



Northland Digital Agency | Terms & Conditions

Signing a Digital Services Agreement with Northland Digital Agency, confirms that you are in agreement with and bound by the terms and conditions set out below and are for Northland Digital Agency and any of its associated business divisions including - Slinky Web Design, Slinky Internet Marketing, Northern Lights Web Hosting & Slinky Interactive Media

Payment Terms

Our payment schedule is as follows:

Web Design

Deposit - 50% - Prior to commencement of Design work

Balance - 50% - Prior to upload of 'live' site

Search Engine Optimisation (SEO)

Deposit - 50% - Prior to commencement of SEO work

Balance - 50% - 30 days after commencement of SEO work

Payment terms are strictly 7 days

Updates outside original scope

1. In the event of any variations or extensions to the project, or should a client wish to engage Northland Digital Agency on a time and materials basis, all work will be undertaken in accordance with our normal hourly rates.

2. Changes to the presented design that are deemed to be excessive or for additional features, modules or functionality not specified by the client at the outset or detailed in the Digital Services Agreement (DSA) will attract an extra cost and will be charged at our normal hourly rates.

Approval

To authorise commencement of a project Northland Digital Agency must receive a signed copy of the Digital Services Agreement (DSA). This should be scanned and emailed back to hello@northland.com.au

All quotes are valid for 30 days from date of issue.

Sign-off

The 'sign off' on a project will be considered final if not changes are requested within 5 business days of the website being launched as a 'live' project.

Any changes to the final presented website design project should be submitted within 3 business days to Northland Digital Agency for consideration.

Client Content

The client agrees that they will deliver the necessary content to go into the website within 30 days of paying the web design deposit. This content will consist of any text (wording) that is required to go into the pages of the website along with all imagery and photographs, logos, font types and colour palettes required to go into the website.

If this content is not received within the 30 day period, continuation of the project will be at the discretion of Northland Digital Agency. If the project is cancelled by Northland Digital Agency, the client agrees that any deposit monies paid will be forfeited.

Search Engine Optimisation (SEO)

You agree to understanding that it takes time before SEO work appears in the search engines and do not expect instant results. It generally takes about two weeks to respider an existing site, and a month or two for a new site to be crawled and fully shown in the search results after the work is fully completed.

You also understand that rankings are not permanent. Search engines are notorious for changing the algorithms that they use to display results. You understand that competitors who are also doing SEO on the same keyword(s) will change your ranking. All of the above can cause your rankings to become lower or higher, and if they occur, it is not a reflection of poor work by the Northland Digital Agency.

You understand that you can help these possible issues by agreeing to an ongoing maintenance contract with the Northland Digital Agency which will attract an extra cost and will be charged at our normal hourly rates or a predetermined monthly or annual maintenance fee.

SERVICE TERMS

Intellectual Property

Northland Digital Agency reserve the right to re-use technical components developed during the project and will retain intellectual property rights on each development. The client will hold copyright on all work pending payment of final invoice.

Maintenance

Northland Digital Agency can provide a content maintenance & software update service if required. This is billed at our standard hourly rate and will keep all content management systems (CMS) & shopping

cars up to date with the latest release versions of their software. It is the clients responsibility to engage Northland Digital Agency for this preventative work.

Northland Digital Agency guarantees that each project will be compatible with current versions of all major software platforms and browsers. Current release refers to software versions current at the time the website goes live, versions released after this date are not included.

Platforms

- * Windows (version 98 up to current full version)
- * Macintosh (OS 10.1 up to current full release version)

Browsers

- * Internet Explorer- version 7 up to current full release
- * Firefox 2 up to current full release
- * Apple Safari- version 4 up to current full release

Browser Plug-ins

- * Current version of Flash Player
- * Windows Media Player
- * QuickTime

Variations and Extensions

In the event of any variations or extensions to this contract, all work will be undertaken in accordance with our hourly rates. Northland Digital Agency can also be engaged on a time and materials basis.

Goodwill

This proposal assumes goodwill from both sides regarding:

- * What can reasonably be achieved in a given time frame
- * Making best use of resources to achieve the most effective outcomes

FULL TERMS AND CONDITIONS

By placing an order with Northland Digital Agency, you confirm that you are in agreement with and bound by the terms and conditions set out below.

Definitions

Northland Digital Agency refers to Northland Asset Pty Ltd.

The client refers to the company or individual engaging the services of Northland Digital Agency.

General

Northland Digital Agency will only commence a project where an agreement has been provided by email or mail. An 'order' is deemed to be a written or verbal contract between Northland Digital Agency and the client. This includes written and verbal agreements via telephone and email.

Project stages

Stage 1 - The client must carefully review the completed website including all content, providing feedback on any changes within three business days.

Stage 2 - The client will review any changes made in stage 1 and authorise Northland Digital Agency to launch the project to 'live' status.

Any changes requested after stage 2 will be considered additional and charged at our standard hourly rate.

System specifications and alterations

Each project will have set parameters as described in the final proposal and/or technical specification. This document also includes an authorisation form which indicates agreement with the specification and authorises Northland Digital Agency to begin work.

On commencement the development team will proceed in accordance with the exact specifications as set out in this document. If there are any amendments to these parameters after the project has commenced, Northland Digital Agency will consider this to be an additional component or customisation of the project and will charge for this work at our standard hourly rates.

Bugs or system errors

When a project has been delivered and approved, the client will have a three month grace period where Northland Digital Agency will address any reported system errors or bugs free of charge. After this grace period any required maintenance will be billed at our standard hourly rates.

Website design

While every endeavour will be made to ensure the website and any scripts or programs are free of errors, Northland Digital Agency does not accept responsibility for any losses incurred due to website malfunction.

The project and any associated graphics and files remain the property of Northland Digital Agency until all accounts are paid in full.

Any scripts, cgi applications, php scripts, programming code or software written by Northland Digital Agency remain the property of Northland Digital Agency and may only be commercially reproduced or resold with the permission of Northland Digital Agency.

Northland Digital Agency cannot take responsibility for any copyright or privacy infringements caused by materials submitted by the client and may refuse use of any such material unless proof of permission is provided.

Any additions to the brief will be carried out at the discretion of Northland Digital Agency. Where no charge is made by Northland Digital Agency for these additions, Northland Digital Agency accepts no

responsibility to ensure these additions are error free. Northland Digital Agency reserves the right to charge an appropriate sum for any correction to these or further additions.

The client agrees to provide Northland Digital Agency all materials required to complete the site (files, content and images) in a timely fashion.

Northland Digital Agency will not be liable for costs incurred, compensation or loss of earnings due to the failure by the client or Northland Digital Agency to meet agreed deadlines.

Northland Digital Agency will not be liable or become involved in any disputes between the site owner and their clients and Northland Digital Agency cannot be held responsible for any wrongdoing on the part of a site owner.

Northland Digital Agency will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client, or any of the clients appointed agents.

Northland Digital Agency will not be liable for any costs incurred, compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by its agents.

A deposit of 50% is required with each project before any work will commence. Once a project has been completed the final balance of payment is due in accordance with our payment terms. If the client decides to terminate the contract after a project has commenced, the client will be liable to pay for all work done up to the point of termination.

Content and data entry

The supply of content and assets is the responsibility of the client, unless the client is employing Northland Digital Agency's copywriting service. All content for all sections of the website must be supplied in time frame as stated above and preferably in one delivery. Content must be thoroughly reviewed before it is supplied to Northland Digital Agency. Northland Digital Agency is not responsible for any spelling and grammatical errors.

Project delays

Where a project has final approval Northland Digital Agency will indicate timeframes for both parties. If a client delays the project for more than two months, (by missing deadlines for the supply of information, content or images) Northland Digital Agency reserves the right to charge a project-delay fee to recover costs associated with ongoing management of the project.

Database, application and eCommerce development

Northland Digital Agency cannot take responsibility for any losses incurred by the use of any software created for the client. The client is expected to fully test any application or program relating to a site developed by Northland Digital Agency before being made available for general use. Whilst every care has been taken to ensure products are bug free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, cgi applications, php scripts or software written by Northland Digital Agency remain the property of Northland Digital Agency and may only be commercially reproduced or resold with the permission of Northland Digital Agency.

Where applications or sites are developed on servers not recommended by Northland Digital Agency, the client is expected to provide information, software and support relating to the server to assist with the correct development of the application. Any assistance or work required from Northland Digital Agency for external hosting will incur additional charges.

Where a large application is to be developed, the client is responsible for providing a testing environment as similar as possible to the final production environment.

When a project has been delivered and approved, the client will have a three month grace period where Northland Digital Agency will address any reported system errors or bugs free of charge.

After this grace period any required maintenance will be billed at our standard hourly rates.

Compatibility

Northland Digital Agency will ensure that any site or application will function correctly:

- * On the server to which it is initially installed
- * When viewed with current Microsoft Internet Explorer version 6 to current full release
- * When viewed with Mozilla version 2 to current full release

Northland Digital Agency can offer no guarantee of correct function with all browser software including future releases.

Website hosting

Northland Digital Agency cannot guarantee the availability or continuity of this service and cannot accept liability for loss of revenue caused by the unavailability, malfunction or interruption of this service.

Northland Digital Agency reserves the right to refuse handling of material which may be deemed offensive, illegal or controversial. In this instance, hosting services may be terminated.

Hosting terms

Hosting is available through Northland Digital Agency hosting or Northernlights Website Hosting Solutions. Any client requesting hosting on another server will be charged a fee for the time taken to transition the website to the preferred hosting provider plus any delays caused by the said hosting provider. If the client requests an online content management system Northland Digital Agency will only install this on its own servers due to the added complexity involved.

Training

All end user training is to be undertaken via email or skype instructions.

Payment of accounts

A deposit by the client is required before Northland Digital Agency can commence a project. Any outstanding accounts for work completed by Northland Digital Agency or our affiliates requires payment in full no later than 15 days from the date of invoice. On completion of a project the client is obliged to pay the balance in full.

Northland Digital Agency will contact clients to remind them of payments due if they are not received. If accounts are not settled and Northland Digital Agency have not been contacted regarding the delay, website access may be denied and web sites or projects removed.

Complaints procedure

Any client experiencing problems with a web service provided by Northland Digital Agency should contact their assigned Project Manager. Clients should supply the URL of the problem and clearly outline the issue in question. Northland Digital Agency will contact the individual responsible for the material in question with a view to resolving the matter satisfactorily.

Formal complaints procedure

The formal complaints procedure is in place **should** a client feel that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure. A formal complaint should be made in writing to Northland Digital Agency who will acknowledge receipt and ensure that the matter is examined within two business days.

An initial response will be issued within seven days of receiving the formal complaint and a full and considered response will be issued within 30 days. Any required action will be implemented with minimal delay.

Northland Digital Agency

Perth: (08) 6102 1222

Sydney: (02) 8011 3444

Bali: 0878 616 56 272

Hong Kong: (852) 8127 9299

Postal address: PO Box 421, West Perth 6872 Western Australia

ACN: 084 448 948

ABN: 59 537 043 725