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CREATIVE GRAPHIC DESIGN
LOGOS & BRAND IDENTITY
BUSINESS CARDS & STATIONERY
ADVERTISEMENT LAYOUT
PROMOTIONAL MATERIAL
MARKETING COLLATERAL
ANNUAL REPORTS
BOOKLETS & DIARIES

INVOICE & NCR BOOKS
MENU & PRICELIST DESIGN
PRINT MANAGEMENT
OFFSET / DIGITAL / WIDE FORMAT
CRITICAL COLOUR MANAGEMENT
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IMAGE BY PAPER CREATIVE DESIGN & PRINT TERMS OF BUSINESS & SERVICES 01 July 2015 - v2

These terms of business and services cover the conditions of working with Image by Paper as a customer or client and details specific terms for the supply of services. We ask all clients to read, understand and sign these conditions before accepting a quote.

SECTIONS:

- BUSINESS TERMS
- FINANCIAL TERMS & CHARGES
- CREATIVE MEDIA TERMS
- DATA STORAGE POLICY
- SERVICE SPECIFIC TERMS
- WEBSITE DESIGN TERMS
- WEBSITE MANAGEMENT TERMS
- WEB HOSTING TERMS
- ADDITIONAL TERMS
- DISCLAIMER AND WAIVER

ABBREVIATIONS:

IBP: Means Image by Paper Creative Design & Print
Client: Means the customer / the client.

1. BUSINESS TERMS

a. Contract: The instruction for work to commence and/or acceptance of quote and/or the payment of the required deposit by the client constitutes a contractual agreement between the client and IBP. These actions also indicate that the client has read and agreed to the Terms of Business outlined in this documentation.

b. Start date of works: Work on projects will commence within 10 working days from the date the required deposit is paid and cleared unless a prior agreement exists.

c. Agreement of delivery: Acceptance of agreements and deposits by IBP constitutes their agreement to deliver the outlined project subject to these 'terms of business & services' and compliance of these terms by the acting client. This does not include customer satisfaction.

d. Delivery schedule: IBP agrees to deliver work in a timely manner and inform the client of any reasons why an agreed deadline cannot be met. No compensations in financial or services are offered for projects completed after scheduled delivery dates.

e. Supply of Materials & Instructions: The client agrees to provide materials, instructions and feedback in a timely, concise and professional manner, via email, online brief forms, organised Dropbox folder, etc. SMS and verbal instructions will

not suffice. Failure to do so will delay the project and may result in additional charges and/or the project being cancelled by IBP.

f. Customer satisfaction: Should the client be unsatisfied with the final media the project can be cancelled. Paid deposits are forfeited. Balances remaining will not be due. Intellectual copyright of final artwork / source code / images will remain with IBP as per 'Intellectual copyright' terms as within. Alternatively, the project can be revised in order to rectify any dissatisfaction the client has and bring the project to a satisfactory state. No additional charges will be due unless revisions are deemed excessive, will take longer than the quoted hours estimated for the whole project or the project needs to be started from scratch.

g. Cancellation: The client may terminate the contract at any point but in doing so will forfeit the deposit. In instances where deposits were not requested and formal agreement to these terms of business were respected, IBP reverses the right to charge for any hours worked at their hourly rate. All incomplete designs remain the intellectual copyright of IBP as per the 'Intellectual Copyright' terms as within.

h. Office hours: Normal office hours apply Monday to Friday. These are the scheduled working days.

i. Overtime & requested hours: Requested Saturday hours are charged at time and a half. Requested Sunday hours are charged at double time. Requested work after 7pm is also charged at double time. Requested hours apply when the client specifically requests for work to be done inside these hours / days.

2. FINANCIAL TERMS & CHARGES

a. Quotations: The price quoted to a client is for the cost to complete the project as detailed in the quotation. Alterations or adverse changes to a project brief may result in a re-quote being delivered to the client where additional charges may apply. Quotes are valid for the number of days stated on the quotation.

b. Deposit: A deposit of 50% of the total cost of the project is required before work can commence. On occasion, alternative deposit amounts may be scheduled. This deposit is non-refundable.

c. Payment options: Payment is currently accepted by direct deposit in Australian Dollars (AUD)

d. Payment due dates: Invoices are due by the due date stated on them. Late payments are subject to a Late Payment Fee and service suspension where applicable, see invoice terms for details.

e. Call outs and meeting charges: To compensate time out of our offices, where customers request a meeting or a call out we apply the following charges at an hourly rate of \$66.00 inc GST with a minimum charge of \$99.00 inc GST. Time is recorded from the departure of our offices up until our return and includes the time during the meeting / call out.

PLEASE NOTE:

- Pre-scheduled meetings that were quoted for or included in a project quote are excluded from these charges.

- Charges exclude any materials / Intellectual Property supplied as part of the call out and in turn such materials / Intellectual Property will be invoiced separately.

f. Hourly rate: The current hourly rate for non quoted projects or call outs or meetings as described above is \$66.00 inc GST per hour.

3. CREATIVE MEDIA TERMS

a. Intellectual copyright: IBP will hold intellectual copyright of any material, including any source code, designs and photography created for the client, until payment of the final invoice is made. At this time we will transfer the intellectual copyright to the client. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices and intellectual copyright.

b. Client responsibilities with regard to copyright: In situations where clients provide images, text, animations or any other content for their design materials, website or media publication(s) they are legally responsible for ensuring that this material does not infringe any copyright laws.

c. Mock and draft designs: Any mock / draft designs supplied to the client by IBP remain the intellectual copyright of IBP. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects for you or other clients.

d. Proofing: Clients are responsible for final proofing of artwork and web designs. We check all our artwork and web designs before publishing, but clients are responsible for final proofing. IBP cannot be held liable for any errors found after the client has approved artwork for print or a web design for publishing.

e. Accreditations: On all website design work IBP reserves the right to credit work to IBP with the inclusion of a worded statement / hyperlink where seen fit. Clients can request the exclusion of credits with prior agreement with IBP. Credit exclusions are chargeable at \$66.00 inc GST per website. The client agrees that unauthorised removal of credits on designs such as websites will automatically impose the credit exclusion fee, charged at \$99.00 inc GST. Should IBP fail to include accreditations in completed website projects the client is not liable for accreditation exclusion fee.

f. Publishing, print & digital supply: Final artwork / source code / images are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.

4. DATA STORAGE POLICY

a. Data storage: IBP stores final client artwork / source code / images for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant artwork / source code / images are archived for a

minimum period of 1 year after the completion of the project.

b. Client supply: Clients can request original artwork / source code / images to be supplied to them electronically, though they accept responsibility for the safe keeping of media files from that time and beyond any archive period detailed above.

c. Supporting files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore IBP holds no liability or responsibility to store such media files on their system(s).

d. Backup liability: IBP takes appropriate precautions and practices to backup client artwork / source code / images through a range of backup and archive systems. IBP offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.

e. Wavier: In the event of an act of god or circumstances beyond IBP's control, and ensuring all precautionary practices were followed, IPB holds no liability for the safe keeping or backup of client original artwork / source code / images nor the responsibility to re-create any such media files without fees.

5. SERVICE SPECIFIC TERMS

Website design terms

a. Website warranty: Websites come with a one month warranty from the published date to ensure system establishment and foundation. Any errors, defects, changes or minor additions are made without charge within this time period. For full terms & conditions refer to IPB's Web Design Terms & Conditions document.

Website maintenance terms

a. Maintenance plan terms: Website maintenance agreements abide to a 'website maintenance plan terms and conditions' as well as the conditions here within. Reference this agreement for details.

6. ADDITIONAL TERMS

a. Where applicable we may impose additional terms and conditions individually respective of the media design / project concerned. These additional terms if any will be detailed in the quotation supplied for the media design / project concerned.

7. DISCLAIMER AND WAIVER

a. Waiver of terms: Should IBP waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit IBP to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. IBP reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.

b. Delivery date extension: In circumstances and / or eventualities beyond our control IBP reverses the right to extend delivery dates if required. This includes situations such as system crashes, data loss, power failure, loss of Internet access, acts of god.

c. Holidays: Where applicable IBP reserves the right to extend project delivery dates, scheduled website updates and meetings during times of scheduled holidays without limitation to family emergencies. Any such pre-scheduled holiday plans are taken into account when setting project delivery dates where applicable.

IMAGE BY PAPER CREATIVE DESIGN & PRINT WEBSITE DESIGN TERMS OF BUSINESS & SERVICES

01 July 2015 – v2

These terms of business and services cover the conditions of working with IBP as a customer or client and details specific terms for the supply of services. We ask all clients to read and understand these conditions before accepting a quote and / or providing instructions to commence work. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and IBP. Important: Approval by email for the work to commence indicates that the client accepts the terms and conditions outlined in the document. Image by Paper Creative Design & Print – Brisbane, Queensland, Australia
www.imagebypaper.com.au | info@imagebypaper.com.au

SECTIONS:

- DEFINITION OF TERMS
- BUSINESS TERMS
- FINANCIAL TERMS & CHARGES
- COMPLETION OF WORK
- CREATIVE MEDIA TERMS
- DATA STORAGE POLICY
- DISCLAIMER & WAIVER
- INTELLECTUAL PROPERTY
- RIGHTS & RESPONSIBILITIES
- INTERPRETATION
- SERVICE SPECIFIC TERMS
- ADDITIONAL TERMS

ABBREVIATIONS:

IBP: Means Image by Paper Creative Design & Print
Client: Means the customer / the client.

1. DEFINITION OF TERMS

- a. Domain Name:** The root address of a website, e.g. www.example.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee
- b. Copyright:** Refers to laws that regulate the use of the work of a creator, such as an artist, photographer or author. This includes copying, distributing, altering and displaying creative, literary and other types of work.
- c. Downtime:** Time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.
- d. Host:** The company on whose system the Website physically resides.
- e. Link, Hyperlink:** A 'clickable' link embedded on a web page which may take the form of a graphic or text.
- f. Search Engine:** A website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.
- g. Website:** A collection of web pages and associated code which forms an integrated presence.

2. BUSINESS TERMS

- a. Contract:** The instruction for work to commence and the payment of the required deposit by the client constitutes a contractual agreement between the client and IBP. The instruction for work to commence and / or payment of the required deposit indicates the client has read and agreed to the Terms of Business outlined in this documentation.
 - b. Start Date of Works:** Work on projects will commence within 10 working days from the date the required deposit is paid and cleared unless a prior agreement exists.
 - c. Agreement of Delivery:** Acceptance of agreements and deposits by IBP constitutes their agreement to deliver the outlined project subject to the terms and conditions outlined in this document and compliance of these terms by the Client. This does not include customer satisfaction.
 - d. Delivery Schedule:** IBP agrees to deliver the finished project by either the scheduled or agreed date of delivery subject to any disclaimers / waiver's as within. No compensations in financial or services is provided for projects completed after scheduled delivery dates.
 - e. Time Frames:** Unless otherwise arranged, IBP agrees to complete all projects within 3 months of the Start Date of Works. If a delay occurs due to the actions of the Client, including but not limited to the supply of written-copy, images, other content to include in the website, or lack of adequate feedback or approval by the Client, and the project extends beyond the 3 month period, IBP reserves the right to charge the Client a reasonable fee for this delay.
 - f. Office Hours:** Normal office hours apply Monday to Friday. These are the scheduled working days.
 - g. Overtime & Requested Hours:** Requested Saturday hours are charged at time and a half. Requested Sunday hours are charged at double time. Requested work after 7pm is also charged at double time. Requested hours apply when the client specifically requests for work to be done inside these hours / days.
- ### 3. FINANCIAL TERMS & CHARGES
- a. Quotations:** The price quoted to a client is for the cost to complete the project as detailed in the quotation. Alterations or adverse changes to a project brief may result in a re-quote being delivered to the client where additional charges may or may not apply. Quotes are valid for the number of days stated on the quotation.
 - b. Deposit:** A deposit of 50% of the total cost of the project is required before work can commence. On occasions alternative

deposit amounts are scheduled. This deposit is non-refundable. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the Client (Subject to the terms under section 4 of this document "Completion of Work")

c. Payment Options: Payment is currently accepted by direct deposit in Australian Dollars (AUD) unless otherwise agreed. See quotation or invoice terms for details.

d. Payment Due Dates: Invoices are due by the due date stated on them. Late payments are subject to interest charges and service suspension where applicable, see invoice terms for details.

e. Call Outs and Meeting Charges: To compensate time out of our offices, where customers request a meeting or a call out we apply the following charges at an hourly rate of \$75.00 with a minimum charge of \$112.50 inc GST. Time is recorded from the departure of our offices up until our return and includes the time during the meeting / call out.

PLEASE NOTE:

- Prospects are excluded from these charges.
- Pre-scheduled meetings that were quoted for or included in a project quote are excluded from these charges.
- Charges exclude any materials / Intellectual Property supplied as part of the call out and in turn such materials / Intellectual Property will be invoiced separately.
- Meetings held at our studio are charged as described above and inline with any exclusions.

f. Hourly Rate: The current hourly rate for non-quoted projects or call outs or meetings as described above is \$75.00 per hour.

g. Registration & Hosting Fees: IBP either refers clients to third party businesses who supply domain registration and hosting services, or on occasions acts on the Client's behalf to place orders through these third parties. As such IBP has no control over the costs or services provided by these third parties but does attempt to source the best options for the Client. Domain registration and hosting services need to be renewed, generally yearly or every 2 years, for a price that is outside IBP's control. IBP is not responsible for any price increases or service changes made by these third parties now or in the future.

h. Work Outside our Scope: Any technical or specialised work specifically requested by the Client that is outside our scope or abilities may be outsourced. IBP will aim to provide alternative solutions to match the Client's needs. Alternatively, the Client may cover the costs associated with training IBP to accomplish this work or it may be agreed that IBP will cover these costs in the interests of development.

4. COMPLETION OF WORK

a. Completion of Work: IBP warrants completing the Work in accordance with the terms and conditions stated in this document, to the specifications previously agreed with the Client. IBP will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. IBP will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

b. Supply of Materials: The Client is to supply all materials and information required for IBP to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure

to supply such materials leads to a delay in completion of the work, IBP has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. The Client may also be charged a fee if their delay in supplying such materials is deemed excessive and causes the project to exceed a 3 month period. (Refer to Section 2e of this document for further clarification.)

c. Approval of Work: On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify IBP in writing (email will suffice), of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to IBP as unsatisfactory within the 7 day review period will be deemed to have been approved. Approved work, or deemed approved work, cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment will become due.

d. Customer Satisfaction: If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by IBP to remedy any points reported by the Client as unsatisfactory, and IBP considers that the Client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired. Paid deposits are forfeited. Intellectual Copyright of final artwork / source code / images will remain with IBP as per 'Intellectual Copyright' terms as within, and IBP can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

e. Cancellation: The client may terminate the contract at any point but in doing so will forfeit the deposit. In instances where deposits were not requested and formal agreement to these terms of business were respected, IBP reverses the right to charge for any hours worked at their hourly rate. All uncompleted designs remain the intellectual copyright of IBP 'Intellectual Copyright' terms as within.

f. Payment: Upon completion of the 7 day review period, IBP will invoice the Client for the 50% balancing payment, which, in the absence of agreement to the contrary, is to be paid by the Client by the due date stated on the invoice. Our terms are usually 7 days from the date the invoice is issued. Invoices will be sent by email unless otherwise requested. IBP will send automatic email reminders at times after the invoice due date for accounts that have not been settled. Payments not received by the due date may incur a late fee.

g. Remedies for Overdue Payment: If payment has not been received by the due date, IBP has the right to suspend ongoing work for the Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, IBP has the right to replace, modify or remove the Website and revoke the Client's licence of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the Website from the Internet, IBP does not remove the Client's obligation to pay any outstanding monies owing.

5. CREATIVE MEDIA TERMS

a. Intellectual Copyright: IBP will hold intellectual copyright of any material, including any source code, designs and copywriting created for the client, until payment of the final invoice is made. At this time we will transfer the intellectual copyright to the client. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices and intellectual copyright.

b. Mock & Draft Designs: Any mock / draft designs supplied to the client by IBP remain the intellectual copyright of IBP. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects.

c. Proofing: Clients are responsible for final proofing of artwork, web designs, copywriting and other material created by IBP. We check all our artwork, designs and materials before publishing, but clients are responsible for final proofing. IBP cannot be held liable, financially or otherwise, for any errors found after the client has approved artwork, designs or materials.

d. Accreditations: On all website design work IBP reserves the right to credit work to IBP with the inclusion of a worded statement and / or hyperlink where seen fit. Clients can request the exclusion of credits with prior agreement with IBP. Credit exclusions are chargeable at \$99.00 per website. The client agrees that unauthorised removal of credits on designs such as websites will automatically impose the credit exclusion fee, charged at \$99.00. Should IBP fail to include accreditations in completed website projects the client is not liable for accreditation exclusion fee.

e. Publishing, Print & Digital Supply: Final artwork / source code / images / other materials are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.

6. DATA STORAGE POLICY

a. Data Storage: IBP stores final client artwork / source code / images / other materials for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant project files are archived for a minimum period of 1 year after the completion of the project.

b. Client Supply: Clients can request project files to be supplied to them electronically, though they accept responsibility for the safe keeping of these files from that time and beyond any archive period detailed above.

c. Supporting Files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore IBP holds no liability or responsibility to store such media files on their system(s).

d. Backup Liability: IBP takes appropriate precautions and practices to backup Client project files through a range of backup and archive systems. However, IBP offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above. e. Wavier: In the event of an act of god or circumstances beyond their control, and ensuring all precautionary practices were followed, IBP holds no liability for the safe keeping or backup of the Client's project files nor the responsibility to re-create any such files without fees.

7. DISCLAIMER & WAVIER

a. Wavier of Terms: Should IBP waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit IBP to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. IBP reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.

b. Delivery Date Extension: In circumstances and / or eventualities beyond our control IBP reverses the right to extend delivery dates if required. This includes situations such

as system crashes, data loss, power failure, loss of Internet access, acts of god or delays caused by the Client including failure to supply materials or adequate feedback.

c. Holidays: Where applicable IBP reserves the right to extend project delivery dates, scheduled website updates and meetings during times of scheduled holidays without limitation to family and personal emergencies. Any such pre-scheduled holiday plans are taken into account when setting project delivery dates where applicable.

d. Third Parties: IBP is unable to take responsibility for services provided by third parties through us or otherwise, including but not limited to the Hosting of the Client's Website.

e. Maintenance & Correction of Errors: IBP is unable to take responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website once the initial contract has been completed. Errors (both technical and typographical) attributable to IBP will be corrected free of charge. IBP reserves the right to charge a reasonable fee for correction of errors for which IBP is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided by the Client.

f. Extent of Work: Installation to the Internet is limited to the uploading of all necessary files to the Host, and testing functionality. The Website is provided to and accepted by the client as a fully functioning, completed work and IBP is not responsible for future support. Future support can normally be provided upon request and for an agreed fee. However, no guarantee of future support is given unless an ongoing support package is negotiated.

g. Consequential Loss: Under no circumstances will IBP be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The client should be aware that unless you have a maintenance contract, IBP does not hold any responsibility for keeping backup copies of the website. The Client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimize possible losses as a result of software failure. Unfortunately malicious software, spy-ware, viruses and website hacking are common threats and IBP cannot be held responsible for problems that develop on completed sites as a result of such illegal activity. Should changes in technology mean that at some future date the website no longer functions as originally intended, IBP will undertake to update the website accordingly, subject to the contractual hourly fee.

h. Status & Duration of Quotations: Website quotations are valid for the period stated on the quotation. IBP is not bound to honour quotations that have expired. Quotations are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the timeframe that the quotation is valid. If an acceptable timetable has not been approved by both parties within that time, the quotation is deemed to have expired.

i. Search Engine Listings: Registration of the Website with Search Engines will only be undertaken if contractually agreed with the Client and IBP cannot guarantee listings as the Engines themselves determine who to list. All sites will be designed with search engine appeal in mind, but IBP is unable to make any guarantees about the success of any search engine positioning. IBP can outsource specific Search Engine Optimisation requests to a recognised specialist or refer the client to a recognised specialist.

8. INTELLECTUAL PROPERTY

a. Quotations and Proposals: Quotations and proposals made by IBP to potential clients should be treated as confidential and remain the property of IBP. Such quotations and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from IBP. This includes, but is not limited to, technical features, functionality, aspects of the design and pricing information.

b. Warranty by Client as to Ownership of Intellectual Property Rights: The Client will obtain all the necessary permissions, copyrights and authorities in respect of the use of all copy, graphic images, business logos, names and trademarks or any other material it supplies to IBP for inclusion on the Website. The conclusion of a contract between IBP and the Client shall be regarded as a guarantee by the Client to IBP that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a breach of the law. By agreeing to these terms and conditions, the Client removes the legal responsibility of IBP and indemnifies them from any claims or legal actions however related to the content of the Client's site.

c. Domain Name: Any Domain Name obtained will belong to the Client. The Client agrees to indemnify IBP, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Client warrants that the Domain Name sought is not a trademark of a third party.

d. Licensing: Once IBP has received full payment of all outstanding invoices and the Work has been approved by the Client, the Client will be granted a licence to use the Website and its contents.

9. RIGHTS & RESPONSIBILITIES

a. Right to Terminate: IBP reserves the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable. Should the client wish to cancel at any point during the process they shall forfeit any monies already paid and remain liable for the work that has taken place and shall be invoiced accordingly. Cancellation may also be agreed with mutual consent and IBP will invoice accordingly.

b. Events Beyond the Control of IBP: IBP will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of IBP, including a delay in supply of materials or feedback by the Client.

c. Supply and Pricing of Services: IBP reserves the right to use whoever it feels appropriate at the time for third party software and services, and to alter its prices as necessary without prior notice and without affecting existing contractual pricing agreements.

10. INTERPRETATION

a. Jurisdiction & Arbitration: This Agreement shall be governed by the laws of Australia which shall claim venue and jurisdiction for any legal action or claim arising from the contract between IBP and the Client. The said contract is void where prohibited by law. IBP design websites in accordance with the Client's specifications. It is the Client's responsibility to ensure that the website and its content comply with standing regulations. Any dispute arising out of, or in connection with this contract, including any question regarding its existence, validity or

termination, shall be referred to and finally resolved by arbitration.

b. Survival of Contract: Where one or more terms of the said contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable by law.

c. Change of Terms & Conditions: These terms & conditions may change from time to time. For the latest version of this document please visit our website.

11. Service Specific Terms Website maintenance terms

a. Maintenance Plan Terms: Website maintenance agreements abide to a 'website maintenance plan terms and conditions' as well as the conditions here within. Reference this agreement for details.

12. Additional Terms

a. Where applicable we may impose additional terms and conditions individually respective of the media design / project concerned. These additional terms if any will be detailed in the quotation supplied or via email for the media design / project

IMAGE BY PAPER WEBSITE MAINTENANCE TERMS OF BUSINESS & SERVICES 01 July 2015 – v2

These terms of business and services cover the conditions of working with IBP as a customer or client and details specific terms for the supply of a Website Maintenance Service. We ask all clients to read and understand these conditions before accepting a quote and / or providing instructions to commence work. Image by Paper Creative Design & Print – Brisbane, Queensland, Australia
www.imagebypaper.com.au | info@imagebypaper.com.au.

ABBREVIATIONS:

IBP: Means Image by Paper Creative Design & Print
Client: Means the customer / the client.

CONTRACT

The client's approval for work to commence shall be deemed a contractual agreement between the client and IBP. Important: Approval by email for the work to commence indicates that the client accepts the terms and conditions outlined in the document.

AUTHORISATION

The client is engaging Image by Paper Creative Design & Print to access their website/s files and update, backup, scan, add or remove them as part of a website maintenance package.

CLIENT AGREEMENT

The Client agrees to purchase a Website Maintenance Package for a minimum of 3 months. Once the 3 month period is over the client may cancel the package by providing written notice (email will suffice) no later than the 21st of the month.

IBP AGREEMENT

IBP agrees to conduct the following tasks during the second week of each month: Security: We use a WordPress plugin called Wordfence. Wordfence describes itself as "a Leading Cyber Security that provides a Complete Anti-Virus and Firewall Package for WordPress Websites including Two Factor Authentication, a Firewall incorporating Machine Learning and Tools to help Recover from a Hack." Although, just installing the plugin provides quite a high level of protection, we also customise the settings to suit your website and run a Wordfence scan once a month just to ensure there are no security issues. Up-to-date: To ensure your website is as up-to-date as possible we will upgrade to the latest versions of WordPress as soon as possible. Generally WordPress has a new version about once every month or so, but recently, due to the number of website attacks, WordPress have been releasing new Website Maintenance versions more regularly with new bug and security fixes to ensure website security.

BACKUP

We backup your website once a month, or more regularly if needed. We then store your website backup remotely and securely in our Dropbox. Having a backup of your website is extremely important. If your website is ever hacked, then we can delete it and simply restore your backup copy and you're back up and running in the shortest amount of time possible. If you have purchased either our "Calm" or "Collected" packages, we will also perform the following tasks: Content Updates / Development Changes Google Analytics Setup Monthly Website Performance Reporting Quarterly Website Enhancement Reporting In order to make content updates or development changes, the client must complete our brief form outlining the changes they would like IBP to make. This form

must be completed and submitted to IBP on or before the 1st of each month.

1. GENERAL TERMS:

a. Payment Options: Payment is currently accepted by direct deposit in Australian Dollars (AUD) unless otherwise agreed. See quotation or invoice terms for details.

b. Payment Dates: Invoices will be issued on the 1st of each month and are due within 7 days. Once payment is received, IBP will conduct the set maintenance tasks during the second week of each month. IMPORTANT: IBP will not conduct the set maintenance tasks for that month until payment is received in full. The client is still liable for payment for that month unless the client has cancelled their package by providing written notice as stated in the "Client Agreement" section of these Terms & Conditions.

c. Work Outside our Scope: Any technical or specialised work specifically requested by the Client that is outside our scope or abilities may be outsourced. IBP will aim to provide alternative solutions to match the Client's needs. Alternatively, the Client may cover the costs associated with training IBP to accomplish this work or it may be agreed that IBP will cover these costs in the interests of development.

d. Completion of Work: IBP warrants completing the Work in accordance with the terms and conditions stated in this document, to the specifications previously agreed with the Client. IBP will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. IBP will not undertake changes to the specifications of the Work which would increase the cost, without prior written authorisation from the Client.

e. Approval of Work: On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify IBP in writing (email will suffice), of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to IBP as unsatisfactory within the 7 day review period will be deemed to have been approved. Approved work, or deemed approved work, cannot subsequently be rejected, and the contract will be deemed to have been completed.

f. Customer Satisfaction: If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by IBP to remedy any points reported by the Client as unsatisfactory, and IBP considers that the Client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired. Paid deposits are forfeited. Intellectual Copyright of final artwork / source code / images will remain with IBP as per 'Intellectual Copyright' terms as within, and IBP can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

g. Consequential Loss: Under no circumstances will IBP be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The client should be aware that only when a current maintenance contract is in place, will IBP hold responsibility for keeping backup copies of the Client's website. Unfortunately malicious software, spyware, viruses and website hacking are common threats and IBP cannot be held responsible for problems that develop on the Client's website as a result of such illegal activity. If such a problem does occur however, if a current website maintenance package is in place, IBP agrees to restore the Client's website with the latest backup copy within 7 days of written notification (email will suffice). In most circumstances, websites will be restored sooner than 7 days. Should changes in technology mean that at some future date the website no longer functions as originally intended, IBP will undertake to update the website accordingly, subject to the time allowed for in the current website maintenance package or for a contractual hourly fee.

2. DATA STORAGE POLICY

a. Data Storage: IBP stores final client artwork / source code / images / other materials for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant project files are archived for a minimum period of 1 year after the completion of the project.

b. Client Supply: Clients can request project files to be supplied to them electronically, though they accept responsibility for the safe keeping of these files from that time and beyond any archive period detailed above.

c. Supporting Files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore IBP holds no liability or responsibility to store such media files on their system(s).

d. Backup Liability: IBP takes appropriate precautions and practices to backup Client project files through a range of backup and archive systems. However, IBP offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.

e. Wavier: In the event of an act of god or circumstances beyond their control, and ensuring all precautionary practices were followed, IBP holds no liability for the safe keeping or backup of the Client's project files nor the responsibility to re-create any such files without fees.

3. DISCLAIMER & WAVIER

a. Wavier of Terms: Should IBP waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit IBP to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. IBP reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.

4. ADDITIONAL TERMS

a. Where applicable we may impose additional terms and conditions individually respective of the media design / project concerned. These additional terms if any will be detailed in the quotation supplied or via email for the media design / project concerned.

