General Terms and Conditions - CK Web Technologies (“CKWEB”)

Version 4 March 9th 2013

Project Scope

All projects shall be completed in accordance with the Project Scope in the accompanying documents to these Terms and Conditions. Any services falling outside of the Project Scope may incur additional costs on a time and materials basis.

Completion of Project

CKWEB warrants completing the Project in accordance with these Terms and Conditions to the specifications agreed with the Client and the Project Scope. CKWEB will not charge more than the amount previously agreed unless the Client has varied the specifications and Project Scope since the agreement. CKWEB will not undertake changes to the specifications of the Project that would increase the cost, without prior written authorisation from the Client. In addition, where a Project falls outside the Project Scope, any additional costs will be notified and agreement required before commencement on the associated Project.

Supply of Materials

The Client will supply materials and information required for CKWEB to complete the Project in accordance with the agreed specifications and Project Scope. 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 Project, CKWEB has the right to extend previously agreed deadlines for the completion of the Project by a reasonable amount.

Approval of Project

On completion of the Project, the Client will be notified and have the opportunity to review it. The Client should notify CKWEB, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any part of the Project that has not been reported in writing to CKWEB as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, the Project cannot subsequently be rejected, and the contract will be deemed to have been completed and the remaining balancing payment indicated in the clause below entitled “Payment” Fee will become due. The Contract will remain in effect until all obligations have been completed.

Rejected Project

If the Client rejects the Project within the 7 day review period, or will not approve subsequent work or actions performed by CKWEB to remedy any points reported by the Client as unsatisfactory, and CKWEB considers that the Client is unreasonable in their repeated rejection of the Project, the contract will be deemed to have expired and CKWEB can take any legal measures to recover both payment for the completed Project and reasonable expenses incurred in recovering payment.

Maintenance Grace Period

A one month warranty from the project completion date is given that covers all errors. Some minor changes are also covered at the discretion of CKWEB.

Changes or Amendments to the Project at the request of the Client

CKWEB is committed to providing excellent customer service and encourages input from the Client during the project lifetime. CKWEB recognises however that Clients may request significant changes. In this regard, the following applies:

(i) Design Changes

Design change requests after design is signed off and significant design changes that were not part of the initial brief and agreement and design changes requested after the design component of the budget has been exhausted are out of scope and may incur additional charges at the discretion of CKWEB.

(ii) Functional Changes

Functional change requests that are not part of the initial Project Scope may incur additional charges at the discretion of CKWEB.

Payments

Unless specifically noted in the Project Scope and Delivery Schedule attached to these Terms and Conditions, payment terms for services rendered by CKWEB are:

i) 50% deposit on acceptance prior to commencement of Project.

ii) 50% remaining balance on satisfactory completion of the Project, to be paid within 14 days from the issue date.

iii) Where a project is spread out over a period longer than a month, a monthly invoice will be issued covering Project completed to date.

For those projects that have payments terms spread out over the project lifetime and specified in the Project Scope and Delivery Schedule and have completion of milestones attached, such payments are required within 14 days from the issue date of completion of those milestones.

Notwithstanding any of the above, where a project is delayed by the client, an invoice for services outstanding to date will be issued and is payable within 14 days from the issue date. All relevant payment details are available on all invoices.

All payments in currencies other than Australian Dollars (AUD) must be paid by their due date. Where failure to do so results in a lesser amount being due to CKWEB on account of exchange rate currency fluctuations, the amount will be recalculated and adjusted so that CKWEB is not disadvantaged.

Remedies for Overdue Payment

If payment has not been received by the due date, CKWEB 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, CKWEB has the right to replace, modify or remove the Website and revoke the Client's licence of the Project until full payment has been received. By revoking the Client's licence of the Project or removing the web site from the Internet, CKWEB does not remove the Client's obligation to pay any outstanding monies owing.

Limit of Quote

(i) Quotes in Australian Dollars (AUD)

All provided quotes in AUD are valid for 90 days from their issue date.

(ii) Quotes in Other Currencies

All provided quotes in other currencies are valid for 2 weeks from their issue date.

CKWEB is not bound to honour quotes that have expired. Quotes are not legally binding until an acceptable timetable for the Project has been agreed by both parties.

Technical and Administrative

Privacy

All assets and material associated with a project are treated as confidential and are not made available to anyone other than CKWEB staff and contractors associated with the project and the client.

Assets

All assets, including any intellectual property owned by the Client and created in relation to the project will be archived by CKWEB. CKWEB will use its best endeavours to retain these assets and make them available to the Client upon request.

Front End Coding

Front end code is tested to work correctly in the following browsers/situations:

PC – Internet Explorer versions 8+, recent versions of Opera, Firefox, Chrome, Safari

Mac – Recent versions of Safari, Firefox, Opera, Chrome

Mobile – small screen sizes and touch screens

Please note, CKWEB no longer supports Internet Explorer 6 or 7 as a standard service and it is assumed in all projects that they will not be tested in that browser. If you require a project to be tested in IE6 or IE7 or, for that matter, any other browser or version not listed above, an additional quote for that Project will be required.

Server Side Coding

Precautions are taken with server side coding to reduce security issues in line with current best practices. Security issues are dealt with on a per project basis in the relevant project specification documents.

Web Standards

All projects are built with current best practices for accessibility and usability in mind. Any code coming from third parties such as advertising sites or content management systems cannot be guaranteed to be error free.

Limit of Liability

CKWEB takes pride in providing the best service possible. That being said, there are always situations that are unavoidable. In this regard, CKWEB will not be liable for the following:

Events Beyond the Control of CKWEB

CKWEB will not be liable for breach of these Terms and Conditions or accompanying documentation where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of CKWEB. In addition CKWEB does not warrant that the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free.

Consequential Loss

Under no circumstances will CKWEB 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 ensure that data on their site is regularly backed up and that a contingency plan is in place to minimise possible losses as a result of software failure.

Third Parties

CKWEB chooses third parties with utmost care and on the basis that that they are able to provide a satisfactory service. In the case of third party hosting, the third party host will provide its own terms and conditions. Where a client undertakes third party hosting that has been suggested or arranged through CKWEB, the terms of conditions of the third party will be attached at Annexure A below. Whilst CKWEB will use all reasonable endeavours to ensure the smooth operation and interface with the third party host, CKWEB can take no responsibility for services provided by that third party although CKWEB will endeavour to ensure that website downtime is kept to a minimum.

Intellectual Property

Offers and Proposals

Offers and proposals made by CKWEB to potential clients should be treated as trade secrets and remain CKWEB's property. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without CKWEB's prior written authorisation. This includes but is not limited to technical features, functionality, aspects of the design and pricing information.

Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, domain names or any other material it supplies to CKWEB for inclusion in the Project. The conclusion of a contract between CKWEB and the Client shall be regarded as a guarantee by the Client to CKWEB that all such permissions and authorities have been obtained. By agreeing to these terms and conditions, the Client removes the legal responsibility of CKWEB and indemnifies the same from any claims or legal actions however related to the content of the Client's site.

Licencing

Any code, invention, or other work created by CKWEB shall be licenced to the Client for use within the Project. Whilst the Client is free to use this content within the Project, CKWEB may still make use of the content where it does not breach the Client's intellectual property rights nor disclose any of the Clients confidential information. For the avoidance of doubt, any third party intellectual property rights utilised in the Project are subject to the licensing requirements of the original owner but the Client may make use of it on account of CKWEB's original licence with that third party.

Miscellaneous

Termination

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Project is postponed or terminated at the request of the Client, CKWEB shall have the right to bill pro rata for Project completed through the date of that request.

Change of Terms and Conditions

These Terms and Conditions may change from time to time. The Client will be informed of revisions as and when they are issued.

The latest version can be obtained from this address:

http://www.ckweb.com.au/terms-and-conditions

Sole Agreement

These terms and all materials that attach to it constitute the sole agreement between you and CKWEB regarding the Project. Any additional Project not specified must be authorised by a written agreement.

Acceptance

These terms and all materials that attach to it may be accepted by email confirmation, facsimile or in writing.

ANNEXURE A