



CLIENT AGREEMENT

1. Your acceptance

The following terms and conditions relate to the provision of any website design, development, branding, and subsequent support services on retainer (“**Services**”) in accordance with the Quote (“**Quote**”) (“**Terms and Conditions**”). These Terms and Conditions and the Quote together constitute a legally binding legal agreement between, More Than Your Brand Pty Ltd (ABN 65 615 353 823) (“**More Than Your Brand**” “**us**”, “**we**”, “**our**”), and you (“**you**”, “**your**”). By accepting the Quote and engaging us to perform Services, you are agreeing to be bound by the terms of this Agreement.

2. Scope of Agreement

The scope of the Agreement is contained in the Quote. Unless specifically included in the Quote, the sourcing of photos, development of content, licensing of assets and provision of copywriting services are not included in the Agreement.

You understand that website hosting, domain registration and associated fees, and ongoing website maintenance do not form part of this Agreement. You must enter into a separate hosting agreement in order for your site to function and be made public.

3. Variations and Amendments

Scope of Work

Any requests by you to change or vary the scope of this Agreement must be made in writing. We will confirm or deny the request within 7 days, and confirm in writing any cost and time delay associated with the requested changes.

In the event that we request or require any changes to the scope or Agreement due to unforeseen circumstances, we will notify you and confirm in writing the cost and time delay associated with any additional requirements or inclusions.

Once accepted in writing by you or us, these costs are added to the original Agreement cost and payable with the next payment.

We reserve our right to amend any accidental error or omission in the Quote and amend the Quote in order to reflect a change in the circumstances beyond our reasonable control.

Design Amendments and Revisions

This Agreement includes up to 3 rounds of revisions, which includes amendments to the layout, overall design, font, colours and images. Any additional amendments, including additional pages, templates or functionality, will be made on our hourly rate of \$77 incl GST, which you agree to pay.

4. Your Obligations and Warranties

Provision of Access

For website rebuilds or Services which require access to existing programs or sites, you agree to provide us with all domain, hosting and other login and passwords required to gain access, within 3 business days this Agreement.

By entering into this Agreement you agree to provide us with exclusive access to the hosting application, platform or interface for the duration of the Agreement to enable us to provide the Services, and undertake not to log in to or otherwise access or make any amendments or changes to any website or part thereof during the Agreement term.

You understand that accessing, viewing and making amendments to any documents or work in progress may impede or impact our ability to provide the Services. Where amendments or repairs are required in order to rectify or repair changes or damage made by you during the Agreement term, such repairs will be made on our hourly rate of \$77 incl GST per hour. You agree that these additional costs are reasonable.

Where you are required to log in to, access or make changes to your site during the Agreement term, you agree to notify us as soon as you become aware of the need for such access. We will ensure that any necessary changes or updates can be made without impacting our ability to deliver the Services.

Provision of Content

You agree to provide us with all content to be used or displayed in the website, including copy, images and other information, in the format requested, within 3 business days of entering into this Agreement.

Where we request your review, input, feedback or sign off, you agree to respond as required within 3 days of such request.

You understand that delays in providing requested content or responses may result in delay fees being charged in accordance with clause 5.

Intellectual Property

You warrant that you own, or have licence to use, the copyright for your Content and further agree to indemnify me for any third party claims in the event your Content infringes or is alleged to infringe the intellectual property rights of any third party.

5. Timing and Delays

The Services will be provided in the timeframe outlined in the Quote.

Late fees

In the event that you fail to provide content, consent, feedback or sign off in accordance with any timeframe outlined in this Agreement, the following late fees will apply:

- 1 week late fee - \$50 + GST
- 2 weeks late - \$120 + GST
- 4 weeks late - \$500 + GST

You accept that these late fees are reasonable and agree to pay these upon request.

6. Payment

All prices are in Australian Dollars unless otherwise stated, and inclusive of GST. You agree that we may charge you GST as set out in the A New Tax System (Goods and Works Tax) Act 1999 (“GST Act”).

Payment of 50% is payable upon execution of this Agreement, and prior to the commencement of work. The balance of payment is payable upon completion of the Services.

For new websites, upon payment of the final invoice, ownership of your website will be provided to you. You understand and accept that we will not provide login or access details to your new website until payment is made in full.

For amendments or updates to existing websites, upon payment of the final invoice, control of your website will be provided back to you.

7. Warranties

We make no warranties that:

- a. the website developed will be fit for your specific purposes where such purposes have not been confirmed or are not reflected in the Quote or this Agreement;
- b. that your website will be free from bugs and errors, but any bugs and errors we detect pursuant to our maintenance activities under this clause will be remedied by us;
- c. that the website will operate continuously or without interruption. In accordance with clause 8, we are not liable for any issues relating to website hosting, domain registration, or any other area outside the specific scope of this Agreement.

We will not be liable to you for any claim (either brought by you or with any third party) for any loss or damages, including lost profits or any other indirect or consequential losses or special damages arising out of the operation of or failure to operate the website and/or any other web pages, even if you have advised us of the possibilities of such damages. For the avoidance of doubt, we will also not be liable for any loss or damages incurred or caused by third parties, such as SEO and advertising consultants and the plugins that they install. To the maximum extent permitted by law, our liability to you under this Agreement is limited to the cost of this Agreement. Nothing in this Agreement is intended to limit the application of the Australian Consumer Law.

8. Limitations

SEO and Performance

While we will perform essential Search Engine Optimisation (SEO) of your Website, we make no undertakings and do not bear responsibility or liability for your rankings on Google or any other search engine at any time.

Maintenance

You understand that once the Services have been completed, you are responsible for maintenance, upgrades, updates and all work required to ensure its continued functioning. You understand files, themes and plugins should be updated each six to twelve months. Back-ups should be completed before these tasks be commenced. You understand that failure to perform maintenance tasks may impact the functionality and appearance of your site.

Technical support

Technical support, including assistance with hosting, email, domain or other issues, is not included in this Agreement.

Compliance

You understand that any advice or suggestions are provided as information only.

No information or advice provided as part of this Agreement or the Services should be considered to be legal, financial, regulatory or other advice. You understand that you are solely responsible for ensuring that your website, business and any associated processes comply with all legal and regulatory obligations.

9. General

This Agreement constitutes the whole of the agreement between the parties. It supersedes and extinguishes any previous agreement or understanding between the parties about the subject matter of this Agreement and any representation or warranty previously given.

If any provision of this Agreement is or becomes illegal, invalid or unenforceable, the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, it is severed from this Agreement. Any reading down or severance does not affect the validity and enforceability of the remaining provisions.

No failure by either party to exercise and no delay in exercising any right under this Agreement will be taken as a waiver of the right. No waiver of any right is effective unless made in writing. Waiver of any particular right does not in any way release the other party from strict compliance in the future with the same or any other obligation.

This Agreement is governed by the laws in force in the state of Victoria, Australia. The offer and acceptance of this contract is deemed to have occurred in Victoria, Australia.

We comply with the Privacy Act 1988 (Cth) and the applicable Privacy Principles in the Privacy Act when handling personal information. Our private policy can be downloaded from our website at www.morethanyourbrand.com.au .