



Summary

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future. You are hiring Business Agility Pty Ltd, located in Perth, Western Australia to design and develop a web site for the total price as outlined on our website in our promoted package.

By paying the first payment (deposit amount), you are agreeing to the following Website Build Terms & Conditions.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You will give us everything we need to complete the project as and when and in the format we need it. You will review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you will also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we have agreed with you and we will do it all in a professional and timely manner. We will endeavour to meet every deadline that is agreed and set and on top of that we'll maintain the confidentiality of everything you give us.

Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create web designs using Wix as our platform. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography). We call that 'design atmosphere.'

Most correspondence will be via email as this gives us factual records of change and update requests. Please keep in mind that this is a creative process and we will do our utmost to interpret your requirements however due to the nature of creative it sometimes may not be exactly as you envisaged. You will have plenty of opportunities to review our work and provide feedback. We will share a working website link with you that will show you what we have done. We will have regular contact as updates and changes are made. If, at any stage, you are not happy with the direction our

work is taking, you will pay us in full for everything we've produced until that point and cancel this contract. (This does not include the cost of our first draft).

Text & Content

We are not responsible for writing or inputting any text copy. If you would like us to write new content or input text for you, we can provide a separate estimate for that. We may (with your consent) make with minor changes to your content to improve it.

Changes / Alterations

We allow for **3 (three)** revisions / changes / updates / additions after the first draft is sent to you and agreed on. Putting is simply - we cannot go on forever making changes. So, it's best you are organised with most of your content / pictures / logos etc at the beginning. Whenever you email us to make a change, it is counted in your total allowable changes, so please add as much as you can in each email. After the 4th revision, changes are charged at \$165 per hour (GST inc), charged in 15 minute increments.

We know from experience that most websites take around 2 to 4 weeks to finalise once we have the supplied the content. This is mainly due the amount of content that is required from the client. More often than not, we add the content supplied by clients and then the client makes several changes along the way. As we receive these changes, they go into the queuing system for our developers to make updates. At any time, we can be working on up several websites so these changes, even when minor, can take 2 to 4 working days to turn around. We do not treat any customer differently as all clients' jobs are important to us. However, we will when possible do our best to help.

Photographs

You should supply graphic files in an editable, vector digital format or .jpeg / .png. You should supply photographs in a high-resolution digital format. If you choose to buy stock photographs, we can suggest online stock libraries. We will supply up to 6 high resolution pictures free of charge. If you would like us to search, purchase and supply photographs for you, we can provide a price for you.

Desktop browser testing

We test our work in current versions of major desktop browsers which have over 10% market share. NB – It's impossible to make a site that will look the same in all browsers. Reference for this is the latest monthly statistics as provided on this

site <https://www.w3schools.com/Browsers/default.asp>

Mobile browser testing

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they are using. We test our work in current versions of Smart phones which have over 10% market share. NB – It is impossible to make a site that will look the same on all phones

Hosting

We host websites on Wix. Business Agility Pty Ltd will not be responsible for any loss of business or other damages resulting from occasional "down-time" or other technical problems related to the hosting servers, whether caused by the web hosting company or by broader Internet problems beyond our control.

We offer various levels of hosting - please ask us for details.

If you want your site hosted elsewhere that is absolutely fine. However, this will usually incur an extra charge due to the different configurations of various servers. This usually takes extra time, normally around 2 to 4 hours, however each case is different. NB setting up this outside hosting will incur additional fees, as this is not included in the standard web build package. The additional fee is calculated at \$165 per hour (GST inc), charged in 15 minute increments. Business Agility Pty Ltd does not hold or take responsibility for any updates, maintenance, or site hacking.

Emails

If you use a domain-based email addresses (eg xxx@mycompany.com.au) then changing your current Website host may mean a change to your Domain Name Server. This is done from accessing your Domain via your Domain Name provider. We will require you to provide us with the Mail Client type, plus login and password (we will be able to assist you to locate this). If you are using Microsoft products to view your email you will also need to update passwords within this software.

Security

If it is on the internet it can be hacked. Your Wix website is provided with top-tier Web security services as part of your package. However, we take no responsibility should your website be hacked or for any losses that you may incur. It is the same as installing security on your windows at home - it protects but it doesn't mean your house can't be broken into. The fact is that no website in the world can be 100% safe. Should you be hacked, we will work as quickly as possible to restore your site to

the last available version from the backups. We initially add a complex password to your website login to lessen this possibility. Should you change this password and make it simplified, you may be making it easier to be hacked. Should you need support in the event of hacking, this will incur an additional fee, charged at \$165 per hour (GST inc) charged in 15 minute increments.

Backups

Wix is a cloud-based website builder system that backs up all your website content automatically live as you are editing. You can even go back and restore your previous auto saved version from back end. However, we recommend that you also back up your website yourself (you can download the website from the Wix site) as an extra precautionary measure.

Website Launch

It can take up to 48 hours for your site to be able to be found on the internet. This is called propagation and is completely out of our control. We will also list your site with all major search engines Google Yahoo and Bing. It can take up to 3 weeks to be found on these search engines. Once again this is out of our control but the steps we take, will help minimise these times for our clients.

Training

After your website is live we will send you a 'How To' document to show you how to make changes / update your new site. This will cover what you need to do. Our experience is that this is all our customers usually need to make changes or update their site.

Of course, you can email us if you have any difficulty and we will help by email or phone to a limited and reasonable extent. If you require training or additional support, we can provide it over the phone or via video-conference (using screen sharing), which will incur a fee of \$165 per hour (GST included), charged in 15 minute increments. If training or support is required on site, travel time charges will be added at the same rate. We may, from time to time, offer online training or support via webinars or videoconference for a fee. Please enquire with us if you would like to use these additional services which are not included in your package.

Legals

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or

for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Copyrights

First, you guarantee that all elements of text, images, or other artwork you provide are either owned by yourselves, or that you've permission to use them. When your final payment has cleared, copyright will be automatically assigned as follows:

You will own the website that we create for this project. We will give you source files and finished files and you should keep them somewhere safe as we are not required to keep a copy. You own all elements of text, images, and data you provided, unless someone else owns them. We love to show off our work and share what we've learned with other people, so we reserve the right, to display and link to your project as part of our portfolio and to write about it on the web and in other published articles.

Payments

We are sure you understand how important it is as a small business, that you pay the invoices that we send you promptly. Our payment terms are shown on the original invoice we sent to you.

Parked Projects

If we encounter extensive delays in receiving feedback or website content / information from you and after many repeated attempts, are still unable to complete your project due to lack of receipt of such, your project may be parked to continue when you are more ready to do so. If project completion extends beyond 3 months, additional charges may occur to bring the project back online for completion. These charges are related to re-familiarisation of project by our team, updates required to Wix core, plugins and possibly theme.

Finally

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of the courts of Western Australia, Australia.