

**pwd**

# **Terms & Conditions**

**2022**

# General T&Cs

## Definitions

This Agreement, as varied from time to time, applies to all sales of goods and the provision of all services by the Supplier to the Client pursuant to the Agreement, together with any non-excludable conditions and warranties expressed by law, constitutes the entire agreement between the parties.

- “Agreement” means these terms and conditions herewith.
- “Client” means the person and/or business described as the client within the “Client Details” area of the order form, proposal, Contract.
- “Authorisation” means the acceptance of the proposal using the online portal, making a payment or signing our paperwork / contract.
- “Business Day” means any day that is not a Saturday, Sunday or a public holiday in Western Australia;
- “Fees” means the Price together with any Additional Charges incurred by you relating in any way to this Agreement and the Services.
- “Bug” means any lack of function in the Services that is the direct result of a coding or design error by PWD;
- “Training” means the instruction of 1 person in the operation of the Services at PWD offices, at an agreed time and date.
- “Website” means your website designed, built and hosted pursuant to this Agreement.
- “Scope” means the document entitled “Scope” provided by PWD to the Client and which describes the Services PWD offers to perform for the Client pursuant to this Agreement.
- A “reasonable time frame” is within 12 months however shall be extended by client requests, amends or delays.
- “Intellectual Property” means the intellectual property attaching to the Services including copyright, patents, trademarks, design rights, domain names whether registrable or not and whether registered or not.

## Definitions Continued

“Confidential Information” means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably be considered to be confidential based on its context, nature or the manner of its disclosure, but excluding:

- information that is in the public domain other than by a breach of this Agreement; and
- information developed independently by a third party.

Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Scope.

- “Price” means the fees outlined by PWD.
- “You” and “Your” means the Client named within the “Client Details” area.
- “Our”, “Us”, “PWD” and “We” means the “Supplier” PWD, ABN 74 486 067 431 and associated brands and businesses.
- “Notice of completion” means a notice in writing, given by the PWD to the Client advising that the goods or services subject of the Contract have been provided completed by the Supplier.

## Offers

You are engaging PWD to provide the Services as defined in the “Contract”.

To accept our offer to provide the Services you must accept the offer of PWD using the online acceptance system or sign our paperwork or pay either the agreed Deposit / Initial Payment or agree to a payment schedule (any of these acts, individually or combined is considered “Acceptance”).

If Acceptance does not take place within 28 days from the date the document is provided to you, then our offer to provide the Services will expire without further notice to you. This may be extended by mutual agreement.

## Services

PWD will produce the chosen services to the specifications contained in the Scope (herein referred to as “the Services”) our services offered include:

- Graphic Design / Web Design;
- Website Development;
- Search Engine Optimisation;
- Content Writing;
- iPhone App Design and Development;
- Google Ads / PPC Services
- Conversion Tracking;
- Domain Name Acquisition;
- Hosting;
- Technical Support;
- Training;
- Consultancy.
- Conversion Tracking;

## Price

You agree to pay PWD the Price for the Services in accordance with the Contract.

The Supplier may, at the cost of the Client, engage the services of a debt recovery agency to assist it, if payment is more than 7 days late. The engagement of a debt recovery agency may result in your credit file being updated, having a negative impact on your credit history.

PWD is retained to undertake the Services exclusively. No part of the Services may be undertaken by you or by any third party instructed by you.

## Notices

All notices must be in writing and can be given by:

1. Hand delivery between the hours of 9.00am and 4.30pm AWST;
2. Registered post;
3. Email

A notice is deemed to be given and received:

- If delivered in accordance with clause 1, on the next Business Day after delivery;
- If sent in accordance with clause 2, in 5 Business Days after the day of posting;
- If delivered in accordance with clause 3, on the next Business Day after sending;

A Notice of Completion will be issued upon achieving a milestone and the relevant amount is due within 7 days.

The Client will inspect the goods and services provided by the Supplier within 7 days of receipt of a Notice of Completion and must within that period:

- Give the Supplier written notice of any matter by virtue of which the Client alleges that the goods or services are not in accordance with the Contract;
- Make payment of the Balance of the price. The Supplier shall have no obligation to rectify or replace any goods or services not in accordance with the Contract where notice is not given by the Client within seven days after the date of provision.

## Breach & Termination

### You will breach this Agreement upon:

- failure to have provided content as required within 4 weeks of signing this agreement;
- contravention of your obligations pursuant to Warranty Indemnity & Confidentiality terms previously listed;
- termination of the Hosting;
- being unresponsive to our communication;
- failure to conduct yourself in a professional manner;
- being rude or aggressive towards the Supplier;
- referring to any of our companies, brands, staff / agents on social media, forums, reviews or websites.

PWD may terminate this Agreement upon the occurrence of any of the events described immediately above, where you have failed to remedy the breach within 14 days of notice.

In addition to these clauses, any party may terminate this Agreement by written notice to the other party if any of the following events has occurred in respect to the other party:

- a material breach of this Agreement which is not remediable or if the other party has not remedied within 14 days of written notice;
- an insolvency event occurs, other than an internal reconstruction with notice to the other party.

### Upon termination:

The parties are immediately released from their obligations under this Agreement except those obligations contained within the Price, Additional Charges, Warranties & Indemnity clauses and any other obligations which by their nature survive termination within their contractual period;

- each party retains the claims it may have against the other;
- you must immediately pay any outstanding Fees.

### Early termination clause:

If you decide to terminate your contract early outside of any instant termination clause in these terms and conditions there will be a 50% of expected remaining contract revenue due with a 30 day notice in writing.

## General Provisions

In regards to the production of the chosen Services, Time is not of the essence. The Services will be provided within a reasonable time frame as defined above.

Nothing in this Agreement creates any relationship of partnership or agency between the parties.

If a provision is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

This Agreement and the Scope together form the entire agreement between the parties about its subject matter and supersedes all other representations, arrangements or agreements. Except as expressly set out in this Agreement or the Scope, no party has relied on any representation made by or on behalf of the other.

Unless otherwise expressly stated in the Contract, no waiver or relaxation in whole or in part of any of the terms and conditions of the Contract will be binding on the Supplier unless in writing and signed on by a Director of the Supplier. Any such waiver or relaxation shall be limited to the term or condition and occasion in question.

A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that its failure is caused by an event beyond the control of that party ("Force Majeure") provided that the party so affected keeps the other party closely informed and uses reasonable endeavours to rectify the situation.

Without limiting any other right to terminate under this Agreement, if Force Majeure affects a party's performance under this Agreement for a period of more than 30 consecutive days, the other party may immediately terminate this Agreement by written notice.

All recurring services such as SEO, Social Media & PPC will **continue** after the initial term on a month by month basis unless cancelled by the client in accordance with our standard terms and conditions & those Terms & Conditions outlined on the cancellation form. Clients must provide a minimum of 30 days notice in writing to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) & the other email addresses listed on the cancellation form.

Non-payment of invoices can result in all services with PWD being suspended until the account is paid up to date. This includes the suspension of website hosting for non payment of web design, online marketing & other services.

## General Provisions Continued

Any action or thing that falls due to be done on a day that is not a Business Day will fall due on the next Business Day.

The law of Western Australia governs this Agreement and each party submits to the jurisdiction of the courts of Western Australia.

The Client agrees that there is no cooling off period and any monies debited or received are nonrefundable.

Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

## Confidentiality

A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or regulatory authority.

Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information.

A party may:

- use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
- disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.



## Additional Charges

Subject to the Price, all work requested by you and undertaken by PWD in addition to the Services will incur charges additional to the Price ("Additional Charges").

- As at the date of this Agreement, the Additional Charges are \$180 / hour + GST;
- Minimum charge is half an hour;
- Except for agreed and quoted work.

Where the Supplier, at the request of the Client, provides services in addition to those specified in the Scope of Works, and no Price for those additional services has been agreed to by the parties in writing signed by them, the Supplier's fee for those additional services shall be the number of hours (or part thereof) spent by each employee of the Supplier in providing those services multiplied by the Supplier's hourly rate.

## Intellectual Property

You authorise PWD to display your Services in its portfolio, including but not limited to the portfolio displayed on <http://www.pwd.com.au>, and media releases.

You also agree for a PWD or our partners logo to be placed on the footer of your website and hyperlinked to any of our websites with a "Do Follow" tag.

Subject to the full payment of the Price, the Intellectual Property shall be vested in you and PWD thereupon assigns the Intellectual Property to you.

## Indemnity

You hereby unconditionally and irrevocably agree to indemnify and keep indemnified PWD, its officers, employees and agents against any and all actions, claims, demands, losses, liabilities or costs (including legal costs) that arise, or result from, or are connected in any way with the Services, the Hosting, including but not limited to the sale of any product or service via your Website, except to the extent to which it arises out of any breach by PWD of this Agreement.

If the Client orders goods or services in its capacity as trustee of a trust, the Client warrants that it has full power and authority to accept goods and/or services under the Contract for the benefit of the trust, warrants that its right of indemnity against the trust property is unrestricted and will not be adversely affected by the Contract, agrees that it will be bound by the Contract both personally and in its capacity as trustee of the trust, acknowledges that its liability for indebtedness incurred while a trustee will apply even if it ceases to be trustee of the trust for any reason; and acknowledges that its liability will not be limited to the assets of the trust.

## Limitation of Liability

PWD excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages or loss.

To the full extent permitted by law, PWD excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.

PWD's total aggregate liability for all claims relating to this Agreement is limited to 35% of the Price and any Additional Charges incurred by you.

Each party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

The Supplier will not be liable to the Client for any loss or damage of any kind sustained by the Client as a consequence of any breach of the Supplier's obligations pursuant to the Contract.

If failure to supply is caused by matters beyond the Supplier's reasonable control including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, inability to obtain necessary supplies and any other force majeure occurrence.

## Limitation of Liability Continued

This Agreement is to be read subject to any legislation, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, PWD limits its liability in respect of any claim to, at PWD's option:

In the case of goods:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- part payment of the sum chargeable by PWD (without discount) if it supplied those goods to an unrelated third party; or
- part payment of the sum chargeable by PWD (without discount) if it repaired those goods for an unrelated third party, and

In the case of services:

- the supply of the services again; or
- part payment of the sum chargeable by PWD (without discount) if it supplied those services to an unrelated third party.
- Upon the request for a cancellation or hand over of complete files and hosting from PWD you agree to release us of all liability as we will no longer control all components and therefore can not guarantee or rectify it's operation functionality.

## Warranties

Each party warrants that:

- the execution and delivery of this Agreement has been properly authorised;
- it has full corporate power to execute, deliver and perform its obligations under this Agreement;
- this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy;
- this Agreement does not conflict with or result in the breach of or default under any provision of its constitution, or any material term or provision of any law or regulation to which it is a party or subject or by which it is bound;
- there are no actions, claims, proceedings or investigations pending or threatened against it or by it of which it is aware and which may have a material effect on the subject matter of this Agreement.

In addition to the warranties above, PWD warrants that:

- it will exercise reasonable skill, care and attention in providing the Services;
- the Services will not contain any viruses as at the date of activation;
- the Services will be compatible with Internet Explorer 9 and above, and the latest versions of Mozilla Firefox, Google Chrome and Safari.
- other than in relation to material included in the Services by you or any third party from time to time, any use of the Services by you in accordance with this Agreement will not infringe the right of any party and will not breach any applicable law.

In addition you warrant that any material which you cause to be published, displayed or contained with the provided Services will not contain any illegal or unethical material or activity.

You warrant that you own copyright or have been granted copyright for all, text, images and materials used.

## Business Relationship

The relationship between the Client and PWD is important to ensure that the Client's work is completed efficiently and to the Client's satisfaction, however, if the relationship breaks down for whatever reason PWD has the right to immediately cease all work on behalf of the Client without notice and without any liability whatsoever.

Having received notice of the breakdown in the business relationship the client must immediately pay all outstanding monies due to PWD at which point the Client will receive full title to the work completed.

**Examples of when a relationship can breakdown include but are not limited to:**

- Abusive and Insulting Language
- Unrealistic Demands
- Breakdown in Communication
- Poor Client Co-operation

## Retention of Title

PWD retains title to all work carried out on behalf of the Client until paid for in full.

## Web Development T&C's

### Definitions

- “Bug” means any lack of function in the Services that is the direct result of a coding or design error by PWD;
- “Training” means the instruction of 1 person in the operation of the Services at PWD offices, at an agreed time and date.
- “Website” means your website designed, built and hosted pursuant to this Agreement.
- “Scope” means the document entitled “Scope” provided by PWD to the Client and which describes the Services PWD offers to perform for the Client pursuant to this Agreement.
- A “reasonable time frame” is within 12 months however shall be extended by client requests, amends or delays.

### Bugs

PWD will endeavour to rectify any Bugs of which PWD receives written notice of, up until the expiration of 90 days from the date of activation of your Services.

Tweaks, amends or improvements in usability, functionality or design are not considered a Bug, they are considered outside the original Scope and as such are billable at the standard hourly rate.

PWD does not support or warrant any bugs derived from obsolete browsers such as Internet Explorer 6 and versions of other browsers that are more than two versions old.

PWD shall do a reasonable level of testing of your Services, however the Client is responsible to thoroughly test your Services for any Bugs during the warranty period.

### Provision of Content and Communication

PWD will always endeavour to complete the development of the client website efficiently and within a reasonable time frame, however, this relies on the co-operation of the client to provide content in a timely manner.

The client agrees to respond to any form of communication from PWD within two working days or 48 hours.

## Provision of Content and Communication (continued)

The client website will be archived under the following circumstances:

- i. When a client is non-responsive to any form of communication from PWD including, but not limited to, telephone and email communication for 15 working days or more.
- ii. When the client does not provide website content for 15 working days or more e.g. text and images.
- iii. When the development process lasts longer than 20 working days due to the slow provision of content from the client or lack of responses to telephone and email communication.
- iv. A re-activation charge of \$150 plus GST must be paid prior to the website being made live once more.

In the above circumstances the client website will be archived without notice and an archive charge of \$395 plus GST levied which will fall due immediately upon receipt of invoice. There will then be a monthly archive charge of \$50 plus GST.

## Mobile Responsive, Devices and Screen Resolution

PWD does not guarantee every single resolution sequence and 'dragging and dropping' the browser is not a sign of correct screen re-sizing. All websites are designed to work to the follow resolutions and internet browsers:

### Screen Resolutions

iPhone 4, 5, 6, 6 & Plus:	320px x 480px, 375px x 667px, 414px x 736px
Samsung Galaxy:	360px x 640px
Tablet:	1024 x 768
Laptop:	1366 x 768
Desktop:	1680 x 1050

\*PWD no longer cater to Internet Explorer.

Further resolutions or devices requested by the clients would be billed as additional development time based on the hourly rate.

## Notices

PWD will provide notices in the form of an invoice, when milestones are achieved. Once the invoice is received, payment will be due within the stated period, generally 7 days.

Notices will be provided for "Deposit", "Design Sign Off" and "Supply of Development Link", or as per the contract terms.

## PPC T&C's

- Comply with all Google Ads & Bing terms and conditions, which update regularly;
- There is a minimum 4 month term on all campaigns, unless otherwise stated on the contract;
- You will not get direct access to the Ads portal;
- Monthly Statements / receipts from Ads & Bing can be sent on request;
- We will provide reports generated via Google Analytics and various 3rd party software linked to the Ads & Bing accounts;
- Any tracking telephone numbers remain our property.
- After cancellation, you will forfeit any outstanding credit, it shall not be refunded under any circumstances;
- For cancellation of Google Ads or Bing services we require 30 days written notice to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) and all charges are pro rata.

## Cancellation

The PPC contract will continue after the initial term on a month by month basis unless cancelled by the client in accordance with our standard terms and conditions & those Terms & Conditions outlined on the cancellation form. Clients must provide a minimum of 30 days notice in writing to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) & the other email addresses listed on the cancellation form.



## SEO T&C's

### Disclaimer

We make no guarantee the targeted phrases will move in a positive direction, especially if the targeted website has:

- engaged in SEO previously;
- has poor or duplicate content;
- is on a SEO unfriendly content management system (CMS);
- if we cannot get access to your hosting and or CMS;
- is suffering from a penalty, either automatic or manual from Google;
- has an unnatural link profile;
- is hosted on a slow or blacklisted server.

The standard term of an SEO contract is for 6 months. Any variations to a shorter contract period must be signed off by PWD's management prior to the agreement being signed.

Furthermore you should be aware that Google continually updates it's search algorithm, which may have a negative impact on your rankings at any time, this does not release you from your contract.

We will endeavour to rectify any negative losses as quickly as we can but make no guarantees you will recover.

In rare instances we may have to move your website to a new domain to remove a penalty, you have to accept the change if we recommend this action.

### Website Amendments Made by the Client

PWD will only provide editor access whilst you are under a SEO retainer to avoid modifications being made that may negatively impact our efforts and your SEO improvements. PWD must be notified of any changes that the client proposes to make to the website prior to such changes being made as some amendments may have a negative effect on the ranking of the website within the search engines.

Examples of changes that WILL affect the website's ranking include but are not limited to the following: amendments to Header Title tags, uploading duplicate content, changing navigation and creating links to third party websites.

ALL proposed changes by the client to the website must be approved in writing by PWD before being actioned. Failing to do so releases PWD from any liability in the event that the website's ranking falls.

Client's who make changes without consulting PWD do so at their own risk.

### Suspension

SEO campaigns can be suspended for 1 month or 2 months. The client acknowledge their rankings will be affected by a suspension of their service & they take full responsibility for the expected loss of position. The client acknowledges PWD will not be responsible for returning their rankings, once the campaign is recommenced. The campaign will be continued with the same level of resources used prior to the suspension.

### Cancellation

The SEO contract will continue after the initial term on a month by month basis unless cancelled by the client in accordance with our standard terms and conditions & those Terms & Conditions outlined on the cancellation form.

Clients must provide a minimum of 30 days notice in writing to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) & the other email addresses listed on the cancellation form.

## Blogger Outreach

All fees are non-refundable.

PWD has no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. The Client's website may be excluded from any blog, website, directory or search engine at any time at the sole discretion of the search engine or directory which are updated from time to time, such updates are also out of our control.

PWD has no control over website and blog owners removing links and content, or deleting/moving/ changing their website. These placements will not be refunded or replaced.

Under no circumstances shall PWD be liable to you (the end user) or your clients or users for any damages whatsoever, including (without limitation) any direct incidental or consequential damages, loss of profits, or any claims of yours or third party websites. You, the end user assume all risks and potential damages (known or unknown) associated with using PWD's services.

PWD reserves the right to tweak anchor text and other order details to ensure successful placements and your irrevocably consent to us doing so.

PWD does not guarantee search engine positions for any particular keyword, phrase, or search term. PWD does not guarantee any traffic increases.

Domain Authority will fluctuate over time, PWD has no control over a placement sites increase or decrease in Domain Authority after the initial placement.

## Hosting T&C's

"Hosting" means hosting Services provided by PWD on a month-to-month basis, or annual (12 months) basis.

For annual hosting Services, the 12 months of the Hosting is calculated from the date of Activation of the services.

You may discontinue your Hosting at any time. Discontinuing your Hosting does not affect your liability to pay the Fees.

If you decide to host your services away from PWD or their approved hosting providers, PWD will not warrant or support the services regardless the date of activation, you will have to resolve any issues with your new hosting provider.

When your Hosting is due renewal, you have seven days to pay it, failure to do so will result in suspension of your Hosting. Additional fees starting from \$150+gst will be payable to reinstate your website if it is suspended due to non-payment.

If your Hosting was paid annually, the renewal shall remain annually.

PWD will not under any circumstances provide FTP or cPanel access to websites hosted on our servers. This is to protect the integrity of the hosting environment, ensure security and is non negotiable.

If you require a backup of your site, including when you wish to change hosting provider, this will incur a one time charge of **\$250+ GST** which will require payment prior to the commencement of a backup being created. The files will be provided within 48 business hours of payment of the fees. a back up of the website will be provided to you in electronic format, such as USB, Disc or Downloadable link.

PWD can assign your Hosting to another provider at any time. If this occurs, then notwithstanding anything to the contrary in this Agreement:

- you will be advised;
- your Hosting fees will thereafter be payable to the provider to whom your Hosting is assigned; and
- your Hosting will be subject to terms and conditions set by the provider to whom your Hosting is assigned.

It is your responsibility to provide notice to Technical Support and the Accounts Department once the site has successfully been moved to your new hosting environment. Until the notice has been provided to Technical Support and the Accounts Department, all fees payable to PWD for hosting may still be applicable.

[accounts@pwd.com.au](mailto:accounts@pwd.com.au)  
[support@pwd.com.au](mailto:support@pwd.com.au)

## Cancellation

The hosting will continue after the initial term on a month by month basis unless cancelled by the client in accordance with our standard terms and conditions & those terms & conditions outlined on the cancellation form. Clients must provide a minimum of 30 days notice in writing to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) & the other email addresses listed on the cancellation form. Should the website not be moved or notice not given to Accounts as above, the fees will continue to be payable.

## Website Warranty

### General

- I. It is an implied contract term that PWD will deliver a fully functioning Website.
- II. Delivery of the Client Website takes place once the Website is published "live" on the World Wide Web as a fully functioning Website in accordance to the Client's specifications as detailed on the "Sale Order Form".
- III. Any functional issues with the Website will be resolved by PWD free of charge within the terms of the Warranty as detailed in the following terms.
- IV. Functional and design changes or additions required post delivery will be chargeable at the PWD standard hourly rate.
- V. This Warranty does not apply if the Client owes money to PWD outside the normal payment terms.

### Warranty Term

- A 90 day Warranty is supplied with every website.
- The warranty can be extended for a period of 12 months which will be automatically renewed unless terminated by the client in writing 30 days in advance of the anniversary of this agreement.
- The decision about what is a warrantable defect is at the sole discretion and determination of PWD
- Any work provided under warranty shall be completed within a reasonable time as determined by PWD.
- Any disputes in relation to warranty claims, if not resolved with the PWD account manager, shall be brought to the attention of the PWD office manager whose decision will be final and binding on both parties.
- If PWD accept a claim under the warranty and while rectifying the issue, subsequently determine, in its reasonable opinion, that the defect is excluded from the warranty conditions, the customer shall be liable to pay PWD's standard rates and charges for the remedial work.
- Warranties are not transferable to new owners of websites.
- PWD reserve the right to terminate the warranty without notice if, in their reasonable opinion, the website is not being used in accordance to it's original specifications or purpose.
- To the full extent permitted by law:
  - PWD will not be liable for any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any media, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.
  - PWD's aggregate liability in respect of all claims under the Warranty and Extended Warranty shall not exceed the original purchase price or at PWD's option, replacement of the product with a like or similar product.
  - PWD excludes all other warranties, conditions, terms, representations and undertakings whether express or implied.
- This warranty is governed by the laws of Western Australia and represents the entire agreement between the parties.

## Payment Terms

- The extended warranty must be paid for monthly or annually in advance by direct debit.
- The warranty will automatically terminate in the instance of non payment.

## Exclusions

The following items are deliberately excluded from the Warranty

### Hosting

- Issues directly attributed to Hosting are excluded in the instance that the Website is hosted by a third party that does not appear on our "Approved Hosts" list.

### Hacking

- Issues caused by hacking are excluded unless the client has a security extension supplied by PWD.

### DNS Settings

- a non approved change in the DNS settings.

### Permanent Links

- a change to the permanent links

### Static Page Settings

- a change to the front page/home page static page settings

### Plugins

- the installations of extra plugins
- deleting existing plugins

### Active Theme

- the deactivation of the current active theme and plugins

### Deleted File

- Deleting a file.

### Deactivated Theme or Plugin

- a deactivated theme or plugin

### Non Compatible Theme or Plugin

- a non compatible theme or plugin.

### Third Party Service

- the removal and or the deactivation of a third party service e.g. payment gateway

## Exclusions Continued

### Expired License

- an expired license for a third party service

### Infected File

- an infected file; text, image or video

### Posts and Custom Posts

- a deleted Post or Custom Post

### Third Parties

- Technical issues caused by third parties

### Users

- Deletion of users without reassigning content

### Development

- Development is excluded from the warranty and will be chargeable to the client.

## Payment T&C's

### Initial Terms of the Arrangement

You hereby authorise PWD ABN 74 486 067 431, (Direct Debit User ID: 451689) to make periodic debits for Digital Services as indicated on the attached Direct Debit Request.

### Debit Terms and Conditions

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between PWD, (Direct Debit User ID: 451689) ("the Supplier") and you ("the Client"). It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

PWD will keep your information about your nominated account at the financial institution private and confidential unless this information is required for the following reasons:

- For our financial institution to initiate the drawing of your nominated account.
- For our financial institution in relation to a dispute.
- As required by law.

PWD, will keep a record of the Direct Debit Authorisation for 7 years from the last Direct Debit date, in accordance with APCA's policies.

### Drawing Arrangement

You acknowledge that the debit amount will be debited from your account according to the terms and conditions of the agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement. You authorise the first drawing under this Debit Arrangement will occur on the day nominated under the Direct Debit Request.

You acknowledge that there may be a delay in processing the initial debit and those thereafter if:

- there is a public or bank holiday on the day of the debit, or any day after the debit date;
- a payment request is received by PWD on a day that is not a banking business day in Western Australia;
- a payment request is received after normal PWD cut off times, being 3:00pm Western Australia time, Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next possible business day.

## Changes to the Arrangement or Initial Terms

You acknowledge that PWD is to provide at least 14 days notice via email if it proposes to vary the initial terms of the arrangement are made. This notice will state any changes to the amount, frequency, next drawing date and any other changes to the initial terms.

If the Client wishes to discuss any changes to the initial terms, please contact our Accounts department on 1300 224 806 or email [accounts@pwd.com.au](mailto:accounts@pwd.com.au)

You acknowledge that you will contact the Business at least 7 working days prior to the next scheduled drawing date, if you wish to cancel, suspend, alter or defer any of the debit arrangements. You acknowledge that any request by them to stop or cancel the debit arrangements will be subject to the terms and conditions of the contract or at the discretion of PWD.

If the Client wants to make changes to the drawing arrangements, contact the Accounts Department on 1300 224 806 or email [accounts@pwd.com.au](mailto:accounts@pwd.com.au)

To cancel the Direct Debit Authority, the online Cancellation Form, found within your personalised Dashboard, must be submitted. The Accounts Department will refer you here, however they will be able to assist with providing further information. The cancellation will be subject to approval by PWD. Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

## Disputes

You acknowledge that any disputed debit payments will be directed to the Accounts Department on 1300 224 806 or email [accounts@pwd.com.au](mailto:accounts@pwd.com.au)

The Accounts Department at PWD will endeavor to resolve the matter directly with you & provide evidence to support the drawing.

You will receive a refund of the drawing amount to the account the money was originally debited from, if PWD cannot substantiate the reason for the drawing.

If you do not receive a satisfactory response from PWD to your dispute, you agree to contact your financial institution. The Financial Institution will respond with an answer:

- within 5 business days (for claims lodged within 12 months of the disputed drawing); or
- within 30 business days (for claims lodged more than 12 months after the disputed drawing)

(Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.)



## Responsibilities of the Client

You acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and You will contact your financial institution if you are uncertain of the accuracy of these details.

You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution.

Accordingly, You acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, You agree that PWD will not be held responsible for any fees and charges that may be charged by either your financial institution or ours.

You acknowledge and agree it is your responsibility to ensure your nominated accounts can accept direct debits through the Bulk Electronic Clearing System (BECS). You acknowledge and agree to advise PWD if the nominated account is transferred or closed. You agree to contact your Financial Institution if you need to confirm these points.

You acknowledge that if a debit is returned by your financial institution as unpaid, a failed payment fee is payable by you to PWD. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by PWD.

You authorise PWD to attempt to re-process any unsuccessful payments after 3 business days. If the payment remains unsuccessful after 14 days, You authorize PWD to suspend all services, pending payment.

## Cancellations

Cancellation Requests will only be acknowledged by PWD if submitted using the online Cancellation Form, found within the clients personalised Dashboard.

Cancellation Requests will not be acknowledged if submitted by phone or email.

Cancellation Requests must be authorised by the Managing Director of the Supplier or an authorised agent.

Cancellation of the Direct Debit Authority does not affect your liability to pay the fees in full under the contract and will require approval by authorised agents of the Supplier.



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