



# Classic Web Solutions

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Division of

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## CLASSIC WEB SOLUTIONS (CWS) Web Design Terms and Conditions

1. The client agrees that they shall not hold Classic Web Solutions liable for any losses (including loss of projected profits), costs or claims caused by website mistakes or omissions, or by failure of certain material to appear on the internet on a given date. This includes loss of data resulting from delays and/or service interruptions and the malfunction of equipment including any agents, freelance programs or associated companies or third party delays including domain names, FTP and web hosting or photographs/graphics. A project will be deemed to be complete even if the above are applicable.
2. The client will be responsible for the content of their web pages, including obtaining the legal permission for any projects they include and ensuring that the content of these pages do not violate Australian and International Law. The client is also responsible for all texts, images and logos contained in their site.
3. CWS reserves the right to remove material deemed inappropriate from your website without prior notice.
4. A 30% deposit is required prior to job's commencement.
5. Classic Web Solutions requires all relevant information regarding the project (*proposed website*) within a period of 5 working days from the day the written agreement (*terms and conditions*) is signed, however any delay caused by the client in providing the necessary information will incur total charge at the client's expense within a period of two weeks.
6. The balance of a project is due on completion and should be paid in full within 14 days.
7. Late payment of invoices may incur interest and/or late payment charges. Any Invoices paid after 14 days may be subject to a 10% P/A late payment fee. Should it be necessary to on-forward the outstanding account(s) to a debt collection agency, a 20 % surcharge of the balance may incur.
8. On completion of the website, it is the customer's responsibility to check the contents of the site and report any inaccuracies immediately.
9. Classic Web Solutions will ensure the online security of the site, but on completion it is the client's responsibility to ensure the ongoing security of the site including software updates and security patches.
10. Classic Web Solutions will provide up to 3 hours of training and support per year to client with a Content Management System (CMS) website. If additional training or support is required after the initial three hours provided by CWS, a fee of \$25 per hour will apply.
11. Classic Web Solutions will hand out the Intellectual Property Rights to the customer after all invoices have been paid in full. The Intellectual Property Rights covers the design of the site, graphics, images, texts, etc.
12. The Intellectual Property Rights of our \$99 & \$110 Monthly web design & SEO Packages belongs to Classic Web Solutions and Business Local Search.
13. Classic Web Solutions takes no responsibility for the actions of any third parties used in the development or hosting of the Website.

14. Any recommendation or agreement made through or by Classic Web Solutions on your behalf relating to third parties, such as web hosting or domain name hosting, falls on the terms and conditions laid out by the third party and Classic Web Solutions cannot be held responsible or liable for any downtime or loss.
15. Classic Web Solutions retains the Intellectual Property Rights for the following software systems:
  - 14.1. Content Management System
  - 14.2. Hotel Reservation System
  - 14.3. Databases System
  - 14.4. Website Application
  - 14.5. Shopping Cart
16. Classic Web Solutions does not recommend the use of bulletin boards, message boards or chat rooms by clients. These are open possible abuse. However, if the customer requires CWS to install any of these facilities, the customer is liable for any posting or information added to these programs. CWS cannot be held liable for any information posted or displayed on these programs.
17. Classic Web Solutions uses specific methods for developing websites and programs. During the construction of your site including software, databases and applications, we will continuously ask you to confirm that you are happy that specific elements of the project are complete to your satisfaction. If CWS are asked at a later date to carry out changes, these will be subject to an additional charge.