

# Terms and conditions of J6 design service

This Agreement is between J6 design (ABN: 74 966 283 955) and the Customer.

These terms are subject to change without notice. The current terms are available on the J6 design website at all times for viewing. Payment of invoice is considered customer agreement of the current terms and conditions of J6 design service.

Company (the Customer): \_\_\_\_\_ Contact name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## 1. QUOTATIONS

- 1.1 All quotes are valid for 60 days.
- 1.2 Quotes are based on a reasonable time schedule and may be revised to take into consideration the Customer's priority scheduling requests.
- 1.3 All quotations exclude gst.

## 2. PROJECT PAYMENT

- 2.1 All work quoted under \$1000 must be prepaid in full. No exceptions.
- 2.2 All work quoted over \$1000 is split into 3 invoices. The 1st invoice must be prepaid in full prior to work commencing on the project. The 2nd invoice must be paid in full upon concept design sign off. The 3rd invoice must be paid in full upon project completion prior to file exchange, printing or website launch. No exceptions.
- 2.3 All work carries a minimum 1 hour charge.
- 2.4 The cost of additional services including but not limited to, fonts and stock images purchased at the Customer's request, shall be added to the final invoice.
- 2.5 All invoices are payable on receipt.
- 2.6 Until invoices are paid in full, all work on the project will cease. J6 design reserves the right to charge interest on past due balances at the rate of 5% per month. The Customer shall pay J6 design's charges and/or expenses incurred in obtaining payment of outstanding accounts.
- 2.7 Credit card payments carry a 3% service charge.
- 2.8 Hosting, domain registration, SSL, gateway and CMS user accounts are subscription services that must be paid in advance. In NO circumstances shall the Customer be entitled to any refund.
- 2.9 All printing costs must be paid in advance.
- 2.10 Upon termination all outstanding charges will become immediately payable. J6 design is entitled to invoice the Customer for all Services not yet invoiced. In NO circumstances shall the Customer be entitled to any refund.

## 3. PRODUCTION SCHEDULE

- 3.1 Where production schedules are not adhered to by the Customer, final delivery dates will be adjusted accordingly.
- 3.2 J6 design will do our best to meet agreed production schedules. Schedules will be based around the Customer's needs and agreed by both the Customer and J6 design prior to work commencing.
- 3.3 Occasionally projects become more complex and production timing can be delayed. If the Customer asks for work to be produced outside J6 design's normal business hours, (i.e. outside 9am and 5pm week days) double time rates apply.

## 4. THE BRIEF AND SUPPLIED CONTENT

- 4.1 The Customer must provide J6 design a detailed written brief for the project. It is the Customer's responsibility to supply as much direction as possible to ensure project satisfaction.
- 4.2 Unless J6 design is supplying copywriting services, all content must be supplied prior to work commencing on the project.
- 4.3 Textual content must be supplied in its final edited form in a text/word document. Please do NOT supply draft versions of content. J6 design is not responsible for any spelling and grammatical errors.
- 4.4 All work includes 1 round of textual content revision (up to 2 hours in total) changes are included. Extra costs will be incurred for additional textual content changes.
- 4.5 Image content changes will incur extra costs.
- 4.6 Website content is set per page at a maximum of three hundred (300) words, six (6) in text links and two (2) images.
- 4.7 The quote specifies the number of pages / items that J6 design will add to the Customer's website during development. Additional content to be added will incur extra costs.

## 5. SIGN OFF

- 5.1 The Customer must review and sign off (approve) in writing all work prior to the next stage of development, file exchange, print or website launch.
- 5.2 All work carries a maximum two (2) rounds of revisions prior to sign off. Revisions required after sign off are the responsibility of the Customer. The Customer agrees to pay J6 design for additional revisions.
- 5.3 Although J6 design will test the Customer's website when launched, it is the responsibility of the Customer to check and approve all aspects of the website.
- 5.4 J6 design is not liable for errors or omissions. It is the Customer's responsibility to check proofs/test websites carefully for accuracy in all respects including but not limited to spelling and functionality.
- 5.5 J6 design will endeavour to store files after project sign off for a period of 6 months, after which J6 design reserves the right to discard them without notice.

## 6. PRINTING

- 6.1 J6 design accepts no liability for any printer errors. No reprints at J6 design expense will be printed.
- 6.2 Due to the nature of CMYK offset printing, products may have colour variations on various print runs. Print colour may vary from print run to print run and/or from job to job or from front to back.
- 6.3 Orders with manufacturing defects will be reprinted at the discretion of the printing company.

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## 7. EMAIL, WEB HOSTING AND CMS USER ACCOUNT

7.1 J6 design will provide the Customer ongoing support during business hours ONLY (i.e. 9am to 5pm week days) via:

- a) upgrading the CMS as applicable.
- b) CMS initial training for up to 2 hours duration.
- c) technical support for 1 staff member by phone or email for 1 hour duration per week within a 48 hour response time.

7.2 Out of business hours and additional support requirements will incur extra costs.

7.3 It is the sole responsibility of the Customer to maintain backup copies of any materials, files or data bases placed on email and/or hosting servers managed by J6 design. At no time shall J6 design assume any liability for lost customer content.

7.4 J6 design hosting partners endeavour to provide continuous uninterrupted service at all times; however the Service provided to the Customer is not fault free and relies on factors outside the control of J6 design. All hosting service is provided at such times and means as J6 design decides.

7.5 It is the sole responsibility of the Customer to check additional terms of Services including but not limited to, software and hosting supplied by J6 design.

## 8. INTELLECTUAL PROPERTY

8.1 Unless otherwise agreed in writing, copyright of all Services will remain the property of J6 design.

8.2 Upon final payment in full, copyright of the Customers final logo design and/or web design direction ONLY will pass from J6 design to the Customer. The Customer WILL NOT have any rights to design drafts, illustrations, software, music, code and/or script used in creating the project.

8.3 Any scripts, programming code or software written by J6 design will remain the property of J6 design and may only be commercially reproduced or resold with the permission of J6 design.

8.3 Upon final payment in full, the Customer is granted a non-exclusive, non-transferable license to use the CMS software supplied by J6 design. An annual CMS user account and/or software licence fee may be applicable. J6 design reserves the right to withdraw the Customer's license to use the CMS Software.

8.4 The Customer warrants not to copy, replicate, distribute, loan, decode, disassemble or modify the CMS Software or any part of it.

8.5 The Customer must hold confidential all Services provided by J6 design and take all reasonable steps to protect the Intellectual Property of J6 design.

8.6 The Customer agrees to exercise due diligence in its direction to J6 design regarding preparation of materials. The Customer is responsible for all trademark, copyright and patent infringement clearances and is responsible for arranging any licenses or royalty payments.

8.7 J6 design reserves the right to distribute and publish all work created.

8.8 J6 design reserves the right to add or withdraw credits to all work created. Extra costs will be incurred if the Customer requests to hide credit.

## 9. SUSPENSION AND CANCELLATION

9.1 J6 design reserves the right to suspend and/or cancel any Service, including but not limited to, CMS license, SSL, CMS

User Account, email account, web hosting and/or domain registration, if:

- a) the Customer has any outstanding invoices.
- b) the Customer fails to comply with any provision in this agreement or those referenced in this agreement.
- c) J6 design decides the hosting or CMS account has been inappropriately used, including but not limited to, NO adult content, NO Spam, NO copyright infringement.
- d) J6 design deems the Customer's use of our services may jeopardize the operation of the Service, J6 design or our suppliers.

9.2 Either party may terminate the project with 30 days written notice.

9.3 The Customer cannot reassign its rights under any agreement with J6 design without the prior written consent of J6 design. J6 design may transfer the Customers rights to another party with 30 days written notice.

## 10. LIABILITY AND INDEMNITY

10.1 J6 design is not liable to the Customer or any other person for any cost, loss, damage or liability (including loss of profit or other damage including consequential however caused whether by negligence or otherwise) arising from:

- a) J6 design's supply, failure or delay in supplying the Service.
- b) content, context or confidentiality of communication using the Service.
- c) any software hosted, licensed or designed by J6 design or a J6 design partner.
- d) accessing of defamatory and/or offensive material via J6 design Services.
- e) incompatibility of the Service on web browsers or lack of plug-ins/helper programs if advanced technology is used on the Customer's website.

10.2 The Customer will be liable for all expenses incurred by J6 design resulting from any security breach, attack and/or error that involves, but not limited to, Customer hosting, hardware, software, network configuration and IP addresses.

10.3 Production schedules, storage of files and property belonging to the Customer will be established and adhered to by both Customer and J6 design, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, fire, industrial dispute or strike, crime, energy failure, equipment breakdown, force majeure. The Customer shall not hold J6 design responsible for any loss or damage resulting from the above mentioned.

## 11. MISCELLANEOUS

11.1 This agreement shall be governed by the laws of Queensland and the parties hereby submit to the exclusive jurisdiction of the QLD Courts.

11.2 If any provision of this agreement is agreed or held to be unenforceable, that will not affect the validity of the other provisions of this agreement.

11.3 Failure by J6 design to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.