

Altec Services - Web Design Services

Terms and Conditions of Service

10th February 2020

1. Introduction and Definitions

Your use of our Services indicates that you accept and be bound by these terms and conditions ("Terms") set forth herein. Acceptance of the Terms creates a binding legal agreement between you and Altec Services (ABN 68 205 992 143) that you will comply with the Terms and use the Service only in a manner consistent with these Terms.

In the event the User of our Service is a corporation, limited liability company, partnership, joint venture, other business entity or group of individuals, the person requesting our Service on behalf of the User certifies that he/she has the authority to bind the corporation, LLC, partners, joint venture or other individuals in this manner and in connection with his/her acceptance of all Terms set forth herein. If you do not agree with these terms and conditions, do not access or use any of our Services.

In these Terms the following expressions shall have the following meanings unless otherwise stated:

"we", "our" or "us" means Altec Services (ABN: 68 205 992 143) including, its officers, employees, agents and contractors.

"this Site" or "the Site" refers to the website altecservices.com.au

"Service" or "Services" means the provision of this Site, or any products and services provided by us.

"you", "your", "Customer" or "User" means persons, persons or business entity that requests or utilises the provision of this Site, or any Services provided by us.

2. Authorisation

Any Services provided by us is available only to Users who can form legally binding contracts under applicable law.

You represents and warrants that, if an individual, User is at least 18 years old, or, if an entity, User is a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing where required to do business with all legal authority and power to accept these Terms. You agree to provide complete, accurate and current information to us in connection with the Service and further agree to update all such information as necessary to maintain complete, accurate and current information.

After the agreement to these Terms, if it was discovered that you do/did not have the legal authority to bind such entity, you will be personally responsible for the obligations contained in these Terms. We shall not be liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication reasonably believed by us to be genuine and originating from an authorised representative of the entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, we reserve the right to require additional authentication from you.

Although a User our Services must be at least 18 years of age, a parent or legal guardian of a minor may access our Services on the minor's behalf, and by doing so, consents to such minor's use of the Services. User's parents and legal guardians assume full responsibility and liability associated with a minor's use of any of the Services.

3. Structure of Terms

These Terms are structured such that there are clauses that apply to all our products and services, general terms and conditions ("General Terms") and there specific clauses which apply to a particular Service. If there is any inconsistency between any of the clauses in General Terms and clauses which applies to a particular Service, precedence shall be given to clauses which applies to a particular Service.

4. General Terms

4.1 Prohibited Uses of Services

We reserve the right at our sole and absolute discretion to refuse to provide our Services to transmit, publish or communicate any material which is deemed to be objectionable by us or considered by us to be contrary to applicable laws. Any perceived violations of laws will be reported by us to law enforcement authorities if in our sole judgment such material is in violation of applicable laws and we cannot be held liable for any outcome resulting from our actions.

You agree that you will not use, or attempt to use, our Services:

- To commit a crime or in the course of committing a crime or for an unlawful purpose to do any act that may damage or cause the quality of the Service to be impaired.
- In a manner which is illegal under any law or regulation or infringes any industry code of conduct.
- To transmit, publish or communicate any material which is, or we believe is offensive, personally offensive, defamatory, abusive, obscene, upsetting, menacing, threatening, harassing, pornographic, or otherwise inappropriate.
- In a manner that violates copyright or other intellectual property rights or publish any material that infringes any third party's intellectual property rights or any other rights.
- To engage in any activities in such a manner as to expose us, or any other third person who is involved in making the Service available to you to liability or adversely affecting the name, reputation or business of us or any such third person.
- To do any act that may damage or interfere with the Service or cause the quality of the Service to be impaired.
- To "Spam" or engage in "spamming" activities, breach the Commonwealth Spam Act (2003) and applicable regulations.

4.2 Amending These Terms

4.2.1 Subject to clause 4.2.2, we reserve the right to amend the Terms at any time, for any reason, and without notice, including the right to terminate the Service or any part of the Service. We will not be held responsible for any costs incurred by you as a consequence of these Terms changing.

4.2.2 If we believe that amendment to the Terms will benefit or have a neutral impact on you, changes will take effect immediately. We will take reasonable steps to bring the general nature of such changes to your attention.

If we make any amendment which will be detrimental to you, we will notify you at least 30 days before the proposed change takes effect unless the changes are required:

- (a) by law
- (b) for security reasons
- (c) for technical reasons necessary to protect the integrity of our service
- (d) due to an additional tax or levy imposed by law
- (e) for ancillary services such as credit card transaction fees and direct debit charges

Where practicable to do so, we will give you reasonable notice of the changes by one of the methods of communication listed in clause 4.3. We will also provide notice of the change on our Website. It is your responsibility to review our website periodically to ascertain whether these Terms have been changed. If you do not agree to be bound by the revised Terms of Service, discontinue use our Services thereof.

4.3 Notification

We may provide notification or communication by:

- Emailing the notice or hyperlink to a webpage that contains the notice, to the most recent electronic contact address you have given to us.
- Calling the most recent number you have given to us.
- Mail/hand delivery to the most recent postal address you have given to us.
- Any other method permitted by law.

You agree that any notification or communication is deemed to have been received by you:

- Email: after one hour it leaves our mail server.
- Mail: at 10AM on the second business day after posting it.
- Hand delivery: at the time of delivery.
- Any other method: at the time by which it would have been delivered as per the normal course of the given method.

4.4 Termination

We reserve the right to immediately suspend, cancel or restrict the supply of the Service to you if:

- You do not pay the charges for the Service when they become due and payable.
- You are in breach any of these Terms.
- You are a company you go into insolvent liquidation, or if you are a person you are declared bankrupt.
- We reasonably suspect fraudulent, illegal, defamatory, offensive activities, or any activity in breach of a third party's rights by you or any other person in connection with the Service.
- We reasonably believe your use of our Services poses an unacceptable risk to our security or network capability or that of our suppliers or other Customers, or for other operational reasons.
- A Supplier terminates its agreement with us, or ceases to supply services to us, and we are not able to provide the Service using services of an alternate Supplier on terms reasonably acceptable to us.
- There is an emergency.
- We are required by law or in order to comply with an order, direction or request of a Regulatory Authority or an emergency services organisation.
- Any other reason as satisfactory to protect us, our staff and/or our suppliers.

Without limiting the section below on our limitation of liability, we will not be liable to you for any cost, expense, damage or loss whatsoever arising from terminating our agreement for the provision of the Services.

4.5 Cancellation

You may cancel the Service at any time by giving us 30 days written notice (or as otherwise agreed between you and us) of your intention to cancel the Service. If you cancel the Service before an agreed tenure for the Service has expired, you agree that, if you have paid any money

in advance, you may be required to forfeit that money, or if you have not paid any money in advance, we can charge you an early cancellation fee.

If your Service is cancelled, on your request or by us subject to provisions in this agreement:

- You are required to pay all outstanding charges to us immediately.
- We may immediately delete all data held prior to cancellation.
- We may perform any action without notice.

4.6 Refund

By requesting a product or service, you understand and agree to accept the products and Services as appropriate and compatible to your needs. It is your responsibility to ensure that Services are utilized to their full potential. We are not obliged to provide refunds for any Service that is functional, as described or of acceptable quality for the purpose which it is provided by us. If you are not satisfied that the products and services you receive from us are consistent with our representations, and you notify us within 30 days from the date that the Service was provisioned, we will conduct a review. If we conclude from the review that the product or service provided is not consistent with the representations, we will provide replacement product or service, or offer you a full refund or part thereof, at our discretion.

4.7 Pricing

Prices published on the Site should be considered as a guide only. The actual cost involved in providing you the Service will be presented in our quotations/invoices. Costs will be determined, at our discretion, by examining the particulars of the Service. It includes, but not limited to, resources (man hours and material) required provide the Service, third party supplier charges (if applicable) and number of Services requested. All prices are stated in Australian dollars and are valid until altered by us. All Prices are inclusive of GST.

4.8 Payment

Charges payable for the Service are set out on our invoices and you must pay for the Service in the manner specified. If any sum payable is not by the due date, subject to clause 4.4, we reserve the right, forthwith and at our sole discretion, to suspend the provision of Services to you. We may charge you a late fee equal to 5% per annum calculated on the daily balance of the unpaid amount from the due date until the date of payment in full. You are also liable for the expenses in recovering the payment from you such as the costs incurred by engaging a mercantile agent to collect the overdue amounts. If you have overpaid as a result of a billing error, your account will be credited with the overpayment or, if you have stopped acquiring the Service from us, we will refund the overpayment promptly after your request and after deduction of any other amounts due by you to us. We are not responsible for any over the limit, overdraft or other fees and charges you may incur from your bank or financial institution during the course of payment to our Services.

4.9 Privacy

Altec Services' policies of collection, storage, use and disclosure of personal information is in accordance with Privacy Act 2000 (Victoria) and other applicable legislature.

To facilitate the provision of our Services, Users may provide us with Data incorporating personal information. "Data" means data and other information in whatever form provided by, or on behalf of the User to us in order for us to perform the Services and may include, but not be restricted to, Customer details, phone numbers and other lists, and product/service information.

In providing our Services we will:

- a. Keep confidential and ensure that its officers, employees, agents and contractors keep confidential the data and take all steps as may be necessary, prudent or desirable in order to safeguard the confidentiality of the Data.
- b. Not disclose the Data to any person unless disclosure is:
 - o To Altec Services' employees, agents or contractors and is necessary for the provision of the Services;
 - o Requested or authorised by the User;
 - o Necessary for the enforcement of the criminal law or for the protection of public revenue;
 - o Necessary to prevent or lessen a serious and imminent threat to the life or health of a person;
 - o Required or authorised by law.

The Users warrants that:

- The Data is accurate and up-to-date.
- Any Data or materials provided by or on behalf of the User in order for us to perform the Services have been collected and recorded in compliance with the applicable legislature.
- The User will supply data and materials to us in accordance with the applicable legislature. Altec Service, its officers, employees and agents will not be responsible for any claims, liabilities, demands, fines, costs or expenses resulting from the handling or use of Data or materials provided by the User that are not in compliance with the applicable legislature.

Your email and other personal information you may provide will be stored in a database maintained by us specifically for the task. Your e-mail address and other personal details are confidential. The information you provide will be used only for the purpose for which you have provided it and for related, internal management purposes. We May also send you promotional information, special offers, newsletters and announcements relating to our Services, unless you indicate that you do not wish to receive such promotional information.

4.10 Warranty Disclaimer-limitations-Indemnification

This statement is not intended to exclude or limit any rights which you may have under the Commonwealth Trade Practices Act or applicable legislature.

Warranty disclaimer: To the extent permitted by law, the Services provided by us are provided "as is, as available" with no warranties whatsoever and all express, implied and statutory warranties including, but not limited to warranties of merchantability and fitness for a particular purpose are expressly disclaimed. Your accessing or use of the Service is at your own discretion and risk. The Service is not warranted to be error free or uninterrupted. We disclaim any warranties for the security, reliability, timeliness and performance of the Service. Neither we nor any other person involved in the creation, provision or maintenance of the Service shall be responsible for interruption of the Service, linkage to any third party sites, damage to your computer, damage to other property or loss of data resulting from your access to or use of this Service.

Limitation of liability: Our total aggregate liability to you for any claim in contract, tort or otherwise shall be limited to the charges paid to us by you in respect of the Services which are the subject of any such claim. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever. Except as expressly provided in the immediately preceding paragraph to the fullest extent allowed by the law neither we, nor any other person involved in the creation,

provision or maintenance of the Service, shall be liable for any direct, indirect, special, incidental, exemplary, punitive or consequential damages arising out of your access to or use of this Service.

Indemnification: You agree to defend, indemnify and hold harmless Altec Services, its partners, officers, directors, employees, agents, licensors, suppliers and any third party and providers to the Service from and against any or all losses, expenses, damages and costs, including reasonable legal costs resulting from any violation of the Terms, or any activity relating (including negligent or wrongful conduct), by you or any other person accessing the Service.

4.11 Severability

If any court of competent jurisdiction finds any provision or part thereof of this agreement to be illegal, invalid or unenforceable that provision or part thereof shall be severed from this agreement and the remaining Terms and provisions of this agreement shall remain in force and constitute the agreement between us. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

4.12 Waiver

The failure by us to enforce any right or provision of this agreement does not constitute a waiver of the right or provision, unless we do so in writing signed by our authorised officer, or our right to insist on performance of that or any other obligation at any other time.

4.13 Entire Agreement

These Terms constitute the entire agreement between you and Altec Services and govern your use of the Service, superseding any prior agreements between us. In the case of inconsistencies between these Terms and information included in off-line materials, (e.g., promotional materials), these Terms will always prevail. You may also be subject to additional terms and conditions that may apply when you use affiliate services or third-party content.

4.14 Governing Law

This agreement shall be governed by the laws of the State of Victoria, Australia and the parties submit to the jurisdiction of the Courts of Victoria, Australia.

5. DNS Services

5.1 Registration

Subject to the availability domain names are registered on a first come, first serve basis with a given DNS Registrar. Your requested domain name and application details must comply with the requirements of the Registrar. We do not warrant or guarantee to you the availability of any domain name. You have no rights or cause of action against us if a domain is not available or cannot be registered for any other reason.

The registration of the domain name and its ongoing use is subject to the relevant naming authority's (e.g. .au Domain Administration) terms and conditions of use. It is your responsibility to review those terms and conditions to ascertain whether you can and do comply with them. You waive any claims you may have against us if the naming authority refuses to register a domain name and, without limitation agree that the charge paid by you to us shall be non-refundable in any event.

You agree that your personal data relating to the domain name will be listed in the public registry for your domain name (e.g. Information of com.au Domain Names are made available to the public via the WHOIS Service).

5.2 Renewals

If we have registered a domain name on your behalf or you acquired our hosting services to a domain name you registered, you are responsible for any subsequent renewals of that domain name. It is advised that you consult the Registrant Agreement you have entered into, or renewed, in relation to the approved domain name. We are not liable to you for any loss, cost, liability or damage incurred by you in relation to the expiry of a Domain Name Licence.

5.3 Definitions

Registrant means a holder of, or an applicant for, a Domain Name Licence, and includes its agent (i.e. in this context registrant is you).

Registrar refers to organisation that issues the Domain Name Licence to Registrant.

Domain Name Licence means the licence to use a domain name for a specified period of time, as evidenced by a certificate of registration issued by the Registrar to the Registrant.

Registrant Agreement means the agreement between the Registrar and a Registrant in relation to a Domain Name Licence.

6. Hosting

You warrant and agree that:

- All hosted content or data stored by you on our server is your property and responsibility. We claim no ownership over, and assume no responsibility in respect of, any of your data. You are solely responsible for obtaining any and all necessary licenses, consents, authorisations and approvals, including without limitation, clearances and/or consents in respect of your proposed domain name, intellectual property rights being used by you and merchant services agreements between you and the relevant financial institutions.
- We do not make any guarantee that your hosted content or data is backed up or monitored. You are responsible for keeping a copy of your Hosting and Domains Content locally. Whilst reasonable measures to ensure the integrity and security of the Server are in place, we do not guarantee that the Server will be free from unauthorised users or hackers. We do not warrant that our virus protection services will stop every virus from reaching your computer network. We do not warrant that your content will not be subject to damage, loss or corruption and accepts no liability for such.
- We may from time to time perform routine maintenance, service and upgrades. We will endeavour to conduct such tasks at the most appropriate times and provide reasonable notice by any means we deem satisfactory. You acknowledge that from time to time the Service may be inaccessible or inoperable for any reason. You agree to hold us free of any liability or indemnification that may come as a result of any inaccessibility or inoperability.
- You will not perform any actions that unreasonably consume resources degrading the shared environment for other users. This includes but is not limited to execution of

scripts (PHP, ASP.NET, CGI scripts, FTP, HTTP, database connections, etc.). The hosting service plans disk space should be utilised only for files required in the normal operation of your website. You are expressly prohibited from using it as an online file repository.

- We may provide Services via a third party. Using any Service offered by us you accept and agree that you are bound by the terms and conditions of service agreements supplied by our third party suppliers.
- The information contained within your website complies with all applicable law, and codes of practice governing the use of websites and related services. You will not, nor will you authorise or permit any other person to use the server in violation of any law or regulation, including violations of copyright or other intellectual property rights or publish any material that infringes any third party's intellectual property rights or any other rights.
- You will ensure that passwords and other confidential information relating to the Service are kept securely. We will be immediately notified of any known or suspected unauthorised use of your account, or any known or suspected breach of security, including loss, theft or unauthorised disclosure of your password information.
- Subject to clause 4.4, on termination of the hosting service we reserve the right to immediately block your web site and to remove all data located on it. We will hold such data for a period of 14 days and allow you to collect it (charges may apply), failing which we shall be entitled to delete all such data. We shall further be entitled to post such notice in respect of the non-availability of your website if it is deemed fitting.
- Our hosting packages include a service whereby we assist you to perform tasks to maintain your hosted content in a state you desire. Website editing actions such as the removal, addition, replacement of files can be requested. Our assistance does not, however, extend to editing content within the web documents themselves. You are responsible for the outcomes of the requested actions. We are not liable to you for any loss, cost, liability or damage resulting from executing your requests. Accordingly it is advised that you should keep a copy of hosted content locally. We will perform a number of minor assisted site edits free of charge. The number of free edits available depends on the hosting package plan. We will at our discretion determine if a requested task is a minor site edit. If a request is not deemed a minor site edit or you have surpassed the allotted number of minor site edits, our assistance in performing the task may incur a charge.

7. Design Services

Design Services refers to all Services that involves the creation/modification of complete websites or specific elements/components to be used in websites (e.g. forms, images, logos). Creation of HTML emails could also be considered as a Design Service. Our Services categorised as website design and additional services (i.e. html emails, customised forms, web images/art) are collectively referred to as Design Services. Terms which are applicable only to a specific Service is denoted as such.

7.1 Reviews

Each Design Service project we propose to undertake will be allotted a number of review sessions. The review sessions are essentially period of time reserved to conceptualise, develop, review and finalise elements of the project. The number of review sessions is based on the particulars of the project, it includes, but not limited to the complexity of the project, allotted time per session and clients level of expertise. The reallocation of review sessions at intermediate

stages of the project is to be determined at our sole and absolute discretion. Additional review sessions may also incur additional charges.

In order to move the project towards completion you are required to provide data and feedback within a specified period of time. It is imperative that you abide by the deadlines you are given. All website content must be provided by you within 1 calendar month from the day of project commencement (i.e. invoice date) or another agreed time. Failure to provide all necessary data within the time period may result in the project put on hold thereafter. If a further month has surpassed without satisfying necessary requirements, we reserve the right to cancel the project subject a cancellation fee.

In the intermediate stages of the project we may require feedback, on various aspects (concepts, reviews etc.), to be provided within 14 days (from the date of notification) or an agreed time frame. Failure to respond within the time will be considered as an acceptance of the content as presented and we reserve the right to move the project forward in its current form. If project cannot move forward without your input we may put it hold thereafter. If a further month has surpassed without satisfying necessary requirements, we reserve the right to cancel the project subject a cancellation fee.

If during the intermediate stages of the project you request changes which we in our discretion deem to be significantly different from the original composition and require additional resources (material and man hours), we reserve the right to request additional charges.

7.2 Product

We are not responsible for the contents of any Design Service product we provided for you. We are under no obligation to review the content for any purpose, including accuracy, completeness of information, quality or clarity. Upon publication you are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations. Similarly we are not responsible for your subsequent use of the product and your compliance with state, commonwealth and other applicable legislature.

Installation, maintenance, execution and/or other means of making use of product is not provided within our Design Services. We will provide you with the Design Service product and instructions on the installation, maintenance, execution and/or other mean of making use of it. Our Design Service products are created to function in the server configuration where development takes place. We cannot be held responsible for errors or functionality loss if it is published and hosted on a server environment that does not match the development server specifications.

Once published, we will review and repair any pre-existing code errors and/or bugs in the Design Service product if reported within 30 days of publishing. Any changes or alterations, or code errors reported outside of this time period may be subject to additional charges.

7.3 Copyright

You acknowledge that all material developed by us or our third party partners belongs to and is copyright to us in accordance with copyright laws. We reserve the right to utilise materials we created through our Services for any purpose, including utilising materials to promote our Services via any medium.

You shall own the final product provided to you by us. You shall not, however, own any materials, media or other content generated during any intermediate stages leading up to the final review. Your ownership rights under these Terms are limited to the final review, and that no trademarks or service marks in or to the final product are being conveyed under these Terms. You hereby acknowledge that we shall have no obligation to perform trademarks or service marks, or the like, in order to validate the propriety or legality of the final product.

You acknowledge and hereby grant us a perpetual worldwide non-exclusive transferable royalty-free copyright licence to use the final product for internal and archival purposes, and in order to display (in whole or in part) and promote our Services, in any form, media, or technology now known or later developed. You agree to prevent any unauthorized copying of any material relating to the Services or resulting product.

7.4 Third Party Software/Services

We may provide Services via a third party. Using any Service offered by us you accept and agree that you are bound by the terms and conditions of service agreements supplied by our third party suppliers. In the event of any disruption or failure to provide a service as a result of a third party, you agree to indemnify and hold us harmless and make any claims against the third party separately.

To use third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider. By agreeing to use the third-party software you acknowledge and agree that we do not guarantee that any software will be free of viruses, worms, or Trojan horses or other forms of corruptive code. We make no representations or warranties concerning the performance, effectiveness or any other aspect of any third-party software. In no event shall Altec Services (including its officers, directors, employees, affiliates and agents) be liable for claims of any nature, whether direct or indirect, arising from or related to any third-party software utilised through the Service. For any third party software used in your Design Service product, open source (e.g. CMS applications such as Drupal, Joomla, etc.) or otherwise, you agree to be solely responsible for monitoring available releases of upgrades and/or patches to secure their applications from hackers and malicious scripts.

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