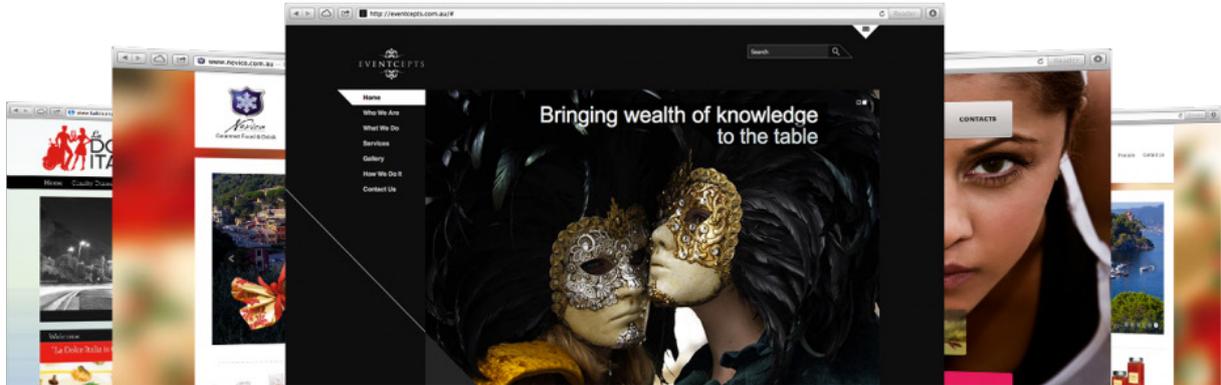




Uniq Artworks



## Professional Website Design

Designing Effective Web Experiences For Australian Brands

[Terms and Conditions](#)



This contract is between Uniq Artworks and its web design customer.

### **FINANCIAL ARRANGEMENTS**

1. Uniq Artworks services are provided at the agreed rate. Unless otherwise agreed, web design packages include website design and build. A domain name can be registered by us on your behalf or provided by you. Uniq Artworks will also set up an email hosting account if required (see package variations).
2. A 60% deposit for your web design package is due with your order. The balance is due 4 weeks later or upon completion of your design, whichever is first.
3. Although Uniq Artworks reserves the right to change prices of services at any time, all pricing is guaranteed for the period of prepayment.
4. Failure to make complete payments for web design services may result in your website and emails (if applicable) being suspended.
5. All invoices will be sent via email.

### **CANCELLATION & REFUNDS**

1. All deposits and fees paid are non-refundable after the design brief is returned to Uniq Artworks.
2. Once the design brief is submitted to Uniq Artworks, all design fees are payable in due course.
3. Cancellation of web design services must be notified by email. Fees will apply.

### **GENERAL**

1. Uniq Artworks reserves the right to suspend or cancel a customer's access to any or all services provided by Uniq Artworks, at its discretion, if the account has been inappropriately used or otherwise abused.
2. Individual accounts are for the intended use of the account holder only.
3. Uniq Artworks does not allow any of the following content to be stored on its servers: (a) Illegal material, including copyrighted works, commercial audio, video, or music files, or any material of any type in violation of any federal, state or local law or regulation anywhere in the world.  
(b) Adult material, including pornography, erotic images, or otherwise lewd or obscene content of any type. What constitutes "adult material" is entirely at the discretion of Uniq Artworks. (c) Ware, including pirated software, ROMS, emulators, phreaking, hacking, password cracking, IP spoofing etc. material or encrypting of any of the above. This also applies to sites which provide links to or 'how to' information about such material.
4. Unless otherwise agreed all websites will have a discreetly placed 'Web Design by Uniq Artworks' or similar link to the Uniq Artworks website.



### **WEBSITE DESIGN & SUPPORT**

1. Please refer to [www.uniqartworks.com.au](http://www.uniqartworks.com.au) for the variations in each web design package.
2. All websites will be delivered with the home page content upload included in the package price, providing it is supplied within 4 weeks of your order or when the website is complete (whichever is the sooner). We charge an hourly rate for content upload after this time.
3. Uniq Artworks websites are self managed and Uniq Artworks is not responsible for any copy, editing or updating of your website content.
4. Uniq Artworks offers support by phone during normal business hours AEST and by email.
5. EFT or cheque payments must be received as cleared funds by the anniversary date to prevent suspension of hosting and support.
6. The customer agrees that it is not the responsibility of Uniq Artworks to provide knowledge or support outside of the defined service of the Uniq Artworks web design packages. Uniq Artworks does not control the interaction between your website and its visitors.

### **DOMAIN REGISTRATION**

Uniq Artworks cannot guarantee a requested domain name will be available.

### **DISCLAIMER**

1. Uniq Artworks shall not be liable, under any circumstances, for any loss of business, profits, goodwill or data, loss of use, interruption of business, or for any indirect or consequential damages that result in any way from the customer's use of, or inability to use the services, or that results from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the website, servers or software.
2. Uniq Artworks cannot be responsible for any damages that may be suffered resulting from delays, none deliveries or service interruptions by any cause or errors or omissions, including interruption at payment gateways or email interruption or through receipt of spam emails.
3. Uniq Artworks makes no representations, warranties or assurances that the customer's equipment will be compatible with the Uniq Artworks service.

### **TRADEMARKS©RIGHTS**

1. The design of your website (the look and feel) is under copyright and license from Uniq Artworks for use by yourself. You are prohibited from selling, replicating or reproducing any of the design of your website without written permission.
2. The customer warrants that it has the right to use any applicable trademarks on their website.



### **LAWFUL PURPOSE**

The customer may only use Uniq Artworks servers for lawful purpose. Transmission of any material in violation of any federal, state or local regulation is prohibited.

### **LIMITED LIABILITY**

1. Uniq Artworks does not warrant that the service will not be interrupted or error free; nor make any warranty as to the results that may be obtained from the use of the service or as to the accuracy, reliability or content of any information, service or merchandise contained in or provided through the Uniq Artworks servers, unless otherwise expressly stated in this agreement.

2. Under no circumstances, including negligence, shall Uniq Artworks, its officers, agents or anyone else involved in creating, producing or distributing Uniq Artworks web design services be liable for any damages that result from the use of, or inability to use, the Uniq Artworks service or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance, whether or not limited to communication failure, theft, destruction or unauthorised access to Uniq Artworks's records, programs or services.

3. Notwithstanding the above, the customer's exclusive remedies for all damages, losses and causes of actions shall not exceed the aggregate dollar amount which the customer paid during the term of this agreement and any reasonable attorney's fees and court costs.

### **GOVERNING LAWS**

This agreement shall be governed in all respects by the laws of Victoria Australia. The parties irrevocably submit to the nonexclusive jurisdiction of the courts of Victoria Australia.

### **SEVERABILITY**

Each provision of this agreement including these terms of service is severable and if provisions of this agreement or terms of service are held to be invalid or unenforceable such provisions may be removed and the remaining provisions may be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of each section.

### **TRANSFER**

1. Should you decide to move your hosting, you are free to take your website with you. Website and email service can be transferred to other providers (fees will apply). No responsibility can be taken for website or email disruption during transfers to or from Uniq Artworks.



2. Uniq Artworks cannot provide support for any website they do not host on their servers.
3. Domain names will always remain the property of the customer, unless otherwise agreed.

#### **CONTRACT REVISIONS**

Revisions will be considered agreed to by the customer as specified in Section I. Financial Arrangements.

This agreement constitutes the entire understanding of the parties. Any changes or modifications to this contract thereto, are agreed to by both parties upon renewal of services.

These terms and conditions should be read in conjunction with and before sending the 'brief' or paying the deposit for your Uniq Artworks design package.