

# Website Design and Digital Marketing Terms & Conditions of Sale

Interlynk Pty Ltd and its subsidiaries maintain this website as a service to its visitors. By using this website and/or purchasing products/services from this website, you agree to comply with and be bounded to the following terms and conditions. Please review the following terms and conditions carefully. If you do not agree to these terms, you have no right to obtain information from or otherwise use this website.

This agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to Interlynk, the content, products, and services provided by or through Interlynk, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. You should review this Agreement prior to each use of Interlynk and its subsidiary store and websites.

The products, content, graphics, design, and other matters related to Interlynk are protected under applicable copyrights. The copying, redistribution, use or publication of any such matters or any part of Interlynk is strictly prohibited except by special agreement between Interlynk and you. You do not acquire ownership rights to any content, product or other matters viewed and delivered through Interlynk. All the copyrights for Interlynk products as stated in Interlynk Terms of Use are reserved.

1) Interlynk is only responsible for implementing the project as specified in interview and project description. If the customer wishes to make additional changes he should request an additional quote, otherwise he agrees to accept the template running result.

2) Interlynk has a right to cancel the order and refund in the following cases:

- a) The client does not give all the data necessary for customisation.
- b) The client demands unreasonable revision of the order.
- c) Interlynk billing officers suspect the payment to be fraud.

3) Interlynk has the right to set an extra price quote if the client wishes to make additional project changes which were not stipulated before and were not stated in the project description.

4) Interlynk does not guarantee to complete tuning to schedule specified in Preliminary Term of Delivery. Breaks in production may happen because of customer's activity (i.e. the client doesn't give Interlynk all the data necessary for customisation or gives false contacts).

5) Interlynk has a right to request authentication of the cardholder (such as a scanned image of the credit card without its numbers and credit card statement) if Interlynk billing officers suspect the payment to be fraud.

6) As soon as website is uploaded to web server, then all design decisions are considered to be complete. Revisions will incur additional charges based on our hourly rates.

7) As soon as the website goes online/live and is approved by the customer, the project is considered to be implemented successfully and isn't to be reviewed or revised without incurring additional charges.

8) Interlynk will generally inform customers when website will be down for maintenance. However, there will still be instances where it's inevitable or beyond our control. Interlynk accepts no responsibility for lost or profit, savings or opportunities as a result of downtime.

9) Customers may receive Interlynk credit equal to the Customer's current hosting plan up to a maximum of 10% of customer's next pre-paid hosting renewal fee.

10) Under no circumstances shall Interlynk be held liable for incidental, special and unforeseeable consequential damages including but not limited to loss of profit, savings or opportunities.

Interlynk reserves the right to change or modify these terms with no prior notice.

## **Payment**

Payment for our website packages is made over three stages:

- Stage One: Prior to commencing work we must receive a minimum 50% deposit or more for smaller projects determined by our Account Managers for your website package. This is to cover design concepts and revisions (A maximum of two revisions are allowed without incurring additional fees). This deposit is non-refundable.
- Stage Two: Upon delivery of your home page design concept, we will take a further 25% payment via your nominated payment method. This is to cover uploading content to the

web server and to commence work on the live site. This step signifies design approval from client and any further revisions will induce additional costs at our hourly rate.

- Stage Three: Within 5-10 business days (depending on project size and scope) of receiving design approval for your website proposal we will supply you with the domain URL and login details (provided we have received payment for Stage Two). We will have entered the content that you supplied to us. If for some reasons we have not, Interlynk will instead enter in suitable dummy content. Five business days after we have sent you your website on its temporary domain we will charge you the Stage Three website payment of 25%, this is the final website payment for your package. If you haven't supplied your website content to us by the time of design approval, we will enter your content when it is supplied to us at a later date. The final 25% payment will not, under any circumstances, be delayed for failure by you to supply us with content. The payment may be only be delayed, if upon supplying you with your website, there are elements (not including content) in what we supplied to you from what we have promised to you in our initial proposal, wireframes and/or design concepts. Once these elements have been rectified, we will automatically process your Stage Three payment. Any material defect must be communicated to us, in writing, in the 5 business days between us delivering you your website and us taking the Stage Three payment.

The following attracts an hourly fee of between \$80-\$200 ex GST in 15 minute increments

- Support from staff other than our customer service staff (e.g. Management or Designer)
- Face to face consultation and support
- Content changes
- Design changes
- HTML/CSS/Coding training, support or troubleshooting
- All application training and support
- Time spent investigating a reported issue for which Interlynk is not responsible

Payment of all support tasks or additional work outside of your original package fee will be payable as soon as the task is completed. You will receive a separate quote/s depending on each requirement and the complexity of the problem.

## **Refund Policy**

**Prior to commence of work** – Client is entitled to a full refund if work has not commenced.

**After commence of work** – Client is eligible to partial refund after work is commenced. However, no refund is available on the 50% deposit paid for your project. Any request for a refund, or partial refund must be made in writing. The clients refund is calculated based on our hourly fees and work undertaken by Interlynk up to the date of cancellation. A ledger of work completed and/or expenses incurred will be provided to the client to justify the refund the client will be paid.

### **Ownership of content**

If we used stock images on the client's website, the client does not have the right to use these images. Ownership is retained by the image rights owner and cannot be used or re-used for any other purpose and can only be used as they were placed onto your website by us. Interlynk reserves the ownership of all website content and coding before payment is settled in full.