserves the right to terminate, suspend or disable any service without notice for non-payment of fees, in which case Snapsite is entitled to charge a reconnection fee.

8. Help and Support

- 8.1. Certain services include an allocated amount of free support, after which such becomes billable. Such services are described under Standard Services Prices.
- 8.2. Allocated free support, where provided, is month by month and cannot be accrued.
- 8.3. You authorise SnapSite to charge for support that you request which exceeds that already provided for as part of the service subscription you have purchased. Such fees will be charged at our ruling billable rate shown under Standard Services Prices, paid for through your nominated payment method.

9. Privacy And Security

- 9.1. Your user names and passwords are strictly confidential, and will not be knowingly disclosed to any other party. Where you have lost or forgotten your user name or password, a new password will be allocated and disclosed only after suitable identification.
- 9.2. We are committed to protecting your privacy. No details that will enable any person to be individually identified will be disclosed to any third party, other than to the extent necessary for them to be able to deliver a required service to you.
- 9.3. **Access to Commercial Credit Information (Section 18 Privacy Act 1988).** For the purpose of assessing your application for credit, you consent to SnapSite obtaining a report containing information about your commercial activities or commercial credit worthiness, from a business which provides information about the commercial credit worthiness of persons and/or businesses.

10. Third Party Services

- 10.1. Certain third party services including but not limited to Google Analytics, payment gateways and merchant facilities may have their own terms and conditions of usage which may take precedence over any provisions herein.

11. Intellectual Property / Copyright

- 11.1. Ownership of the Intellectual Property of your website's content is vested in you; that of the operating platform itself and associated code is vested in SnapSite and/or relevant third party providers.
- 11.2. You warrant that you are the lawful owner/licensee of the Copyright on all material that you publish on your website, provide to SnapSite for publication, or that you authorise SnapSite to use in the construction of your site.
- 11.3. You agree to indemnify SnapSite from all action arising from your use of copyrighted content on your site.
- 11.4. A lien exists on your copyrighted content until such time as all outstanding debts have been paid.

12. Payment Terms

12.1. General payment terms:

- 12.1.1. Certain services may require either pre-payment or a deposit. Work will not proceed until receipt of such payment.
- 12.1.2. You may be required to complete our Credit Application Form for us to establish a trading account for you.
- 12.1.3. Where a trading account has been established, payment is 14 days from date of invoice unless otherwise agreed in advance.
- 12.1.4. Where a trading account has not been established, you are required to pre-pay an amount equal to the estimated expenditure over the ensuing three-month period, from which monthly and incidental costs are debited. Snapsite will issue an invoice for the replenishment of such a deposit account when it is nearing depletion. Refer also to **Contract Duration and Termination**.

- 12.1.5. Recurring and incidental payments are to be made by either credit card debit authority or direct bank debit authority, signed by you, unless prior alternative arrangements have been made and agreed to.
- 12.1.6. Where direct deposit is made, payment to be made to SnapSite Pty Ltd, BSB 113-879, account number 066480828. To ensure that we are aware that the payment has been made, please email details to accounts@SnapSite.com.au or fax on 03 9555 5360.
- 12.1.7. Your signature on our Service Application Form and Direct Debit Request constitute your acceptance of these terms and conditions, as well as your acceptance of whatever quotation that they accompanied.
- 12.1.8. You agree to indemnify SnapSite against all costs incurred in the recovery of outstanding amounts owing.
- 12.1.9. All design and construction work is to be pre-paid or requires a deposit as set out in the relevant proposal.
- 12.1.10. You are required to complete our Credit Application Form. Acceptance of your application is subject to relevant credit checks. Work will not commence until your deposit has been received and your application for credit has been approved.
- 12.1.11. Where credit has been approved, our payment terms are net 14 days of invoice
- 12.1.12. Payment for recurrent subscriptions will not commence until the website is live, at which time they are payable in advance through your nominated payment method.
- 12.1.13. Our official Tax Invoice will be sent to you as a matter of record for pre-payments and direct debits.

13. Scope Changes

- 13.1. Where changes to the website during its construction necessitate work that was not allowed for in our original quotation, such will be billable at our prevailing rate detailed under Standard Services Prices, or subject to separate quotation.
- 13.2. Rework and changes to content or design that have already been implemented, whether or not the website has already been made live, are deemed to be additional work and will be billed at our prevailing rate.
- 13.3. Additional work will be billed for and payable by your agreed payment method.
- 13.4. Where professional photographs and images are required in addition to those already allowed for in our quotation, additional charges may apply.

14. Warranties

- 14.1. Code and content are guaranteed to be free of defects and errors for a period of 90 days from your acceptance of the website or service concerned. Where such defects are of Snapsite's making, they will be corrected at no charge during that warranty period.
- 14.2. In the absence of a formal acceptance document, "Acceptance date" is deemed to be that date at which the site or service was made live.
- 14.3. Certain parts of websites we build are based on or incorporate software and services provided by third parties. This warranty does not extend to such third party providers.
- 14.4. Where there are defects arising from third party providers, Snapsite will make all reasonable endeavours to have them rectified by the provider concerned.
- 14.5. Because of variations in the ways that individual browsers function, variations in hardware on which those browsers operate, and variations in system settings and preferences of individual users, Snapsite cannot guarantee that a website will provide trouble-free performance or function as intended on all web browser and operating system platform combinations.

15. Work In Progress

- 15.1. Quoted delivery times are our best estimate, and are subject to change without penalty.
- 15.2. Work in progress is deemed to be suspended if:
 - 15.2.1. Content and/or decisions that are due from you are causing unacceptable delays;
 - 15.2.2. You give us written instructions that you wish to suspend work;
 - 15.2.3. You are in breach of our payment terms.
- 15.3. In the event of suspension of work in progress, you are liable for payment of all work completed up to and including the time of such suspension.
- 15.4. If work is resumed later than 60 days after suspension, prices for all remaining work are subject to confirmation and/or re-quotation.
- 15.5. In the event of you cancelling work in progress, you are liable for payment of all work completed up to and including the time of such cancellation, plus any cancellation fees that may apply.

16. Publicity and Marketing

- 16.1. You agree to links and reference to SnapSite being included on your website. Such links will be unobtrusive and make reference to the fact that the site was designed, built and/or is powered by SnapSite.
- 16.2. You agree to allow SnapSite to publicise your website by way of links, screenshots and any similar content on the SnapSite website.

17. General Conditions

- 17.1. Whilst SnapSite makes every reasonable endeavour to provide continuity of service, you will not hold us liable for any loss of income or consequential damage in the event of failure of that service.
- 17.2. SnapSite are not liable for the content of your website, emails or newsletters that you transmit using our systems. You agree to indemnify SnapSite against any claims and other costs arising therefrom.
- 17.3. SnapSite are not liable for the content of any correspondence or enquires that originate from your site.
- 17.4. A minimum charge of 15 minutes at the ruling rate will apply for all billable work, and thereafter in 15-minute increments or part thereof.
- 17.5. Design and content changes may attract additional charges at our ruling rate.
- 17.6. Where you only provide hard copy of content, additional charges may apply to cover the cost of data entry.
- 17.7. Where content, photographs, artwork, logos and the like are provided by you, you warrant that such are your copyright or that you have the right to use them.
- 17.8. Where your logo is not available in suitable soft (electronic) format or is in such a format as to be unsuitable for use on your website, we may re-create one for you, which will incur additional charges.
- 17.9. SnapSite has certain rights to intercept data being transmitted, remove content or monitor your use of the Service, for the purposes of complying with its legal obligations.
- 17.10. Where SnapSite is required to take such steps to comply with any relevant code of practice or by the directive of the Australian Broadcasting Authority, you agree to indemnify SnapSite for any costs so incurred.
- 17.11. SnapSite has the right to disable any site or service that breaches our Acceptable Use policy or these Terms and Conditions. You agree to indemnify SnapSite for any costs incurred as a result of that breach.
- 17.12. These Terms and Conditions are subject to change without notice. It is therefore recommended that you regularly refer to our current Terms and Conditions, which are available free of charge on request.

18. Standard Products and Services Prices

- 18.1. All prices are quoted in Australian Dollars.
- 18.2. Standard prices are shown in Appendix A.

19. Service of Notices and Correspondence

- 19.1. Notices and other correspondence that are serviced by post will be mailed to the address shown on your Service Application form, or to your new address as advised by you.
- 19.2. You are required to notify Snapsite of any change of your address within seven days of such change taking place.

20. Special Conditions for Snapsite Essentials

- 20.1. Where these special conditions are in conflict with the preceding general terms and conditions, these shall take precedence.
- 20.2. One template-based design will be submitted to you for approval and one design change is included. Any additional changes are charged at out ruling rates.
- 20.3. All pages have the same style, inherited from a single master template.
- 20.4. All images and content to be provided by you in electronic format and must not require increasing the number of pages.
- 20.5. Stock images, where requested, are charged for at the ruling rate.
- 20.6. A maximum of 5 images applies.
- 20.7. All written content to be provided by you in soft copy format. Editorial changes and corrections to grammar, spelling and the like are deemed to be content changes.
- 20.8. All content changes are charged at our ruling rate.
- 20.9. Special effects, such as Flash, drop-down menus, slide shows and galleries are not included.

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