



ABN: 23 074 737 208

[www.webhance.com.au](http://www.webhance.com.au)

ph: 0408 569 511

## **WARRANTY**

Webhance is 110% committed to the success of your website. We firmly believe that you should not be left feeling unsupported at the completion of your project. As such, all of our work comes with a free ninety day warranty for Web Design projects and thirty day warranty for website maintenance work. This provides assurance that the software will meet its functionality specifications.

Your warranty commences from the date of 'Go Live' and covers:

- Rectification of any issue or problem on existing content or code
- General assistance on any queries or problems arising with the Website, Content Management System, or Ecommerce site
- Assistance with user-reported error messages and system loading problems
- Assistance with user-reported viewing problems where a digital media system may not display correctly in certain browser types
- Correction of any reported broken links
- General advice required to assist in the smooth running of your site
- Restoration of any online project that has been the victim of vandalism; i.e. hacking

The Warranty does not provide support for any problems or errors caused by:

- The hosting system/server limitations
- Bugs related to 3rd party integrations, 3rd party software (including open source cms), 3rd party plug-ins
- Customer error
- Change of mind

The right to warranty is forfeit if the site or the codes are accessed by any third party company for any reason. Warranty will not be honoured if any of the payments are over-due.



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## **LIABILITY**

Should the Client, or any other person or entity acting on behalf of the Client, access files and disrupt the layout or functionality of the Client's website, Webhance will work to rectify any disruptions or issues at the regular hourly rate at the request of the client.

The Client agrees that following the warranty period the entire risk as to the ongoing quality and performance of the Client's website remains with the Client.

The Client agrees that Webhance will not be liable for any loss or damage to the Client, or any other third party, for any service interruptions or disruptions to the hosting service or any other loss or damage that is beyond our reasonable control.

The Client agrees Webhance will not be liable for any loss of profits or any other consequential, punitive, or special damages arising out of the operation of or inability to operate this website, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, the 'Client' or site visitor's computer or Internet software, even if Webhance has been advised of the possibility of such damages.

## **CONTENT MANAGEMENT SYSTEM**

It is important to note that content management systems require regular upgrading to ensure the latest software version is operational. Only through regular updates are you able to effectively manage your sites security. At the completion of development you will be provided with a User Administration Manual and login details, enabling you to login and update existing content and upgrade software and plugins/extensions yourselves. Webhance is available to assist with these tasks, if required.



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## **PLUGINS/COMPONENTS**

Your content management system operates via the use of a number of plugins and extensions. These components may form the backbone of required functionality. At all times these plugins and extensions are applied to your site 'out of the box'. This means they are configured for your site within the parameters of the components existing functionality. A list of existing functionality will be provided for all components on request.

Responsibility for correct functioning and ongoing viability of third party components remains exclusively with the component developer. Webhance is contracted to successfully install and configure the component as part of the normal website design process. Webhance is not responsible for the ongoing management and maintenance of the component. Should the component cease to function or generate errors in the future, responsibility for this remains with the component developer and not Webhance.

## **TAILORING OF PLUGINS/COMPONENTS**

It should be noted that Webhance is not a PHP Developer. Any additional functionality required from your components must be requested from the component developer or preferred expert. Additional charges will apply, from both the developer coding and Webhance liaison perspectives should tailoring of the component be required to suit the specific needs of your business.

Responsibility for correct functioning and ongoing viability of tailored components remains exclusively with the component developer or preferred expert. Webhance is contracted to successfully manage the tailoring or upgrade process. Webhance is not responsible for the ongoing management and maintenance of the component. Should the component cease to function or generate errors in the future, responsibility for this remains with the component developer or preferred expert and not Webhance. In the case of tailoring, component developer/expert warranty periods are valid. Webhance warranty periods do not apply.



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## **COPYRIGHT, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY**

The Client unconditionally guarantees Webhance that any artwork, confidential information or intellectual property provided to Webhance (including but not limited to: text, logos, graphics, photos, images, designs, trademarks) is owned by the Client. Alternatively, the Client guarantees Webhance that they have the relevant authority from the owner of the artwork to use the items as per the instructions given to Webhance.

In accordance with the above, the Client will hold harmless, protect and defend Webhance from any action or claim that arises from the unauthorised use of such artwork as instructed by the Client.

## **ECOMMERCE LAWS**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Webhance from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

## **COPYRIGHT TO WEB PAGES**

Copyright to the finished assembled work of web pages produced by Webhance is owned by Webhance. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Webhance retains the right to display graphics and other Web design elements as examples of our work in our portfolios.



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## **PROJECT DURATION**

Website Design and/or Maintenance projects will take Webhance no longer than three months. The Client is responsible for ensuring Webhance receives all content required to develop the website (text, images etc) within this timeframe. Should the Client not be forthcoming with content for the website within this timeframe, additional costs may be incurred. Should the Client not deliver content within six months from acceptance of this proposal, the proposal becomes null and void and considered to be cancelled. In this instance Webhance is not liable to complete the project.

## **CANCELLATION**

In the event of cancellation of this project, ownership of all copyrights and the original artwork shall be retained by Webhance. A cancellation fee for work completed, and expenses already incurred, shall be paid by the Client. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the cost estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the client or not. If the project is on an hourly basis and the project is cancelled by the client, the client agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation plus a flat fee of \$250 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater.

## **DEFAULT IN PAYMENT**

Payment of all Webhance invoices is required within seven (7) days from date of issue, unless otherwise agreed. The Client shall assume responsibility for cost outlays by Webhance in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.