

Web Design & Marketing Terms of Service

What do both parties agree to do?

You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner to avoid delays.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. On top of this we will also maintain the confidentiality of any information that you give us.

Browser support

The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

Text content

We're not responsible for writing or editing any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at our standard hourly rate for copy writing or editing.

Photographs

We may either use photographs supplied by you, or alternatively we may buy stock photographs to use on your website. Stock photographs will be charged separately, upon prior consultation with you.

Changes and revisions

The quote given to you is based on the number of hours that we estimate we'll need to accomplish everything that you have told us you want to achieve. Our quote includes three revision cycles, please ensure that you carefully review our work and submit any changes as soon as possible.

If after the completion of the three revision cycles you want to change your mind, tweak the design further, add extra pages or new functionality, that won't be a problem. We will provide a separate quote for any additional work not outlined in the original quote.

Content Management System

We may build your website using a content management system (CMS) such as Joomla or WordPress. The main advantage of using a CMS is that you can make changes to your website content, such as news updates, by yourself, without paying a web developer to do this for you. Most modern websites include CMS functionality. We will provide up to one hour of training to show you how to use the system. Any additional training will be charged at our standard hourly rate.

We are not responsible for any changes to the website made by anyone other than ourselves or our contractors, but will be happy to help fix any issues, charged at our standard hourly rate.

Technical support and maintenance

If you decide to host with us we will manage all your web hosting requirements. Additional terms and conditions apply to our web hosting service, and these are available for download [here](#).

We may also recommend a maintenance plan for all content management sites to keep your website secure and up-to-date. This typically involves a regular review of your website to apply updates to the content management system and any third-party plugins, and any other security related issues. If you decide not to book a maintenance plan, we are not responsible for your website maintenance but are happy to help if something goes wrong, charged at our standard hourly rate.

Our website maintenance plans do not cover major content management system upgrades which may be released every couple of years and would require the rebuilding of your design template to be compatible.

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project, including the design, graphics, text and HTML source code. We retain copyright ownership of any applications we have written and grant you a license to use this code indefinitely. We will give you a copy of all files upon request and you should store them safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them.

Marketing services

We may provide ongoing marketing services such as Google AdWords management, search engine optimisation (SEO), Google Analytics reports or email campaign management to you.

We have the qualifications and knowledge to provide the agreed service to the best of our abilities, however we are not responsible for any loss or damage to your business that you may incur as a result of our actions or recommendations.

You will retain full ownership of your account with your service provider (such as Google or MailChimp), and you are responsible for settling any payments such as AdWords fees or email campaign credits directly with your provider.

Payments

A payment schedule is applicable according to the details in your quote.

Cancellation

This contract can only be cancelled by mutual consent and in writing. You must pay for all work performed before the cancellation of the contract.

DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ONDETTO, AND ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE, MAKE NO WARRANTY IN CONNECTION WITH ONDETTO'S SERVICES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY.

ONDETTO, ITS OWNERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST DATA OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE ONDETTO'S SERVICES. YOU AGREE THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE RETURN OR REDUCTION OF FEES PAYABLE TO ONDETTO.

Governing Law

This agreement will be governed and construed in accordance with the laws of the State of Victoria, Australia.

Contact details

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