



Suite 2.04/20, Convention Centre Pl, South Wharf, VIC - 3006

O: (03) 8679 6963 | **M:** 0412 586 588 | **E:** info@techXimum.com.au | **W:** www.techXimum.com.au

Terms & Conditions

Website Design and Development

The following terms and conditions apply to all services provided by TechXimum Solutions to the Client. By placing an order with TechXimum Solutions, you confirm that you are in agreement with and bound by the terms and conditions below.

1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote, then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

2. Charges

Charges for services to be provided by TechXimum Solutions are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. TechXimum Solutions reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all services require an advance payment of a minimum of 50 percent of the project quotation total before the work is supplied to the Client for review. A second charge of 20 percent is required after the prototype stage, with the remaining 30 percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by cheque or bank transfer. Cheques should be made payable to TechXimum Solutions and Bank details will be made available on invoices.

3. Client Review

TechXimum Solutions will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. Unless agreed otherwise with the Client, at the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies TechXimum Solutions otherwise within ten (10) days of the date the materials are made available to the Client.

4. Turnaround Time and Content Control

TechXimum Solutions will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon TechXimum Solutions receiving initial payment, unless a delay is specifically requested by the Client and agreed by TechXimum Solutions.

In return, the Client agrees to delegate a single individual as a primary contact to aid TechXimum Solutions with progressing the commission in a satisfactory and expedient manner.

During the project, TechXimum Solutions will require the Client to provide website content; text, images, movies and sound files



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5. Failure to provide required website content:

To remain efficient, we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%. If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement, we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. Contact us if you need clarification on this.

6. Payment

Invoices will be provided by TechXimum Solutions upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt.

7. Additional Expenses

Client agrees to reimburse TechXimum Solutions for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

8. Web Browsers

TechXimum Solutions makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Internet Explorer, Google Chrome, etc.). Client agrees that TechXimum Solutions cannot guarantee correct functionality with all browser software across different operating systems.

TechXimum Solutions cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website have been designed and handed over to the Client. As such, TechXimum Solutions reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.

9. Default

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on TechXimum Solutions's Web space, TechXimum Solutions will, at its discretion, remove all such material from its web space. TechXimum Solutions is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account. Cheques returned for insufficient funds will be assessed a return charge of Rs.1000 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay TechXimum Solutions reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by TechXimum Solutions in enforcing these Terms and Conditions.

10. Termination

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in



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writing. The Client will be invoiced for design work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

11. Copyright

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants TechXimum Solutions the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting TechXimum Solutions permission and rights for use of the same and agrees to indemnify and hold harmless TechXimum Solutions from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to TechXimum Solutions that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

12. Standard Media Delivery

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (ASCII text files delivered on floppy disk or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by TechXimum Solutions to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

13. Design Credit

A link to TechXimum Solutions will appear in either small type or by a small graphic at the bottom of the Client's website. The Client also agrees that the website developed for the Client may be presented in TechXimum Solutions's portfolio.

14. Access Requirements

If the Client's website is to be installed on a third-party server, TechXimum Solutions must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

15. Post-Placement Alterations

TechXimum Solutions cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

16. Domain Names

TechXimum Solutions may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by non or late payment is not the responsibility of TechXimum Solutions. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

17. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's signature below or payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

18. Liability

TechXimum Solutions hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;



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- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of TechXimum Solutions to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

19. Cancellation Policy

Cancellations will be considered only if the request is made within 48 hours of placing an order.

20. Refund Policy

All our services are covered by money-back guarantee. If you are not satisfied with the services, you have to report within 48 hours, and our Customer Service Team / Sales Team will look in to the matter and then will take an appropriate decision.

100% refund is guaranteed in the following cases

- If you are not satisfied with initial design mock up then you're entitled to get 100% refund.
- We didn't start your project at all or we're unable to start soon.
- You want to cancel the project within 24 hours of making payment.

There is absolutely NO refunds in the following cases

- On website and database design, you are charged only 50% of the project fees until **you approve the initial design**. There are no refunds once the design has been accepted and we have begun work.
- Refunds are not being provided for services delivered in full such as installation service and provided knowledge base hosting service.
- We do not refund partial months on any recurring month-to-month services. If you paid for a month and cancel the service before the month has begun, we will refund for the month.
- There are no refunds on any completed work. Work in progress may be cancelled, but payment will be due for work completed at that time.
- If your service is terminated due to violation of any of our policies a refund will not be issued.

To request a refund, simply contact us with your purchase details within 48 hours of your purchase. Please include your order number and optionally tell us why you're requesting a refund - we take customer feedback very seriously and use it to constantly improve our products and quality of service.

Refunds are processed within 5 days period.

21. Ongoing maintenance and security releases

TechXimum Solutions uses open source systems which means after your site is built, there will be newer versions of the system released from time to time. For content sites we strongly suggest that you 'patch' or 'update' the website to the latest release each time it comes out to keep the site secure.

It your responsibility as the website owner to ensure your website's security.

For larger dynamic websites please ensure upgrades are performed by someone who knows what they are doing. Please ensure you always perform a full site and database backup before implementing any new extensions to the site and before undertaking any upgrades.

TechXimum Solutions is not responsible for sites that have been not been correctly maintained. If you would like TechXimum Solutions to provide ongoing support for maintenance please contact us to discuss your requirements and obtain a quote.



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22. Three (3) month bug fix warranty

TechXimum Solutions offers a 3-months bug fix warranty on our dynamic website packages. We utilise a ticketing system to help us manage any issues you might have.

It is the client's responsibility to review the site and ensure they are happy with it before agreeing to the finalisation of the project. However, we understand that during the pressure of a project, occasionally some things may get missed. In this case, where bugs or technical errors are found after the project has gone live such bugs will be fixed free of charge within 3 months of us issuing the final invoice. Any modifications that we don't define as a bug for the purposes of the warranty will be quoted for separately and not fixed within the 3 months warranty. Any changes that fall outside the 3 months period of any nature will be quoted for separately and not fixed within the 3 month warranty.

23. For more and updated Terms and Conditions please visit our Website www.techXimum.com.au