



CLIENT AGREEMENT DOCUMENT

YMEDIA - WEBSITES FOR LOCALS

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Our Commitment to you

- i) We respect our CLIENT's confidentiality (Item 7).
- ii) We use open source solutions wherever possible. (Item 12.1).
- iii) If the CLIENT determines that the website does not comply with the project components agreed to in this document, Y Media agrees to carry out any necessary and reasonable modifications without extra charge (Item 27).
- iv) If the CLIENT is not happy with our service, the CLIENT is free to move their domain name, website and data in its entirety to another service provider (Item 21.1).

Definitions

As used herein and throughout this Agreement:

"Agreement" means the entire content of this Basic Terms and Conditions document, the Proposal document(s), together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

"Content" means all materials, information, photography, writings and other creative content.

"Copyrights" means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under Australian and International Copyright Law.

"Deliverables" means the services and work product specified in the Proposal to be delivered by Y Media to the Client, in the form and media specified in the Proposal.

"Services" means all services and the work product to be provided to Client by Y Media as described and otherwise further defined in the Proposal.

"Trademarks" means trade names, words, symbols, designs, logos or other devices or designs used in the final Deliverables.

"Open Source Software" means computer software that is available in source code form for which the source code and certain other rights normally reserved for copyright holders are provided under a software licence that permits users to study, change, and improve the software.

"Ongoing Management" means the ongoing work to keep the website functioning and secure. This includes, but is not limited to: data management, backups, maintenance and software patches.



General Terms

1. Authorisation

The CLIENT authorises Y Media to perform the services outlined in this Agreement for the CLIENT, which may include, but is not limited to, accessing their hosting account and disk space, creating databases and applications, and submitting the project to search engines.

2. Agreement

Scope and Period Services supplied, costs and rates are limited to what is set forth in this agreement for the period specified. Any additional services will require an additional agreement. We reserve the right to adjust our service and rates after the period specified in this Agreement.

3. Costs and Fees

3.1 Professional services are billed at \$95 per hour inc GST for the duration of this agreement. Y Media reserves the right to adjust rates after the period of this agreement. Small tasks are billed in 30-minute blocks.

3.2 Fees for professional services do not include outside purchases such as, but not limited to, software licensing, copyright licensing, printing, photography, colour printouts, laminating, illustrations, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to GST. Outside purchases will be approved by client before purchase.

4. Production Schedules

4.1 Production schedules will be established and adhered to by both the CLIENT and Y Media. Where production schedules are not adhered to by the CLIENT, final delivery date or dates will be adjusted accordingly. Additional costs may be incurred due to increases in time to manage or deliver the services.

4.2 Y Media reserves the right to adjust project milestones during the project.

4.3 The project milestones set do not factor in extensions of time resulting from client's internal decision-making/ information gathering processes, delays in the client providing information to Y Media, changes requested to the original project proposal, delays due to website host companies and absence of the CLIENT.

5. Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration the CLIENT's requested "priority scheduling". Requested priority schedules that require overtime and weekend work will be subject to 90% markup at an hourly rate and need to be agreed to beforehand by both parties.

Overtime is defined as between 5.30pm - 8.00am Monday to Friday, all day Saturday, Sunday and public holidays, unless otherwise agreed.

6. Payment

6.1 The CLIENT agrees to pay Y Media in accordance with the terms specified in each proposal/estimate. The CLIENT will be required to pay 25% of the project cost before commencement of work. Unless otherwise specified, all subsequent balances due are payable upon completion of key stages of the project. All payments will be made in Australian funds

6.2 If the CLIENT fails to pay any invoice, Y Media reserves the right to withdraw the website and associated materials or refuse completion and/or delivery of work until past due balances are paid. All materials or property belonging to the CLIENT, as well as work performed, may be retained as security until all just claims against the CLIENT are satisfied.

6.3 Y Media will charge a late payment fee of 5% per month on the outstanding amount. The CLIENT is responsible for any debt collection fees which may come due.

6.4 In the event of cancellation of the project prior to completion, the CLIENT must pay Y Media a fee for work completed, based on the contract price and the expenses already incurred.

7. Confidentiality and Privacy

7.1 Y Media will not disclose to any third party or use, other than for the purposes of this agreement, any knowledge or information imparted to or obtained by it during or in connection with the fulfilment of this Agreement, which is of a secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the CLIENT.



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7.2 This obligation of confidence will cease to apply in relation to information that Y Media is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Y Media of its obligations of confidence under this Agreement.

8. Subcontractors

Y Media reserves the right to assign subcontractors or external suppliers. Any subcontractors or external suppliers will be bound to the terms of this agreement.

9. Promotion

Y Media is confident that the CLIENT's expectations will be exceeded and as such is notifying the CLIENT that Y Media reserves the right to use the CLIENT's website, associated graphics and any unused ideas and development in the promotion of Y Media services. The CLIENT agrees to allow Y Media to retain a credit and link from the footer of the website.

10. Copyright

The CLIENT is responsible for all trademark, service mark, copyright and patent infringement clearances. The CLIENT is also responsible for arranging, prior to publication, any necessary legal clearance of materials Y Media uses for this project. The CLIENT indemnifies Y Media against any loss or damage arising directly or indirectly from any unauthorised use of photographs, text, or other Intellectual Property not under copyright ownership of the CLIENT.

11. Project Copyright

11.1 After acceptance of the website and payment of all sums due by the CLIENT, Y Media agrees to assign perpetual and unrestricted copyright to use any materials produced by Y Media in accordance with this Agreement to the CLIENT including exclusive usage rights to unique graphics.

11.2 Y Media reserves all rights to licence (open source) and release all software code including website templates developed under this agreement.

12. Open Source Software

12.1 Y Media makes extensive use of open source software and components to supply websites and services to the CLIENT and may have limitations to functionality. The cost of the website does not include customising or adding additional functionality to the open source software unless specified in the original proposal.

12.2 The CLIENT indemnifies Y Media against any loss or damage arising directly or indirectly from any failure of software supplied to the CLIENT.

12.3 All software and components not developed by Y Media retain the original licence and terms associated with them. Y Media cannot assign any rights to the CLIENT and the CLIENT agrees to be bound by the original Author's terms.

13. Force Majeure

The Client and Y Media shall not be deemed in breach of this Agreement if one party is unable to complete the Services or any portion thereof by reason of fire, earthquake, labour dispute, act of God, death, illness or incapacity or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Y Media or the Client's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the party shall give notice to the other party of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

14. Limitation of Liability

In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, Design Agents and Affiliates ("Y Media parties"), to the CLIENT for damages for any and all causes whatsoever, and the CLIENT's maximum remedy regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall Y Media be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Y Media even if Y Media has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

15. No Software Warranties

15.1 All software, technical solutions and systems are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Y Media makes extensive use of third party solutions and cannot warranty systems that we have no



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control over.

15.2 If warranties are required, Y Media will attempt to source warranted services. In this context any warranty would be provided by a third party and Y Media will assume no liability.

16. Purchased themes and other software

Y Media takes no responsibility for the quality of purchased or leased themes, plugins and other software (defined as purchased software), assumed to be of a professional quality. If software is supplied with bugs and defects, Y Media will not be liable for fixing them.

17. Termination

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that work is postponed or terminated at the request of the CLIENT, Y Media shall have the right to bill pro rata for work completed through to the date of that request, while reserving all rights under this Agreement.

If additional payment is due, this shall be payable within fourteen days of Y Media delivering an invoice to the CLIENT after notification by the CLIENT to stop work. In the event of termination, the CLIENT shall also pay any expenses reasonably incurred by Y Media pursuant to this Agreement.

18. Severance

Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this agreement continue in force.

19. Assignment

Neither party may assign this Agreement or any rights under this Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld.

20. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of Victoria within the Commonwealth of Australia and each party submits to the non exclusive jurisdiction of the courts of that State.

21. Data, Security and Ongoing Management

21.1 Upon the end of this Agreement, The CLIENT is free to transfer their website management to another service provider. Y Media will supply the last backup of the site and associated data. Y Media will take all reasonable actions to transfer the CLIENT'S domain name to a new registrar.

21.2 Ongoing Management (see definition) is not included in this agreement and will require an additional agreement.

21.3 If the CLIENT does not proceed with an additional or Ongoing Management agreement, The CLIENT is responsible for Ongoing Management of the website and indemnifies Y Media against any loss or damage arising directly or indirectly from website downtime or security breaches.

22. Client Responsibilities

If the CLIENT or their agent or contractor employed by the The CLIENT other than Y Media attempts to update, edit or alter the site's pages, infrastructure, source files or hosting management in a way that causes damage to individual pages or the site's architecture, time to repair web pages will be assessed as an additional cost above the costs outlined in this agreement and at our professional or overtime rates.

23. Domain Names

23.1 All domain names are legally owned by the CLIENT. All domain name registrations are subject to availability and registration rules. The CLIENT manages their domain(s) and payment of fees unless the CLIENT requests in writing that Y Media manage the domain name(s) on behalf of the CLIENT. Y Media will invoice the CLIENT when fees are due.

23.2 Y Media uses Ventra IP Pty Ltd (referred to as REGISTRAR) to manage our CLIENTS' domain names. CLIENTS are bound by the REGISTRARS' "Domain name registration terms" which are found on their website: ventraip.com.au

23.3 The CLIENT indemnifies Y Media against any loss or damage arising directly or indirectly from any failure of services



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provided by the REGISTRAR.

24. Hosting

24.1 The CLIENT is responsible for contacting the chosen host for support relating to hosting matters. Y Media will charge for costs incurred liaising with the hosting company and supporting the CLIENT with hosting related issues.

24.2 Y Media will charge for costs incurred due to differences in hosting environment if installation and management exceeds standard time frames. This includes delays caused by slow server speeds and incompatibility with hosting environments.

25. Browser Variance

Y Media websites are tested against the browsers and devices outlined in Schedule 2. Support for additional browsers or devices will be quoted by request.

26. Colours

Website visitors use different monitors with different settings. Colours and image quality of the website including graphics and photography may change between computers and monitors.

27. Testing and Acceptance of the Website

Once the project has, in the opinion of Y Media been completed, Y Media will notify the CLIENT either verbally or in writing, and provide the CLIENT with an opportunity to test and review the website. If the CLIENT determines that the website does not comply with the Project Components agreed to in this document, Y Media agrees to carry out any necessary and reasonable modifications without extra charge. When the website is approved and launched it is considered that the work is complete and is now subject to 3-months warranty period where we fix any bugs at our discretion. Any issues detected after the warranty period are not covered by this agreement.

28. Errors and Omissions

28.1 Y Media is not liable for content errors or omissions.

28.2 The CLIENT indemnifies Y Media against any loss or damage arising directly or indirectly from any errors and omissions.

29. Copy

All text must be supplied in digital format (TXT, RTF, HTML, MS Word, Open Office, InDesign).

30. Images

Graphics and photographs are to be supplied in digital format to Y Media.

31. Branding

All logos and branding must be provided in an industry standard vector format (preferences are: EPS, PDF, Illustrator).

32. Abandonment of Project

Successful web projects rely on strict project management and open communication. If the CLIENT fails to respond to written and/or verbal communications from Y Media, or to initiate previously promised communications, for a period of 60 days or more, the project is considered abandoned and will be removed from our order book. Any monies paid will be refunded to the Client minus the cost of work performed on the project to date as well as expenses. Any additional costs involved will be billed out. Y Media reserves the right to charge an administrative fee to re-open an abandoned project.

33. Direction and Control

The CLIENT has no jurisdiction over Y Media's working location or specific hours of operation. As an independent contractor, Y Media is not an employee or representative of the Client's organisation.