

## 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 website design projects and thirty-day warranty for website maintenance tasks. 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 overdue.

## **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.

## **PLUGINS/COMPONENTS/APPS**

Content management systems operate via the use of a number of plugins/components/apps depending on the platform your site is built on. These plugins/components/apps may form the backbone of required functionality. At all times these apps 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.

Responsibility for correct functioning and ongoing viability of third-party plugins/components/apps remains exclusively with their respective Developers. Webhance is contracted to successfully install and configure any plugins as part of the normal website design process. Webhance is not responsible for the ongoing management and maintenance of plugins. Should the plugin cease to function or generate errors in the future, responsibility for this remains with the Developer and not Webhance. In the case of plugin/component/app tailoring or customisation, developer/expert warranty periods are valid. Webhance warranty periods do not apply.

## **CONTENT MANAGEMENT SYSTEM**

It is important to note that content management systems such as WordPress require regular upgrading to ensure the latest software version is operational. Only through regular updates are you able to effectively manage your sites security. Please be aware that upgrade of plugins governing layout/functionality may adversely impact the appearance of your site. It is essential that a full backup of your site be taken before upgrading any software. Webhance is available to assist with these tasks as part of our Website Maintenance service, if required.

## **SITEGROUND**

Should you choose to host your website with Siteground, your account is governed by Sitegrounds terms and conditions. You may review their terms and conditions here →

<https://www.siteground.com/terms.htm>

## **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**

Upon final payment of this contract, copyright to the finished assembled work of web pages produced by Webhance is owned by the client. This excludes any templates, layouts, theme, theme builder code or open source programs used in the development of the web pages. The client is assigned rights to use as a website any techniques provided by Webhance, including the design,

graphics, and boilerplate 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.

## **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 – Website Design**

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 time 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.

## **CANCELLATION – Website Maintenance Packages**

Website Maintenance retainer agreements will be valid for six months from date of signing or until such time as 'Client' sends written notice of cancellation to 'Provider'. Retainer agreements may be renewed at six-month increments. At this time pricing and hours required may be reviewed.

Website maintenance contracts may be cancelled in writing at any time by either party.

**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.

**ACCEPTANCE OF TERMS**

The action of the sending and receipt of this agreement via email will hold both parties in acceptance of these terms. Webhance as sender and the client as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding.