



## Client Agreement

<http://www.intouchweb.com.au/agreement.htm>

Revised December 2009

**1. Agreement:** By commencing any service provided by inTouch web services Pty Ltd, the client enters a binding agreement which continues until terminated (as prescribed below) by either party.

**2. Scope of Agreement:** inTouch web services Pty Ltd agrees to provide, either directly or indirectly, services to the client in good faith and to a standard consistent with published details at <http://www.intouchweb.com.au>. In return, the client agrees to promptly pay the amounts invoiced for the relevant service(s).

**3. Invoicing and Payments:** The client agrees to receive all tax invoices electronically via a nominated email address and accepts responsibility for checking their email regularly. Standard quarterly fees, where prescribed, are payable in advance and are non-refundable. Additional services may be invoiced as a once-off amount, monthly or otherwise at the discretion of inTouch web services Pty Ltd. Services provided by other parties may be invoiced directly by them or included in the standard billing from inTouch web services Pty Ltd.

**4. Late Payments:** The client agrees that payments for all invoices will be made by the "Final Date for Payment" indicated thereon (normally a period of 21 days from the date of invoice). In the event of extended non-payment of an overdue account, the client also agrees that inTouch web services Pty Ltd may suspend services until full payment is received. Suspension may include the temporary shut-down of a client's web site, the lapse of a domain name registration and/or the suspension of email accounts. In the event of suspension, the client will be given a further period of one month to process all unpaid amounts. If necessary this will normally be followed by complete closure of the client's account and the commencement of debt recovery action for unpaid amounts.

**5. Credit Card Surcharge:** A surcharge, equivalent to 3.00% (inclusive of GST) will apply to all credit card payments, to cover merchant service fees charged by the bank. The surcharge will be itemised on the current invoice, or added to the next invoice, as appropriate.

**6. Domain Name Services:** Domain Name management, registration and renewal services are available as a stand-alone service or as part of a package at the currently advertised prices. At all times, domain names are registered to the client (as the "registrant" and "administrative" contact) and managed by inTouch web services (as the "technical" and "billing" contact).

**7. Variations:** InTouch web services Pty Ltd reserves the right to vary any aspect of this agreement, or any services, including prices, at any time. Any variations become applicable immediately after publishing on the inTouch web services Pty Ltd web site unless otherwise specified. inTouch web services Pty Ltd agrees to notify the client of any variations which may affect the client as they occur and it will be deemed that the client has accepted any such variation unless a notice of termination is received. At all times the current agreement applicable to all clients is the agreement published on this page at <http://www.intouchweb.com.au/agreement.htm>

**8. Termination:** This agreement may be terminated for any reason by either party at any time via an email notification. The client agrees to pay any outstanding amounts owing, as at the termination date, within 1 month of termination.

**9. Intellectual Property:** The intellectual property of all web sites created by inTouch web services Pty Ltd is transferred to the client and inTouch web services Pty Ltd agrees to make no claim of copyright or ownership whatsoever. In return, the client agrees that, in the event of termination of this agreement, all pages within a web site designed, or substantially designed, by inTouch web services Pty Ltd will continuously display a statement (and hyperlink) crediting inTouch web services Pty Ltd for the site's design.

**10. Limit of Services:** inTouch web services Pty Ltd currently provides web design, site management and maintenance, domain services, virtual hosting, email account administration and other internet services. However, it does not provide dial-up internet access, computer support or training which remain the responsibility of the client or third parties. Other extended or specialist services such as programming, database setup, ecommerce, advanced flash design etc may at times be provided by other specialist partners, if appropriate.

**11. Limit of Liability:** Whilst all efforts will be made to ensure premium service to clients, inTouch web services Pty Ltd does not claim infallibility and, in particular, cannot guarantee a continuous uninterrupted hosting service. The client agrees to hold inTouch web services Pty Ltd totally harmless for any damages which may occur as a result of any hosting or computer failure, delay of services, errors, omissions, missed deadlines, virus or security attack or any other event relating to the services provided by inTouch web services Pty Ltd. Specifically, the customer agrees that inTouch web services will not be held responsible for services provided by other suppliers.

**12. Dispute Settling Procedure:** In the event of a complaint or dispute, both the client and inTouch web services Pty Ltd agree to make the other party aware of the problem and to commit to resolving the matter through reasonable discussion and conciliation prior to resorting to any other dispute settling mechanisms or processes.

**13. Contradictions:** Any details or information published on the inTouch web services Pty Ltd web site which apparently contradict this agreement (or any subsequent variations) will not apply. This agreement, in it's current revision, will prevail in all such contradictions.

**14. Currency/Tax:** All prices quoted are in \$AUD unless otherwise stated. GST (Goods and Services Tax) is applicable for all Australian clients and is additional to prices quoted. InTouch web services Pty Ltd is a registered company under the Corporations Law of New South Wales Australia and is registered for GST purposes (ABN is 64 097 365 752).

**15. Non-Australian Clients:** Clients living outside Australia are requested to email inTouch web services Pty Ltd to confirm and agree upon prices in their own currency prior to commencement of any service.