

# 2012 Terms and Conditions

page 1 of 3

## IMPORTANT!

UPON PLACING AN ORDER FOR ANY DESIGN WORKS (PRINT, WEB OR OTHER) WITH LOGOMOTION WEB + GRAPHIC DESIGN, YOU AGREE TO ALL OF THE PROVISIONS CONTAINED OR REFERRED TO IN THESE TERMS AND CONDITIONS. LOGOMOTION RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME IN THEIR SOLE DISCRETION. PLEASE CONSULT THESE TERMS AND CONDITIONS REGULARLY LOCATED ON THE LOGOMOTION WEBSITE: <http://www.logomotion.net.au>.

Logomotion will aim to customize your design to the maximum extent and in keeping with your business branding, profile, logos, commentary, colour themes and images etc. Logomotion will provide constant communication via email throughout the entire design process.

## GRAPHICS FOR PRINT

Please keep in mind when viewing artwork on your computer monitor, the appearance, colours and resolutions may vary from screen to screen. Generally your computer screen will present a more vibrant, brighter image, where the printed version may be slightly dull, darker or have minor colour variations. Although minor, these variations are worth noting and need attention. For exact colour matching, Pantone, PMS or CMYK colour codes must be provided.

It is the clients responsibility to request a printed proof from their printer. The client must approve the design and appearance and examine any errors or discrepancies BEFORE proceeding with an entire print run. Logomotion will not take responsibility or be liable for any costs should errors be found after a final print run.

Logomotion will design within the boundaries and standard dimensions, marks, trim & bleed allowances supplied by our printer. It is the clients sole responsibility to provide specific dimensions should they decide to print elsewhere. Any additional changes that need to be made to artwork or layout because of incorrect dimensions will incur a \$66 per hour fee.

## WEBSITE DESIGN

**Authorization** - By purchasing any of our web design packages, the client gives Logomotion authority to design, register domain & host to our own preferred providers. An ABN is required to register Australian Domain Names.

**Project Commencing Date** - Logomotion considers your project as active on receipt of full deposit being paid via any of the methods outlined on the invoice, along with the signed quotation and signed terms and conditions.

**Project Delivery** - The Client will be given one design concept within 1 working week unless otherwise indicated. The Client may request minor changes to colours and basic layout of images and text. Website changes do not include changes to navigation, flash animated components or photo galleries, these specific preferences must be outlined in detail before the initial design concept is created. The website will be developed & published to the client's allocated domain name and hosting account. Interpretation by Logomotion of the design specification will be final. Once the project has been published (uploaded to www and 'under construction' page has been removed - the website is considered to be live and published) designating the end of the design project. It is the Clients sole responsibility to finalize content for the website. Logomotion is not responsible for unfinished pages after publication, additional design works after publication will incur a \$66 per hour fee.

**Design** - Logomotion will design the website in accordance with the package chosen. Caricatures, and illustrations or animated illustrations are not included in any of the Logomotion website packages. These may be requested at an additional charge. Animations as stated on the website packages refers to movement of frames, navigation buttons and photo galleries - it does not include caricatures or cartoon illustrations. Artwork above and beyond the brief may be requested at an additional charge. Logomotion will accept up to 3 (three) minor design changes to the project before it is published. Minor design changes will not include navigation structure changes, page reconstruction, logo re-design, flash animation re-design or any other major website features that form part of the design specifications. Minor changes may include colour change, text or title re-design or image placement.

**Content** - It is the clients sole responsibility to provide all content (text and images) for the website package they have chosen. Logomotion can provide the services of a freelance writer if required at an additional cost. Stock images can also be provided at an additional cost if required. Logomotion is not responsible for the images and content published on the designed websites. Please read our terms below on images, ownership copyrights and trademarks. Logomotion aims to complete a high quality design for their customers at a very low price. To ensure we can provide best service to our customers, we expect that the customers provide appropriate and definite information for all the design work. While our designs will accommodate any change requests during the designing process, we may however, need to charge for any rework that may go beyond the prescribed designing hours for each design package.

**Images and Photo Galleries** - Please see details following on Copyright & Trademarks, and Ownership. All images used within a website or print document must comply with Australian copyright regulations.

The following is applicable to all website or print designs that include stock images provided by Logomotion: Logomotion purchases stock images that are provided with either a standard or extended license agreement. This license agreement gives Logomotion the authority to use the image without infringing on any copyright, moral right, trademark or other intellectual property right or violate any right of privacy or publicity. The license agreement is not transferable and does not allow Logomotion to give the images away. Should the client transfer the website to another designer, or hosting provider, or cease to continue using the services of Logomotion for any reason, the client will be required to purchase all stock images with the license agreement.

A standard license is generally included in the purchase price of most stock images giving the owner the right to use the image on the web only. Should any image be required for printing, a higher resolution image will need to be purchased at an additional cost, and in some cases the extended license will need to be purchased which gives authority to print large quantities. The extended license may cost from \$250 per image.

The following is applicable to all of our website packages that include a photo gallery: Logomotion will design the initial photo gallery and upload no more than 10 initial images to get you started. It is the clients responsibility to upload / crop / re-size any additional images they would like to have added into the photo gallery. Logomotion will provide step by step instructions on how to upload extra images, but more often than not the images will need to be edited first in Photoshop or a similar program. It is not the responsibility of Logomotion to provide tutorials on how to edit images. Logomotion can provide a photo editing and upload service for an additional fee.

**Website Maintenance, Technical Support & Emails** - Logomotion will provide free technical support for clients who have purchased any of our Website Packages (where domain name registration and website hosting is provided by Logomotion) for the first 3 months ONLY after the website has been published. After this time, Logomotion will charge an hourly fee for any maintenance, technical support or problems that may occur to the website. Tutorials on how to upload images and files, and how to edit the content of your website will only be provided to clients who have purchased a dynamic CMS (Content Management System) Website Package. No instruction will be provided for Static Website owners.

Logomotion provides Website Hosting packages on Linux Servers with 'cPanel' - a user friendly website control panel. All of our website hosting packages provide the ability to have personalized email accounts. ie. yourname@yourdomain.com.au. Access to these personalized email accounts are online via the clients allocated website hosting 'cPanel' and by using the online software provided called 'Webmail'. Instructions and tutorials will be provided on how to use these features of the website control panel. It is NOT the responsibility of Logomotion to provide instruction or technical support on how to set up email accounts in an EXTERIOR Email Software Program such as Outlook, Outlook Express, Apple Mail, Windows Mail or any other commercial or independent email software program. The client will need to enlist the services of a computer technician should he/she have any difficulties installing, setting up, maintaining or trouble shooting any email accounts outside of their website control panel.

Logomotion does NOT perform weekly backups of published websites. It is the clients sole responsibility to perform and store a weekly and up-to-date backup of their own website files and databases. Backups may be performed via the website control panel 'cPanel'. Logomotion will not be held responsible for any loss of valuable files or data due to server malfunctions, account user interference, intentional or unintentional misuse or any external interference such as hacking. Logomotion will endeavor to restore the website to the previous or most recent working state that we have stored on file. In most cases this is not the most current or up-to-date website version.

Additional fees apply for any site maintenance or extra design work, subject to acceptance. A full quotation will be provided before any design or maintenance works commence.

**Compatibility** - Logomotion warrants that the website we design will be compatible with: Microsoft® Internet Explorer 6+ and Safari v 3.2.1+. While Logomotion will make reasonable efforts to design a cross-platform compatible website, compatibility with all browsers is not guaranteed.

**Ownership** - Unless advised otherwise, the person or legal entity who purchased the design package is the exclusive owner of the website design content which includes the uploaded files that are stored within the allocated web server - and after final payment is received. This does not include: any code source files, any original stock images, any photoshop (.psd), illustrator (.eps or .ai), inDesign (.indd), or any flash (.fla) source files - these original source files remain the property of Logomotion. Cancellation of a design agreement, ceasing to continue with services provided by Logomotion, or failure to make payment releases the client of any ownership rights.

**Portability** - The Website will be installed on the Logomotion hosting account included in the relevant package. Once the website is delivered, the Client is free to move his/her website to another hosting account. Client accepts full responsibility and absolves Logomotion from any responsibility for the project if it is moved. Please Note Hosting fees are non refundable.

**Copyrights and Trademarks** - Logomotion is not responsible for the images and content published on the designed websites. It is the client's responsibility to ensure that all images, fonts and content published on their website conform to the Copyright Act 1968 . If any of the images and content are not lawfully owned or licensed by the website owner, explicit permission to use them must be obtained by the client.

**Responsibility** - Once the website has been installed, the terms and conditions apply. Logomotion is not responsible for the content published on the website or any technical issues that may result from updates and maintenance attempts performed by the website owner or any other party. Client accepts full responsibility and absolves Logomotion from any responsibility for the project if it is altered or changed in any way after publication. eg. Any errors that may occur to the website because the client has made changes themselves are not the responsibility of Logomotion. Logomotion will happily correct any errors and restore the site to its previous working state where possible for an additional fee. During the development process, you must deal with your allocated designer. Your designer will be able to provide you with advice and support on aspects of your web project (design, e-business, web hosting features, domain name registration, etc.). As long as you host your website with Logomotion, you will also benefit from Logomotion email support.

**Payments** - Logomotion accepts payments by money order, cheque, direct deposit, Visa or Mastercard – details of how to pay will be outlined on your Tax Invoice. All payments are non-refundable once the design work has begun.

**Payment Terms** - A deposit is required in advance before the commencement of any project. Orders may be placed via phone, email or fax. Payments may be made via cheque, direct bank deposit or credit card, with payment options provided on the quotation. Design works will only commence once the payment has been approved. Full outstanding balance is required within 7 days of website publication or completion of design project.

**Right to Service** - Logomotion reserves the right to refuse service, especially if the requests are not aligned with our business operating principles and policies, or are outside of the general scope and design style of Logomotion.

**Refund Policy** - Logomotion reserves the right to negotiate and refund an appropriate portion of the amount paid by customer towards the request for service. Under no circumstances will Logomotion be liable for any damages arising from misrepresentation or misinformation.

**Indemnity** - You will indemnify and hold Logomotion, its licensors, content providers, service providers, employees, agents, officers, directors and contractors (the "Indemnified Parties") harmless from your breach of any of these Terms And Conditions or any other terms, conditions, policies or procedures contained on the web site, including, without limitation, any use of content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify and hold harmless the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of Your use of the information accessed from the Web site.

**Severability** - The provisions of these Terms and Conditions may be exercised and are applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms and Conditions illegal, invalid or unenforceable. If any provision or portion of any provision of these Terms and Conditions are held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall apply with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

**Waiver** - No failure or delay on the part of Logomotion to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by Logomotion preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by Logomotion to any breach of or default in any of these Terms and Conditions shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

**PRIVACY POLICY**

This Privacy Policy governs the manner in which Logomotion collects, uses, maintains and discloses information collected from you the 'user' or 'client'. Logomotion is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect our user's personal information from unauthorized access, use, or disclosure. The data Logomotion collects is handled sensitively, securely and with proper regard to privacy.

**What type of information we collect** - Logomotion may collect various types of personally-identifiable information including name, company name, address, telephone number, payment instrument details or other billing information, e-mail address, and other information that, either alone or in combination with other kinds of information, may personally identify users. In addition we may collect information regarding your business to assess the genuineness of your business and to design your website and other marketing items, if included in your purchase package. We may also collect personally identifiable information from users in a variety of ways, including through online forms for ordering products and services, and other instances where users are invited to volunteer such information. While not all of the information that we collect from users is personally identifiable, it may be associated with personally identifiable information that users provide us through our website.

**How we use this information** - Logomotion may use personally identifiable information collected through our Website to contact users regarding products and services offered by Logomotion and its trusted affiliates, independent contractors and business partners, and otherwise to enhance users' experience with Logomotion and such affiliates, independent contractors and business partners. Logomotion may also use information collected through our Website for research regarding the effectiveness of the website and the marketing, advertising and sales efforts of Logomotion, its trusted affiliates, independent contractors and business partners.

**Disclosure of information** - Logomotion may disclose information collected from users to trusted affiliates, independent contractors and business partners who will use the information for the purposes outlined above. We may also disclose aggregate, anonymous data based on information collected from users to investors and potential partners. Finally, we may transfer information collected from users in connection with a sale of a Logomotion business.

**Maintenance of information** - Information about users that is maintained on our systems is protected using industry standard security measures. However, we cannot guarantee that the information submitted to, maintained on, or transmitted from our systems will be completely secure.

**If you have any questions** - Users may direct questions concerning our Terms and Conditions or this Privacy Policy by e-mail to: [info@logomotion.net.au](mailto:info@logomotion.net.au). Logomotion reserves the right to modify this privacy policy at any time without prior notice to Logomotion customers or the public. Persons wishing to remain apprised of Logomotion's privacy policy should check our website for occasional updates.

**This Agreement** - This agreement constitutes the sole agreement between Logomotion Web + Graphic Design and the client regarding the project. Any additional work not specified in the design specification or any other amendment or modification to the package must be authorized by a written request signed by both client and Logomotion Web + Graphic Design. Unless otherwise stated all prices specified are quoted in Australian Dollars.

**Legal Notice** - Notwithstanding anything to the contrary contained in this contract, neither Logomotion nor any of its employees warrant that the functions contained in the service will be error-free. The entire risk as to the quality and performance of the service is with the client. The client agrees to defend, indemnify and hold Logomotion harmless from any and all liability, proceedings, actions, loss, damages or claims or other events, which may arise from the service and that such indemnity survives termination of this contract. In the event of an act of major catastrophe such as theft, terrorism, earthquake, riot, civil disorder, flood, fire, storm or other major disaster Logomotion reserves the right to suspend all its obligations under this contract or void the contract at its option. In any event the client fully agrees that Logomotion's maximum liability will be limited to the fees actually paid by the client to Logomotion less any reasonable costs incurred to date. This contract is governed by the laws in force in the state of Queensland in the Commonwealth of Australia.

I have read and agree to all Terms & Conditions as outlined above:

Signature:

Date:

Print Name:

Company / Business Name: